



MAYOR/CHAIR SYLVIA BALLIN  
VICE MAYOR/VICE CHAIR MARY MENDOZA  
COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ  
COUNCILMEMBER/BOARDMEMBER HECTOR A. PACHECO  
COUNCILMEMBER/BOARDMEMBER CELESTE T. RODRIGUEZ

## CITY OF SAN FERNANDO

### CITY COUNCIL AND SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REGULAR MEETING AGENDA SUMMARY MARCH 15, 2021 – 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>. Comments submitted via YouTube will not be read into the record. Members of the public may submit comments by email to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. 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. Callers interested in providing a live public comment, may call **Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; and Passcode: 924965, between 6:00 p.m. and 6:15 p.m.** in the order received, and limited to three minutes. The call-in period may be extended by the Mayor.

THE REGULAR MEETINGS OF THE CITY OF SAN FERNANDO CITY COUNCIL ALSO SERVES AS CONCURRENT REGULAR MEETINGS OF THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY, AND, FROM TIME TO TIME, SUCH OTHER BODIES OF THE CITY WHOSE MEMBERS ARE COMPOSED EXCLUSIVE OF THE MEMBERS OF THE CITY COUNCIL.

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Staff Contact Nick Kimball, City Manager

## SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

Regular Meeting Notice and Agenda – March 15, 2021

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### **PUBLIC PARTICIPATION OPTIONS TO HELP REDUCE THE SPREAD OF COVID-19**

#### **WATCH THE MEETING:**

Live stream with audio and video, via YouTube Live, at:

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

Note: Comments submitted via YouTube will not be read into the record.

#### **SUBMIT PUBLIC COMMENT VIA EMAIL:**

Members of the public may submit comments **by email** to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council, read into the record, limited to three minutes, and made part of the official public record of the meeting.

#### **CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT THE MEETING:**

Members of the public may **call-in between 6:00 p.m. and 6:15 p.m.** Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor.

**Call-in Telephone Number:** (669) 900-6833  
**Meeting ID:** 833 6022 0211  
**Passcode:** 924965

When connecting to the Zoom meeting to speak, you will be placed in a virtual “waiting area,” with your audio disabled, until it is your turn to speak and limited to three minutes.  
Note: This is audio only and no video.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

### **Regular Meeting Notice and Agenda – March 15, 2021**

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#### **CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin  
Vice Mayor Mary Mendoza  
Councilmember Cindy Montañez  
Councilmember Hector A. Pacheco  
Councilmember Celeste T. Rodriguez

#### **PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

#### **APPROVAL OF AGENDA**

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

#### **PRESENTATIONS**

- A) EDUCATION COMMISSION CERTIFICATE OF RECOGNITION - STUDENT OF THE MONTH
- ARLENE GUTIERREZ (Social Justice Humanitas Academy)
- Education Commission Vice Chair David Govea

#### **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.





## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

### **Regular Meeting Notice and Agenda – March 15, 2021**

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#### **4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL AUDIT SERVICES WITH VASQUEZ & COMPANY, LLP**

Recommend that the City Council:

- a. Award a three-year Professional Services Agreement (Contract No. 1980) to Vasquez & Company, LLP in the amount not-to-exceed \$124,000 to provide professional auditing services beginning on January 1, 2022 through December 31, 2024 covering Fiscal Years ending June 30, 2022 through June 30, 2024, with an option to renew for one additional year for an amount not-to-exceed \$44,100; and
- b. Authorize the City Manager to make non-substantive edits and execute the Agreement and all related documents.

#### **5) CONSIDERATION TO APPROVE PARTICIPATION IN THE ELECTRONIC CHARGE EVALUATION REQUEST PORTAL WITH THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND APPROVE AN OPERATIONAL AGREEMENT WITH THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE**

Recommend that the City Council:

- a. Approve the City of San Fernando (City) and the San Fernando Police Department's (Department) participation in the Electronic Charge Evaluation Request (eCER) portal with the Los Angeles County District Attorney's (LACDA) Office;
- b. Approve the Operational Agreement (Contract No. 1981) between the City, the Department and LACDA; and
- c. Authorize the City Manager and the Chief of Police to execute the Operational Agreement.

#### **6) CONSIDERATION TO ADOPT A RESOLUTION INITIATING PROCEEDINGS FOR THE FISCAL YEAR 2021-2022 LEVY OF ANNUAL ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND ORDERING THE ENGINEER'S REPORT**

Recommend that the City Council:

- a. Adopt Resolution No. 8061 initiating the proceedings for the Fiscal Year 2021-2022 Levy of Annual Assessments for the Landscaping and Lighting Assessment District; and
- b. Order the preparation of the Engineer's Report by Willdan Financial Services in an amount not to exceed \$5,500.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

### **Regular Meeting Notice and Agenda – March 15, 2021**

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#### **ADMINISTRATIVE REPORTS**

##### **7) PRESENTATION AND UPDATE REGARDING COVID-19 RESPONSE EFFORTS**

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

##### **8) CRIME STATISTICS UPDATE**

Recommend that the City Council receive and file the report.

##### **9) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL UNDERWRITING SERVICES WITH SAMUEL A. RAMIREZ & CO., INC.**

Recommend that the City Council:

- a. Award a Professional Services Agreement (Contract No. 1982) to Samuel A. Ramirez & Co., Inc., to serve as underwriter for the proposed Pension Obligation Bonds, which will be paid a not-to-exceed underwriter's discount or fee equal to \$3.79 per bond or 0.379% of the par value of the bonds to sell the City's POBs to the capital markets; and
- b. Authorize the City Manager to make non-substantive edits and execute the Agreement and all related documents.

##### **10) PRESENTATION OF THE MID-YEAR BUDGET REVIEW FOR FISCAL YEAR 2020-2021, ADOPT A RESOLUTION APPROVING MID-YEAR PROPOSED BUDGET ADJUSTMENTS AND REVIEW THE FISCAL YEAR 2021-2022 BUDGET KICKOFF SCHEDULE**

Recommend that the City Council:

- a. Review and discuss the Fiscal Year 2020-2021 Mid-Year Budget Review;
- b. Review the Fiscal Year 2021-2022 Budget Calendar; and
- c. Adopt Resolution No. 8062 amending the City's Fiscal Year 2020-2021 Budget to include the proposed mid-year changes.

## **SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

### **Regular Meeting Notice and Agenda – March 15, 2021**

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#### **11) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER**

This item was placed on the agenda by Councilmember Cindy Montañez.

#### **12) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER**

This item was placed on the agenda by Councilmember Celeste Rodriguez.

### **STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

### **GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES**

### **ADJOURNMENT**

The meeting will adjourn to its next regular meeting on April 5, 2021.

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.

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Julia Fritz, CMC

City Clerk

Signed and Posted: March 11, 2021 (5:00 p.m.)

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*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](http://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](http://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.*

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**Regular Meeting  
San Fernando City Council  
and Successor Agency to the  
San Fernando Redevelopment Agency**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**MARCH 1, 2021 – 5:00 P.M.  
SPECIAL MEETING**

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Vice Mayor Mendoza called the special meeting to order at 5:05 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez, and Hector A. Pacheco

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

Absent: Celeste T. Rodriguez

**APPROVAL OF AGENDA**

By consensus, the agenda was approved.

**PUBLIC STATEMENTS - WRITTEN/ORAL** None

**RECESS TO CLOSED SESSION (5:05 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

**A) CONFERENCE WITH LABOR NEGOTIATOR  
PURSUANT TO 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:

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

**SAN FERNANDO CITY COUNCIL**  
**SPECIAL MEETING MINUTES – March 1, 2021**  
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**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

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

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

**ADJOURNMENT** The City Council adjourned the special meeting at 5:25 p.m. to the regular meeting of March 1, 2021 at 6:00 p.m. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 1, 2021, meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk



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# THE CITY OF SAN FERNANDO

## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** March 15, 2021

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 21-032 (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. 21-032

**RESOLUTION NO. 21-032**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 21-032**

**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 15<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Sylvia Ballin, Mayor

**ATTEST:**

\_\_\_\_\_  
Julia Fritz, City Clerk

**CERTIFICATION**

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 21-032 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 15<sup>th</sup> day of March, 2021, 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 March, 2021.

\_\_\_\_\_  
Julia Fritz, City Clerk

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Voucher List  
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222064	3/15/2021	887608 ADLERHORST INTERNATIONAL INC	105933	12383	POLICE SERVICE DOG 001-2887 001-2887	6,000.01 464.99 <b>Total : 6,465.00</b>
222065	3/15/2021	100066 ADS ENVIRONMENTAL SERVICES,INC	22524.52-0221	12209	FEB 2021-SEVEN ADS D-SITE OVERFL 072-360-0000-4260	1,113.00 <b>Total : 1,113.00</b>
222066	3/15/2021	100143 ALONSO, SERGIO	FEB 2021	12328	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	1,050.00 <b>Total : 1,050.00</b>
222067	3/15/2021	893722 AMPM GLASS & BOARD UP	1104		WINDOW REPL @ RUDY ORTEGA PARI 043-390-0000-4330	342.00 <b>Total : 342.00</b>
222068	3/15/2021	893441 ARAMARK REFRESHMENT SERVICES	10978321	12319	EMPLOYEE BREAKROOM SUPPLIES 001-222-0000-4300	310.22 <b>Total : 310.22</b>
222069	3/15/2021	100222 ARROYO BUILDING MATERIALS, INC	255175	12306	HARDWARE SUPPLIES & U-CARTS OF 001-311-0000-4300	68.18 <b>Total : 68.18</b>
222070	3/15/2021	891209 AUTONATION SSC	343669	12384	FORD GENUINE PARTS FOR ALL POLIC 041-1215	78.15
			343671	12384	FORD GENUINE PARTS FOR ALL POLIC 041-1215	515.43
			343888	12384	FORD GENUINE PARTS FOR ALL POLIC 041-1215	657.92 <b>Total : 1,251.50</b>
222071	3/15/2021	890546 BARAJAS, CRYSTAL	FEB 2021	12334	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	120.00 <b>Total : 120.00</b>

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Voucher List  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222072	3/15/2021	893591 BIOMEDICAL WASTE DISPOSAL	99373		BIOHAZARD PICKUP-02/18/21 001-224-0000-4270	99.00 <b>Total : 99.00</b>
222073	3/15/2021	888800 BUSINESS CARD	020121		AUDIO SUBSCRIPTION 001-105-0000-4270	9.00
			020121		POST BOOST 001-105-0000-4300	41.37
			020221		ZOOM WEBINAR LICENSE 001-420-0000-4260	40.00
			020221-1		CITY EMAIL-FEB 2021 001-135-0000-4260	1,632.13
			020321		CAFR AWARD 001-130-0000-4360	100.00
			021021		SUPPLIES-CBDG-CV RESIDENT PROG 026-422-0336-4300	384.50
			021021-1		WEBINAR REGISTRATION 070-381-0000-4360	300.00
			021221		REFERENCE MATERIALS 001-310-0000-4300	670.25
			021221-2		WEBINAR REGISTRATION 070-381-0000-4360	300.00
			021521-1		SUPPLIES-CBDG-CV RESIDENT PROG 026-422-0336-4300	123.33
			021521-2		SUPPLIES-LP GOLDEN FUN LEAGUE 004-2346	94.38
			021621-1		SUPPLIES-CBDG-CV RESIDENT PROG 026-422-0336-4300	123.33
			021621-2		SUPPLIES-CBDG-CV RESIDENT PROG 026-422-0336-4300	123.33 <b>Total : 3,941.62</b>
222074	3/15/2021	888800 BUSINESS CARD	020421		EMPLOYEE BREAK ROOM SUPPLIES 001-222-0000-4300	594.54
			022521		LICENSING SERVICE FEE-CITY WIDE F 001-135-0000-4260	885.00
					070-381-0000-4260	94.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222074	3/15/2021	888800 BUSINESS CARD	(Continued)			
			022621		072-360-0000-4260 043-390-0000-4260 FINANCE CHARGES 001-190-0000-4435	82.60 118.00  26.84 <b>Total : 1,801.38</b>
222075	3/15/2021	891860 CARL WARREN & COMPANY	20064-20072		REIMB. TO ITF ACCT (LIABILITY CLAIMS) 006-1037	 7,628.48 <b>Total : 7,628.48</b>
222076	3/15/2021	893769 CARRILLO, OMAR	54-3912-04		WATER ACCT REFUND-1026 MACNEIL 070-2010	 91.18 <b>Total : 91.18</b>
222077	3/15/2021	100731 CITY OF LOS ANGELES	74WP210000060 74WP210000059	12371 12374	FY 2020-2021 CAPITAL PORTION OF AS 072-365-0629-4600 FY 2020-21 O&M PORTION OF ASSSC 072-360-0629-4260	109,612.00  159,995.00 <b>Total : 269,607.00</b>
222078	3/15/2021	101957 CITY OF LOS ANGELES	SF210000008		FIRE SERVICES-MAR 2021 001-500-0000-4260	 236,012.00 <b>Total : 236,012.00</b>
222079	3/15/2021	103029 CITY OF SAN FERNANDO	3295-3329		REIMBURSEMENT TO WORKERS COM 006-1038	 12,187.52 <b>Total : 12,187.52</b>
222080	3/15/2021	890893 CITY OF SAN FERNANDO	MARCH 2021		VARIOUS CITY PROPERTY UTILITY BIL 043-390-0000-4210	 3,681.54 <b>Total : 3,681.54</b>
222081	3/15/2021	100805 COOPER HARDWARE INC.	124673	12277	MISC SUPPLIES FOR PUBLIC WORKS (C 070-383-0301-4300	104.93 <b>Total : 104.93</b>
222082	3/15/2021	892687 CORE & MAIN LP	N600216		PW MAINTENANCE, REPAIRS & SUPPL	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222082	3/15/2021	892687 CORE & MAIN LP	(Continued)			
			N602935	12243	070-383-0301-4300 PW MAINTENANCE, REPAIRS & SUPPL	2,768.61
			N685146	12243	070-383-0301-4300 PW MAINTENANCE, REPAIRS & SUPPL	844.67
			N685460	12243	070-383-0301-4300 PW MAINTENANCE, REPAIRS & SUPPL	652.60
			N691665	12243	070-383-0301-4300 PW MAINTENANCE, REPAIRS & SUPPL	310.06
			N723516	12243	070-383-0301-4300 PW MAINTENANCE, REPAIRS & SUPPL	1,500.84
				12243	070-385-0701-4600	193.33 <b>Total : 6,270.11</b>
222083	3/15/2021	892888 CWE	21488		SAN FERNANDO REGIONAL PARK INFI 010-310-0764-4600	398.35
				11788	070-385-0763-4600	2,309.40
				11788	010-310-0763-4600	1,911.05 <b>Total : 4,618.80</b>
222084	3/15/2021	891425 DIAZ, MARISOL	REIMB.		SUPPLIES PURCHASED-"PARENT & ME 004-2346	105.02 <b>Total : 105.02</b>
222085	3/15/2021	892290 E.H. WACHS WATER	INV185711		VALVE OPERATOR SUPPLY 070-385-0000-4320	69.45 <b>Total : 69.45</b>
222086	3/15/2021	893473 ESQUIVEL, ERNESTO	REIMB.		K9 SUPPLIES 001-225-0000-4270	638.63 <b>Total : 638.63</b>
222087	3/15/2021	893473 ESQUIVEL, ERNESTO	TRAVEL-1		PER DIEM-CANINE HANDLER COURSE 001-225-0000-4360	155.00 <b>Total : 155.00</b>
222088	3/15/2021	893473 ESQUIVEL, ERNESTO	TRAVEL-2		PER DIEM-CANINE HANDLER COURSE	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222088	3/15/2021	893473 ESQUIVEL, ERNESTO	(Continued)		001-225-0000-4360	155.00
					<b>Total :</b>	<b>155.00</b>
222089	3/15/2021	893473 ESQUIVEL, ERNESTO	TRAVEL-3		PER DIEM-CANINE HANDLER COURSE 001-225-0000-4360	155.00
					<b>Total :</b>	<b>155.00</b>
222090	3/15/2021	893473 ESQUIVEL, ERNESTO	TRAVEL-4		PER DIEM-CANINE HANDLER COURSE 001-225-0000-4360	155.00
					<b>Total :</b>	<b>155.00</b>
222091	3/15/2021	893473 ESQUIVEL, ERNESTO	TRAVEL-5		PER DIEM-CANINE HANDLER COURSE 001-225-0000-4360	155.00
					<b>Total :</b>	<b>155.00</b>
222092	3/15/2021	893473 ESQUIVEL, ERNESTO	TRAVEL-6		PER DIEM-CANINE HANDLER COURSE 001-225-0000-4360	155.00
					<b>Total :</b>	<b>155.00</b>
222093	3/15/2021	890879 EUROFINS EATON ANALYTICAL, INC	L0552826	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0553042	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	900.00
			L0553333	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0553343	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0553593	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0553798	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	152.00
			L0554013	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0554015	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	144.00
			L0554190	12245	FULL-SERVICE ENVIRONMENTAL DRIN	

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222093	3/15/2021	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)		070-384-0000-4260	150.00
			L0554709	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	24.00
			L0554973	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	319.00
			L0554974	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	144.00
			L0554975	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0555670	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0555671	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	75.00
			L0555912	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	2,595.00
			L0555913	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0556146	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	139.00
			L0556147	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	144.00
			L0556342	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0556345	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	150.00
			L0556615	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	152.00
					<b>Total :</b>	<b>6,438.00</b>
222094	3/15/2021	103851 EVERSOF, INC.	R2131417		WATER SOFTNER-WELL 2A 070-384-0000-4330	87.84
					<b>Total :</b>	<b>87.84</b>
222095	3/15/2021	887441 EWING IRRIGATION PRODUCTS INC	13528043		GATEWAY VAVLE REPAIRS 043-390-0000-4300	258.20

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222095	3/15/2021	887441 887441 EWING IRRIGATION PRODUCTS INC	(Continued)			<b>Total : 258.20</b>
222096	3/15/2021	101147 FEDEX	7-289-33831		COURIER SERVICES 001-190-0000-4280	75.10 <b>Total : 75.10</b>
222097	3/15/2021	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172 209-151-4939-102990 209-188-4361-031792 209-188-4362-031792 209-188-4363-031892  818-361-2385-012309  818-361-6728-080105  818-361-7825-120512 818-365-5097-120298 818-837-1509-032207 818-837-2296-031315 818-838-4969-021803 818-898-7385-033105		MWD METER (P.W.) 070-384-0000-4220 MUSIC CHANNEL 001-190-0000-4220 RCS PHONE LINES 001-420-0000-4220 PD MAJOR PHONE LINES 001-222-0000-4220 VARIOUS PHONE LINES 001-190-0000-4220 070-384-0000-4220 001-420-0000-4220 MTA PHONE LINE 007-440-0441-4220 001-190-0000-4220 ENGINEERING FAX LINE 001-310-0000-4220 HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220 POLICE NARCOTICS VAULT 001-222-0000-4220 PUBLIC WORKS PHONE LINES 001-190-0000-4220 VARIOUS CITY HALL PHONE LINES 001-190-0000-4220 POLICE DEPT ALARM PANEL 001-222-0000-4220 LP FAX LINE 001-420-0000-4220	46.25  42.08 124.16 641.12    87.95 291.10 288.85  113.09 56.54 30.14 57.63 29.84 30.14 374.68 117.42 34.06 <b>Total : 2,365.05</b>

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222098	3/15/2021	892660 G2 CONSTRUCTION, INC.	210224-C	12286	CITYWIDE CATCH BASIN MAINTENANC 001-311-0000-4260	13,420.00 <b>Total : 13,420.00</b>
222099	3/15/2021	893772 GATES, GONTER, GUY, PROUDFOOT	REFUND		SUBPOENA FEE REFUND FOR OFC FLI 001-3715-0000	275.00 <b>Total : 275.00</b>
222100	3/15/2021	893773 GONZALEZ, ARTURO R.	01232021		DAMAGE CLAIM REIMBURSEMENT 006-190-0000-4800	726.00 <b>Total : 726.00</b>
222101	3/15/2021	101376 GRAINGER, INC.	9788276302 9789213478	12261 12261	MISC. BUILDING AND ELECTRICAL SUF 043-390-0000-4300 MISC. BUILDING AND ELECTRICAL SUF 043-390-0000-4300	85.86 127.93 <b>Total : 213.79</b>
222102	3/15/2021	101434 GUZMAN, JESUS ALBERTO	FEB 2021	12336	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	1,500.00 <b>Total : 1,500.00</b>
222103	3/15/2021	890594 HEALTH AND HUMAN RESOURCE	E0242111		EAP-APRIL 2021 001-106-0000-4260	243.10 <b>Total : 243.10</b>
222104	3/15/2021	101599 IMAGE 2000 CORPORATION	425276 426151		VARIOUS COPIER MAINT CONTRACT-0 001-135-0000-4260 072-360-0000-4450 001-135-0000-4260 PW PRINTER MAINT 001-311-0301-4300	657.21 20.15 160.24 150.00 <b>Total : 987.60</b>
222105	3/15/2021	887740 INDUSTRIAL SHOE COMPANY	I100-1255943		SAFETY BOOTS 072-360-0000-4310	100.00 <b>Total : 100.00</b>

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222106	3/15/2021	892682 IPS GROUP, INC.	INV58000	12312	FEB 2021-SMART METER CC TRANSAC 001-190-0000-4300	694.88
					<b>Total :</b>	<b>694.88</b>
222107	3/15/2021	891777 IRRIGATION EXPRESS	15210017-00	12274	IRRIGATION SUPPLIES FOR ALL CITY F 001-311-0000-4300	11.38
			15210910-00	12274	IRRIGATION SUPPLIES FOR ALL CITY F 043-390-0000-4300	84.22
					<b>Total :</b>	<b>95.60</b>
222108	3/15/2021	887952 J. Z. LAWNMOWER SHOP	26316	12281	SMALL EQUIP. REPAIR (LAWNMOVERS 043-390-0000-4300	24.00
			26317	12281	SMALL EQUIP. REPAIR (LAWNMOVERS 043-390-0000-4300	35.00
					<b>Total :</b>	<b>59.00</b>
222109	3/15/2021	101717 JOHNSON, ELISABETH E.	41-0845-09		WATER ACCT REFUND-667 CORK 070-2010	31.30
					<b>Total :</b>	<b>31.30</b>
222110	3/15/2021	101768 KIMBALL-MIDWEST	8627809		MISC SUPPLIES 041-1215	262.91
					<b>Total :</b>	<b>262.91</b>
222111	3/15/2021	101795 KOSMONT & ASSOCIATES	18-0099-028	12287	REAL ESTATE ADVISORY SERVICES 001-151-0000-4270	3,334.50
					<b>Total :</b>	<b>3,334.50</b>
222112	3/15/2021	892996 KS STATEBANK	32	12221	SMART METERS LEASE PAYMENT-APR 001-190-0000-4405	37.65
				12221	001-190-0000-4428	1,562.60
					<b>Total :</b>	<b>1,600.25</b>
222113	3/15/2021	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC - 13003 BORDEN 070-384-0000-4210	114.85
			494-750-1000		WATER - 12900 DRONFIELD 070-384-0000-4210	96.01
			500-750-1000		ELECTRIC-13655 FOOTHILL	

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222113	3/15/2021	101971 L.A. MUNICIPAL SERVICES	(Continued)		070-384-0000-4210	200.07
			694-750-1000		WATER & ELECTRIC-13180 DRONFIELD	
			757-750-1000		070-384-0000-4210	6,233.94
					WATER - 14060 SAYRE	
					070-384-0000-4210	75.93
					<b>Total :</b>	<b>6,720.80</b>
222114	3/15/2021	101852 LARRY & JOE'S PLUMBING	2172045-0001-02		MAT'L'S FOR WATER HEATER REPL 043-390-0000-4300	25.49
					<b>Total :</b>	<b>25.49</b>
222115	3/15/2021	893218 LAZARO, ERNESTO	FEB 2021	12338	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	540.00
					<b>Total :</b>	<b>540.00</b>
222116	3/15/2021	892444 LICEA, ALEXANDER	TRAVEL-1		PER DIEM-ICI CORE COURSE ON 03/22 001-224-0000-4360	225.00
					<b>Total :</b>	<b>225.00</b>
222117	3/15/2021	892444 LICEA, ALEXANDER	TRAVEL-2		PER DIEM-ICI CORE COURSE ON 03/22 001-224-0000-4360	225.00
					<b>Total :</b>	<b>225.00</b>
222118	3/15/2021	893292 LOCAL GOVERNMENT	621	12270	SENATE BILL 90 STATE MANDATED CO 001-130-0000-4270	1,750.00
					<b>Total :</b>	<b>1,750.00</b>
222119	3/15/2021	101974 LOS ANGELES COUNTY	JAN 2021	12278	ANIMAL CARE & CONTROL SERVICES- 001-190-0000-4260	6,125.88
					<b>Total :</b>	<b>6,125.88</b>
222120	3/15/2021	890600 LOS ANGELES COUNTY	TESTER 509		TESTER 509 (A. MENDEZ)-RENEWAL FI 070-384-0000-4360	340.00
					<b>Total :</b>	<b>340.00</b>
222121	3/15/2021	892477 LOWES	1040		WATER HEATER REPLACEMENT-LP PA 043-390-0000-4300	671.42

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222121	3/15/2021	892477 LOWES	(Continued) 1218		MATL'S FOR WATER HEATER REPL 043-390-0000-4300	47.40
			1546		MISC ITEMS 043-390-0000-4300	30.42
			1660		SAFETY MASKS 041-320-3689-4300	43.62
			1937		WELL 7A & WATER 4 SUPPLIES 070-383-0000-4330	89.24
					070-383-0000-4310	100.95
					<b>Total :</b>	<b>983.05</b>
222122	3/15/2021	102051 M & M LANDSCAPE	7138	12353	LANDSCAPE MAINT. AT ALL WELL SITE 070-384-0000-4260	1,500.00
			7139	12353	LANDSCAPE MAINT. AT ALL WELL SITE 070-384-0000-4260	1,500.00
					<b>Total :</b>	<b>3,000.00</b>
222123	3/15/2021	102075 MAG-TROL ASSOCIATES, INC.	1226393		FUSES 070-384-0000-4330	10.43
					<b>Total :</b>	<b>10.43</b>
222124	3/15/2021	893453 MAIRA CHRISTOPHER	REPL-217633		REPL STL DTD CK-HOME OCCUP. PERI 001-2140	49.80
					055-2140	4.74
					<b>Total :</b>	<b>54.54</b>
222125	3/15/2021	888468 MAJOR METROPOLITAN SECURITY	1101193	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101194	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1101195	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101196	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101197	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00

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222125	3/15/2021	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1101198	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101199	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1101200	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101201	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101202	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101203	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1101204	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1101205	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1101206	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1101207	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
					<b>Total :</b>	<b>297.00</b>
222126	3/15/2021	893770 MARTINEZ, ITZEL	REIMB.		MILEAGE REIMB 001-420-0000-4390	15.23
					<b>Total :</b>	<b>15.23</b>
222127	3/15/2021	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 007-440-0441-4220	37.17
			7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	36.51
					<b>Total :</b>	<b>73.68</b>
222128	3/15/2021	893200 MCKESSON MEDICAL-SURGICAL	18029582		HAND SANITIZER-COVID-19 001-222-3689-4300	382.04
					<b>Total :</b>	<b>382.04</b>

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222129	3/15/2021	102226 MISSION LINEN SUPPLY	514234638		LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	135.78
			514258038		LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	61.90
			514268830		LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	102.03
			514302636		LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	62.32
					<b>Total :</b>	<b>362.03</b>
222130	3/15/2021	893377 MONGE, HAYERA MELANIE	02272020		PARENT AND ME PAINTING CLASS	
					004-2346	80.00
					<b>Total :</b>	<b>80.00</b>
222131	3/15/2021	893050 MORALES-RODRIGUEZ, CRISTAL	FEB 2021		MARIACHI MASTER APPRENTICE PRO	
				12339	001-424-0000-4430	200.00
					<b>Total :</b>	<b>200.00</b>
222132	3/15/2021	102325 NAPA AUTO PARTS	5478-050996		SMALL TOOLS	
					043-390-0000-4300	30.78
					<b>Total :</b>	<b>30.78</b>
222133	3/15/2021	893405 NEW HORIZON	1492812		LP PHONE SERVICE-MAR 2021	
					001-420-0000-4220	329.35
					<b>Total :</b>	<b>329.35</b>
222134	3/15/2021	887422 NORTHERN SAFETY CO., INC.	904306139		COVID-19 CDBG-CV RESIDENTIAL FOC	
				12361	026-422-0336-4300	4,030.51
			904306140		COVID-19 CDBG-CV RESIDENTIAL FOC	
				12361	026-422-0336-4300	364.98
			904313168		COVID-19 CDBG-CV RESIDENTIAL FOC	
				12361	043-390-0000-4300	657.50
					<b>Total :</b>	<b>5,052.99</b>
222135	3/15/2021	102432 OFFICE DEPOT	152014018001		OFFICE SUPPLIES	
					001-130-0000-4300	67.78
			152119034001		OFFICE SUPPLIES	

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222135	3/15/2021	102432 OFFICE DEPOT	(Continued)			
			15460968001		001-190-0000-4300	21.98
					OFFICE SUPPLIES	
					070-384-0000-4300	20.00
					041-320-0000-4300	29.84
			154619518001		OFFICE SUPPLIES	
					070-381-0000-4300	46.18
			155280384001		OFFICE SUPPLIES	
					001-222-0000-4300	22.00
			155280528001		OFFICE SUPPLIES	
					001-222-0000-4300	39.22
			155418825001		OFFICE SUPPLIES	
					001-222-0000-4300	78.09
			156522960001		OFFICE SUPPLIES	
					001-222-0000-4300	103.84
			156523887001		OFFICE SUPPLIES	
					001-222-0000-4300	106.24
			156801375001		OFFICE SUPPLIES	
					001-150-0000-4300	63.32
			156803436001		OFFICE SUPPLIES	
					001-150-0000-4300	4.01
			156803438001		OFFICE SUPPLIES	
					001-150-0000-4300	4.79
			156948296001		OFFICE SUPPLIES	
					070-383-0000-4300	153.12
			157309124001		OFFICE SUPPLIES	
					001-422-0000-4300	44.36
					004-2346	15.64
			158299082001		OFFICE SUPPLIES	
					001-222-0000-4300	87.46
			158308235001		OFFICE SUPPLIES	
					001-222-0000-4300	15.81
			159809442001		OFFICE SUPPLIES	
					001-222-0000-4300	70.03
			159809773001		OFFICE SUPPLIES	
					001-222-0000-4300	103.37
			160251884001		OFFICE SUPPLIES	

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222135	3/15/2021	102432 OFFICE DEPOT	(Continued)			
			2473189018		001-222-0000-4300 OFFICE SUPPLIES	105.44
			2474092661		001-422-0000-4300 OFFICE SUPPLIES	74.42
					001-222-0000-4300	175.39
					<b>Total :</b>	<b>1,452.33</b>
222136	3/15/2021	890095 O'REILLY AUTOMOTIVE STORES INC	4605-403291	12252	VEHICLE SERVICE, MAINTENANCE & F 043-390-0000-4300	9.44
			4605-403849	12252	VEHICLE SERVICE, MAINTENANCE & F 041-1215	264.20
			4605-404033	12252	VEHICLE SERVICE, MAINTENANCE & F 041-1215	60.46
			4605-404862	12252	VEHICLE SERVICE, MAINTENANCE & F 041-320-0320-4400	7.96
					<b>Total :</b>	<b>342.06</b>
222137	3/15/2021	892958 PADILLA'S AUTO CENTER	1189		VEHICLE MAINT-PD0019 041-320-0225-4400	60.00
					<b>Total :</b>	<b>60.00</b>
222138	3/15/2021	887577 PICCADILLY INN AIRPORT	TRAVEL-1		LODGING-ICI CORE COURSE ON 03/22 001-224-0000-4360	580.38
					<b>Total :</b>	<b>580.38</b>
222139	3/15/2021	887577 PICCADILLY INN AIRPORT	TRAVEL-2		LODGING-ICI CORE COURSE ON 03/22 001-224-0000-4360	580.38
					<b>Total :</b>	<b>580.38</b>
222140	3/15/2021	892957 PIONEER FIRE PROFESSIONALS INC	372268		FIRE EXTINGUISHER SERVICE-LP PAR 043-390-0000-4260	351.50
			372269		FIRE EXTINGUISHER SERVICE-REC PA 043-390-0000-4260	302.00
			372270		FIRE EXTINGUISHER SERVICE 041-320-0000-4260	682.30
			372271		FIRE EXTINGUISHER SERVICE-PW OP:	

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222140	3/15/2021	892957 PIONEER FIRE PROFESSIONALS INC	(Continued)			
			372272		043-390-0000-4260 FIRE EXTINGUISHER SERVICE-CITY YF	241.60
			372273		043-390-0000-4260 FIRE EXTINGUISHER SERVICE-CH	90.60
			372274		043-390-0000-4260 FIRE EXTINGUISHER SERVICE-PD	151.00
					043-390-0000-4260	181.20
					<b>Total :</b>	<b>2,000.20</b>
222141	3/15/2021	102688 PROFESSIONAL PRINTING CENTERS	18296		SWAP MEET BL APP FORMS 001-130-0000-4300	295.90
			18394	12308	PURCHASE OF PD PRE-PRINTED FORI 001-222-0000-4300	444.40
			18395	12308	PURCHASE OF PRE-PRINTED FORMS 070-382-0000-4300	1,600.49
				12308	072-360-0000-4300	1,600.51
					<b>Total :</b>	<b>3,941.30</b>
222142	3/15/2021	893771 PTI PAVEMENT REPAIR PRODUCTS	25072		POTHOLE PATCHES 001-311-0301-4300	1,628.69
					<b>Total :</b>	<b>1,628.69</b>
222143	3/15/2021	892297 PUKUU CULTURAL COMMUNITY	5	12135	NOV-PROF SERV AGREEMENT YOUT 110-422-3649-4270	14,538.89
			6	12135	DEC-PROF SERV AGREEMENT YOUT 110-422-3649-4270	19,585.94
					<b>Total :</b>	<b>34,124.83</b>
222144	3/15/2021	892500 RESIDENCE INN	TRAVEL-1		LODGING-CANINE HANDLER COURSE 001-225-0000-4360	516.21
					<b>Total :</b>	<b>516.21</b>
222145	3/15/2021	892500 RESIDENCE INN	TRAVEL-2		LODGING-CANINE HANDLER COURSE 001-225-0000-4360	516.21
					<b>Total :</b>	<b>516.21</b>

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222146	3/15/2021	892500 RESIDENCE INN	TRAVEL-3		LODGING-CANINE HANDLER COURSE 001-225-0000-4360	516.21 <b>516.21</b>
222147	3/15/2021	892500 RESIDENCE INN	TRAVEL-4		LODGING-CANINE HANDLER COURSE 001-225-0000-4360	516.21 <b>516.21</b>
222148	3/15/2021	892500 RESIDENCE INN	TRAVEL-5		LODGING-CANINE HANDLER COURSE 001-225-0000-4360	516.21 <b>516.21</b>
222149	3/15/2021	892500 RESIDENCE INN	TRAVEL-6		LODGING-CANINE HANDLER COURSE 001-225-0000-4360	516.21 <b>516.21</b>
222150	3/15/2021	893767 RODRIGUEZ, MARCO	43-1230-05		WATER ACCT REFUND-1920 FOURTH 070-2010	35.62 <b>35.62</b>
222151	3/15/2021	103057 SAN FERNANDO VALLEY SUN	11042 11043		LEGAL AD: PUBLIC HEARING NOTICE-( 001-115-0000-4230 PUBLICATION OF PUBLIC HEARING NC 001-150-0000-4230	115.63 218.75 <b>334.38</b>
222152	3/15/2021	893107 SIEMENS MOBILITY INC	5620030133 5620030893 5620030894 5620033364 5620033477 5620033599	12292 12292 12292 12292 12292	ON-CALL TRAFFIC SIGNAL MAINT SER' 001-371-0301-4300 ON-CALL TRAFFIC SIGNAL MAINT SER' 001-371-0301-4300 ON-CALL TRAFFIC SIGNAL MAINT SER' 001-371-0301-4300 ON-CALL TRAFFIC SIGNAL MAINT SER' 001-371-0301-4300 ON-CALL TRAFFIC SIGNAL MAINT SER'	542.50 155.00 77.50 717.07 1,080.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222152	3/15/2021	893107 SIEMENS MOBILITY INC	(Continued)	12292	001-371-0301-4300	639.57 <b>3,212.56</b>
222153	3/15/2021	103184 SMART & FINAL	42		MISC SUPPLIES 004-2346	50.42 <b>50.42</b>
222154	3/15/2021	892199 SMARTPHONE METER READING, LLC	SPMR3158	12341 12341	SMART PHONE METER READING (SPW 070-382-0000-4320 072-360-0000-4320	1,302.00 1,302.00 <b>2,604.00</b>
222155	3/15/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS 043-390-0000-4210	3,276.08 <b>3,276.08</b>
222156	3/15/2021	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION 074-320-0000-4402	3,827.67 <b>3,827.67</b>
222157	3/15/2021	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU:	492686		FINGERPRINTS-JAN 2021 001-106-0000-4270	96.00 <b>96.00</b>
222158	3/15/2021	103090 SUSAN SAXE-CLIFFORD, PH.D.	21-0201-4 21-0202-3 21-1026-2	12309 12309 12309 12309	PSYCHOLOGICAL EVALUATIONS 001-222-0000-4270 PSYCHOLOGICAL EVALUATIONS 001-222-0000-4270 PSYCHOLOGICAL EVALUATIONS 001-222-0000-4260 001-222-0000-4270	450.00 450.00 249.00 201.00 <b>1,350.00</b>
222159	3/15/2021	890898 TETRA MECHANICAL SERVICE INC	1003-400 1051-591	12310 12310	ROUTINE MAINT. AND EMERGENCY A/( 043-390-0000-4330 ROUTINE MAINT. AND EMERGENCY A/( 043-390-0000-4330	1,850.00 685.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222159	3/15/2021	890898 TETRA MECHANICAL SERVICE INC	(Continued) 1051-619	12310	ROUTINE MAINT. AND EMERGENCY A/( 043-390-0000-4330	1,043.30
			1051-620	12310	ROUTINE MAINT. AND EMERGENCY A/( 043-390-0000-4330	296.90
			1051-705	12310	ROUTINE MAINT. AND EMERGENCY A/( 043-390-0000-4330	85.00
			1051-721	12310	ROUTINE MAINT. AND EMERGENCY A/( 043-390-0000-4330	1,850.00
			1051-739	12310	ROUTINE MAINT. AND EMERGENCY A/( 043-390-0000-4330	85.00
					<b>Total :</b>	<b>5,896.17</b>
222160	3/15/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	3096319		MISC SUPPLIES 001-311-0301-4300	118.43
			4511260		SMALL TOOLS 001-311-0301-4300	180.30
			9274515		WELL 7A & WATER 4 SUPPLIES 070-384-0000-4330	544.00
					070-384-0000-4310	123.16
					<b>Total :</b>	<b>965.89</b>
222161	3/15/2021	103903 TIME WARNER CABLE	10369021821		PD-CABLE 02/18-03/17 001-222-0000-4260	224.67
			196309012321		INTERNET SERVICES 02/23-03/22 001-190-0000-4220	1,299.00
					<b>Total :</b>	<b>1,523.67</b>
222162	3/15/2021	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS 001-420-0000-4220	29.40
					001-152-0000-4220	19.74
					<b>Total :</b>	<b>49.14</b>
222163	3/15/2021	893504 TOWN HALL STREAMS, LLC	12429		PO 12295 - CITY COUNCIL/COMMISSIO 001-115-0000-4260	175.00
					<b>Total :</b>	<b>175.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222164	3/15/2021	103414 TRANSTECH ENGINEERS, INC.	20203930	12378	CONTRACTED BUILDING INSPECTOR : 001-140-0000-4270	800.00
					<b>Total :</b>	<b>800.00</b>
222165	3/15/2021	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE C	15122187		REIMBURSEMENT OF POSTAGE MACH 001-190-0000-4280	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
222166	3/15/2021	103445 UNDERGROUND SERVICE ALERT	220210695		(39) SNF01 NEW TICKET CHARGES 070-381-0000-4260	71.05
			DSB20200533		CA STATE FEE FOR REGULATORY CH# 070-381-0000-4260	43.88
			DSB20201154		CA STATE FEE FOR REGULATORY CH# 070-381-0000-4260	43.88
					<b>Total :</b>	<b>158.81</b>
222167	3/15/2021	892258 UNIFORM & ACCESSORIES	825100	12332	UNIFORMS AND UNIFORM ACCESSOR 001-222-0000-4300	764.67
					<b>Total :</b>	<b>764.67</b>
222168	3/15/2021	893167 UNITED MAINTENANCE SYSTEMS	14854	12256	CONTRACTUAL SERVICES FOR JANITC 043-390-0000-4260	21,879.55
				12256	043-390-3689-4260	3,220.45
					<b>Total :</b>	<b>25,100.00</b>
222169	3/15/2021	103510 V & V MANUFACTURING, INC.	52116		RETIRED FLAT BADGE 001-225-0000-4300	310.18
					<b>Total :</b>	<b>310.18</b>
222170	3/15/2021	893647 VALEO NETWORKS	14693	12327	FY21-INFORMATION TECHNOLOGY MA 001-135-0000-4270	9,840.00
				12327	001-135-0000-4260	315.00
					<b>Total :</b>	<b>10,155.00</b>
222171	3/15/2021	893768 VELEZ OSPINA, DANIEL	35-0020-08		WATER ACCT REFUND-1406 CORONEL 070-2010	25.66
					<b>Total :</b>	<b>25.66</b>

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**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222172	3/15/2021	100101 VERIZON WIRELESS-LA	9873539589		MDT MODEMS-PD UNITS 001-222-0000-4220	1,353.79 1,353.79
222173	3/15/2021	103603 VULCAN MATERIALS COMPANY	72766950-BAL 72845052	12268 12268 12268	UTILITY TRENCH AND POTHOLE REPA 072-360-0000-4300 UTILITY TRENCH AND POTHOLE REPA 072-360-0000-4300 070-383-0301-4300	705.75 241.85 935.14 1,882.74
222174	3/15/2021	892127 WE-DO EQUIPMENT REPAIR &	W203960 W203961		BORING TOOL MAINT 070-385-0000-4320 EQUIPMENT REPAIR 070-385-0000-4320	336.89 81.00 417.89
222175	3/15/2021	888390 WEST COAST ARBORISTS, INC.	169372	12246	ANNUAL TREE TRIMMING CONTRACT : 001-311-0000-4260	294.00 294.00
222176	3/15/2021	892122 WESTERN LOS ANGELES COUNTY	2232021		EXPLORER RENEWAL FEES 001-226-0230-4430	897.00 897.00
222177	3/15/2021	890970 WEX BANK	70516239		FUEL FOR FLEET 041-320-0152-4402 041-320-0221-4402 041-320-0222-4402 041-320-0224-4402 041-320-0225-4402 041-320-0228-4402 041-320-0311-4402 041-320-0312-4402 041-320-0320-4402 041-320-0346-4402 041-320-0370-4402	239.31 188.54 177.73 562.63 3,201.68 273.26 366.69 141.27 8.00 4.00 363.99

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222177	3/15/2021	890970 WEX BANK	(Continued)		041-320-0390-4402 041-320-0420-4402 007-313-3630-4402 029-335-0000-4402 070-381-0000-4402 070-382-0000-4402 070-383-0000-4402 070-384-0000-4402 072-360-0000-4402	1,371.60 2.00 158.07 188.88 77.37 352.92 544.49 221.58 192.81 8,636.82
222178	3/15/2021	891531 WILLDAN ENGINEERING	00333957 00334043 00334044 00620544	12350 12342 12265 12350	ON CALL ENGINEERING SERVICES 001-310-0000-4270 JAN-NPDES CONSULTANT SERVICES 001-310-0000-4270 WELL 7A REGULATORY COMPLIANCE 070-381-0000-4270 ON CALL ENGINEERING SERVICES 001-310-0000-4270	8,190.00 2,061.75 364.00 145.00 10,760.75
222179	3/15/2021	889467 YOUNGBLOOD & ASSOCIATES	1344A	12303 12303	POLYGRAPH EXAMS 001-222-0000-4270 001-222-0000-4260	251.00 99.00 350.00

116 Vouchers for bank code : bank3

Bank total : 752,709.31

116 Vouchers in this report

Total vouchers : 752,709.31

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221850	2/16/2021	893115 P.E.R.S. CITY RETIREMENT	100000016264536		EMPLOYER CONTRIB VARIANCE-01/02	
					018-222-0000-4124	207.70
					018-224-0000-4124	155.78
					018-225-0000-4124	2,232.81
					<b>Total :</b>	<b>2,596.29</b>
					<b>Bank total :</b>	<b>2,596.29</b>
					<b>Total vouchers :</b>	<b>2,596.29</b>

1 Vouchers for bank code : bank3

1 Vouchers in this report

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Voucher List  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221847	2/17/2021	103201 SO. CALIF. EDISON	SCE-SGIP-2020-8898		PROG ID: SCE-SGIP-2020-8898 - APP FI 010-370-0765-4600	9,477.50
					<b>Total :</b>	<b>9,477.50</b>
221848	2/17/2021	103201 SO. CALIF. EDISON	SCE-SGIP-2020-8899		PROG ID: SCE-SGIP-2020-8899 - APP FI 010-370-0765-4600	19,720.00
					<b>Total :</b>	<b>19,720.00</b>
<b>2 Vouchers for bank code : bank3</b>						<b>Bank total : 29,197.50</b>
<b>2 Vouchers in this report</b>						<b>Total vouchers : 29,197.50</b>

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Voucher List  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221949	3/1/2021	100286 BAKER, BEVERLY	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					<b>Total :</b>	<b>691.88</b>
221950	3/1/2021	893277 CROOK, LORETTA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
221951	3/1/2021	100916 DEIBEL, PAUL	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
221952	3/1/2021	891041 GARCIA, CONNIE	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					<b>Total :</b>	<b>181.48</b>
221953	3/1/2021	101781 KISHITA, ROBERT	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					<b>Total :</b>	<b>181.48</b>
221954	3/1/2021	891027 LOCKETT, JOANN	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
221955	3/1/2021	102126 MARTINEZ, MIGUEL	21-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	526.84
					<b>Total :</b>	<b>526.84</b>
221956	3/1/2021	891031 ORTEGA, JIMMIE	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
221957	3/1/2021	891032 OTREMBA, EUGENE	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					<b>Total :</b>	<b>619.50</b>
221958	3/1/2021	102580 PATINO, ARMANDO	21-Mar		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221958	3/1/2021	102580 PATINO, ARMANDO	(Continued)		001-180-0000-4127	3,502.00
					<b>Total :</b>	<b>3,502.00</b>
221959	3/1/2021	891354 RAMIREZ, ROSALINDA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	526.84
					<b>Total :</b>	<b>526.84</b>
221960	3/1/2021	102940 RUIZ, RONALD	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					<b>Total :</b>	<b>691.88</b>
221961	3/1/2021	103121 SERRANO, ARMANDO	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					<b>Total :</b>	<b>691.88</b>
221962	3/1/2021	892782 TIGHE, DONNA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					<b>Total :</b>	<b>181.48</b>
14 Vouchers for bank code : bank3						<b>Bank total :</b> 8,748.26
14 Vouchers in this report						<b>Total vouchers :</b> 8,748.26

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Voucher List  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221963	3/1/2021	100042 ABDALLAH, ALBERT	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,321.98
					<b>Total :</b>	<b>1,321.98</b>
221964	3/1/2021	100091 AGORICHAS, JOHN	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	206.97
					<b>Total :</b>	<b>206.97</b>
221965	3/1/2021	891039 AGUILAR, JESUS	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	505.96
					<b>Total :</b>	<b>505.96</b>
221966	3/1/2021	100104 ALBA, ANTHONY	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					<b>Total :</b>	<b>619.50</b>
221967	3/1/2021	891011 APODACA-GRASS, ROBERTA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
221968	3/1/2021	100260 AVILA, FRANK	21-Mar		CALPERS HEALTH REIMB 041-180-0000-4127	1,196.68
					<b>Total :</b>	<b>1,196.68</b>
221969	3/1/2021	100306 BARNARD, LARRY	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
					<b>Total :</b>	<b>879.00</b>
221970	3/1/2021	100346 BELDEN, KENNETH M.	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,183.00
					<b>Total :</b>	<b>1,183.00</b>
221971	3/1/2021	892233 BUZZELL, CAROL	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
					<b>Total :</b>	<b>168.56</b>
221972	3/1/2021	891350 CALZADA, FRANK	21-Mar		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221972	3/1/2021	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	480.12
					<b>Total :</b>	<b>480.12</b>
221973	3/1/2021	100642 CASTRO, RICO	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,929.14
					<b>Total :</b>	<b>1,929.14</b>
221974	3/1/2021	103816 CHAVEZ, ELENA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					<b>Total :</b>	<b>691.88</b>
221975	3/1/2021	100752 COLELLI, CHRISTIAN	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58
					<b>Total :</b>	<b>1,598.58</b>
221976	3/1/2021	891014 CREEKMORE, CASIMIRA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
221977	3/1/2021	893711 DAVIS, JAMES	21-Mar		CALPERS HEALTH REIMB 072-180-0000-4127	1,734.92
					<b>Total :</b>	<b>1,734.92</b>
221978	3/1/2021	891016 DEATON, MARK	21-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	617.17
					<b>Total :</b>	<b>617.17</b>
221979	3/1/2021	100913 DECKER, CATHERINE	21-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	619.50
					<b>Total :</b>	<b>619.50</b>
221980	3/1/2021	100925 DELGADO, RALPH	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	480.12
					<b>Total :</b>	<b>480.12</b>
221981	3/1/2021	100960 DIEDIKER, VIRGINIA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25

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Voucher List  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221981	3/1/2021	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 238.25
221982	3/1/2021	892102 DOSTER, DARRELL	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 Total : 619.50
221983	3/1/2021	100996 DRAKE, JOYCE	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
221984	3/1/2021	100995 DRAKE, MICHAEL	21-Mar		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	119.13 119.12 Total : 238.25
221985	3/1/2021	100997 DRAPER, CHRISTOPHER	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
221986	3/1/2021	101044 ELEY, JEFFREY	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 Total : 1,751.00
221987	3/1/2021	891040 FISHKIN, RIVIAN	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
221988	3/1/2021	101182 FLORES, MIGUEL	21-Mar		CALPERS HEALTH REIMB 043-180-0000-4127	1,526.76 Total : 1,526.76
221989	3/1/2021	892103 GAJDOS, BETTY	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
221990	3/1/2021	891351 GARCIA, DEBRA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,478.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221990	3/1/2021	891351 891351 GARCIA, DEBRA	(Continued)			Total : 2,478.01
221991	3/1/2021	891067 GARCIA, NICOLAS	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	851.32 Total : 851.32
221992	3/1/2021	101318 GLASGOW, KEVIN	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
221993	3/1/2021	891020 GLASGOW, ROBERT	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 Total : 370.00
221994	3/1/2021	101409 GUERRA, LAUREN E	21-Mar		CALPERS HEALTH REIMB 072-180-0000-4127	691.88 Total : 691.88
221995	3/1/2021	891021 GUIZA, JENNIE	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
221996	3/1/2021	101415 GUTIERREZ, OSCAR	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
221997	3/1/2021	102896 GUZMAN, ROSA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	3,053.52 Total : 3,053.52
221998	3/1/2021	891352 HADEN, SUSANNA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	526.84 Total : 526.84
221999	3/1/2021	101440 HALCON, ERNEST	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,269.00 Total : 1,269.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222000	3/1/2021	891918 HARTWELL, BRUCE	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
222001	3/1/2021	101465 HARVEY, DAVID	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
222002	3/1/2021	101466 HARVEY, DEVERY MICHAEL	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,650.00
					Total :	1,650.00
222003	3/1/2021	101471 HASBUN, NAZRI A.	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76
					Total :	1,526.76
222004	3/1/2021	891023 HATFIELD, JAMES	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
222005	3/1/2021	892104 HERNANDEZ, ALFONSO	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,423.24
					Total :	1,423.24
222006	3/1/2021	891024 HOOKER, RAYMOND	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	893.07
					Total :	893.07
222007	3/1/2021	893616 HOUGH, LOIS	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	188.03
					Total :	188.03
222008	3/1/2021	101597 IBRAHIM, SAMIR	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76
					Total :	1,526.76
222009	3/1/2021	101694 JACOBS, ROBERT	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	879.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222009	3/1/2021	101694 101694 JACOBS, ROBERT	(Continued)			879.00
					Total :	879.00
222010	3/1/2021	892105 KAHMANN, ERIC	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	505.96
					Total :	505.96
222011	3/1/2021	101786 KLOTZSCHE, STEVEN	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	889.45
					Total :	889.45
222012	3/1/2021	891866 KNIGHT, DONNA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	174.48
					Total :	174.48
222013	3/1/2021	892929 LEWIS, WANDA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
222014	3/1/2021	891043 LIEBERMAN, LEONARD	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
222015	3/1/2021	101933 LITTLEFIELD, LESLEY	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
222016	3/1/2021	102045 LLAMAS-RIVERA, MARCOS	21-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.54
					Total :	1,196.54
222017	3/1/2021	102059 MACK, MARSHALL	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76
					Total :	1,526.76
222018	3/1/2021	891010 MAERTZ, ALVIN	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	491.96
					Total :	491.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222019	3/1/2021	888037 MARTINEZ, ALVARO	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,484.28 <b>1,484.28</b>
222020	3/1/2021	102206 MILLER, WILMA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
222021	3/1/2021	102212 MIRAMONTES, MONICA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 <b>1,526.76</b>
222022	3/1/2021	102232 MIURA, HOWARD	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
222023	3/1/2021	892106 MONTAN, EDWARD	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 <b>168.56</b>
222024	3/1/2021	102365 NAVARRO, RICARDO A	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 <b>480.12</b>
222025	3/1/2021	102473 ORDELHEIDE, ROBERT	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,088.36 <b>2,088.36</b>
222026	3/1/2021	102483 OROZCO, ELVIRA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 <b>168.56</b>
222027	3/1/2021	102486 ORSINI, TODD	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,298.30 <b>2,298.30</b>
222028	3/1/2021	102569 PARKS, ROBERT	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222028	3/1/2021	102569 102569 PARKS, ROBERT	(Continued)			<b>1,751.00</b>
222029	3/1/2021	102527 PISCITELLI, ANTHONY	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 <b>480.12</b>
222030	3/1/2021	891033 POLLOCK, CHRISTINE	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 <b>370.00</b>
222031	3/1/2021	102735 QUINONEZ, MARIA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,196.68 <b>1,196.68</b>
222032	3/1/2021	891034 RAMSEY, JAMES	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	865.08 <b>865.08</b>
222033	3/1/2021	102864 RIVETTI, DOMINICK	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 <b>879.00</b>
222034	3/1/2021	102936 RUELAS, MARCO	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,377.34 <b>1,377.34</b>
222035	3/1/2021	891044 RUSSUM, LINDA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 <b>181.48</b>
222036	3/1/2021	103005 SALAZAR, TONY	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 <b>1,526.76</b>
222037	3/1/2021	892107 SHANAHAN, MARK	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	505.96 <b>505.96</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222038	3/1/2021	891035 SHERWOOD, NINA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
222039	3/1/2021	103175 SKOBIN, ROMELIA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 <b>1,274.32</b>
222040	3/1/2021	893677 SOLIS, MARGARITA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.98 <b>1,177.98</b>
222041	3/1/2021	103220 SOMERVILLE, MICHAEL	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.00 <b>1,356.00</b>
222042	3/1/2021	103394 TORRES, RACHEL	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
222043	3/1/2021	889588 UFANO, VIRGINIA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 <b>181.48</b>
222044	3/1/2021	888417 VALDIVIA, LAURA	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	893.07 <b>893.07</b>
222045	3/1/2021	891046 VANAALST, LEONILDA	21-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	181.48 <b>181.48</b>
222046	3/1/2021	103550 VANICEK, JAMES	21-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.68 <b>1,196.68</b>
222047	3/1/2021	103562 VASQUEZ, JOEL	21-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	1,751.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222047	3/1/2021	103562 103562 VASQUEZ, JOEL	(Continued)			<b>1,751.00</b>
222048	3/1/2021	888562 VILLALPANDO, SEBASTIAN FRANK	21-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	851.32 <b>851.32</b>
222049	3/1/2021	103692 VILLALVA, FRANCISCO	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,027.69 <b>2,027.69</b>
222050	3/1/2021	891038 WAITE, CURTIS	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 <b>1,274.32</b>
222051	3/1/2021	103612 WALKER, MICHAEL	21-Mar		CALPERS HEALTH REIMB 027-180-0000-4127	1,526.76 <b>1,526.76</b>
222052	3/1/2021	103620 WARREN, DALE	21-Mar		CALPERS HEALTH REIMB 072-180-0000-4127	181.48 <b>181.48</b>
222053	3/1/2021	891036 WATT, DAVID	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 <b>619.50</b>
222054	3/1/2021	893690 WATTS, STEVE M.	21-Mar		CALPERS HEALTH REIMB 072-180-0000-4127	1,196.68 <b>1,196.68</b>
222055	3/1/2021	891037 WEBB, NANCY	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	865.08 <b>865.08</b>
222056	3/1/2021	103643 WEDDING, JEROME	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 <b>619.50</b>

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222057	3/1/2021	103727 WYSBEEK, DOUDE	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
222058	3/1/2021	103737 YNIGUEZ, LEONARD	21-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32
					<b>Total :</b>	<b>1,274.32</b>
96 Vouchers for bank code : bank3						<b>Bank total : 84,480.75</b>
96 Vouchers in this report						<b>Total vouchers : 84,480.75</b>

Voucher Registers are not final until approved by Council.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222063	3/1/2021	893115 P.E.R.S. CITY RETIREMENT	100000016264547		EMPL CONTRIB VARIANCE-01/16-01/29	
					018-222-0000-4124	175.45
					018-224-0000-4124	131.59
					018-225-0000-4124	1,886.13
					Total :	2,193.17
1 Vouchers for bank code :		bank3			Bank total :	2,193.17
1 Vouchers in this report					Total vouchers :	2,193.17

Voucher Registers are not final until approved by Council.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222060	3/5/2021	102519 P.E.R.S.	MAR 2021		HEALTH INS. BENEFITS-MAR 2021 001-1160	147,273.82
Total :						147,273.82
1 Vouchers for bank code : bank3						Bank total : 147,273.82
1 Vouchers in this report						Total vouchers : 147,273.82

Voucher Registers are not final until approved by Council.

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# THE CITY OF SAN FERNANDO

## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** March 15, 2021

**Subject:** Consideration to Accept the Donation of a Commemorative Plaque to be Installed in the Cesar Chavez Memorial Transit Plaza

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Accept the donation of a commemorative plaque from the Cesar Chavez Commemorative Committee;
- b. Authorize the Committee to install the plaque with the supervision of the Public Works Department; and
- c. Authorize the Cesar Chavez Commemorative Committee to host an unveiling ceremony for a limited number of guests, in accordance with the Los Angeles County Department of Public Health and City protocols.

### **BACKGROUND:**

1. In March 2004, the Cesar Chavez Memorial Transit Plaza (Plaza) opened to the public. The opening culminated the collaborative efforts between the Friends of the Cesar Chavez Memorial Project, Metropolitan Transportation Authority (MTA), and the City of San Fernando.
2. The Plaza memorializes the courageous work and steadfast commitment Cesar Chavez had to improve the quality of life for farmworkers by promoting their civil rights, and their political and economic equality.
3. On February 25, 2021, the Cesar Chavez Commemorative Committee ("Committee") approached Councilmember Celeste Rodriguez and informed her that they would like to donate a plaque commemorating Cesar Chavez's birthday – March 31, 1937.

**Consideration to Accept the Donation of a Commemorative Plaque to be Installed in the Cesar Chavez Memorial Transit Plaza**

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4. On March 1, 2021, during City Council comments, City Manager Nick Kimball announced that the Committee had approached Councilmember Rodriguez regarding donation and installation of a plaque and, with the consent of City Council, staff would be placing the item on the next City Council agenda.

**ANALYSIS:**

The Cesar Chavez Commemorative (CCC) Committee proposal (Attachment "A") requests the installation of a commemorative plaque celebrating Cesar Chavez's birthday. The proposed plaque will be installed on the pedestal of Cesar Chavez statue. The CCC Committee will pay all costs related to the installation and would also like to host a small unveiling ceremony (limited to 15 guests) on March 31, 2021, the date of Cesar Chavez's birthday. The CCC Committee will adhere to all of the Los Angeles County Department of Public Health's guidelines and protocols to protect the safety and health of attendees.

Public Works staff has reviewed the CCC Committee's proposal and has deemed that the project is feasible. There would be minimal site preparation required before the plaque installation can proceed and involves relocating a few rose bushes so that the plaque may be installed. Clearing the rose bushes also provides better access to the plaque for visitors wishing to read the inscription on the commemorative plaque.

**BUDGET IMPACT:**

The CCC Committee will incur all costs for the installation of the Cesar Chavez commemorative plaque. The estimated cost to remove the rose bushes is \$217 of staff time.

**CONCLUSION:**

It is recommended that the City Council accept the plaque donation from the Cesar Chavez Commemorative Committee, authorized the CCC Committee to install the plaque, and allow a small unveiling ceremony.

**ATTACHMENT:**

- A. Cesar Chavez Commemorative Committee Proposal

## **Proposal to the City Council of the City of San Fernando**

March 15, 2021

**Cesar Estrada Chavez, one of our nation's most** courageous and determined labor union leaders and civil rights advocates, organized an international movement to improve the lives of thousands of workers. He succeeded despite the opposition of powerful political and economic forces. Chavez's unfailing dedication to social and economic justice continues to inspire millions of people of all ages and ethnic backgrounds to work for a better world.

The Cesar Chavez Commemorative Committee would like to propose the following project in commemoration of the birthday of Cesar Chavez:

The committee proposes to donate a plaque that would be placed on the pedestal of the statue located at the Cesar Chavez Memorial at the corner of Truman and Wolfskill.

The plaque (40" x 28") will be inscribed on granite with the following text:

"The end of all education should be service  
to the community" - Cesar Estrada Chavez

March 31, 1927 – April 23, 1993

Cesar Chavez was a courageous labor leader, community organizer, and a civil rights activist. He organized an international movement to improve the lives of thousands of workers. As co-founder of the United Farm Workers Union, he recognized the importance of non-violence and education in achieving social and environmental justice for all people. Though limited in his educational opportunities, he had the wisdom to see the power in acquiring knowledge. His life uplifted and inspired many in the San Fernando Valley to take up and advance the struggle that continues to this day.

This verse was written in honor of Cesar Chavez by citizens of the City of San Fernando. It is sung to the melody of "De Colores":

"San Fernando, San Fernando recuerda el ejemplo que fue Cesar Chavez.  
Nuestro pueblo, nuestro pueblo celebra la vida de un gran compañero.  
Seguiremos, seguiremos sus pasos buscando justicia y paz  
Y por eso marchamos cantando uniéndonos todos por la dignidad.  
Y por eso marchamos cantando uniéndonos todos por la dignidad."

The unveiling of the plaque will take place on Wednesday, March 31, 2021 at 1:00 pm at the Cesar Chavez Memorial. The ceremony will be limited to fifteen invited guests (or as permitted by City guidelines) and will be recorded for public viewing at a later time.

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# THE CITY OF SAN FERNANDO

## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** March 15, 2021

**Subject:** Consideration to Approve a Professional Services Agreement for Professional Audit Services with Vasquez & Company, LLP

### RECOMMENDATION:

It is recommended that the City Council:

- a. Award a three-year Professional Services Agreement (Attachment "A" – Contract No. 1980) to Vasquez & Company, LLP in the amount not-to-exceed \$124,000 to provide professional auditing services beginning on January 1, 2022 through December 31, 2024 covering Fiscal Years (FY) ending June 30, 2022 through June 30, 2024, with an option to renew for one additional year for an amount not-to-exceed \$44,100; and
- b. Authorize the City Manager to make non-substantive edits and execute the Agreement and all related documents.

### BACKGROUND:

1. On April 17, 2017, the City entered into a three-year Agreement with Van Lant and Fankhanel, LLP (VLF) (Contract No. 1850) for professional auditing services, with the City reserving the right to extend the term of the contract for one additional one-year term.
2. In December 2020, VLF completed the FY 2019-2020 audit and the City exercised the final one-year renewal option of the contract agreement with VLF expired.
3. On December 24, 2020, staff published a Notice of Inviting Bids and Request for Proposals (RFP) for Professional Auditing Services with the San Fernando Valley Sun, posted the RFP on the City and the California Society of Municipal Finance Officers (CSMFO) websites, distributed it to CSMFO members, as well as interested audit firms.
4. On January 28, 2021, staff conducted the bid opening and received a total of five sealed technical and cost proposals.

**Consideration to Approve a Professional Services Agreement for Professional Audit Services with Vasquez & Company, LLP**

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5. In February 2021, all proposals were reviewed by City staff (comprised of Director of Finance and the Senior Accountant) to ensure that the information requested in the RFP was complete and the respondents satisfied the minimum qualifications.
6. On February 10, 2021, City staff interviewed the three top rated firms: Lance, Soli & Lunghard LLP (LSL), Rogers, Anderson, Malady & Scott, LLP (RAMS), and Vasquez & Company LLP.

**ANALYSIS:**

Per the City's General Financial Policy, staff is required to regularly solicit and receive written proposals from qualified independent accounting firms. Staff determined that both cost and quality of service were equally important in the selection process.

The table below summarizes the five proposals that were submitted and received by the City and based on their total cost for a three-year contract.

<b>Name of Firm</b>	<b>Three-year Cost</b>
All About It, Inc	\$ 446,300
Badawi & Associates	\$ 106,770
Lance, Soli & Lunghard LLP (LSL)	\$ 131,765
Rogers, Anderson, Malady & Scott, LLP (RAMS),	\$ 118,820
Vasquez & Company LLP	\$ 124,000

The table below shows the cost breakdown for each proposal by fiscal year:

<b>Name of Firm</b>	<b>Fiscal Year 2021-2022</b>	<b>Fiscal Year 2022-2023</b>	<b>Fiscal Year 2023-2024</b>	<b>Three-Year Cost</b>
All About It, Inc	\$ 152,300	\$ 147,000	\$ 147,000	\$ 446,300
Badawi & Associates	\$ 34,880	\$ 35,945	\$ 35,945	\$ 106,770
Lance, Soli & Lunghard (LSL)	\$ 43,055	\$ 43,916	\$ 44,794	\$ 131,765
Rogers, Anderson, Malady & Scott, LLP (RAMS),	\$ 38,840	\$ 39,990	\$ 39,990	\$ 118,820
Vasquez & Company LLP	\$ 40,000	\$ 42,000	\$ 42,000	\$ 124,000

The audit proposals were reviewed and ranked by the City staff based on: experience; quality of firm personnel; proposed staffing plan; adequacy of the analytical procedures and sampling techniques; potential audit problems; ongoing financial consulting throughout the year; and cost.



**Consideration to Approve a Professional Services Agreement for Professional Audit Services with Vasquez & Company, LLP**

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Although all firms were well qualified, Vasquez & Company LLP was ranked the highest by City staff and provided the best overall balance of proposed staff, timing, interaction with staff, and cost effectiveness (Exhibit “A” of Attachment “A”).

It should be noted that the City’s General Financial Policy requires mandatory audit firm rotation after nine consecutive years with the same firm. At the expiration of VLF’s current agreement, VLF will be unable to continue as the City’s auditors. The new professional services agreement will have an effective day of January 1, 2022.

**BUDGET IMPACT:**

Funding for this Professional Services Agreement will be included in the FY 2021-2022 City Budget.

**CONCLUSION:**

City staff have analyzed the technical and cost proposals submitted and conducted virtual interviews with the top three firms. After careful consideration, staff is recommending that the Professional Services Agreement be awarded to Vasquez & Company LLP for a three-year contract period, with an option to renew for one additional year.

**ATTACHMENT:**

A. Contract No. 1980



## PROFESSIONAL SERVICES AGREEMENT

### **Vasquez & Company LLP** Professional Audit Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15<sup>th</sup> day of March 2020 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and VASQUEZ & COMPANY, a Limited Liability Partnership, (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 **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."
- 1.2 **TERM:** This Agreement shall have a term of 3 years commencing from January 1, 2022 and expiring on December 31, 2024 with one (1) optional (1) year extension, unless CITY issues written notice of its intent not to authorize an additional extension term(s). 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
- 1.3 **COMPENSATION:**
  - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule as identified in the proposal (hereinafter, the "Approved Rate Schedule").
  - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of 124,000 (hereinafter, the "Not-to-Exceed Sum"), unless such

**PROFESSIONAL SERVICES AGREEMENT****CONTRACT NO. 1980****Professional Audit Services**Page 2 of 16

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added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension 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.

- 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 thirty (30) calendar 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 day 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 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.

## PROFESSIONAL SERVICES AGREEMENT

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### Professional Audit Services

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## II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, or Designee, and Director of Finance (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Director of Finance 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 Cristy Canieda 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;
  - 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;

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- 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 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.

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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.
- 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,

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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, personal 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 or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT 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.

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- 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 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.



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#### 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.
- 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.

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Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

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

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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 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

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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 1.4, 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 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;

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- 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.

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.

## 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

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### Professional Audit Services

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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.
- 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:**

Vasquez & Company, LLP  
655 N. Central Avenue, Suite 1550  
Glendale, CA 91203  
Attn: Cristy Canieda. Partner  
Phone: 213-873-1720  
Fax: 213-873-1777  
Email: ccanieda@vasquezcpa.com

**CITY:**

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Diego Ibanez, Director of Finance  
Phone: 818-898-7307  
Fax: 818-365-8090

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.

## PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1980

### Professional Audit Services

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- 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 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.

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### Professional Audit Services

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- 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.
- 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 6.15, 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)**



**PROFESSIONAL SERVICES AGREEMENT**

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**Professional Audit Services**

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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**

**Vasquez & Company, LLP**

By: \_\_\_\_\_  
Nick Kimball, City Manager

By: \_\_\_\_\_  
Name: Cristy Canieda  
Title: Partner

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Richard Padilla, Assistant City Attorney

# Proposal for Professional Audit Services

## CITY OF SAN FERNANDO

Submitted by:

Cristy Canieda  
Partner, Government Practice Leader  
655 N. Central Avenue, Suite 1550  
Glendale, CA 91203  
Tel: (213) 873-1720  
Fax: (213) 873-1777  
Email: ccanieda@vasquezcpa.com

January 28, 2021

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## EXHIBIT "A"

655 N. Central Expressway, Suite 550  
Glendale, CA 91203

Ph. (213) 873-1700

Fax (213) 873-1777

[www.vasquezcpa.com](http://www.vasquezcpa.com)

### OFFICE LOCATIONS:

Los Angeles

Sacramento

San Diego

Manila

## Proposal Summary

January 28, 2021

### City of San Fernando

Attn: City Clerk's Office

117 Macneil Street

San Fernando, CA 91340

### Re: Proposal for Professional Audit Services

Vasquez & Company LLP (Vasquez) is pleased to submit our proposal to audit the financial statements of the City of San Fernando ("City") for the fiscal year ending June 30, 2021, through June 30, 2023, with the option of auditing its financial statements for additional two (2) fiscal years.

Vasquez has been serving the audit needs of local governments in California for over 50 years. Our experience includes direct experience as a former auditor of the City's financial statements from 2001 to 2005. The key aspects of our firm, which distinguishes us from our competitors, are summarized in this summary.

### Why Vasquez?

#### Experienced Leaders:

- Cristy Canieda, Vasquez Government Practice Leader, with over twenty (20) years of public accounting experience, will lead our services to the City. She will direct and supervise the auditors in performing the engagement, review the audit results, and provide technical expertise as appropriate.

Cristy's experience includes oversight of all firm external and internal audit services to local municipalities in California, including Long Beach, Simi Valley, El Monte, Baldwin Park, and Moreno Valley, among others. Cristy also serves as a reviewer for the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting Program.

- Roger Martinez, Vasquez Audit Practice Leader with twenty (20) years of public accounting experience, will act as the engagement quality control reviewer.

Roger's experience includes audit and advisory services to the cities of Long Beach, Vernon, and El Monte, among other municipalities and entities such as LADWP, University of California, and Vernon Light and Power.

#### Information Technology Expertise:

- Our audit approach includes a review of the City's Information Technology (I.T.) general controls by I.T. professionals with more than 20 years of experience to assess whether the standards of security, integrity, continuity, and control are conducive to reliable processing, consistent with the City's technology standards and appropriate to safeguard your information assets.

#### National Resources:

- As part of the RSM US Alliance, we have access to RSM US LLP's resources, tools, and expertise (the fifth largest accounting firm in the United States).

#### Our Internal Control-Based Audit Approach

- Our professionals, with extensive experience in performing financial and compliance audits of local municipalities and other public agencies in California, will bring an unbiased, fresh perspective to
- the City's systems, operations, and practices. Our experience will allow us to assess your risk and compare your existing policies and practices to those used by other efficient, reputable agencies. We will focus on the critical areas of your operations.
- Our audit approach is unique in that we evaluate and test key internal accounting controls rather than merely performing substantive tests. This approach provides critically important information to City management about the effectiveness of its internal controls.

#### Communication with the City:

- We will hold regularly scheduled status meetings to keep you abreast of our progress.
- We will provide you meaningful status reports.
- We will take a proactive approach to develop practical solutions to identified challenges.
- Team members, including the engagement partner and quality control partner, will be available to you on a year-round basis.

#### Addressing Critical Accounting Matters:

Recognizing that your interests are best served by highly qualified, knowledgeable, and trained accountants and auditors, we offer our staff and our clients:

- Frequent training in current technical matters and subjects of importance to the finance, accounting, and auditing aspects of local governments, such as new GASB and SAS requirements.
- Specifics of Federal and State of California regulations pertaining to local government accounting, reporting, and compliance.

#### Timeliness:

- We understand and appreciate the importance of adhering to agreed-upon timelines and meeting deadlines.
- We structure our audit approach to recognize issues early, plan for the orderly completion of our work, and avoid end-of-the-audit surprises. As such, we commit to perform the work within the required time period.

#### New GASB Pronouncement Experience:

- Our team has assisted our clients in adopting the applicable Governmental Accounting Standards Board (GASB) statements.
- Our firm assists clients in assessing their readiness to implement the new standards as well as guiding them through the actual implementation.
- Our firm holds annual training, free of charge, to our clients to provide them with updates on new GASB pronouncements.

#### Providing an Effective and Efficient Audit:

- Our risk-based approach, our high caliber management team, and our experienced staff ensure that critical issues are not overlooked but instead are promptly identified, communicated to you, and resolved to the City's satisfaction.

**EXHIBIT "A"**  
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March 15, 2021 CC/SA Agenda

Vasquez is committed to providing the City with the highest level of customer service, and I trust that you will find Vasquez well qualified to provide the City with professional auditing services. Should you have any questions or desire further assistance, please call me at the contact information below. I, Cristy Canieda, Partner with Vasquez, am authorized to negotiate and bind the firm to contract.

VASQUEZ & COMPANY LLP



**Cristy Canieda | Partner**  
655 N. Central Avenue, Suite 1550  
Glendale, CA 91203  
tel.: 213-873-1720  
fax: 213-873-1777  
email: [ccanieda@vasquezcpa.com](mailto:ccanieda@vasquezcpa.com)

## Profile of the Proposing Firm

Vasquez was established in 1969 as a Limited Liability Partnership registered with the State of California Department of Consumer Affairs. Vasquez is ranked in the top 1% of accounting firms in the nation by the AICPA.

### Personnel Resources

Partners/Principals	7
Managers	8
Supervisors	6
Senior Auditors	15
Staff Auditors	20
Professionals	56
Administrators	4
Total	60

### National Resources

Vasquez is an integral part of the RSM US Alliance, a premier affiliation of independent accounting and consulting firms in the United States, with more than 75 members in over 38 states, the Cayman Islands, and Puerto Rico. This affiliation gives us access to a full range of national and international capabilities. As a member of the RSM US Alliance, Vasquez has access to the resources and services RSM provides its clients. We accepted an invitation to become a member of the RSM US Alliance because it is a natural fit with our commitment to our clients and our determination to stay at the forefront of developments affecting accounting and consulting firms today.

RSM US Alliance provides its members with access to RSM US LLP (RSM), the leading provider of audit, tax, and consulting services focused on the middle market, with more than 8,000 people in 80 offices nationwide. RSM is a licensed CPA firm and the U.S. member of RSM International, a global network of independent audit, tax, and consulting firms with more than 37,500 people over 110 countries. RSM US Alliance member firms are separate and independent businesses and legal entities responsible for their acts and omissions, and each is separate and independent from RSM.

### Government Practice Group

Vasquez comprises personnel who left the prestigious international accounting firms to focus on their chosen industry – mainly government and nonprofit – and work with greater autonomy in a progressive, agile, and client-centric environment. This experience ensures a firm emphasis on quality, innovation, performance standards, opportunity, discipline, and professional growth.

Since its inception, Vasquez has focused on serving governmental entities. The government-industry easily comprises the largest portion of all industries we serve today. Our government industry specialization ensures expertise at all levels of the engagement team.

### License to Practice in California

Vasquez is properly licensed to conduct public accounting in California. We further assure the City that all "key" engagement team members are properly licensed Certified Public Accountants in California. Vasquez certifies that upon notification, it will inform the City of any suspension, termination, lapse, non-renewals, or restrictions of its licenses, certificates, or other required documents.



City of San Fernando  
Proposal for Auditing Services

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## CERTIFIED PUBLIC ACCOUNTANT PARTNERSHIP

REGISTRATION PAR 6286  
RECEIPT NO. 91580007



CALIFORNIA BOARD OF ACCOUNTANCY  
2450 VENTURE OAKS WAY, SUITE 300  
SACRAMENTO, CA 95833  
TELEPHONE: (916) 263-3680  
FACSIMILE: (916) 263-3672

VALID UNTIL JULY 31, 2021

VASQUEZ & CO LLP  
655 N CENTRAL AVENUE STE 1550  
GLENDALE CA 91203

In accordance with the provisions of  
Chapter 1, Division 3 of the Business and  
Professions Code, the firm named hereon  
is duly registered and entitled to practice  
as a Partnership.

5/19/19

1/19/19

----- POST IN PUBLIC VIEW -----

WASPAR 04/12/17

### Office Locations

Vasquez will staff the City with two partners, one audit manager, one I.T. manager, one senior, and one staff auditor. We will serve the City from our headquarters based in Glendale:

#### Headquarters

655 N. Central Avenue  
Suite 1550  
Glendale, CA 91203  
t) 213-873-1700  
f) 213-873-1777

#### Sacramento

1215 K Street  
17<sup>th</sup> Floor  
Sacramento, CA 95814  
t) 916-503-3269  
f) 916-503-2401

#### San Diego

333 H Street  
Suite 5000  
Chula Vista, CA 91910  
t) 858-263-2760  
f) 619-551-7001

#### Manila

29F Rufino Tower  
6784 Ayala Avenue  
Legaspi Village,  
Makati City,  
Philippines

### Range of Services

#### AUDIT

- Compliance audits
- Financial statement audits
- Financial statement review
- Financial statement compilation
- Forensic audit
- FAR audits
- Agreed-upon procedures
- Forecasts & projections
- Benefit plans

#### TAX

- IRS Representation
- Return of Organization Exempt from Income Tax
- California Exempt Organization Annual Information Return
- Annual Registration Renewal Fee Report

#### RISK

- Corporate governance
- Enterprise risk management
- Sarbanes-Oxley consulting
- Regulatory compliance
- IT risk advisory
- Security & privacy
- Fraud



#### ADVISORY

- Internal control reviews
- Strategic planning
- Organizational analysis
- Internal audit
- Political accounting & compliance
- Outsourced accounting
- Offshore accounting
- Outsourced CFO/Controller
- Systemized IT risk projects
- Business process and strategic analysis
- Data analytics

#### PERFORMANCE

- Business intelligence / Corporate performance management
- Performance improvement & implementation
- Performance audit
- Expense reduction analysis



## Independence

Vasquez meets the independence requirements of the auditing standards generally accepted in the United States of America and the *Government Auditing Standards*, published by the United States General Accounting Office ("Yellow Book") related to the City and its component units.

## Conflict of Interest

Vasquez discloses that it performed the annual financial audit of the Proposition A Local Return Fund, Proposition C Local Return Fund, Measure R Local Return Fund, Measure M Local Return Fund of the City for the years ended June 30, 2020.

Our conflict identification process found no interests or relationships that would be deemed adversarial to the City.

## Independence Policies and Monitoring Programs

One of the objectives of our system of quality control is to provide reasonable assurance that our firm and personnel comply with relevant ethical requirements when discharging professional responsibilities. Relevant ethical requirements include independence, integrity, and objectivity.

Our firm satisfies this objective by establishing and maintaining policies and enforcing specific procedures relative to the following:

- Personnel adherence to relevant ethical requirements such as those in regulations, interpretations, and rules of the AICPA, Securities and Exchange Commission, Department of Labor, Public Company Accounting Oversight Board, U.S. Government Accountability Office, state CPA societies, state boards of accountancy, state statutes and any other applicable regulators.
- Communicating independence requirements to firm personnel and, where applicable, others subject to them.
- Identifying and evaluating possible threats to independence and objectivity, including the familiarity threat that may be created by using the same senior personnel on an audit or attest engagement over a long period, and to take appropriate action to eliminate those threats or reduce them to an acceptable level by applying safeguards.
- Withdrawing from engagements if effective safeguards to reduce threats to independence to an acceptable level cannot be applied.
- Written confirmation, at least annually, of compliance with policies and procedures on independence from all firm personnel required to be independent by relevant requirements.
- Confirming the independence of another firm or firm personnel in associated member firms who perform part of an engagement.
- Rotating personnel for audit or attest engagements where regulatory or other authorities require such rotation after a specified period.
- Advising acquired practice units of our policies related to independence, integrity, and objectivity.

## Litigation Disclosure

In the normal course of business, auditing firms are subject to litigation, including third parties. We do not have any matters that would prevent us from successfully serving the City.

Although it is our risk management practice not to comment on legal issues, we can inform you that in August 2019, the County of Los Angeles (County) and Vasquez reached a mutual settlement agreement, release, and compromise regarding a claim brought against Vasquez involving a former nonprofit client of Vasquez last audited in 2012. There was no determination on the merits of the matter, but, to avoid

# City of San Fernando

## Proposal for Auditing Services

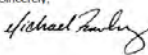
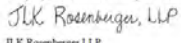
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additional cost and the uncertainty of litigation, the County and Vasquez agreed to resolve any and all claims, known and unknown, asserted and unasserted which the County may have had against Vasquez.

### Peer Review Report

Vasquez is a member of the American Institute of Certified Public Accountants (AICPA) Division of Firms and received a Peer Review Rating of "Pass" without comment - the highest rating from the AICPA on its peer review dated April 1, 2020. This peer review covered several government engagements similar in size and complexity as the City. A copy of the peer review opinion follows:

<p><b>AICPA</b> Peer Review Program Administered by the National Peer Review Committee</p> <p>American Institute of CPAs 220 Leigh Farm Road Durham, NC 27707-8110</p> <p>April 01, 2020</p> <p>Gilbert Vasquez Vasquez &amp; Company, LLP 655 N Central Ave Ste 1550 Glendale, CA 91203</p> <p>Dear Gilbert Vasquez:</p> <p>It is my pleasure to notify you that on March 25, 2020, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2021. This is the date by which all review documents should be completed and submitted to the administering entity.</p> <p>As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.</p> <p>Thank you for your cooperation.</p> <p>Sincerely,  </p> <p>Michael Fawley Chair, National PRC nprc@aicpa.org +1.919.402.4502</p> <p>cc: James Dougherty, Roger Martinez</p> <p>Firm Number: 900010138115      Review Number: 588010</p> <p>1-919-402-4502   1-575-492-4876   1-800-363-6849</p>	<p><b>JLK Rosenberger</b> Certified Public Accountants</p> <p>16475 Dineen Parkway, Suite 770 Addicks, Texas 75001 Tel: 972-491-6000 jrosenberger.com</p> <p><b>Report on the Firm's System of Quality Control</b></p> <p>December 20, 2019</p> <p>To the Partners of Vasquez &amp; Company LLP, and the Peer Review Committee of the State of California.</p> <p>We have reviewed the system of quality control for the accounting and auditing practice of Vasquez &amp; Company (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).</p> <p>The nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <a href="http://www.aicpa.org/summaries">www.aicpa.org/summaries</a>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.</p> <p><b>The Firm's Responsibility</b></p> <p>The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.</p> <p><b>Peer Reviewer's Responsibility</b></p> <p>Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.</p> <p><b>Required Selections and Considerations</b></p> <p>Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act, and audits of employee benefit plans.</p> <p>As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.</p> <p><b>Opinion</b></p> <p>In our opinion the system of quality control for the accounting and auditing practice of Vasquez &amp; Company applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Vasquez &amp; Company, LLP has received a peer review rating of pass.</p> <p>  J.K. Rosenberger, LLP  JLK Rosenberger LLP</p> <p>Proudly part of the <b>PKF</b> global family</p>
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## Qualifications of the Firm

Audits of governmental entities and particularly local municipalities have been and continue to be a key focus area for our firms. Besides serving as the independent auditor of the City's financial statements from 1999 to 2005, and current auditor of the City's Transportation Funds, we serve many other local municipalities and special districts, including water districts, transportation authorities, joint powers authorities, and educational institutions.

Clients
City of Agoura Hills
City of Alhambra
City of Antelope Valley
City of Arcadia
City of Artesia
City of Azusa
City of Baldwin Park
City of Bell
City of Beverly Hills
City of Calabasas
City of Carson
City of Claremont
City of Commerce
City of Compton
City of Covina
City of Cudahy
City of Culver City
City of Diamond Bar
City of Downey
City of El Monte
City of Gardena
City of Hawthorne
City of Hidden Hills
City of Huntington Park
City of Industry
City of Inglewood
City of Irwindale
City of La Puente
City of Lawndale
City of Long Beach
City of Lynwood
City of Maywood

Clients
City of Montebello
City of Monterey Park
City of Moreno Valley
City of Norwalk
City of Pico Rivera
City of Pomona
City of Rosemead
City of San Fernando
City of Santa Monica
City of Simi Valley
City of South El Monte
City of South Gate
City of Vernon
Alameda Corridor-East Construction Authority
Alameda Corridor Transportation Authority
Big Bear Municipal Water District
Encina Wastewater Authority
Hidden Valley Municipal Water District
Los Angeles County Metropolitan Transportation Authority
Metropolitan Water District of Southern California
Municipal Water District of Orange County
Needles Public Utility Authority
Plumas County Transportation Commission
Port of Long Beach
San Gabriel Basin Water Quality Authority
San Gabriel Valley Council of Governments
Southern California Regional Rail Authority
SunLine Transit Agency
Upper San Gabriel Valley Municipal Water District
Water Replenishment District of Southern California

### GFOA Client Awardees

Cristy Canieda, Vasquez Government Practice Leader, is a reviewer for the Government Finance Officers Association. Following is a list of significant government client engagements that have achieved their Certificate of Achievement for Excellence in Financial Reporting

- City of Baldwin Park
- City of Carson
- City of El Monte
- City of Lynwood
- City of Moreno Valley
- City of Simi Valley
- City of Temple City
- Encina Wastewater Authority
- San Joaquin Regional Transit Agency
- Water Replenishment District of Southern California
- Upper San Gabriel Valley Municipal Water District

### Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

A large number of our government clients receive federal funds. Our success in effectively serving these entities is based in part on our significant knowledge and experience with the U.S. Office of Management and Budget federal regulations entitled "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200*" (the Uniform Guidance).

Our industry-focused staff has undergone training courses dedicated to governmental accounting, auditing, and financial reporting, as well as specialized training in the compliance requirements of OMB Uniform Guidance regarding changes in Single Audit requirements. Our partners have conducted training for professional organizations on the subject of the new Uniform Guidance.

### Comprehensive Annual Financial Reports

Vasquez professionals are acknowledged experts on GAGAS regulations and GASB reporting requirements. We have substantial experience in the preparation of Comprehensive Annual Financial Reports that have assisted our clients in achieving the Government Finance Officers Association award for Excellence in Financial Reporting.

### Management Letter Comments

Providing value-added management letter comments is a priority for Vasquez. Our auditors/consultants' unique experience enables us to provide meaningful assistance beyond what most audit firms can provide. We do this through many different forms, but it comes primarily to identify issues before they become major problems for our clients. We meet with our clients throughout the year to get a better understanding of the challenges they are facing. Our clients have realized many benefits, including improved operational efficiencies, security, and proactive prevention of potential future audit issues.

### GASB Pronouncements

Our firm encourages early adoption of all applicable Government Accounting Standards Board (GASB) statements. Some of these standards have been monumental in establishing new financial reporting requirements for state and local governments throughout the United States and restructured much of the information that had been presented in the past.

We take a proactive approach in assisting all our government clients in understanding GASB activities from exposure drafts to the implementation of new standards. We accomplish this through our collaborations



with GASB, GFOA, ASBO, AICPA Government Audit Quality Center, and by taking the time to sit down with clients to discuss and plan for the impact of new GASB standards.

As a member of the RSM US Alliance, Vasquez personnel are routinely updated through RSM's formal and informal relationships with most key federal departments' officials. They have participated as an advisor to the President's Council on Integrity and Efficiency through the Quality of Audit Roundtable. They also maintain relationships with officials in the Office of Inspector General of many federal departments and agencies and close working relationships with key officials within GAO and OMB.

### Quality Control

Vasquez has an extensive quality control program designed to monitor compliance with the audit and accounting professional standards and firm policies. Our client service approach requires the active involvement of experienced partners and managers in the consulting and audit engagements to ensure that critical issues are identified and resolved on a timely basis.

### Review Process

All audit engagements are required to have a secondary review by either a report review specialist or a concurring reviewer. Before the reports, the financial statements, and any letter communicating reportable conditions and other letters are released, they must be reviewed by a report review specialist not otherwise associated with the engagement. The report review specialist's role is supportive of the partner and, organizationally, they are responsible for one or more offices.

Before the commencement of fieldwork and as the engagement progresses toward completion, the report review specialist is expected to aid the partner and the audit team in resolving complicated accounting, auditing, and reporting issues. Upon completion of the partner review and before the report's release, the report review specialist must review the financial statements, our report thereon, and the letter communicating reportable control structure conditions and any other specialized reports or letters to be issued.

The audit plan is reviewed and concurred with by a concurring reviewer designated for the industry before the commencement of fieldwork if the industry is designated as "high risk" by firm policy or when engagement risk is otherwise assessed as high, and the engagement is a first-time audit for the firm. If a concurring review is performed during planning, this reviewer will also review all of the firm's reports and discuss significant audit findings and issues with the engagement partner.

### Performance Monitoring and Assessment

The objective of the engagement performance element of our quality control is to provide reasonable assurance that:

- Engagements are consistently performed in accordance with applicable professional standards and regulatory and legal requirements
- Our firm or engagement partner issues reports that are appropriate in the circumstances

Policies and procedures for engagement performance address all phases of the engagement's design and execution, including engagement performance, supervision responsibilities, and review responsibilities. Policies and procedures require that consultation takes place when appropriate. Our firm has also established criteria against which all engagements are to be evaluated to determine whether an engagement quality control review should be performed.

We satisfy the above objectives by establishing and maintaining the following policies and procedures:

- Planning for engagements meets professional, regulatory, and firm requirements.
- Qualified engagement team members review work performed by other team members on a timely basis.

- Vasquez establishes procedures addressing the nature, timing, extent, and documentation of the engagement quality control review.
- Vasquez establishes criteria for the eligibility of engagement quality control reviewers.
- Vasquez requires that consultation take place when appropriate; that sufficient and appropriate resources are available to enable appropriate consultation to take place; that all the relevant facts known to the engagement team are provided to those consulted; that the nature, scope, and conclusions of such consultations are documented; and that conclusions resulting from such consultations are implemented.

Management follow-up procedure internally called "Voice of the Client" to set the tone of "how we did" and "where we can improve."

## References

Client Contact	Engagement Description	Engagement Partners
<b>City of Moreno Valley</b> Marshall Eyerman (951) 413-3021	Annual financial and compliance audit, Single Audit (Uniform Guidance), State Controller's Report, Child Development Fund audit, AQMD Fund audit, management letter. <b>GFOA Award.</b>  Year: 2018-19 Total cost: \$80,560	C. Canieda Lead Partner R. Martinez QC Partner
<b>City of El Monte</b> Bruce Foltz (626) 580-2001	Annual financial and compliance audit, single audit, GANN Limit calculation, management letter, State Controller's Report, Report on Allocation of Costs to Enterprise Fund. <b>GFOA Award.</b>  Year: 2018-19 Total cost: \$89,000	L. Narciso Lead Partner C. Canieda QC Partner
<b>City of Simi Valley</b> Irene Peterson (805) 583-6785	Annual financial and compliance audit, Single Audit (Uniform Guidance), GANN Appropriation Limit, Simi Valley Library compliance, Public Service Center for Sanitation and Waterworks compliance, Management letter. <b>GFOA Award.</b>  Year: 2018-19 Total cost: \$67,447	C. Canieda Lead Partner R. Martinez QC Partner
<b>City of Baldwin Park</b> Rose Tam (626) 960-4011	Annual financial, compliance audit, Single Audit (Uniform Guidance), AQMD Fund audit. <b>GFOA Awards.</b>  Year: 2018-19 Total cost: \$70,000	C. Canieda Lead Partner L. Narciso QC Partner



## Work Plan

As part of an audit engagement, we leverage a formal project management methodology to ensure that all tasks are planned effectively and ultimately completed on time. Any changes in the schedule will be properly documented and authorized. As part of the planning process, we will work with you to agree upon a communications plan that will set forth the protocols for periodic status updates and escalations throughout the project. Throughout the audit, we will provide regular status reporting consistent with the communications plan.

Embedded within your audit team are experienced project managers who have strong project management skills. These Vasquez team leaders will provide highly collaborative project management expertise and consultation to the City to ensure no surprises during the audit. Additionally, Vasquez will continuously look for ways to improve the management and execution of the audit. We want to ensure that audit planning, scheduling, and budgeting are executed properly and on a timely basis.

At each phase of our engagement, our client service standards guide us toward providing an exceptional customer experience – one in which we become a trusted adviser and bring innovative ideas and solutions that deliver value to you.

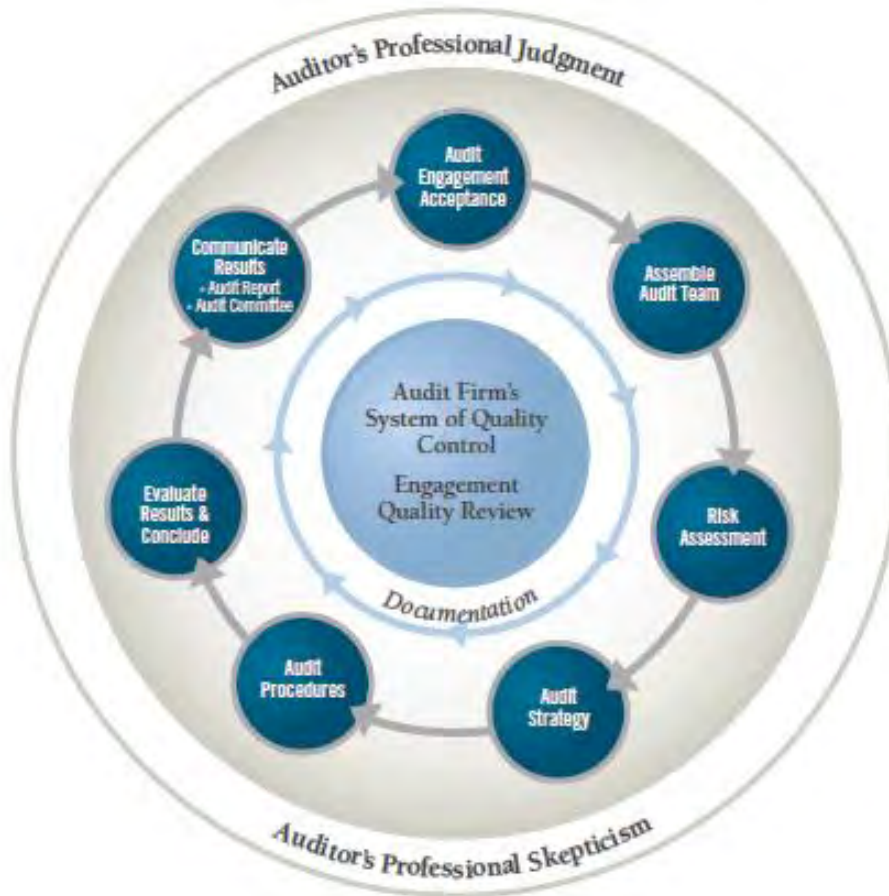
- **We understand.** Our audit and consulting professionals follow our CaseWare process, which provides us with a thorough understanding of your business, current situation, needs, and expectations to ensure there will be no surprises at each phase of the engagement.
- **We communicate.** Our team is trained to communicate with consistent and open dialogue at the right time to the right people.
- **We collaborate.** We collaborate to bring together the right expertise to meet your needs, resolve emerging issues proactively, and bring innovative ideas and solutions that deliver value to you.
- **We deliver.** We deliver what we promise – on time, on budget, and with the highest quality.



At Vasquez, we want to build strong relationships with our clients and continuously seek to understand ways to ensure the services we are providing align with their needs. We believe it is important to strive for continuous improvement in the ways we interact with and deliver services to clients. In part, we do this by adhering to defined client service standards and seeking feedback on our clients' performance.

Every financial statement audit engagement presents a different set of challenges. No two organizations are the same, and therefore, we must tailor the audit to each organization based on the specific risks identified.

Our audit approach is based on a risk assessment process which is planned and executed by experienced auditors. The results as depicted below form the basis for our audit strategy and procedures, and ultimately yield practical comments for strengthening internal controls and improving practices, as well as our opinion on the financial statements and our auditor's reports on internal control and compliance with laws and regulations.



## Risk Assessment

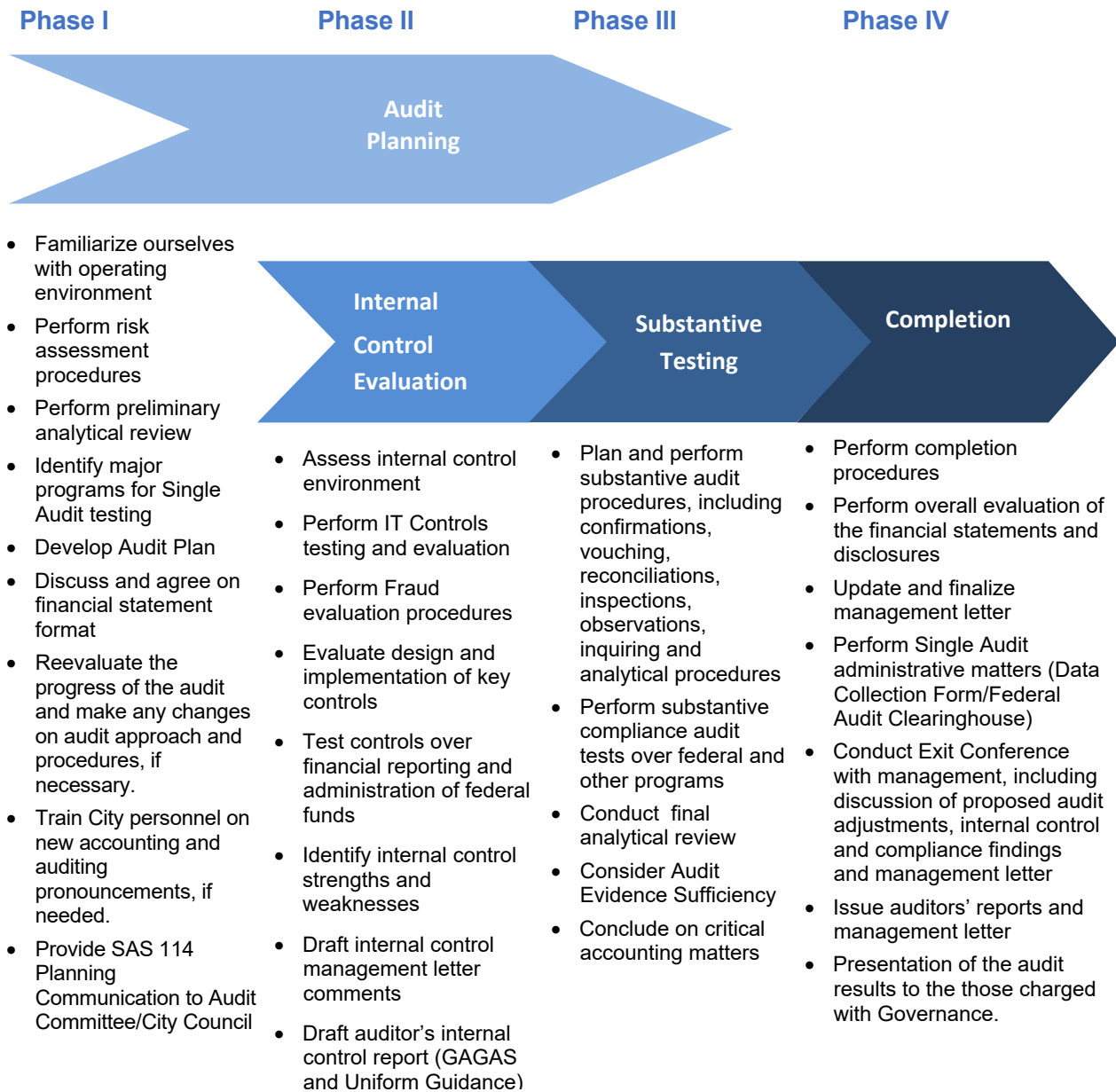
An effective audit plan's design depends on the audit team's ability to identify and assess the risk that the financial statements contain a material misstatement, whether caused by error or fraud. The risk assessment process will include:

- Obtaining an understanding of the City, its operation, and the environment in which it operates. This includes efforts to understand the events, conditions, and organizational activities that might reasonably be expected to affect material misstatement risks significantly. An understanding of the City and the environment will often involve consideration of such things like the regulatory environment, business objectives and strategies, and selection of an application of accounting principles.
- Considering information gathered during the engagement acceptance and continuance evaluation, including prior reports, audit planning activities, previous audits, and other non-audit engagements performed for the City.
- Inquiring of the audit committee, management, and others within the City about risks of material misstatement.
- Obtaining an understanding of the City's internal controls over financial reporting.
- Performing analytical procedures, such as a comparison of the City's current financial statement account balances to prior year financial statements and budgeted amounts and/or comparison of current relevant financial ratios to industry ratios or prior year ratios.



## Developing an Audit Strategy

In developing an audit strategy, we may decide to perform tests of the City's internal control over certain systems and processes. We assess the desirability of adopting such a strategy by considering cost/benefit considerations, the volume of transactions, and prior year results of control testing. If test results indicate that the City's internal controls are effective, we may decide to reduce the level of substantive tests that it performs as a basis for its opinion.



## Phase I – Audit Planning

The planning phase lays the foundation for the direction of our audit efforts. It encompasses the following steps:

- Conducting entrance conferences with the appropriate City management personnel. The agenda would include, but need not be limited to, the following:
  - The application of generally accepted accounting principles
  - Concerns of City management
  - Report requirements, refinements, and deadlines
  - Initial audit approach and timing schedule
  - Assistance by City personnel
  - Establishment of principal contacts
  - Progress reporting process
  - Consideration of Fraud in a Financial Statement Audit
  - The auditors' responsibility for fraud prevention
  - Scheduling inquiries of management and others (including non-accounting personnel) about the risk of fraud
- We believe it is important for us to assist the City in implementing new accounting, auditing, and compliance requirements. For that reason, we intend to schedule training with City personnel involved in all phases of the audit for them to have a clear understanding of the latest technical changes for their respective areas and have a clear understanding of the audit requirements and timeline.
- Expanding our understanding of the City and its operating environments. We will accomplish this by familiarizing ourselves and updating our knowledge of applicable background information pertinent to the City, its component units, their mission, funding sources, and structure through our review of the following:
  - Applicable state legislation
  - The City's charter, if applicable, and Municipal Code
  - Organizational charts
  - Minutes of Council and Audit Committee meetings
  - Policies and procedures manuals, administrative codes, rules and regulations
  - Description of the City's financial and other information systems
  - Recent financial statements and key operating statistics
  - Reports of special audits by regulators or other auditors
  - Contracts and major commitments
  - Grant agreements
  - Significant operating agreements
  - Cost allocation plans
  - Possible effects on the City of the actions of regulatory agencies
  - Fraud risk assessment processes
  - Utility rate ordinances
  - Bond ordinances and offering statements
  - I.T. Strategic Plan

- Through our background knowledge of the City and our fact-finding process, we will develop an in-depth understanding of the areas of concern. We will be able to meet with City management to discuss areas that might have a significant impact on the timing and completion of the audits or that may be of particular concern to management. We will review such areas in-depth to obtain an early understanding and resolution of any "problem" areas that may impede our progress and to develop our overall approach so that the City will have sufficient time to develop the data necessary for the completion of the audit with a minimum amount of disruption of the day-to-day routine.

Our planning process will include a specific review of computer activities performed by City personnel to:

- Determine the organizational and operational controls over the data being processed, including, but not limited to: system development and maintenance controls, hardware controls, and access controls
- Evaluate the degree of "control consciousness" among personnel
- Determine the potential impact of general control strengths and weaknesses
- Consider the possibility of management override of controls.

Our principal sources of information for this review will be interviews with responsible accounting and computer operations personnel, reviews of program documentation for the City's system, as well as direct observations made by our audit team.

- The audit team will use our analytical review techniques to identify other areas that may require attention. Until the year-end account balances are finalized, our review will focus on budgets compared to actual/projected information. We can thus identify sensitive areas to determine whether they are indeed areas requiring extra attention. We will also focus on unusual fluctuations occurring within individual funds to identify accounts and areas which merit further investigation.
- Based on our understanding of the City's operating environment, through our analytical review and other planning procedures, we will meet with City personnel to highlight areas to be emphasized during the audit. We will concentrate our efforts on the identified areas of audit concern and areas that we know to be important to City management. Some of our preliminary audit concerns are elaborated as follows:
  - Compliance with applicable laws, regulations, and reporting requirements
  - Receipt of all revenue to which the City is entitled
  - Purchase authorizations within budgetary limitations
  - Adequate safeguarding of City cash, investments, and inventory assets
- We will work directly with the appropriate City personnel to discuss the financial statements and footnotes in accordance with all authoritative accounting systems and interpretations. Accordingly, we will meet to discuss and agree upon the format for the individual and general-purpose financial statements and any additional requirements that may be relevant because of recent or pending professional pronouncements. (See "Phase IV - Completion" for a more in-depth discussion of our financial reporting capabilities.)

### Interim audit testing

Our audit approach is flexible and can be tailored to fit the evolving needs of the City. We will work with you to review the current audit schedule to determine the best approach for the financial statement audit's various phases. We provide you the option of interim audit effort or after year-end. There are several advantages to performing interim testing, such as:

- It shifts the timing of our testing into less busy periods of the year for your staff and our staff.
- It allows us to focus on the high-risk areas before the year-end close, which provides more time to deal with issues if any.

- It allows us to judge the quality of the interim period, rather than solely year-end, financial statement information, and cut-offs, which allows more opportunity for us to identify and for the City to implement best practices over internal controls and processes.

There are advantages to performing interim audit testing, and, as we stated previously, we will work with you to determine the best approach, and you will control this process.

## Phase II – Control Evaluation

Understanding how key systems and processes contribute to your overall processing environment and affect the reliability of financial information is a primary element of our audit approach. Our objective is to assess whether the standards of security, integrity, continuity, and control are conducive to reliable processing, consistent with the City's technology standards, and appropriate to safeguard your information assets.

### I.T. general controls

I.T. general controls are pervasive controls within the I.T. environment. The following types of I.T. general controls are typically addressed in our audit approach:

- **Logical security (access to programs and data)**—includes the components of management governance over Information Technology (policies and procedures, monitoring), application configuration (passwords, service accounts, super users, user identification/authentication), and security of the physical assets.
- **Change control management**—assesses program changes (upgrades, service patches, source code) moved into the production environment. The processes applied to ensure the appropriate initiation, authorization, segregation, testing, and approval are evident.
- **Data backup and recovery**—reviews that the data backup process and ability to recover data for the financially significant applications, databases, spreadsheets, and operating systems for the given opinion period are complete, tested, and maintained, including the handling of errors.
- **Job processing**—tests for the completeness of data interfacing into the financially significant applications and the change management processes for handling errors, script changes, and interface edits.
- **Security administration**—addresses the user access provisioning (new hire on-boarding, position/role changes, employee separation) for the financially significant applications, databases, spreadsheets, and operating systems, along with management's review of access for completeness, segregation of responsibilities, and accuracy.

*Out testing of IT application controls provides strong audit evidence and streamlines the audit process.*

### I.T. application controls

I.T. application controls apply to the business processes they support. These controls are embedded within the software applications to prevent or detect unauthorized transactions. When combined with manual controls, application controls verify completeness, accuracy, authorization, and validity of processing transactions. Our methodology for assessing application controls is as follows:

- Define materiality by the system, such as utility billing, cashiering, purchasing and disbursements, revenues, payroll, and asset management, using business process mapping as a starting point.
- Map various transaction types to identify key controls and determine if the control is an application control or manual control.
- Utilize our proprietary questionnaires to help verify and test various types of automated controls.

- Through inquiry, review of written policies and procedures, and on-site testing evaluate application security controls, which are controls to verify that minimum access to applications is allowed for individuals to perform their job.
- Through inquiry, review of written policies and procedures, and on-site testing, evaluate input controls that ensure that transactions are initially recorded, entered, and accepted by the application accurately and completely.
- By developing and testing a sample of transactions, evaluate processing controls, ensuring that transactions are processed by the application programs accurately and completely.
- Through inquiry and review of written policies and procedures, evaluate output controls, which ensure that output is complete and is delivered (standard or customized) to the appropriate parties in an appropriate manner.
- Through inquiry, review of written policies and procedures and tests of a sample of transactions, evaluate interface controls, which ensure that transactions between multiple systems are secure and integrity of the information transmitted is maintained, accurate and complete.

### Phase III – Substantive Testing

Sampling is one of the methods we use to obtain efficiency in the audit process. In designing and implementing a sampling plan, we consider the specific audit objective to be achieved and determine that the audit procedures to be applied will achieve that objective. We will:

- Define the objective of the test.
- Define the population to be sampled, the element of the population to be examined (sampling unit), and what an error is.
- Determine which sampling technique is most appropriate.
- Determine the appropriate sample size and select a sample that is intended to be representative of the population.
- Examine each sample item to determine whether it represents an error or an exception.

Substantive Testing – The purpose of the substantive tests is to provide reasonable assurance of the validity of the information produced by the accounting system. These tests will include various detailed tests, such as inspection of underlying source documents, confirmations, and reconciliations. We will also perform analytical procedures, including ratio analysis, comparisons of actual-to-budget information, and other procedures. Specifically, tests that we have found to be effective and efficient for the City audits include tests such as confirmation of cash, investments, grants receivable, loan balances and debt, tests of subsequent receipts for selected receivables, and unrecorded liabilities for payables.

Consideration of Fraud – The primary responsibility for the prevention and detection of fraud rests with those charged with governance and with management. It is important that management, with the oversight of those charged with governance, places a strong emphasis on fraud prevention, which may reduce opportunities for fraud to occur, and fraud deterrence, which could persuade individuals not to commit fraud because of the likelihood of detection and punishment. This involves a commitment to creating a culture of honesty and ethical behavior, which can be reinforced by active oversight by those charged with governance. Oversight by those charged with governance includes considering the potential for an override of controls or other inappropriate influence over the financial reporting process.

We are responsible for obtaining reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or error. As part of our audit planning process, we will perform procedures to obtain information that will be used for identifying the risks of material misstatement due to fraud, such as the following:

- Discussions with management and others within the City. These discussions would focus on obtaining an understanding of management's: (a) assessment of the risk that the financial statements may be materially misstated due to fraud, including the nature, extent, and frequency

of such assessments; (b) process for identifying, responding to, and monitoring the risks of fraud in the City, including any specific risks of fraud that management has identified or that have been brought to its attention, or classes of transactions, account balances, or disclosures for which a risk of fraud is likely to exist; (c) communication, if any, to those charged with governance regarding its processes for identifying and responding to the risks of fraud in the City; and (d) communication, if any, to employees regarding its views on business practices and ethical behavior. We will also make inquiries of management, and others within the City as appropriate, to determine whether they have knowledge of any actual, suspected, or alleged fraud affecting the City.

- Discussions with those charged with governance. We will obtain an understanding of how those charged with governance exercise oversight of management's processes for identifying and responding to the risks of fraud in the City and the internal control that management has established to mitigate these risks.
- Evaluation of unusual or unexpected relationships identified. Unusual or unexpected relationships, variances, or balances that we may identify during our preliminary analytical review procedures will be evaluated for an indication of risks of material misstatement due to fraud.
- Discussions among our audit team members. This discussion will involve an exchange of ideas or brainstorming among our audit team members about how and where the City's financial statements might be susceptible to material misstatement due to fraud, how management could perpetrate and conceal fraudulent financial reporting, and how assets of the City could be misappropriated.

Adjusting Journal Entries – Adjusting journal entries proposed by our auditors, if any, will be discussed and explained to the Finance Director and others as appropriate. Our practice is to discuss issues and proposed audit entries with the program manager or management personnel immediately responsible for the program to ensure that we have not misunderstood that particular situation. This will ensure that the proposed entry or management comment and recommendation are accepted by the immediate manager in charge and ensure that the recommendation is feasible and makes business sense. It is also our policy to address issues and resolve them as they arise, rather than at the end of the audit. In short, there will not be any surprises.

Our work plan's final element is the regular reporting to City management personnel to apprise them of our progress. We believe communication is vital. We have stressed the importance of continuous close relationships throughout this proposal and have indicated the various points we will meet for specific discussions and decisions.

*Any and all potential exceptions or findings will be immediately discussed with knowledgeable personnel and summarized in weekly status meetings to ensure accuracy of any findings, time for management to correct noted deficiencies and the avoidance of any surprises.*

#### Phase IV - Reporting

- Review federal, state, and other grant reporting requirements;
- Determine which internal control findings are significant deficiencies or material weaknesses;
- Prepare findings and draft the auditors' reports;
- Review draft reports with City management; and
- Evaluate management feedback and proposed corrective actions, make revisions as necessary, and finalize the report.

Ample time will be provided for management review of all reports in draft form.



### Management letter

After our audit, separate from any significant internal control deficiencies or items of noncompliance we may have identified and included in the respective auditors' reports, we will also provide our comments and observations for improvements to operating, accounting, and business practices. The diverse experience of our personnel, the fresh perspectives of our team members, combined with their independent and objective viewpoints, will likely yield valuable information. The findings and other comments will contain, as warranted and appropriate:

- Specific recommendations for improvement of the accounting practices and procedures and the internal accounting and administrative controls.
- Comments on the design, controls, and audit trails of new and redesigned automated systems, along with suggestions to improve processing methods and procedures.
- Suggestions for operational improvements or cost efficiencies noted during our examination.
- Comments relative to ensuring compliance with the applicable laws, rules, and regulations, including Office of Management and Budget (OMB) and U.S. Government Accountability Office (GAO) guidance and regulations.
- Comments regarding the implementation of the new GASB pronouncements.
- Other comments, recommendations, or observations regarding best practices that we believe may be of interest.

### Single Audit Approach

We will utilize an integrated audit approach. This means we will coordinate the Single Audit testing of major federal programs with the testing of internal controls and systems in conjunction with the financial statement audit. Each major program requires a separate opinion on compliance with federal rules and regulations. The scope of our testing will be sufficient and specific enough to allow opinions on each of the City's major programs. We will perform risk assessment procedures, including:

- Review of prior years' reported findings; and
- Consideration of the extent of continuing or new personnel assigned to administer each major federal program.

Our procedures for testing major federal programs will be performed as follows:

- Hold a planning meeting with the accounting managers and grant administrators.
- Make a preliminary assessment of the condition of the records and controls and determine the procedures necessary to more fully document the systems.
- Obtain copies of the grant agreements under which federal financial assistance is provided.
- Document any program-specific compliance requirements contained in the agreements beyond those included in the OMB Compliance Supplement.
- Review reports completed to meet the federal financial reporting requirement.
- Document our understanding of program requirements and other laws and regulations.
- Establish detailed work plans and audit timetables in conjunction with management.
- Schedule regular status meetings to monitor the audit process.
- Review the inventory of grants and other federal and state assistance.
- Test the completeness and accuracy of the schedule of expenditures of federal awards.
- Examine any external, state, and federal audit reports for control weaknesses, compliance exceptions, or questioned costs.

The extent of testing and sampling depends on many factors, including environmental controls, previous audits, and the number of locations at which controls are administered. Our sampling plan will conform to the AICPA's guidance for testing compliance.

# City of San Fernando

## Proposal for Auditing Services

**EXHIBIT "A"**  
**CONTRACT NO. 1980**  
 21

### Timeline

Deliverables	Tasks	Start	End
I. City Financial Statement Audit	<b>PLANNING</b>		
	Review of prior year CAFR, Council minutes, budget, and other background information.	5/10/2021	until completion
	List of interim schedules and documents to be provided by the City furnished by Vasquez	5/10/2021	5/14/2021
	<b>INTERIM FIELDWORK</b>		
	Entrance conference	5/17/2021	5/17/2021
	Interim testwork (primarily internal controls and compliance tests of details)	5/17/2021	6/4/2021
	Status Conference	5/28/2021	6/4/2021
	<b>YEAR-END AUDIT PROCESS</b>		
	List of final schedules and documents to be provided by the City furnished by Vasquez	9/20/2021	9/20/2021
	City books to be closed with all schedules and documents available	10/4/2021	10/8/2021
	Entrance Conference for final fieldwork	10/11/2021	10/11/2021
	Final Fieldwork	10/11/2021	10/29/2021
	Exit conference	11/5/2021	11/5/2021
	<b>FINANCIAL REPORTING</b>		
	Initial draft of CAFR to be provided by Vasquez to City	11/12/2021	11/12/2021
	Revisions to draft CAFR	11/13/2021	11/26/2021
	Finalize CAFR	11/29/2021	12/3/2021
	Presentation to the City Council	TBD	
II. Single Audit	Entrance conference	10/11/2021	10/11/2021
	Test of compliance with grantor requirements and OMB Regulations	10/18/2021	10/29/2021
	Exit conference regarding Single Audit findings	11/5/2021	11/5/2021
	Draft report provided by Vasquez to the City	12/10/2021	12/10/2021
	Final comments from City provided to Vasquez	12/13/2021	12/17/2021
	Final Single Audit Report available for issuance	12/31/2021	12/31/2021
	Single Audit Clearinghouse submission procedures performed by City and Vasquez	12/31/2021	12/31/2021
GANN Appropriations Limit	Reporting	11/12/2021	11/12/2021



## Project Staffing

Our team structure, staffing, service approach, communication, and coordination are refined to fit the City's unique needs. We staff our engagements with individuals focused on a dedicated industry to ensure expertise at all engagement team levels.

Our expertise in the government-industry allows our team to understand the nuances of your specific business and translate that knowledge into better solutions, faster responses to your questions, and a more comfortable (and valuable) working relationship overall.

We devote significant time to training and research activities to understand the economics, operations, and trends affecting local government. Our perspective is that of a knowledgeable independent auditor who can relate to the City's unique aspects. This perspective enables us to provide efficient and cost-effective audit services for our clients.

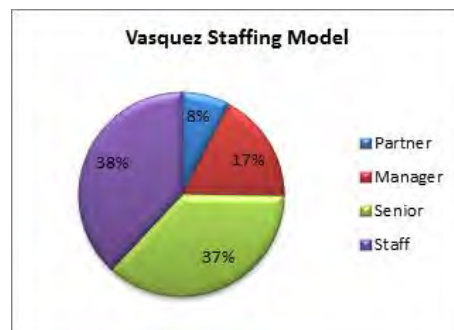
You should note that the audit team we are proposing for the City assignment has experience with other entities similar to yours. The City's advantage is the confidence you'll have in knowing you will be served by partners, managers, and staff with direct experience with your operations, systems, and personnel.

## Partner Involvement

Our structure ensures that senior engagement team members can spend time on-site, checking the quality of our work, not just verifying we are on target to meet deadlines. Our engagement partners will provide frequent, valuable insight to City staff and close supervision of the audit team. Ms. Canieda and all senior members will engage in regularly scheduled meetings with you to answer questions, provide guidance, and help ensure issues are identified and resolved promptly.

Vasquez has built its reputation on close partner involvement and maintaining strong client relationships. We have structured our engagement team with extensive partner involvement. You will find our average partner-to-staff leverage ratio is higher than most other firms.

Beyond partner leadership and support, an audit is only as good as the people doing the bulk of the work on a day-to-day basis. We are committed to providing a staff resource pool that embodies the attributes that you expect of your auditor, including technical expertise in GASB, knowledge of the government and private industries, and softer skills such as respect, empathy, and timely response to questions. Each team member allocated to serve the City brings relevant experience and receives industry training through our Continuing Professional Education program.



## Continuing Professional Education Program

To ensure that our professional staff remains up to date on the latest audit and accounting developments and meet the requirements for maintaining active licensure in good standing, we see that our professional staff receives the required number of CPE hours within the established period. Vasquez also conducts in-house seminars for the professional staff. Our team is held to a high standard of quality; we offer the following CPE Programs for our staff:

- Continuing Education courses provided by the American Institute of Certified Public Accountants (AICPA), which the firm sponsors live and in-house for its staff and clients conducted by highly qualified professionals from the AICPA and the California CPA Education Foundation.
- Attendance at conferences and seminars related to government accounting sponsored by:
  - Government Finance Officers Association
  - Association of Local Government Auditors, and the

- California Society of Municipal Finance Officers
- RSM US Alliance.

Following is a list of CPE courses provided by Vasquez for the current year and the past three (3) years:

Course	Date
Government Audits	07/30/2020
Nonprofit Accounting and Auditing Update	07/08/2020
Audit Planning, Risk-Based Audit Concepts, Roles of the Audit Engagement Team	06/16/2020
Implementing the New Independence Requirements of GAS	05/27/2020
CalCPA Governmental Accounting and Auditing Conference	05/20/2020
Governmental Accounting and Auditing Virtual Conference	04/30/2020
Q1 Current Accounting Topics Quarterly Updates – 2020	04/22/2020
FAR Audit Training	04/07/2020
	10/24/2019
CalCPA Accounting & Auditing Conference Webcast	10/25/2019
Emerging Topics in Auditing – 2019	10/22/2019
Risk Assessment for Audits of State and Local Governments	09/17/2019
2019 Government & Nonprofit Audit and Accounting Updates	08/22/2019
Accounting Under FASB's New Lease Standards	08/01/2019
Unique GASB Accounting, Reporting, and Audit-Related Issues for Intermediate Level Auditors	07/25/2019
Q2 Current Accounting Topics Quarterly Update	07/09/2019
Compliance Audit Update	07/08/2019
NFP Accounting and Auditing Update	06/20/2019
Basic Concepts Government Accounting and Auditing	06/19/2019
GASB Basics Financial Statements for State and Local Governments	06/11/2019
Not For Profit Conference	06/07/2019
Basic Government/City Financial Reporting	05/24/2019
Not For Profit Entities: 2019 Audit and Accounting Issues	05/01/2019
2019 Governmental Audit Quality Center Annual Update Webcast	04/30/2019
Recovering Federal Grant Indirect Costs – A Tutorial for Nonprofit Organizations	03/21/2019
Compliance Audit Update – Intermediate	08/09/2018
2018 Governmental Audit Quality Center Annual Update Webcast	07/11/2018

Course	Date
2018 Compliance Supplement and Single Audit Update	06/07/2018
Not-for-Profit Webcast	06/06/2018
Not-for-Profit Organizations Conference	06/05/2018
Government Audit Quality Center Annual Update Webcast	05/08/2018

The team members we have selected to serve the City has extensive experience in audits of local municipalities in California. All key team members of the Vasquez team proposed to serve the City meet the requirements for performing audits in accordance with Government Auditing Standards and have not been debarred or suspended from providing the services requested.

Team Member	Role
Cristy Canieda Partner	Cristy Canieda, Vasquez Government Practice leader with over twenty (20) years of public accounting experience, will lead and supervise the auditors in performing the engagement and provide technical assistance as appropriate.
Roger A. Martinez Partner	Roger A. Martinez, Vasquez Audit Practice Leader with twenty (20) years of public accounting experience, will have the responsibility of technical reviewer for the engagement and work closely with the Engagement Lead Partner in reviewing evaluating the audit fieldwork and reports.
Isidro Conde Senior Audit Manager	Isidro (Cid) Conde, Vasquez Senior Manager with over twenty (20) years of public accounting and auditing experience, will work closely with the Partners in planning, coordinating, and reviewing the fieldwork for the City's annual financial and compliance audits. He will manage the day-to-day activities and task accomplishments, monitoring progress, and ensure schedule compliance.
Michelle de Guzman Senior I.T. Manager	Michelle de Guzman, Vasquez Senior I.T. Audit Manager with over twenty-five (25) years of experience in I.T. consulting and auditing, will work with the I.T. Partner in performing audit procedures as they pertain to the City's financial systems and the Information Technology.



## CRISTY A. CANIEDA, CPA, CGMA

**Partner**

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655 N. Central Avenue, Suite 1550  
Glendale, CA 91203  
Tel: 213-873-1720  
Email: ccanieda@vasquezcpa.com

**Areas of Expertise**

Cristy's areas of expertise include overseeing all aspects of financial and compliance audits including internal control reviews and Single Audits performed in accordance with Office of Management and Budget Federal regulations entitled "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200*" (the Uniform Guidance), program specific audits, financial statement reviews, forecasts and projections to government agencies; preparation of comprehensive annual financial reports, State Controller's reports.

**Prior Experience**

- City of Baldwin Park
- City of Carson
- City of Cudahy
- City of El Monte
- City of Hawthorne
- City of Huntington Park
- City of La Puente
- City of Lynwood
- City of Montebello
- City of Moreno Valley
- City of Norwalk
- City of Pico Rivera
- City of Simi Valley
- City of Temple City
- City of Vernon
- SunLine Transit Agency
- Central Basin Municipal Water District
- Water Replenishment District of Southern California
- La Habra Heights Water District
- Rancho California Water District
- La Puente Valley County Water District
- Orange County Water District
- Jurupa Community Special District
- Coachella Valley Association of Governments
- Community Development Commission of Los Angeles County
- Upper San Gabriel Valley Water District
- Los Angeles County Metropolitan Transportation Authority
- Los Angeles Community College District

**Professional Background and Affiliations**

Cristy's professional background includes Diehl, Evans & Company and Audit Manager and Manager, Tech. Standards and Continuing Education with PwC. She is a Certified Public Accountant licensed to practice in the State of California.

**Educational Background**

Cristy received her Bachelor of Science in Accountancy and Associate in Government Auditing from Enverga University and her Master's in Business Administration from Ateneo Graduate School of Business. She remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects applicable to governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. She maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.

### Continuing Professional Education

Following are the continuing professional education courses completed by Cristy Canieda in the past three (3) years:

Course Title	Subject Code	Date
Detecting and Preventing the Top Ten Fraud Schemes: Inventory Fraud Schemes	F.R.	01/14/2020
Detecting and Preventing the Top Ten Fraud Schemes: Fraud Studies, Red Flags, Rules, and the Expectations	F.R.	01/14/2020
Detection and Preventing the Top Ten Fraud Schemes: Revenue Fraud Schemes	F.R.	01/14/2020
Ethics for California CPAs	E	01/15/2020
California Rules and Regulations	R.R.	01/15/2020
CalCPA Accounting & Auditing Conference Webcast	A.A.	10/24/2019
Q3 Emerging Topics in Auditing – 2019	A.A.	10/25/2019
State and Local Government Audit Risk Assessment	A.A.	10/22/2019
2019 Annual Governmental and Nonprofit Updates	A.A.	09/19/2019
Unique GASB Accounting, Reporting, and Audit-Related Issues	A.A.	08/22/2019
Q2 Emerging Topics in Auditing	A.A.	07/25/2019
Introduction to Governmental Audit and Accounting Issues	A.A.	07/18/2019
Q2 Current Accounting Topics Quarterly Update	A.A.	07/16/2019
Compliance Audit Update	A.A.	07/09/2019
Basic Concepts Government Accounting and Auditing	A.A.	07/08/2019
GASB Basic Financial Statements for State & Local Governments	G.V.	06/19/2019
Not-for-Profit Organization Conference	G.V.	06/11/2019
Basic Government/City Financial Reporting	A.A.	06/07/2019
GFOA Annual Conference (various topics)	G.V.	05/24/2019
Q1 Emerging Topics in Auditing – 2019	A.A.	05/19/2019
Not-for-Profit Entities 2019 Audit and Accounting Issues	A.A.	05/21/2019
2019 Government Audit Quality Center Annual Update Seminar	A.A.	05/15/2019
Q1 Current Accounting Topics – 2019	A.A.	05/01/2019
Recovering Federal Grant Indirect Costs – A Tutorial for Nonprofit Organizations	A.A.	04/30/2019
Compliance Audit Update	A.A.	04/10/2019
Fraud	A.A.	03/21/2019
Q2 Quarterly Accounting Update	F.R.	08/10/2018
2018 Annual Government and Nonprofit Update	F.R.	07/24/2018
2018 Compliance Supplement and Single Audit Update	A.A.	07/14/2018
Not-for-Profit Organizations Conference	A.A.	07/11/2018
2018 Governmental Audit Quality Center Annual Update Webcast	G.V.	06/07/2018
Q1 Current Accounting Topics – Quarterly Update 2018	G.V.	06/05/2018
	G.V.	06/08/2018
	A.A.	05/08/2018
	A.A.	04/19/2018



## ROGER A. MARTINEZ, CPA

**Partner**

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**Areas of Expertise**

Roger's areas of expertise include overseeing all aspects of financial and compliance audits including internal control reviews, Single Audits performed in accordance with Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200" (the Uniform Guidance), program specific audits, financial statement reviews, forecasts and projections to large complex governmental or regulated entities in California. His expertise also includes serving as a quality technical reviewer of governments at a national level and acting as an instructor on accounting, auditing and reporting issues to the public sector throughout the United States.

**Representation of Experience**

- City of Long Beach
- City of Vernon
- City of Adelanto
- City of Cudahy
- City of El Monte
- City of Huntington Park
- City of Norwalk
- Township of Addison
- Village of Hillside
- Village of Merrionette Park
- Village of Posen
- Village of River Grove
- Alameda Corridor – East Construction Authority
- Alameda Corridor Transportation Authority
- California State University System
- California State Teachers' Retirement System
- Los Angeles County Employees Retirement Association
- Los Angeles County Metropolitan Transportation Authority
- Los Angeles World Airports
- Los Angeles Community College District
- Metropolitan Water District of Southern California
- Port of Los Angeles
- San Joaquin Transit Agency
- SunLine Transit Agency

**Professional Background and Affiliations**

Roger is a member of the American Institute of Certified Public Accountants, California Society of Certified Public Accountants, Los Angeles Chamber of Commerce, and the Association of Latino Professionals in Finance and Accounting. He has held many board memberships with private companies and nonprofit organizations. He is currently on the Advisory Board for the Salvation Army, and Los Angeles County Medical Association.

**Educational Background**

Roger received his Bachelor of Arts, Major in Economics and Minor in Accounting from the University of California, Los Angeles. He remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects applicable to governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. He maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.



### Continuing Professional Education

Following are the continuing professional education courses completed by Roger Martinez in the past three (3) years:

Course Title	Subject Code	Date
Audit Sampling, Transaction Cycles, and Test of Controls Training	A.A.	07/01/2020
2020 Mandatory EBPACQ Designated Audit Quality Partner Audit Planning	A.A.	07/02/2020
2020 Mandatory EBPACQ Designated Audit Quality Partner Audit Planning	A.A.	07/29/2020
Data Privacy Training	T	08/04/2020
TaxWatch Webcast: SALT Conformity and Compliance Considerations	T	08/05/2020
Preparing Your Organization for a Federal Compliance Audit	A.A.	08/20/2020
2020 Federal Grants Management Update	G.V.	08/25/2020
Q3 Emerging Topics in Auditing – 2019	A.A.	10/22/2019
Risk Assessment for State and Local Governments	G.V.	09/17/2019
2019 Government & Nonprofit Audit and Accounting Updates	A.A.	08/22/2019
State and Local Governments – Testing Expenditures/Expenses	A.A.	08/20/2019
Unique GASB Accounting, Reporting and Audit-Related Issues for Intermediate Level Auditors	A.A.	07/25/2019
Unique GASB Accounting, Reporting and Audit-Related Issues for Intermediate Level Auditors	G.V.	07/25/2019
A&A Practice Leaders Peer Group	N	07/18/2019
Introduction to Government Audit and Accounting Issues	A.A.	07/16/2019
Q2 Current Accounting Topics Quarterly Update	A.A.	07/09/2019
Compliance Audit Update – 2019	A.A.	007/08/2019
Compliance Audit Update	A.A.	07/08/2019
Not-for-Profit Accounting and Auditing Updates	A.A.	06/20/2019
Basic Concepts Government Accounting and Auditing	G.V.	06/19/2019
GASB Basic Financial Statements for State & Local Governments	G.V.	06/11/2019
Not-for-Profit Organizations Conference	A.A.	06/06/2019
Basic Government/City Financial Reporting	G.V.	05/24/2019
Not For Profit Entities: 2019 Audit and Accounting Issues	A.A.	05/1/2019
2019 Governmental Audit Quality Center Annual Update Webcast	G.V.	04/30/2019
Recovering Federal Grant Indirect Costs – A Tutorial for Nonprofit Organizations	A.A.	03/21/2019
Compliance Audit Update – Intermediate	A.A.	08/09/2018
2018 Government & Nonprofit Audit and Accounting Updates	G.V.	07/11/2018
2018 Compliance Supplement and Single Audit Update	G.V.	06/07/2018
Not-for-Profit Organizations Conference	A.A.	06/05/2018
Implementing the New Revenue Recognition Standards in Manufacturing Industry	A.A.	05/23/2018
Government Audit Quality Center Annual Update Webcast	G.V.	05/08/2018
Introduction to SOC for Service Organizations Reporting	A.A.	03/30/2018



## ISIDRO CONDE, CPA

### Audit Manager

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655 N. Central Avenue, Suite 1550  
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Tel: 213-873-1700 x 221  
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### Areas of Expertise

Cid's practice is in managing all aspects of financial and compliance audits including internal control reviews, Single Audits performed in accordance with Office of Management and Budget Circular a-133 and Federal "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200" (the Uniform Guidance), program specific audits, financial statement reviews, forecasts and projections to government agencies; preparation of comprehensive annual financial reports and State Controller's reports.

### Representation of Experience

- City of Baldwin Park
- City of El Monte
- City of Huntington Park
- City of La Puente
- City of Montebello
- City of Norwalk
- City of Temple City
- City of Vernon
- City of Needles Public Utility Authority
- Los Angeles County Metropolitan Transportation Authority
- San Gabriel Valley Council of Governments
- SunLine Transit Agency
- Upper San Gabriel Metro Water District

### Professional Background and Affiliations

Cid's professional background includes S.J. Levy & Co. and SGV & Co, a member practice of Ernst & Young, where his practice was focused on audit engagement planning, budgeting and preparing audit programs, draft financial statements, tax returns and management reports. Cid is a Certified Public Accountant licensed to practice in the State of California.

### Educational Background

Cid received his Bachelors of Science in Commerce, major in Accounting, from the University of San Carlos. He remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects applicable to governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. He maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.



### Continuing Professional Education

Following are the continuing professional education courses completed by Isidro Conde in the past three (3) years:

Course Title	Subject Code	Date
CSMFO Conference	G.V.	01/29/2020
Ethics for California CPAs	E	01/31/2020
Ethics for California CPAs	E	02/17/2020
Impact of Compliance Errors	A.A.	05/03/2019
Q1 Emerging Topics in Auditing	A.A.	05/15/2019
Audit Documentation	A.A.	05/30/2019
Auditor's Responsibility for Fraud	F.R.	06/03/2019
Business Combination Accounting – Basics	A.A.	06/14/2019
Compliance Audit Update	G.V.	07/08/2019
Q2 Current Accounting Topic Quarterly Update	A.A.	07/09/2019
Introduction to Governmental Audit and Accounting Issues	G.V.	07/16/2019
Q2 Emerging Topics in Auditing – 2019	A.A.	07/18/2019
Unique GASB Accounting, Reporting, and Audit-Related Issues	G.V.	07/25/2019
Q3 Emerging Topics in Auditing – 2019	A.A.	10/22/2019
Ethics for California CPAs	E	01/31/2018
Auditor's Responsibility for Fraud Risk Assessment	F.R.	02/03/2018
Auditor's Responsibility for Fraud	F.R.	06/01/2018
Accounting for Leases	A.A.	06/13/2018
2018 Government & Nonprofit Audit and Accounting Update	G.V.	07/11/2018
Local Government Finance Update	G.V.	06/21/2018
Accounting for Income Taxes	A.A.	06/11/2018
Annual Governmental Accounting Update	G.V.	04/17/2018
Fiduciary Activities Accounting and Reporting Under GASB Statement No. 84	G.V.	07/12/2018
Auditor's Responsibility for Fraud	F.R.	07/24/2018



## MICHELLE DE GUZMAN, CISA, CISM

### IT Senior Manager

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### Area of Expertise

Michelle's practice is focused on planning, design and performance of IT Enabled Business Transformation; Global & Regional Project/Program Management; Business Process and Systems Management/Optimization; Shared Services, Business Process Outsourcing; Strategic Financial Planning, Analysis and Reporting; Activity Based Management; Information Security; IT Governance, Risk and Compliance; Sarbanes – Oxley (SOX) 404; IT Audit and Controls; Operational Excellence; ERP Security and Controls; ERP Materials Management; Enterprise Information Architecture; Master Data Management; Business Intelligence; Resolution and Incident Management; Performance Metrics; Global & Regional Team Development & Management

### Representation of Experience

- City of Baldwin Park
- City of El Monte
- City of Montebello
- City of Moreno Valley
- City of Simi Valley
- City of Vernon
- Encina Wastewater Authority
- San Gabriel Valley Water Company
- San Joaquin Regional Transit District
- Southern California Edison
- Sunline Transit Agency

### Professional Background and Affiliations

Michelle's experience includes fifteen years with The Coca-Cola Company (TCCC). During her tenure with TCCC, she led the company's Global Bottler Business Services group as their Chief Information Officer/Director. She also served as the Regional Information Security Officer for Asia Pacific, Middle East and Africa, who provided direction and assurance over the confidentiality, integrity and availability for Mondelez International's information.

Michelle's professional background includes PriceWaterhouseCoopers and Deloitte & Touche International. She is a certified SAP R/3 Materials Management Consultant, ITIL Foundation V3 Certified, Certified Information Systems Auditor (CISA) and a Certified Information Security Manager (CISM).

### Educational Background

Michelle received her Bachelor of Science in Accountancy from the University of the City of Manila, Philippines. She remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects applicable to a Finance/IT professional.

### Continuing Professional Education

Following are the continuing professional education courses completed by Michelle De Guzman in the past three years:

Course Title	Subject Code	Date
Transparency Readiness: Impact Beyond Changes and the CDM	AA	04/09/2020
Crisis Management – Using Technology to Securely Work from Home	O.T.	04/22/2020
Q1 Current Accounting Topics Quarterly Updates – 2020	A.A.	04/23/2020
Q1 Emerging Topics in Auditing – 2020	AA	05/15/2020
Implementing The New Independence Requirements of GAS	AA	05/27/2020
Financial Reporting View: Impairment of Non-Financial Assets	A.A.	05/28/2020
Audit Planning, Risk-Based Audit Concepts, Roles of Audit Engagement Team Members, and Fraud Risk Considerations	A.A.	06/16/2020
GAO Standards – Yellow Book	A.A.	06/19/2020
Q1 Emerging Topics in Auditing – 2019	A.A.	05/15/2019
Top Cybersecurity Threats Facing Middle Market Businesses	O.T.	06/05/2019
Managing Records & Information	O.T.	07/05/2019
FERC Standards of Conduct	O.T.	07/06/2019
Affiliate Transaction Rules	O.T.	07/12/2019
GAO Standards – Yellow Book	G.V.	08/02/2019
2019 Governmental & Nonprofit Accounting and Audit Update	G.V.	08/22/2019
Risk Management: Protecting You and the Firm	O.T.	02/05/2018
Building Patent-Centered Data Exchange into the HER	OT	02/06/2018
Innovative Uses of Analytics to Improve OutPatient Primary Care Delivery	A.A.	02/06/2018
Data Analytics	O.T.	02/06/2018
I.T. Fundamentals for Auditors	O.T.	02/06/2018
Introduction to Independence	A.A.	02/07/2018
Introduction to Professional Judgement	A.A.	02/07/2018
Transaction Cycle and Internal Controls Template	A.A.	02/09/2018
RSM US Risk Assessment Process	A.A.	02/09/2018
Materiality in Audit Engagements	A.A.	02/12/2018
Introduction to SOC for Service Organization Reporting	O.T.	04/02/2018
Q1 Current Accounting Topics Quarterly Update – 2018	A.A.	04/19/2018
2018 AICPA GAQC Annual Update Webcast	A.A.	05/08/2018
Q1 Emerging Topics in Auditing – 2018	A.A.	05/15/2018
Insights and Best Practices for Implementing ASC 606	AA	05/23/2018
Cybersecurity in Health Care: Risks, Costs, and Protective Measures	O.T.	05/30/2018
Audit Documentation	A.A.	05/31/2018
Auditor's Responsibility for Fraud	F.R.	06/01/2018

## Proposal Cost Sheet and Rates

Our fees for the services outlined in this proposal are based on our estimates of the time needed to complete the project at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. All pricing information contained in this cost proposal is negotiable.

Service		FY 2021	FY 2022	FY 2023	FY 2024	FY2025
City Audit and Related Reports	\$	35,500	35,500	37,275	37,275	39,139
GANN Limit Review Report		500	500	525	525	551
*Single Audit and Related Reports		4,000	4,000	4,200	4,200	4,410
<b>Total for Fiscal Year</b> (not-to-exceed)	<b>\$</b>	<b>40,000</b>	<b>40,000</b>	<b>42,000</b>	<b>42,000</b>	<b>44,100</b>

\* Note: Fee assumes one (1) major program subject to the Single Audit Act.

## Standard Billing Rates

Position	Rate
Partner	\$325
Manager	\$180
Supervisor	\$160
Senior Auditor	\$120
Staff Auditor	\$100



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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Anthony Vairo, Police Chief

**Date:** March 15, 2021

**Subject:** Consideration to Approve Participation in the Electronic Charge Evaluation Request Portal with the Los Angeles County District Attorney's Office and Approve an Operational Agreement with the Los Angeles County District Attorney's Office

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve the City of San Fernando (City) and the San Fernando Police Department's (Department) participation in the Electronic Charge Evaluation Request (eCER) portal with the Los Angeles County District Attorney's (LACDA) Office;
- b. Approve the Operational Agreement (Attachment "A" – Contract No. 1981) between the City, the Department and LACDA; and
- c. Authorize the City Manager and the Chief of Police to execute the Operational Agreement.

### **BACKGROUND:**

1. LACDA developed the Electronic Charge Evaluation Request Portal (eCER), a paperless system to conserve printed documents, utilizing a secure portal for initial criminal filing review between their office and law enforcement.
2. The eCER system also streamlines the criminal filing process and reduces law enforcement investigators' time at the local LACDA Office, which allows the investigator the ability to continue follow-up investigations on other criminal cases.

**Consideration to Approve Participation in the Electronic Charge Evaluation Request Portal with the Los Angeles County District Attorney's Office and Approve a Operational Agreement with the Los Angeles County District Attorney's Office**

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**ANALYSIS:**

LACDA's objective is to streamline criminal filing process, reduce printed copies of criminal filings and conserve valuable time between the LACDA and the Department. The newly created eCER portal established by LACDA will meet those objectives.

**BUDGET IMPACT:**

The term of the agreement will be for five years and may be terminated by either party with a (30) days' notice by issuing a written Notice of Termination. The eCER portal is at no cost to the City or the Department.

**CONCLUSION:**

Staff recommends that the City Council approve the City and the Department to participate in the eCED portal with the LACDA and authorize the City Manager and the Chief of Police to execute the Operational Agreement.

**ATTACHMENT:**

A. Contract No. 1981



**OPERATIONAL AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND  
THE CITY OF SAN FERNANDO**

**1. PARTIES**

This Operational Agreement (Agreement) is entered into by the **Los Angeles County District Attorney's Office** (District Attorney) and the **City of San Fernando** (City), a municipal corporation, and its Police Department (SFPD).

**2. PURPOSE**

The purpose of this Agreement is to set forth the terms and guidelines for the implementation and use of the Electronic Charge Evaluation Request portal (eCER).

eCER is a web application through which law enforcement agencies may submit crime reports and other supporting documentation for charge evaluation. Submission of criminal cases for charge evaluation through eCER will allow the Investigating Officer (IO) to remain in the field during the initial review process, thereby eliminating time waiting to meet with a deputy district attorney (Filing Deputy).

eCER does not eliminate the requirement that all criminal complaints must be signed by the IO, or the IO's designee.<sup>1</sup> eCER also does not alter the Superior Court filing deadlines or the procedures for filing the criminal complaint with the Superior Court. These deadlines and procedures, which are unique to each courthouse, must still be followed, and will be set forth in the appendix.

If a case submitted for charge evaluation through eCER results in the filing of a criminal complaint, the IO, or the IO's designee, must bring the required number of filing packets to the District Attorney's Office, sign the criminal complaint, and file the paperwork according to the relevant Superior Court procedures, as set forth in the appendix.

Effective communication between an IO and the Filing Deputy is essential to the efficient and proper review of all criminal cases.

Not all cases are appropriate for eCER submission. The District Attorney and the SFPD each retain the option to determine that a particular case should be personally presented by the IO to the Filing Deputy. Provisions for how each party shall be informed that an in-person charge evaluation is required shall be set forth in the appendix.

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<sup>1</sup> If the Superior Court implements an electronic filing program, the requirement for a wet signature on the criminal complaint will be reviewed.

**3. RESPONSIBILITIES OF THE DISTRICT ATTORNEY**

- a) Filing Deputies who are reviewing cases submitted through eCER will be available to consult with the IO via telephone and email throughout the charge evaluation process.
- b) The District Attorney, as the Host Agency, will be deemed the owner of the information entered into the application by eCER users in accordance with CJIS Security Policy version 5.6, section 5.1.1.
- c) The District Attorney, as the Host Agency, shall conform to federal and state laws relating to criminal justice information.
- d) The District Attorney shall provide training to SFPD as set forth in the appendix.
- e) The District Attorney shall provide Help Desk technical assistance regarding use of the eCER Portal Monday through Friday, 7:00 a.m. to 5:00 p.m.
- f) The District Attorney, in conjunction with the Los Angeles County Internal Services Department, will provide the necessary computer infrastructure to host the eCER application which will be accessible to SFPD via an internet browser.

**4. RESPONSIBILITIES OF THE SAN FERNANDO POLICE DEPARTMENT**

- a) All IOs submitting cases for charge evaluation through eCER must be available by direct telephone line during the evaluation process.
- b) If requested, IOs must be available to meet in person with the Filing Deputy during the charge evaluation process.
- c) SFPD will be responsible for the appropriate security measures as applicable to physical security of terminals and telecommunications lines within the SFPD's Data Network.
- d) SFPD personnel will meet background screening requirements.
- e) SFPD will supply workstations equipped with internet browsers.
- f) SFPD will supply Help Desk support of the physical hardware within the SFPD's computer network.

**5. PRIVACY AND DATA SECURITY**

- a) The term "personal information" shall have the same meaning as set forth in subdivision (g) of California Civil Code section 1798.29

- b) The District Attorney, as the Host Agency, acknowledges the privacy rights of individuals to their personal information, as defined in California Civil Code section 1798.29, that are expressed in the Information Practices Act (California Civil Code section 1798 *et seq.*) and in Article 1, Section 1 of the California Constitution.
- c) The District Attorney represents and warrants that its access, collection, use, storage, disposal, and disclosure of personal information does and will comply with all applicable federal and state privacy and data protection laws.
- d) The District Attorney shall implement administrative, physical and technical safeguards to protect personal information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which confidential information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms of this Agreement.
- e) The District Attorney shall maintain the privacy of personal information and shall be responsible for any notifications to affected persons (after prompt consultation with City and SFPD) whose personal information is disclosed by any security breach relating to the confidential information resulting from the acts or omissions of the District Attorney or of its personnel.
- f) A “security breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the District Attorney.
- g) The District Attorney shall be responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code section 1798.29.
- h) The District Attorney is required to maintain an Information Security Program sufficient to protect personal information.

## 6. INDEMNIFICATION

- a) The District Attorney shall defend, indemnify and hold harmless the City, its officers, employees, agents (each a City Indemnitee) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards penalties, fines, costs or expenses of whatever kind, including reasonable attorney’s fees, and the cost of enforcing any right to indemnification hereunder, arising out of or resulting from any third-party claim against any City Indemnitee arising out of or resulting from the District Attorney’s failure to comply with any of its obligations in this Agreement.
- b) The City shall defend, indemnify and hold harmless the District Attorney, its officers, employees, agents (each a District Attorney Indemnitee) from and against all losses,

damages, liabilities, deficiencies, actions, judgments, interest, awards penalties, fines, costs or expenses of whatever kind, including reasonable attorney's fees, and the cost of enforcing any right to indemnification hereunder, arising out of or resulting from any third-party claim against any District Attorney Indemnatee arising out of or resulting from the City's failure to comply with any of its obligations in this Agreement.

## **7. DURATION OF THE AGREEMENT**

This Operational Agreement shall be effective March 1, 2021. This Operational Agreement may be terminated by either party with thirty (30) days' notice by issuing a written Notice of Termination.

This Operational Agreement shall expire on February 28, 2026 unless terminated sooner, in whole or in part.

## **8. AMENDMENT OF THE AGREEMENT**

Should this Operational Agreement require modification, such changes shall be added by mutual agreement of the SFPD, the City and the District Attorney, in writing, and affixed to this Operating Agreement as the next Appendix in order.

## **9. CONTACTS**

The day-to-day contacts for each phase of the implementation of eCER shall be set forth in the appendix. Questions regarding the eCER project should be addressed to:

For Operational Issues:

District Attorney's Office  
James Garrison, Assistant District Attorney  
Line Operations  
[jgarrison@da.lacounty.gov](mailto:jgarrison@da.lacounty.gov)  
213-257-3036

San Fernando Police Department  
Irwin Rosenberg, Lieutenant  
Detective Commander  
[irosenberg@sfcity.org](mailto:irosenberg@sfcity.org)  
818-898-1255

For Technical Issues:

District Attorney's Office  
Systems Division, Technical Lead  
Richard Dai  
[rdai@da.lacounty.gov](mailto:rdai@da.lacounty.gov)

San Fernando Police Department  
Edward Martinez  
[emartinez@valeonetworks.com](mailto:emartinez@valeonetworks.com)  
818-233-1697

WE, THE UNDERSIGNED, AGREE TO THE PROVISIONS AND INTENT OF THIS  
OPERATIONAL AGREEMENT AND APPENDIX A.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Anthony Vairo, Chief of Police  
San Fernando Police Department

Dated: \_\_\_\_\_

\_\_\_\_\_  
Nick Kimball  
City Manager  
City of San Fernando

Dated: \_\_\_\_\_

\_\_\_\_\_  
George Gascón  
District Attorney  
Los Angeles County  
District Attorney's Office

## **APPENDIX A**

### **OPERATIONAL AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND THE CITY OF SAN FERNANDO**

#### **I. SCOPE OF AGREEMENT**

Use of eCER under Appendix A shall be limited to cases originating from the San Fernando Police Department (SFPD) and submitted for charge evaluation to the District Attorney's San Fernando Branch Office.

Appendix A shall apply to in-custody filings, bonds, cites, and warrants.

#### **II. EFFECTIVE DATE**

Appendix A shall be effective March 1, 2021 and shall remain in effect until either party terminates the Operational Agreement or it expires, or the Appendix is superseded by another Appendix.

#### **III. AMENDMENTS**

Any modifications to this Appendix shall be made in writing and by mutual agreement of the parties.

#### **IV. TRAINING**

The District Attorney's Office will coordinate with SFPD staff and Investigating Officers (IO) to ensure that participants receive the necessary initial in-person training for the use of eCER. Thereafter, SFPD shall be responsible for training any additional personnel on the use of eCER.

#### **V. PROCEDURES**

IOs submitting any case through eCER shall be available for consultation with the Filing Deputy by telephone during the entire charge evaluation process.

Upon request of the Filing Deputy, IOs submitting cases through eCER shall be present at San Fernando Branch Office during the charge evaluation process. Filing Deputies shall notify the IO via telephone that the IO shall be present for the charge evaluation process, allowing sufficient time for the IO to travel to San Fernando Branch Office and complete the process within the timeframe established by the Superior Court.

The IO must be present at the time of the charge evaluation process for the following criminal offenses submitted electronically via the eCER portal, unless the Filing Deputy indicates otherwise:

- Murder and Manslaughter
- Stalking or cases related to Stalking
- Sexual Assault or cases involving the threat of Sexual Assault
- Domestic Violence or cases related to Domestic Violence<sup>1</sup>
- Child Abuse, cases involving the threat of Child Abuse, and cases related to Child Abuse<sup>2</sup>
- Child Abduction, cases involving the threat of Child Abduction, and cases related to Child Abduction
- Elder and Dependent Adult Physical Abuse, cases involving the threat of Elder Abuse, and cases related to Elder Abuse
- Any Significant Case<sup>3</sup> or case attracting significant media attention
- Cases involving 4 or more defendants
- Cases involving 4 or more distinct incidents or crime locations
- Cases involving Complex Fraud
- Cases involving Complex Gang Allegations

Although a case may be eligible for charge evaluation through eCER, an IO may choose to bring the case to the District Attorney's Office in San Fernando for an in-person charge evaluation.

If the eCER portal is down during the submission process, submission of a case for review shall be accomplished in the pre-eCER manner.

All cases submitted through eCER shall contain the following, where applicable:

Documents

- a. Crime Report
- b. Supplemental Reports
- c. Arrest Report
- d. Probable Cause Determination (PCD), if applicable
- e. Property Report
- f. Booking Slip
- g. CHP 180
- h. Lab Reports
- i. Written Statements by the victim, witnesses, and/or suspects

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<sup>1</sup> Domestic Violence includes any felony or alternative felony/misdemeanor charge involving the threat or use of physical force in which the suspect and victim are current or former cohabitants, dating partners, or parents of a child in common, or in which the suspect and victim are relatives who normally reside in the same household.

<sup>2</sup> Child Abuse includes any felony or alternative felony/misdemeanor charge in which a child is a victim regardless of the child's relationship to the perpetrator(s).

<sup>3</sup> A Significant Case is any crime, felony or misdemeanor, of significant public interest.

- j. Photographs of the crime scene, evidence, injuries, suspects, victims, and/or witnesses
- k. Expert Reports
- l. Criminal History, including, but not limited to CII, DMV, JAI, CCHRS and FBI, if available, for all suspects
- m. Related and/or prior Crime Reports
- n. All Priors and Predicates that are required to support the charges and/or conduct allegations

#### Required Information

- o. Name, date of birth, CII number, and gender for all suspects
- p. Name, date of birth, CII number (if available), and available contact information for all witnesses and victims, including guardian [legal representative] information if the witness or victim is a minor
- q. Agency Report Number or Citation Number
- r. Booking Number, if applicable
- s. Appearance Date
- t. Notation of the existence of any other evidence not submitted through eCER (i.e., dashboard camera or body-worn camera video depicting the crime or events associated with the crime report, other dashboard camera or body-worn camera video, security footage, surveillance or other video footage, 911 calls, taped interviews or witness statements)
- u. Name, serial number, work cell phone number, and email of IO
- v. Name, serial number, work cell phone number, and email of Filing Officer, if different from IO
- w. Name and serial number of each law enforcement personnel
- x. Contact information for SDT purposes.

The IO is responsible for redacting all financial information (including, but not limited to, any personal identifying information), minors' full names, the names of victims who seek to maintain confidentiality pursuant to Penal Code section 293.5 (victims of sex crimes, hate crimes, domestic violence, and stalking), the full names and addresses of victims who might be subjected to threats or intimidation, and any other information the IO feels should be redacted. These redacted documents shall contain the word "redacted" in the file name and the IO must inform the filing deputy specifically what has been redacted. The IO must submit the original, unredacted documents via the eCER portal *as well as* the fully redacted versions of the documents at the time of filing.

eCER will notify the IO by email that the case has been reviewed and either filed, declined, or declined for further investigation.

#### VI. FILING DEADLINES

All in-custody filings for the San Fernando Branch Office of the Superior Court submitted through eCER must be transmitted to the San Fernando Branch Office by 10:00 a.m. the day the suspect is due in court.



When an in-custody case has been filed in the San Fernando Branch Office, the IO or Liaison shall print and prepare the necessary filing packets at SFPD. The IO, or the IO's designee, shall sign the complaint at San Fernando Branch Office prior to 12:00 p.m.

When an out-of-custody case is filed, the IO, or the IO's designee, shall bring to San Fernando Branch Office at least four (4) copies of the felony filing packet, or three (3) copies of the misdemeanor filing packet. If the filing is for a warrant, five (5) copies of the filing packet should be provided. These filing packets must be brought to the San Fernando Branch Office at least ten (10) days before the initial court date. For multiple defendant cases, the IO must bring an additional packet for each defendant. The IO, or the IO's designee, shall sign the complaint. The IO will be responsible for ensuring that all necessary redactions have been made in reports.

## VII. DECLINATIONS

If an in-custody case has been declined, the IO shall receive a copy of the declination form by 1:00 p.m. Because the police report is stored in the PIMS system, there is no need to bring hard copies of the reports to the San Fernando Branch Office for declined cases.

If the case has been declined for further investigation, the IO shall receive a copy of the declination form and proceed accordingly. If further investigation results in the resubmission of the case, the case can be resubmitted through eCER. To ensure that a resubmitted case is filed in a timely manner, the IO shall contact the Filing Deputy to make appropriate arrangements.

## VIII. CONTINUING TECHNICAL SUPPORT AND TRAINING

After the initial training provided by the District Attorney's Office, SFPD shall be responsible for training any additional personnel on the use of eCER. A step-by-step User's Guide for all law enforcement users is available on the eCER portal itself.

SFPD shall designate a person to provide technical support to assist SFPD staff and IOs with the use of eCER. The designated technical support person shall be consulted, in the event that assistance is needed, before contacting the District Attorney's Office. Thereafter, SFPD staff and IOs are to contact the District Attorney's Office through the Help Desk.

In addition, SFPD shall be responsible for ensuring that only authorized, trained personnel are given access to eCER.

## IX. CONTACTS

For purposes of Appendix A, the contacts shall be as follows:

District Attorney's Office –San Fernando Branch Office  
Head Deputy May Chung  
[Mchung@da.lacounty.gov](mailto:Mchung@da.lacounty.gov)  
818-898-2518

District Attorney's Office –San Fernando Branch Office  
Head Secretary Heidi Espinosa  
[Hepinosa@da.lacounty.gov](mailto:Hepinosa@da.lacounty.gov)  
818-898-2516

District Attorney's Office, Systems Division  
Help Desk  
[Helpdesk@da.lacounty.gov](mailto:Helpdesk@da.lacounty.gov)  
213-725-5340

Technical Lead  
Richard Dai  
[rdai@da.lacounty.gov](mailto:rdai@da.lacounty.gov)  
562-403-6640

San Fernando Police Department  
Lt. Irwin Rosenberg  
[Irosenberg@sfcity.org](mailto:Irosenberg@sfcity.org)  
818-898-1255

San Fernando Police Department  
Chief Anthony Vairo  
[AVairo@sfcity.org](mailto:AVairo@sfcity.org)  
818-898-1250

San Fernando Police Department, Information Systems  
Edward Martinez  
[Emartinez@valeonetworks.com](mailto:Emartinez@valeonetworks.com)  
818-233-1697



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# THE CITY OF SAN FERNANDO

## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Matthew Baumgardner, Director of Public Works  
Patsy Orozco, Civil Engineering Assistant II

**Date:** March 15, 2021

**Subject:** Consideration to Adopt a Resolution Initiating Proceedings for the Fiscal Year 2021-2022 Levy of Annual Assessments for the Landscaping and Lighting Assessment District and Ordering the Engineer's Report

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8061 (Attachment "A") initiating the proceedings for the Fiscal Year (FY) 2021-2022 Levy of Annual Assessments for the Landscaping and Lighting Assessment District; and
- b. Order the preparation of the Engineer's Report by Willdan Financial Services in an amount not to exceed \$5,500.

### BACKGROUND:

1. In FY 1981-1982, the City Council established a citywide Landscaping and Lighting Assessment District (LLAD) pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, to cover street lighting maintenance and operational costs. The LLAD is comprised of 5,178 parcels and the assessment, based on benefit, has been levied each year since that time.
2. In April 1995, the City Council accepted staff's recommendations to continue using the current assessment methodology with the exception of those assessments for single-family corner lots, which would be based on front footage only (side yards not included). The change in assessing corner lots began in FY 1995-1996 and has continued through the present year.
3. In FY 2002-2003, the City conducted property owner protest ballot proceedings for a proposed assessment increase. The proposed increase was not approved.

**Consideration to Adopt a Resolution Initiating Proceedings for the Fiscal Year 2021-2022 Levy of Annual Assessments for the Landscaping and Lighting Assessment District and Ordering the Engineer's Report**

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4. In FY 2003-2004, the City again submitted a proposed assessment increase to the property owners based on the District's estimated expenses and revenues. The property owners approved the proposed assessment increase and established new maximum assessment rates for the various land use classifications within the District.
5. For FY 2020-2021, the LLAD Engineer's Report determined that estimated operating and personnel costs would be \$382,400. However, the current levy rates are only projected to raise \$331,181. The \$51,219 deficit is funded by the General Fund.

**ANALYSIS:**

The purpose of the LLAD is to equitably assess properties in accordance with special benefits received from improvements and to cover the cost of maintenance and operation of the lighting system within the City's streets. The City Council has previously approved the methodology for assessments (which excluded costs for City parking lot lighting), and staff will continue with the same methodology this year.

The City has used Willdan Financial Services to prepare the required LLAD Engineer's Report in previous years. The firm is currently under an as-needed engineering services agreement with the City and are experienced and very familiar with the City's LLAD. Staff recommends that the City continue using Willdan Financial Services to prepare the LLAD Engineer's Report for Fiscal Year 2021-2022. The work timeline is shown in Attachment "B", and the proposed scope of services and cost of \$5,000 for Willdan Financial Services is identical to last year's LLAD proceedings. The proceedings will be conducted in accordance with the State of California Landscaping and Lighting Act of 1972.

The costs outlined in the Engineer's Report for FY 2021-2022 will be included in the proposed City's Budget and will be assessed in FY 2021-2022, after City Council consideration and approval. City staff recommends using the same assessment methodology. The exact amounts and the assessment rate comparison will be shown in the Engineer's Report.

**BUDGET IMPACT:**

Funds have been allocated to the current FY 2020-2021 Budget within Account No. 027-344-0000-4260 (Street Lighting Fund – Operating Expenses) to cover the cost of ordering the Engineer's Report.

**Consideration to Adopt a Resolution Initiating Proceedings for the Fiscal Year 2021-2022 Levy of Annual Assessments for the Landscaping and Lighting Assessment District and Ordering the Engineer's Report**

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**CONCLUSION:**

City staff recommends that the City Council direct staff to proceed with the FY 2021-2022 LLAD by adopting the attached Resolution to initiate procedures and order the Engineer's Report.

**ATTACHMENTS:**

- A. Resolution No. 8061
- B. Work Schedule

**RESOLUTION NO. 8061**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, INITIATING PROCEEDINGS FOR THE 2021-2022 LEVY OF ANNUAL ASSESSMENT FOR THE CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF DIVISIONS 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA**

**WHEREAS**, the City Council of the City of San Fernando proposes to levy the annual assessment for the Landscaping and Lighting Assessment District (hereinafter referred to as the "District") pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, being the "Landscaping and Lighting Act of 1972"; and

**WHEREAS**, the City Council of the City of San Fernando proposes that the net annual cost for improvement, maintenance and/or service of certain public facilities shall be fairly distributed among all assessable lots and parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements within the District; and

**WHEREAS**, the provisions of said Division 15, Part 2, require a written Engineer's Report in accordance with Chapter 3 (commencing with Section 22620).

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

**SECTION 1.** The above recitals are all true and correct.

**SECTION 2.** WILLDAN FINANCIAL SERVICES, is hereby ordered to prepare and file with the City Council a "Engineer's Report" relating to the 2021-2022 levy of annual assessment for said District in accordance with the provisions of Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

**SECTION 3.** Upon completion, said "Engineer's Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to Section 22623 of said Street and Highways Code.

**SECTION 4.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.



**PASSED, APPROVED, AND ADOPTED** this 15<sup>th</sup> day of March 2021.

---

Sylvia Ballin, Mayor of the City of  
San Fernando, California

**ATTEST:**

---

Julia Fritz, City Clerk

**APPROVED AS TO FORM:**

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Richard Padilla, City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8061 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 15<sup>th</sup> day of March, 2021, 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 March 2021.

\_\_\_\_\_  
Julia Fritz, City Clerk

**Fiscal Year (FY) 2021-2022 Landscaping and Lighting Assessment District**

All dates are in calendar year 2021.

<b>March 15</b>	City Council adopts a Resolution initiating proceeding and ordering the preparation of an Engineer's Report.
<b>March 16</b>	City Engineer authorizes Willdan Financial Services to begin work using same methodology (as used in FY 2020-2021) for the Engineer's Report.
<b>March 17–April 29</b>	Prepare cost estimate and include/reference in the FY 2021-2022 street lighting budget, considering the FY 2021-2022 expenditures.
<b>March 17-April 29</b>	Compile parcel and zone changes for FY 2021-2022.
<b>April 30</b>	Willdan Financial Services submits the Engineer's Report to the City.
<b>May 17</b>	Resolution approving the Engineer's Report, declaring the intention to order the annual lighting assessment and setting a date for the Public Hearing (June 21, 2021).
<b>May 26</b>	Send notice of Public Hearing with a copy of the Resolution for June 3, 2021 publication (10+ days prior to Hearing).
<b>June 21</b>	Public Hearing - Resolution declaring the continued maintenance of City street lights and confirming the annual assessment; Resolution is authorizing the addition of special assessment to the tax bill.
<b>August 10</b>	Submission of direct assessment via magnetic tape to Los Angeles County Auditor-Controller; City of San Fernando 2021-2022 Landscaping and Lighting District Account No. 240.52 (signed by the City Manager).
<b>August 10</b>	Submit parcel exception checklist to Los Angeles County Assessor's Office by City and Willdan Financial Services.

Note: Street lighting assessment proceedings are performed in advance so that assessments may appear in the Los Angeles County Tax Rolls the same year lighting costs are incurred, FY 2021-2022.

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# THE CITY OF SAN FERNANDO

## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** March 15, 2021

**Subject:** Presentation and Update Regarding COVID-19 Response Efforts

### **RECOMMENDATION:**

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

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

### **BACKGROUND/ANALYSIS:**

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 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 (LACDPH) Safer At Home Health Order.

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

##### Health Order Enforcement.

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

**Presentation and Update Regarding COVID-19 Response Efforts**

Page 2 of 7

City Facility Closures.

Effective, February 22, 2021, City Hall has reopened to the public with modified hours (i.e., Monday, Wednesday and Thursday, 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.

City staff will continue to be available to answer calls and respond to emails during City Hall closure days (i.e., Monday, Wednesday, and Thursday, 7:30 am to 12 pm; Tuesday, 7:30 am to 5:30 pm; and Friday, 8:00 am to 5:00 pm). For additional convenience, the public may use the Online Permit Counter, [SFCITY.ORG/Community-Development](https://SFCITY.ORG/Community-Development), to submit building permit applications, track progress, and schedule inspections online. Below is contact information for each City Department:

Planning & Zoning Permits; Building Permits & Inspections; Graffiti Removal; Yard Sale Permits	<a href="mailto:CommunityDevelopment@sfcity.org">CommunityDevelopment@sfcity.org</a> (818) 898-1227
Water & Sewer Utilities; Water Bills (use night Dropbox if paying by check)	<a href="mailto:Finance@sfcity.org">Finance@sfcity.org</a> (818) 898-1212
Tree & Street Services	<a href="mailto:PWDDispatch@sfcity.org">PWDDispatch@sfcity.org</a> (818) 898-1293
Right-of-Way Permits, Projects, & Inspections	<a href="mailto:PublicWorks@sfcity.org">PublicWorks@sfcity.org</a> (818) 898-1222
Police (non-emergency)	<a href="mailto:Police@sfcity.org">Police@sfcity.org</a> (818) 898-1267
Adult, Senior & Youth Programs	<a href="mailto:Recreation@sfcity.org">Recreation@sfcity.org</a> (818) 898-1290
City Manager	<a href="mailto:CityManager@sfcity.org">CityManager@sfcity.org</a> (818) 898-1202
City Clerk	<a href="mailto:CityClerk@sfcity.org">CityClerk@sfcity.org</a> (818) 898-1204
General Information	<a href="mailto:Info@sfcity.org">Info@sfcity.org</a> (818) 898-1200

Indoor recreational facilities remain closed to the public except when a heat advisory is issued or a Public Safety Power Shutoff (PSPS) notice is provided by Southern California Edison and the Las Palmas Park facility is open when activated as a cooling center or emergency shelter. Staff is following the County protocol for physical distancing and cleaning while the cooling centers are open.



**Presentation and Update Regarding COVID-19 Response Efforts**

Page 3 of 7

Outdoor Fitness classes, including Zumba and Total Body Conditioning, are tentatively scheduled to begin at Las Palmas Park in March 2021. Masks and physical distancing will be required and strictly enforced. Additional program information is available on the City's website: [SFCITY.ORG/SFRecreation/#Outdoor-Fitness](https://www.sfcity.org/SFRecreation/#Outdoor-Fitness).

**San Fernando Residential Food Program.**

The City Council allocated \$100,000 in CDBG/CARES Act (CDBG-CV) funding to create the San Fernando Residential Food Distribution Program to assist families impacted by COVID-19. The food distribution program provides a box of non-perishable food items and personal protective equipment (with a value up to \$250) to each qualifying household. These items may include canned meat and vegetables, pasta, sugar and spices, sauces, canned soups and stews, coffee and tea, rice, baby food, and other non-perishable food items. Personal protective equipment (PPE) including masks, hand sanitizer, disinfectant solution, thermometers and shower curtains (to assist with creating a barrier to self isolate in small quarters) may also be provided. Staff included a folder of information identifying other COVID-19 resources and MEND staff attended to distribute important information to families receiving a food distribution

To date, four San Fernando Residential Food Distribution events have been held:

Round	Event Date	Location	Households Served
1	October 17, 2020	Recreation Park	116
2	November 21, 2020	Recreation Park	180
3	December 19, 2020	Las Palmas Park	123
4	February 20, 2021	Las Palmas Park	128

The next distribution date (Round 5) is scheduled for March 20, 2021. The application deadline for the March 20, 2021 distribution is March 2, 2021. Applications for this program are currently available on the City's website: [SFCITY.ORG/Coronavirus/#Resident-Resources](https://www.sfcity.org/Coronavirus/#Resident-Resources).

**San Fernando Personal Protective Equipment (PPE) for Businesses Program.**

The City Council allocated \$25,000 in CDBG/CARES Act funding to create the San Fernando Personal Protective Equipment (PPE) for Businesses Program to assist businesses impacted by COVID-19. The program will provide a box of essential items (with a value up to \$125) to each qualifying business. These items may include disposable (KN95 and/or blue surgical-type) masks, disinfectant wipes, face shields, non-contact thermometers, disposable gloves, and contactless hand sanitizer system.

The first San Fernando Personal Protective Equipment (PPE) for Businesses Program distribution was held on Monday, December 14, 2020. A total of 66 applicants were invited to pick-up their box of PPE items with approximately 55 of those businesses being served. The next distribution is tentatively scheduled for the early March 2021. Applications for this program are currently available on the City's website: [SFCITY.ORG/Coronavirus/#Business-Resources](https://www.sfcity.org/Coronavirus/#Business-Resources).

## Presentation and Update Regarding COVID-19 Response Efforts

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### COVID-19 Testing.

The City of San Fernando, in partnership with the City of Los Angeles, Los Angeles Fire Department (LAFD), non-profit organization Community Organized Relief Effort (CORE), and Curative Lab, have established a walk-up COVID-19 testing and vaccination site at Recreation Park. The walk-up super site offers up to 3,000 COVID-19 tests each day and operates Monday through Saturday from 8:00 am - 4:00 pm. If San Fernando residents are not able to get an appointment for a COVID-19 test online, they may walk-up at San Fernando Park without an appointment and show their identification with a San Fernando address. They will be registered and given an appointment on-site by the worker.

Reservations are required for COVID-19 vaccinations and may be made through a link on the City's website: [SFCITY.ORG/Coronavirus/#COVID-19-Testing](https://SFCITY.ORG/Coronavirus/#COVID-19-Testing).

### COVID-19 Vaccine.

Phase 1A of the Distribution Phase began in mid-December 2020 and include staff who work in acute care hospitals, residents and staff at Skilled Nursing Facilities, and emergency medical technicians and paramedics. On January 19, 2021, LACDPH announced that individuals in Phase 1B, Tier 1 (ages 65 and older) were eligible to receive the vaccination. The current Phases are included as Attachment "C".

On February 22, 2021, LACDPH announced that additional sectors of Phase 1B, Tier 1 (Education and Childcare, Emergency Services and First Responders, and Food and Agriculture) would become eligible to be vaccinated in Los Angeles County, effective March 1, 2021 (Attachment "D"). Additionally, LACDPH has indicated that the State of California has changed its vaccine rollout strategy after completion of Phase 1B, Tier 1 and plans to transition to age-based eligibility, allowing California to scale up and down quickly, while ensuring vaccine goes to disproportionately impacted communities.

Los Angeles County residents in this high-priority age group have three options to register for an appointment to receive the COVID-19 vaccine:

- LACDPH Online portal: [VaccinateLACounty.com](https://VaccinateLACounty.com)
- Los Angeles Fire Department Online portal: [CarbonHealth.com/COVID-19-Vaccines](https://CarbonHealth.com/COVID-19-Vaccines)
- LACDPH Call Center (between 8 am and 8:30 pm): (833) 540-0473

This information is also available on the City's website: [SFCITY.ORG/Coronavirus/#COVID-19-Vaccine](https://SFCITY.ORG/Coronavirus/#COVID-19-Vaccine).

The City has also created a COVID-19 Vaccine Task Force comprised of staff from various City Departments to work with various community partners to advocate for vaccination options for local residents.

## Presentation and Update Regarding COVID-19 Response Efforts

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Recently, LACDPH has released data regarding COVID-19 Vaccine doses administered, by community. According to their data, as of March 4, 2021, 2,415,460 have been administered in Los Angeles County (814,593 second doses). As of February 20, 2021, 2,224 San Fernando residents have received at least one dose of the COVID-19 Vaccine. For reference, according to the latest Census numbers (2019), approximately 2,675 of the City's residents are age 65+.

As usually happens during a crises, misinformation is circulating about vaccines and scammers are at work trying to cheat people out of their money. The DPH has developed COVID-19 Vaccine Frequently Asked Questions (Attachment "E"), Myths about COVID-19 Vaccines (Attachment "F"), and COVID-19 Vaccine Scams (Attachment "G") informational brochures. Additional information relating to the COVID-19 vaccine may be found on the DPH website:

<http://publichealth.lacounty.gov/media/Coronavirus/vaccine/>.

### Public Medical Point of Dispensing (MPOD) Location.

Staff has executed a Memorandum of Understanding (MOU) with the County of Los Angeles Department of Public Health (DPH) designating the Recreation Park and Las Palmas Park facilities as eligible MPOD locations. Through the MOU, the City is eligible to partner with DPH to dispense life-saving Medical Counter Measures (MCM) to the public during a public health emergency. To qualify locations in the City as MPODs, facilities must meet certain County MPOD requirements, City staff must complete training exercises and the City must execute an MOU. The MPOD structure may be used to distribute a COVID-19 vaccination when it becomes widely available and would open to all eligible persons.

### Mental Health Resources.

The Los Angeles County Department of Mental Health (DMH) supports the wellbeing of County residents and communities as news and updates about COVID-19 may trigger anxiety, panic, frustration and depression—even when your risk of getting sick is low. During an infectious disease outbreak, DMH urges residents to take the time to care for your own physical and mental health, and to reach out to others in kindness and compassion.

DMH has published a variety of resources that may be accessed via their website:

<https://dmh.lacounty.gov/covid-19-information/>

The webpage includes:

- The phone number to LACDMH's 24/7 Help Line;
- Published materials on coping with stress, staying connected, coping with loss, and other COVID-19 topics;
- Free Headspace Plus subscription; and
- Additional resources, including for community and peer support; for families, parents and children; for healthcare providers, and more.

## Presentation and Update Regarding COVID-19 Response Efforts

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### BUDGET IMPACT:

#### American Rescue Plan Act.

On Sunday, March 7, 2021, the U.S. Senate passed H.R. 1319 (American Rescue Plan Act) and sent it back to the U.S. House of Representatives, which is scheduled to vote on the final \$1.9 billion coronavirus relief package on Wednesday, March 10, 2021.

The American Rescue Plan Act provides, among other items, payments to individuals of up to \$1,400 per person, extended unemployment benefits, and fiscal stimulus funding paid directly to state and local governments. The primary provisions impacting state and local governments include:

- Provides \$350 billion in state and local fiscal recovery funds. No estimate yet as to how much the City of San Fernando may receive.
- Divides the local allocation of funds into two equal tranches of payments spaced 12 months apart. Cities would receive the first half allocation 60 days after enactment and the other half one year later.
- Cities can use funds for revenue loss and necessary infrastructure investments like water, sewer, and broadband infrastructure. Funds cannot be used for offsetting a tax cut or pension funds.
- Creates a new \$10 billion Critical Infrastructure Projects program for broadband infrastructure.

Additional details will be provided after the H.R. 1319 has been approved and signed by the President.

#### Prior Coronavirus Relief Funds.

The overall total that the City of San Fernando received from the Coronavirus Relief Funds (CRF) from the Department of Finance of the State of California through the first CARES Act was \$311,234. Given how much staff time was needed to provide continuity of service to the residents, including increased public safety, Health Officer Order enforcement, cleaning and maintenance at City parks and facilities, and creation/distribution of information, as well as the need for PPE at the inception of the pandemic, City Council approved using the funds to reimburse the City of the following COVID response related expenses:

City COVID-19 Response Expenses	
Personnel Costs	\$250,000
Department Supplies	\$61,234
Total Costs	\$311,234

The City's Finance Department has tracked and continues to monitor these expenses. The total year to day (March – February 2021) expenses for labor are \$340,381 (inclusive of the most

**Presentation and Update Regarding COVID-19 Response Efforts**

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recent payroll) and \$179,275 for supplies (as of the most recent accounts payable run) totaling \$519,656. The amount due to the City for outstanding water services is \$359,128.

The City also received additional one-time federal Community Development Block Grant – Coronavirus (CDBG-V) funding in the amount of \$136,373. Per Council direction, \$100,000 was allocated for the Residential Food Distribution program; \$25,000 was allocated for Small Business PPE; \$11,373 was allocated for administrative services through our consultant, Michael Baker International. Staff anticipates holding a few more distribution events to spend the remainder of the funds.

On February 1, 2021, City Council approved a number of COVID Relief Programs for Residents and Businesses. Each program has an estimated cost, which is identified in the table below. In most cases, the estimated “cost” is a loss in revenue generated from each respective program.

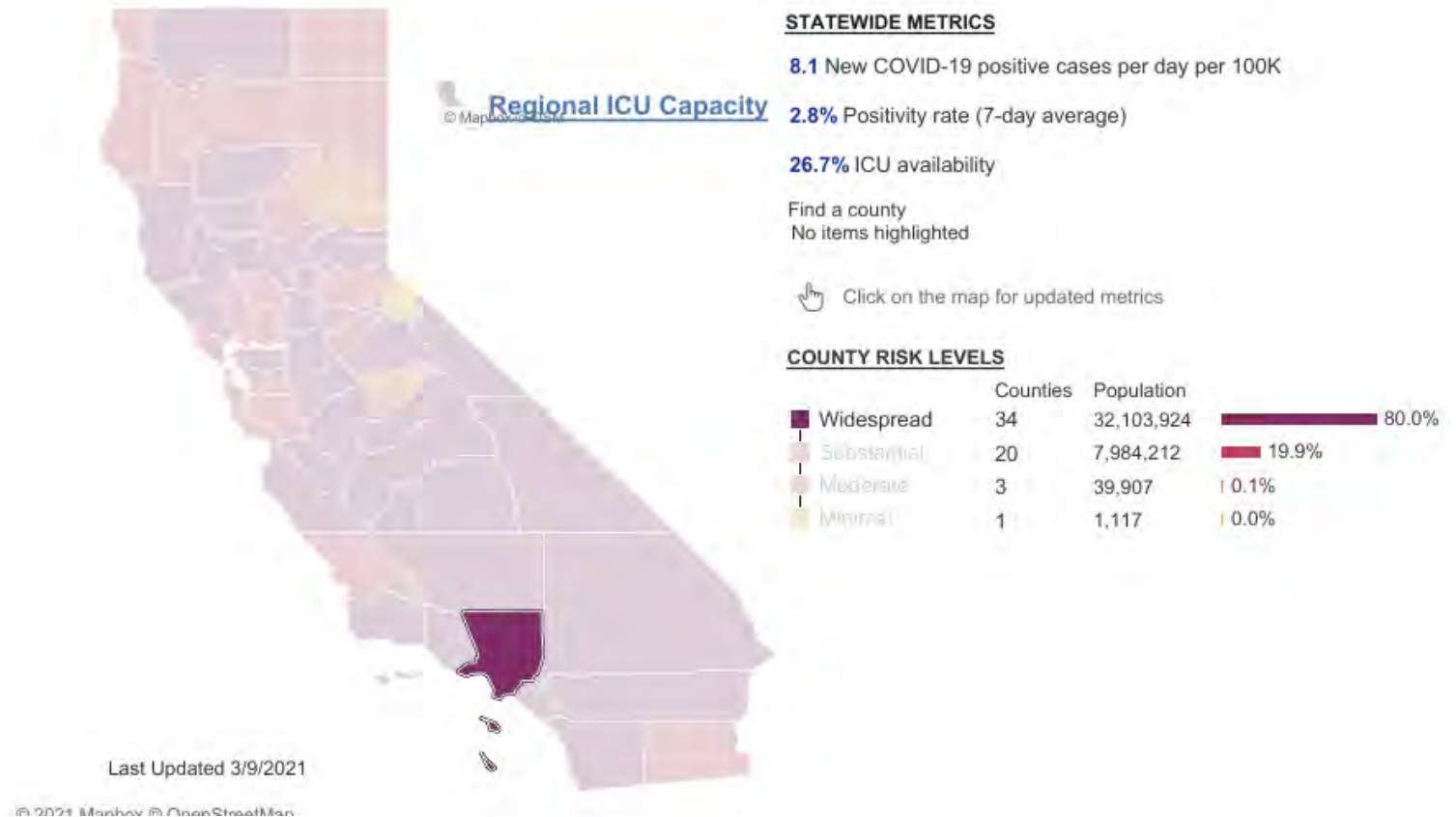
<b>COVID Relief Program</b>	<b>Est. Cost to General Fund</b>	<b>Est. Cost to Other Funds</b>
Waive Business License Processing Fees	\$68,000	-
Interest Free Payment Plan for Business License	-	-
Business License Delinquent Fee Amnesty Program	-	-
Mall Maintenance Assessment Waiver	\$85,000	-
Parking Maintenance Assessment Waiver	\$50,000	-
Non-Construction Permit Fee Waiver	\$4,500	-
Interest Free Payment Plan for Water/Sewer Utility Bills	-	-
Parking Ticket Reduction Program	\$150,000	-
Local Transit Support: Waive Mission City Transit Fares	-	\$15,000
<b>Total</b>	<b>\$357,500</b>	<b>\$15,000</b>

**ATTACHMENTS:**

- A. California Blueprint for a Safer Economy
- B. City of San Fernando and LA County Daily COVID-19 Data – as of March 10, 2021
- C. COVID-19 Vaccine Distribution Phases
- D. COVID-19 Vaccine Eligibility List (as of March 1, 2021)
- E. COVID-19 Vaccine Frequently Asked Questions
- F. Myths about COVID-19 Vaccines
- G. COVID-19 Vaccine Scams

As of 3/10/21

## CALIFORNIA BLUEPRINT FOR A SAFER ECONOMY



County risk level	Adjusted case rate* 7-day average of daily COVID-19 cases per 100K with 7-day lag, adjusted for number of tests performed	Positivity rate** 7-day average of all COVID-19 tests performed that are positive	
		Entire county	Healthy equity quartile
<b>WIDESPREAD</b> Many non-essential indoor business operations are closed.	<b>More than 7.0</b> Daily new cases (per 100k)	<b>More than 8.0%</b> Positive tests	
<b>SUBSTANTIAL</b> Some non-essential indoor business operations are closed.	<b>4.0 – 7.0</b> Daily new cases (per 100k)	<b>5.0 – 8.0%</b> Positive tests	<b>5.3 – 8.0%</b> Positive tests
<b>MODERATE</b> Some indoor business operations are open with modifications.	<b>1.0 – 3.9</b> Daily new cases (per 100k)	<b>2.0 – 4.9%</b> Positive tests	<b>2.2 – 5.2%</b> Positive tests
<b>MINIMAL</b> Most indoor business operations are open with modifications.	<b>Less than 1.0</b> Daily new cases (per 100k)	<b>Less than 2.0%</b> Positive tests	<b>Less than 2.2%</b> Positive tests

\*Small counties (those with a population less than 106,000) may be subject to alternate case assessment measures for purposes of tier assignment.

\*\*Health equity metric is not applied for small counties. The health equity metric is used to move to a less restrictive tier.

## City of San Fernando Daily COVID-19 Data

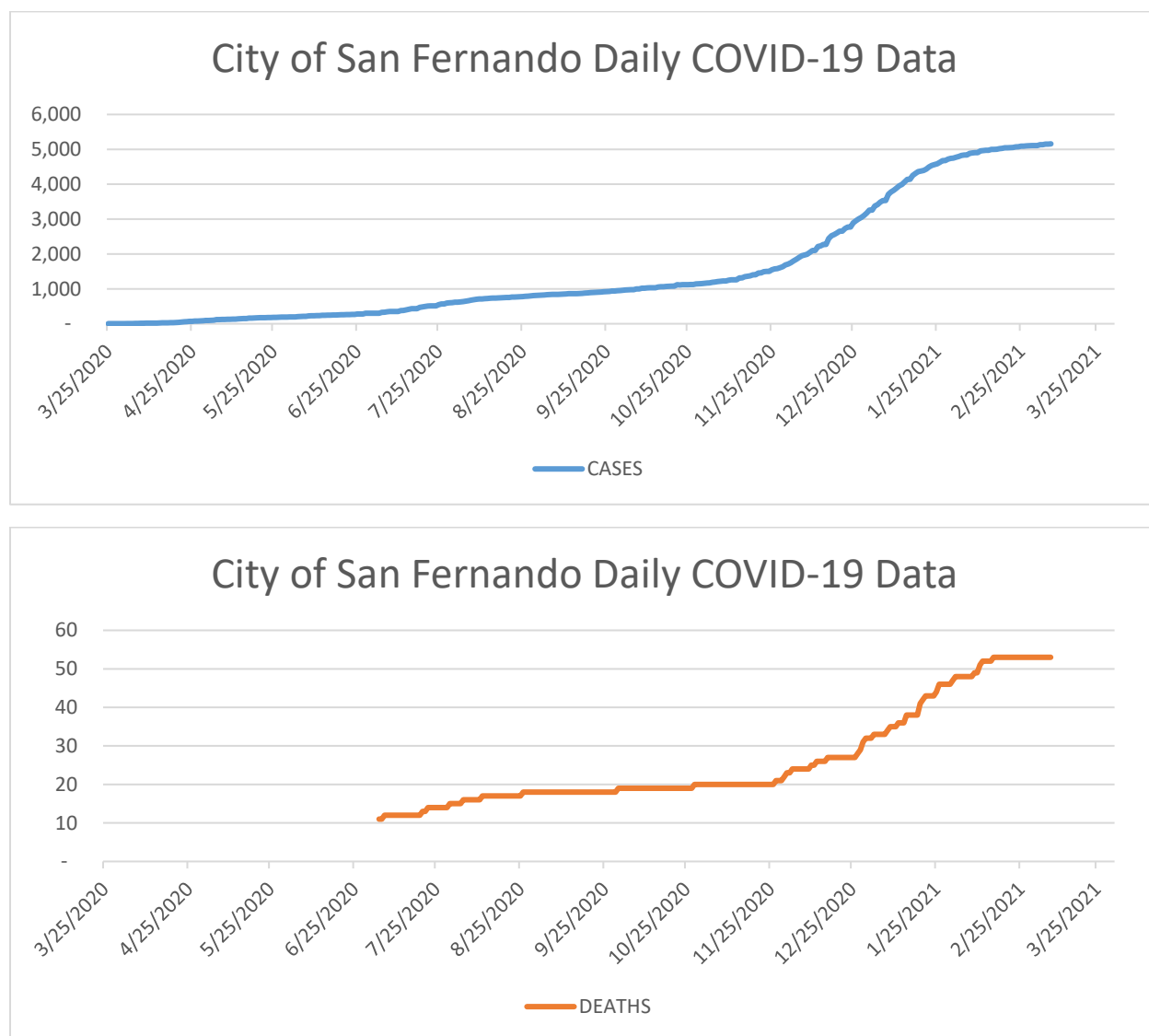
**SOURCE:**

<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 (as of March 8, 2021)**

**Total Cases: 5,158**

**Total Deaths: 53**





## City of San Fernando Daily COVID-19 Case Rate Data

### SOURCE:

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>.

### **Graph 1: Laboratory Confirmed COVID-19 Recent 14-day Cumulative Case and Rate per 100,000 by the Top 25 Cities/Communities (as of March 8, 2021)**

**Total Cases: 63**

**Crude Case Rate: 256**

**Adjusted Case Rate: 250**

#### **LAC DPH Laboratory Confirmed COVID-19 Recent 14-day Cumulative Case and Rate per 100,000 by the Top 25 Cities/Communities<sup>1,2</sup>**

City/Community	Total Cases	Crude Case Rate <sup>3</sup>	Adjusted Case Rate <sup>3,4</sup>	2018 PEPS Population
County of Los Angeles	13445	139.31	136.66	9651332
Unincorporated - Canyon Country	25	323	351	7728
Los Angeles - Downtown	65	236	299	27507
Los Angeles - Leimert Park	36	236	252	15235
<b>City of San Fernando</b>	<b>63</b>	<b>256</b>	<b>250</b>	<b>24612</b>
Unincorporated - Bassett	35	236	249	14817
Los Angeles - University Park	93	339	248	27456
Los Angeles - Mission Hills	62	257	247	24124
City of Bell Gardens	92	214	237	43071
Los Angeles - Carthay	20	139	232	14363
Los Angeles - Pacoima	175	227	232	76979
Los Angeles - Sylmar	189	229	232	82398
City of Lawndale	75	223	229	33614
Unincorporated - Lennox	50	222	227	22542
Los Angeles - Arleta	81	236	226	34370
Los Angeles - Century Palms/Cove	70	207	216	33766
City of Hawaiian Gardens	30	204	209	14676
Los Angeles - West Adams	61	221	209	27630
City of Paramount	114	203	208	56023
Los Angeles - Harvard Park	81	214	208	37935
City of Lancaster	323	200	206	161570
Los Angeles - Canoga Park	133	204	199	65289
City of Santa Fe Springs	38	207	197	18364
Los Angeles - Crenshaw District	27	195	194	13829
Unincorporated - East Rancho Dominguez	29	189	194	15308
Los Angeles - Reseda	152	198	192	76617

(1) Data may be updated in between reports on LAC website and/or press releases.

(2) Includes ELR cases still under investigation and may be out of jurisdiction.

(3) Rate is crude and is per 100,000. Population estimates derived from LAC PEPS 2018 demography files.

(4) Adjusted Rate is age-adjusted by year 2000 US Standard Population.

\*\*Case numbers include cases associated with Correctional Facility Outbreaks located in the City/Community. Due to reporting delays numbers may not align with outbreak investigation counts presented for Correctional Facilities on the list of Los Angeles Residential Congregate Settings with One or More Positive COVID-19 Cases.

## Los Angeles County Daily COVID-19 Data

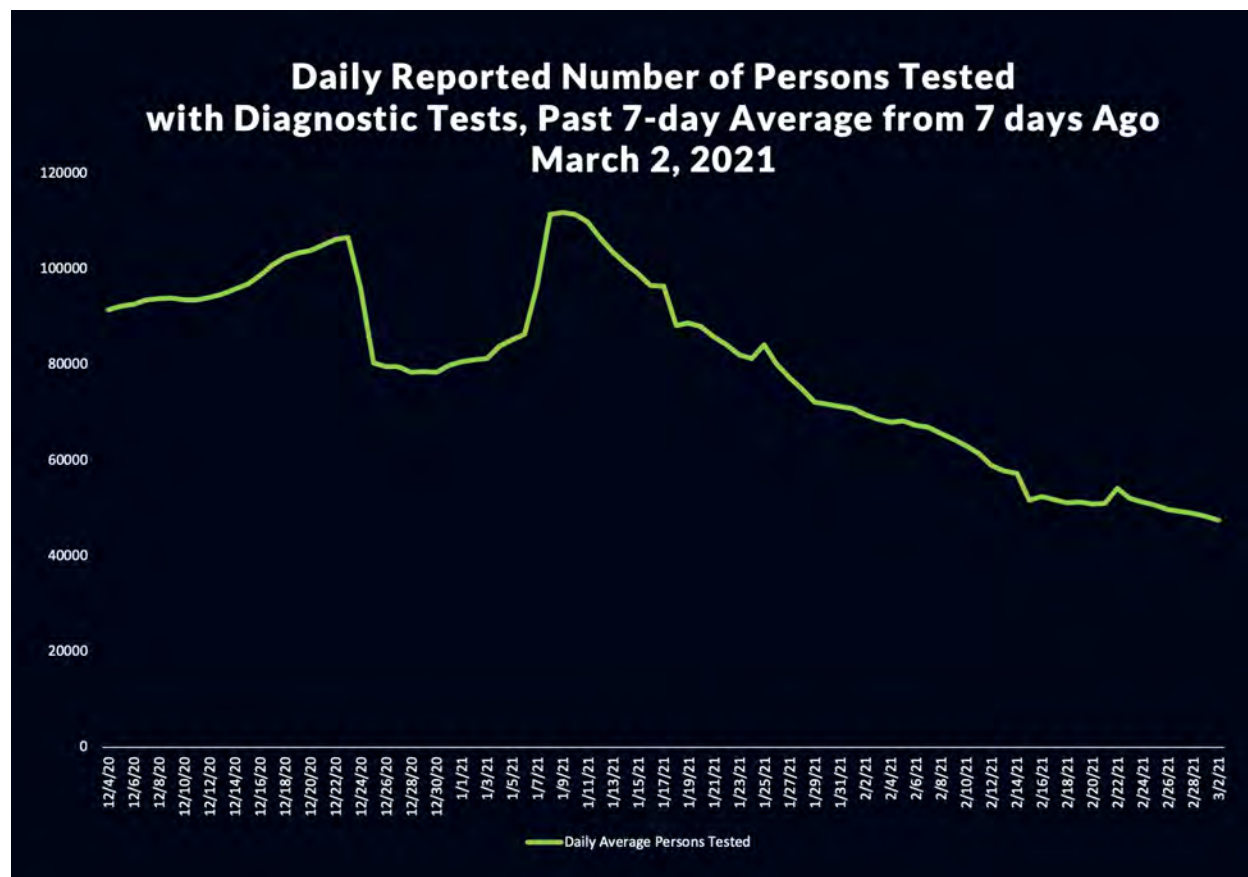
SOURCE:

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; 3/10/21 @ 11 am.

### Graph 1: Daily Reported Persons Tested for COVID-19

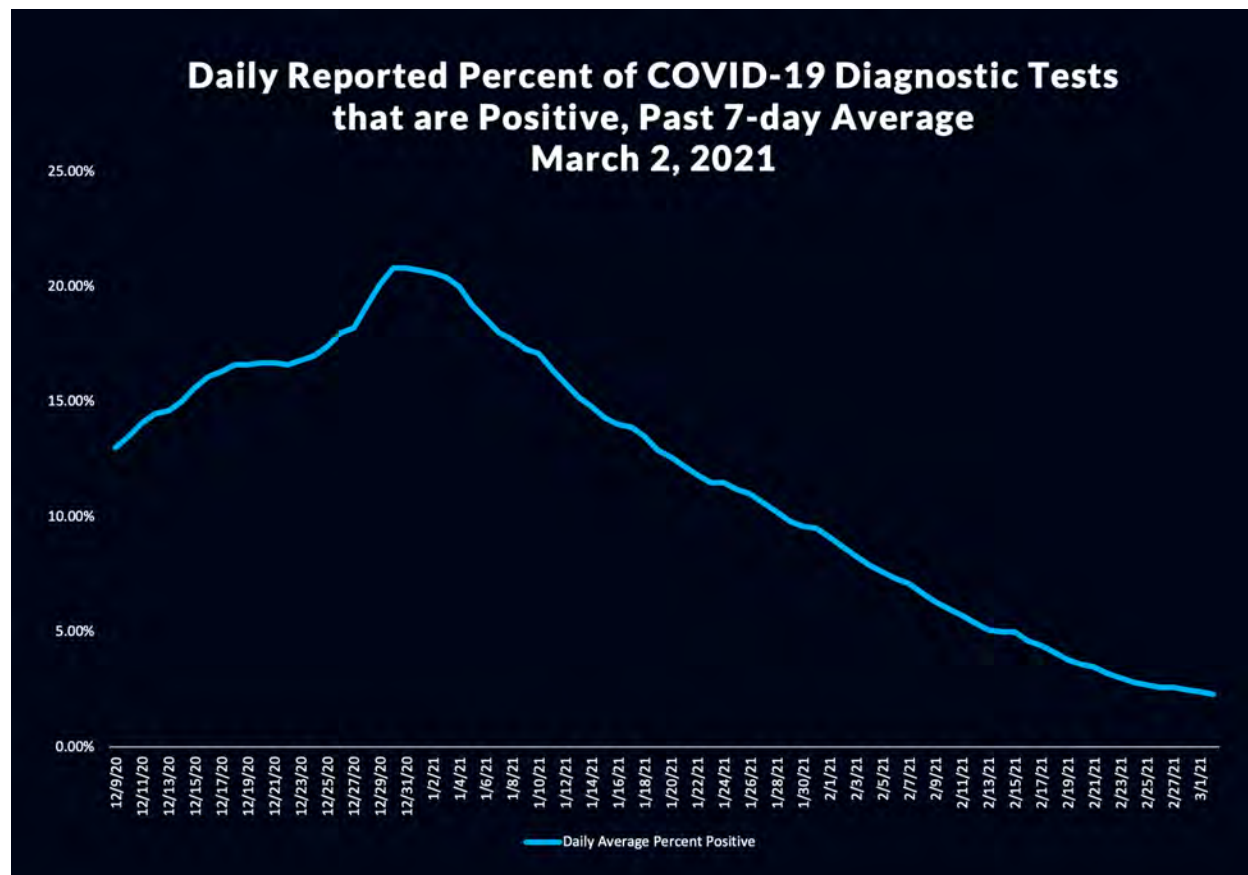
7-Day Daily Average: 47,467

Total Number of People Tested: 5,904,652



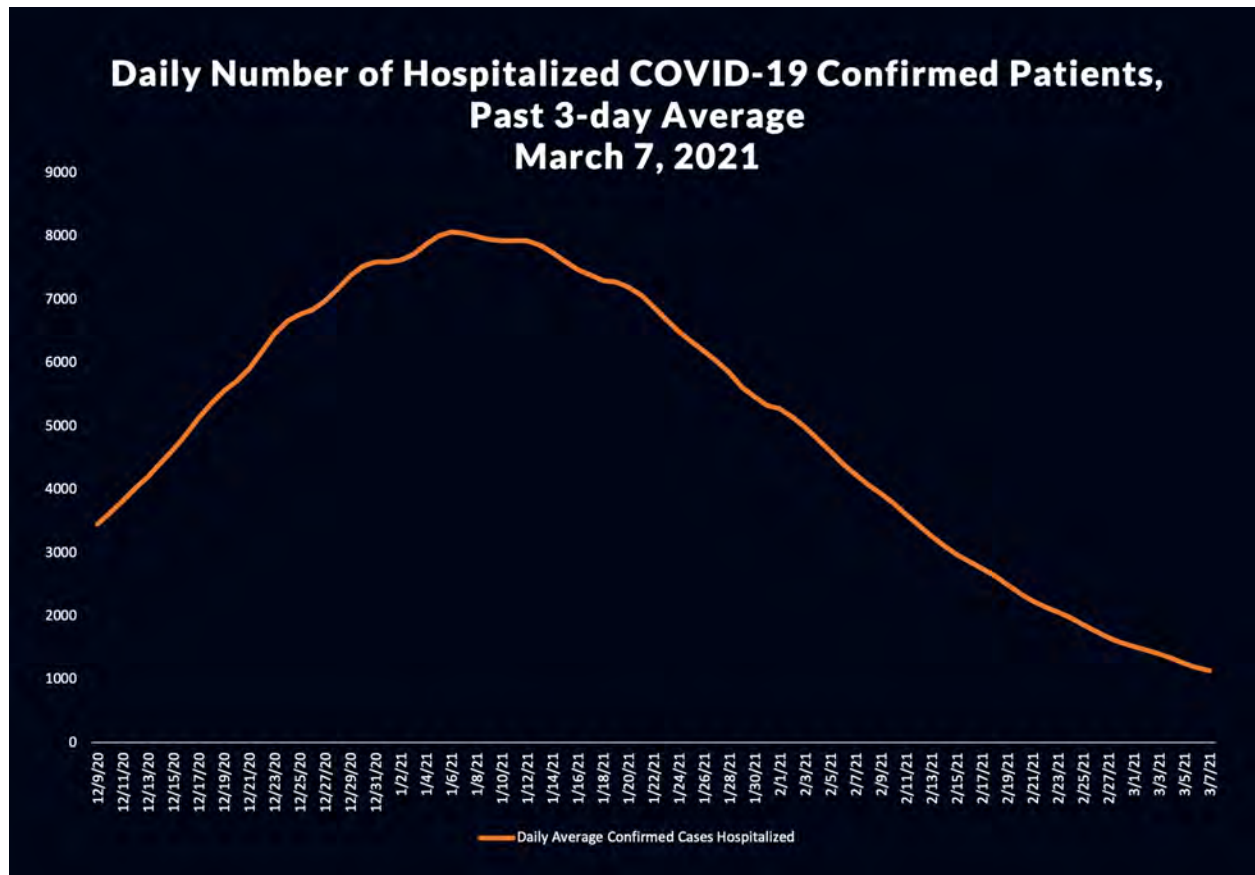
**Graph 2: Daily Reported Percent Positive for COVID-19**

**7-Day Daily Average: 2.3%**



**Graph 3: Daily Number of COVID-19 Hospitalizeds**

**Current Hospitalizations (3/9/21): 1,119**



# COVID-19 VACCINE DISTRIBUTION PHASES ATTACHMENT "C"

## Phase 1A (Tier 1)

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- Health Care Workers at Acute Care Hospitals, Psychiatric and Correctional Facility Hospitals
- Skilled Nursing Facility Health Care Workers and Residents
- EMTs and Paramedics
- Other Long-Term Care Facility Health Care Workers and Residents
- Special Needs Group Living Health Care Staff
- Dialysis and Infusion Centers

## Phase 1A (Tier 2)

---

- Health Care Workers in:
  - Residential Substance Abuse Disorder Facilities
  - Immediate Care Facilities
  - Home Health Care Service
  - Primary Care Clinics
  - Urgent Care Clinics
- Public Health Field Staff
- Field-Based Community Health Workers Doing Work with High Risk of Exposure
- Regional Centers

## Phase 1A (Tier 3)

---

- Health Care Personnel in Specialty Clinics
- Laboratory Workers
- Dental and Other Oral Health Clinic Health Care Workers
- Pharmacy Staff Not Working in Settings at Higher Tiers
- COVID-19 Testing Staff

# COVID-19 VACCINE DISTRIBUTION PHASES

## Phase 1B\*

- Persons 75 years and older
- Frontline Essential Workers:
  - First Responders (Firefighters, Police)
  - Education (Teachers, Support Staff, Daycare)
  - Food & Agriculture
  - Manufacturing
  - Corrections Workers
  - U.S. Postal Service Workers
  - Public Transit Workers
  - Grocery Store Workers

## Phase 1C\*

- Persons 65-74 years old
- Persons 16-64 years old with High-Risk medical conditions
- Other Essential Workers:
  - Transportation and logistics
  - Food Service
  - Shelter & Housing (construction)
  - Finance (e.g., bank tellers)
  - IT & Communication
  - Energy
  - Media
  - Legal
  - Public Safety (Engineers)
  - Water & Wastewater

## Phase 2\*\*

- Persons 16-64 Years Old without High-Risk Medical Conditions

\*These are based on preliminary guidance from the CDC ACIP Interim Recommendations for Allocation of COVID-19 Vaccine and may be modified by the State.

\*\*Proposed population to be decided later by the ACIP.

## ELIGIBLE FOR COVID-19 VACCINATION

(AS OF MARCH 1, 2021)

You are eligible for vaccination if you are in one of the groups listed in below.

Please **do not** make an appointment if you are not currently eligible. You will be turned away if you do.

**COVID-19 vaccines are free regardless of insurance or immigration status.** You will not be asked about your immigration status when you get a COVID vaccine

### HEALTH CARE WORKER

- **Healthcare workers in skilled nursing facilities (SNFs) and other long-term care facilities**
- **Healthcare workers** listed\* in the [Health Care/Public Health Sector](#) of the *CA Essential Workforce* if they have one of the following occupational risks/critical functions:
  - Those at risk of direct patient exposure from their clinical and non-clinical roles
  - Those who come into direct contact with the virus through research, development, manufacturing, or testing
  - Those who are manufacturing vaccine, therapeutics, devices, supplies or personal protective equipment

**Exception:** the following [Health Care/Public Health Sector](#) workers are **NOT** considered eligible per [CDPH Vaccine Allocation Guidelines](#):

- X** Workers that manage health plans, billing, and health information
- X** Workers supporting operations of outdoor recreational facilities for the purpose of facilitating physically distanced personal health and wellness through outdoor exercise
- X** Cannabis industry employees working in Food and Agriculture for growing, production, storage, transport and distribution (eligible in Phase 1B, Tier 1)
- X** Workers supporting veterinary services (eligible in Phase 1B, Tier 1)

### LONG TERM CARE FACILITY RESIDENT

- **Residents of skilled nursing facilities (SNFs) and other long term care facilities (LTCFs)** are offered vaccine at their facilities. (LTCF are facilities that provide medical and personal care to adults, such as assisted living facilities and similar settings for older or medically vulnerable individuals, and special needs group living facilities). If you started your vaccination as a resident of a LTCF but left the facility, you can make an appointment for your final dose at a location on this webpage. Be sure to check that it offers the same kind of vaccine as your first dose.

### PERSONS 65 YEARS AND OVER

## ELIGIBLE FOR COVID-19 VACCINATION

(AS OF MARCH 1, 2021)

You are eligible for vaccination if you are in one of the groups listed in below.

Please **do not** make an appointment if you are not currently eligible. You will be turned away if you do.

**COVID-19 vaccines are free regardless of insurance or immigration status.** You will not be asked about your immigration status when you get a COVID vaccine

### FOOD AND AGRICULTURE

Those at risk of exposure at work (only on-site workers are eligible):

- Food service workers (including restaurants, cafeterias, fast food, convenience stores, animal/pet food stores, worker with a Food Cart/Street Vendor)
- Food delivery workers
- Food manufacturing workers
- Grocery store workers
- Pharmacy workers
- Animal agriculture workers including those involved in veterinary health
- Agricultural workers include anyone responsible for the planting, cultivating, growing, harvesting, and bringing to market any agricultural or horticultural commodity. (Includes non-edible plants and flowers)
- Farmworkers
- Veterinarians and animal care workers
- Food and Agriculture-associated port and transportation workers
- Workers involved with food supply chain
- Government/Food Assistance program worker (volunteers eligible if working more than 20 hours/week and have a letter from the employer certifying eligibility)
- Permitted catering company worker (not home-based)

**Exception:** the following people are **NOT** eligible

- X** Equestrian center staff and horse groomers
- X** Pest control technicians for houses
- X** Home and garden store workers or suppliers
- X** General hotel workers (only eligible if work in restaurant or giftshop that sells food/beverage)
- X** Those working on landscaping services
- X** Anyone who buys or supports the sale of nursery stock from the original grower and is not employed by the original grower.



## ELIGIBLE FOR COVID-19 VACCINATION

(AS OF MARCH 1, 2021)

You are eligible for vaccination if you are in one of the groups listed in below.

Please **do not** make an appointment if you are not currently eligible. You will be turned away if you do.

**COVID-19 vaccines are free regardless of insurance or immigration status.** You will not be asked about your immigration status when you get a COVID vaccine

### EMERGENCY SERVICES

Those at risk of exposure at work:

- Police/law enforcement officers
- Emergency Management, including Emergency Operations Center
- Fusion Center employees, including analysts
- Fire and Rescue service workers (maritime/aviation emergency rescue, Search and Rescue, Fire)
- Hazardous material response teams (HAZMAT)
- Corrections and Probation officers and workers
- Courts/Legal Counsel & Prosecution staff who are required to be in-person at court routinely and interact with clients in correctional facilities.
  - Includes judges and court administrators/staff, and staff who work in the Public Defender's Office, Alternate Public Defender, District Attorney's Office
- Campus and school police
- Rehabilitation and Re-entry
- Federal law enforcement agencies
- Police, Fire and Ambulance Dispatchers
- Security staff to maintain building access control and physical security measures
- DCFS, APS (workers physically responding to abuse and neglect of children, elderly and dependent adults), gang intervention workers, and community intervention workers)
- Short-term emergency foster care families )
- Sworn animal control officers and human officers
- Disaster Service Workers (DSWs) who are working IN PERSON and are actively deployed (not working remotely from home)
- Public Transit Workers (includes airport workers, ground crews, LA Metro)

**Exception:** the following people are **NOT** eligible

- X** US postal carriers/mail carriers
- X** Water utility workers
- X** Public Works staff
- X** Cal Trans workers
- X** Aerospace workers
- X** Disaster Service Workers (DSWs) who are working REMOTELY from home (e.g., contact tracers)

## ELIGIBLE FOR COVID-19 VACCINATION

(AS OF MARCH 1, 2021)

You are eligible for vaccination if you are in one of the groups listed in below.

Please **do not** make an appointment if you are not currently eligible. You will be turned away if you do.

**COVID-19 vaccines are free regardless of insurance or immigration status.** You will not be asked about your immigration status when you get a COVID vaccine

### EDUCATION AND CHILDCARE

Those at risk of exposure at work:

- Instructors, teachers, professors, teaching assistants (TAs) and essential support staff needed to run these schools/facilities
  - Public Schools (K-12)
  - Independent Schools (K-12)
  - Charter Schools (K-12)
  - Contracted Educational Support Staff
  - Junior Colleges
  - Colleges & Universities
  - Technical & Trade Schools
  - Support staff involved in child/student care, including school bus drivers/monitors, crossing guards
  - School Sports coaches
- License and license-exempt CHILDCARE service providers (Infants, PreKindergarten, Transitional Kindergarten)
  - Center-based Early Care Education
  - Family Child Care Homes (FCC) - includes STAFF working at a family childcare
  - School district-based Early Care Education
  - Family, Friends & Neighbors (FFN) providing subsidized care
- Youth recreation staff who work directly with children: (Boys and Girls Clubs, YMCA, community-based organizations)
- Staff who work directly with children/youth as part of programming with the LA County Natural History Museum, and LA County and Cities Parks & Recreation, Public Library, and Beaches & Harbor departments
- Custodial staff and janitors

**Exception:** the following people are **NOT** eligible

- X** Private nannies and babysitters are not eligible.
- X** Homeschooling parents/guardians
- X** Parents/guardians assisting with cooperative early care education
- X** Private tutors
- X** Driver training instructors

## ELIGIBLE FOR COVID-19 VACCINATION

(AS OF MARCH 1, 2021)

You are eligible for vaccination if you are in one of the groups listed in below.

Please **do not** make an appointment if you are not currently eligible. You will be turned away if you do.

**COVID-19 vaccines are free regardless of insurance or immigration status.** You will not be asked about your immigration status when you get a COVID vaccine

### JANITORIAL/CUSTODIAL SERVICES

Those at risk of exposure at work

- Janitors/custodians who work in a building

**Exception:** the following people are **NOT** eligible

- X** House cleaners and maids in private residences



# COVID-19 VACCINES - FREQUENTLY ASKED QUESTIONS

The vaccine information below was updated on 2/18/21 to give information on COVID-19 vaccines made by Moderna and Pfizer only.

## 1. Why is vaccination important?

Vaccination is a safe and effective way to prevent disease. Vaccines save millions of lives each year. When we get vaccinated, we aren't just protecting ourselves, but also those around us.

## 2. How do vaccines work?

Vaccines work by preparing the body's immune system to recognize and fight off germs. They reduce your risk of getting a disease by working with your body's natural defenses to build protection.

- Some vaccines contain dead or weakened versions of the germ.
- Others contain substances made to look like part of the germ.
- New mRNA vaccines (like the COVID-19 vaccines) teach the body to make proteins that look like part of the germ. (See the question "How do the COVID-19 vaccines work?" for more information).
- These types of vaccines do not cause the disease they are meant to prevent.

When you get a vaccine, your immune system responds. It:

- Makes antibodies. These are proteins produced naturally by the immune system to fight disease.
- Prepares your immune cells to respond to future infection.
- Remembers the disease and how to fight it. If you are exposed to the germ after getting the vaccine, your immune system can quickly destroy it before you become sick.

This is what makes vaccines so effective. Instead of treating a disease after it happens, vaccines can prevent us from getting sick in the first place.

## 3. How do the COVID-19 vaccines work?

The two COVID-19 vaccines that are offered in the United States are called mRNA vaccines. Our bodies use messenger RNA (mRNA) to make proteins.

- The mRNA in the vaccine is packaged inside tiny oily bubbles (known as lipid nanoparticles or LNPs).
- The mRNA enters the cells and teaches them how to make harmless pieces of "spike protein". These proteins look like part of the virus.
- Our immune system sees the spike protein pieces on the surfaces of our cells and knows that they don't belong there.
- Our bodies react by building an immune response. It makes antibodies that can act against the COVID-19 virus's spike protein and it prepares immune cells. This will protect us if we are exposed to the virus in the future.

## 4. Can you get COVID-19 from a vaccine?

No. After the mRNA teaches the cell to make the protein piece, the cell breaks it down and gets rid of it. mRNA does not enter the cell's nucleus and mRNA vaccines do not affect or interact with our DNA (or genes) in any way.

The Moderna and Pfizer COVID-19 vaccines do not have the virus that causes COVID-19 in them. Sometimes people get a fever or feel tired for a day or so after getting a vaccine. These symptoms are normal and are a sign that the body is building immunity. You can learn more on the [Understanding How COVID-19 Vaccines](#)



[Work](#) CDC website.

It usually takes a few weeks for the body to build full immunity after vaccination. If a person got infected with the virus that causes COVID-19 just before or just after they got the vaccine they could still get COVID-19. This is because the vaccine has not had enough time to provide protection.

## 5. Will getting the vaccine cause me to test positive on a COVID-19 test?

No. Vaccines won't cause you to test positive on a PCR or antigen viral test (like the swab test) that looks for current COVID-19 infection. You may test positive on some antibody (blood) tests. This is because one of the ways that vaccines work is to teach your body to make antibodies.

See the public health testing webpage [ph.lacounty.gov/covidtests](https://ph.lacounty.gov/covidtests) to learn more about COVID-19 tests.

## 6. What are the side-effects of the COVID-19 vaccines?

You may get side-effects, like the ones after the flu vaccine or shingles vaccine. Side-effects are more common after the second dose and in younger people. They usually do not last long, and you should feel better within a day or two. They may include:

- Fever and muscle aches
- Headache
- Feeling tired
- Sore or red arm

Side effects are normal and a sign that the vaccine is working. It shows your body is learning to fight a germ and build up immunity. It is important to get the second dose even if you get side effects after the first dose.

## 7. How many COVID-19 vaccines are there?

Around the world over 50 COVID-19 vaccines are being tested in humans. Two vaccines are allowed in the United States so far. They are made by the companies, Pfizer and Moderna.

## 8. How many doses of COVID-19 vaccine will I need?

- Most of the COVID-19 vaccines that are being tested are given in two doses a few weeks apart. It is important to get the same kind of vaccine for both doses.
- The Pfizer vaccine is given as two doses 21 days apart. The Moderna vaccine needs 2 doses given 28 days apart. If you are late getting the second dose, you do not need to start over.
- We don't know how long the protection from the 2 doses of vaccine will last yet. This also means we don't know if you will need to get a booster dose in the future.

## 9. Will I have to pay to get a COVID-19 vaccine?

No. Your doctor or pharmacy may charge a fee for giving the vaccine, but it will be covered by public and private insurance companies. People without health insurance can get COVID-19 vaccines at no cost. There are no out-of-pocket payments.

## 10. Will I be asked about my immigration status when I get a COVID-19 vaccine?

No. COVID-19 vaccine is being given to Los Angeles County residents at no cost regardless of immigration



status. You should not be asked about your immigration status when you get a COVID vaccine. Your medical information is private. Your doctor is not allowed to share it with immigration officials.

### 11. When can I get a vaccine?

The goal is for everyone to be able to get a COVID-19 vaccination easily as soon as large quantities of vaccine are available. While supplies are limited, vaccine is being offered to different groups of people at different times (or phases). Visit [VaccinateLACounty.com](https://vaccinate.lacounty.gov) to see which phase you are in, and when vaccines will be offered to each phase. You can also get updates by signing up for the Public Health COVID-19 vaccine email newsletter on this website.

### 12. When it is my turn, where will I be able to get the vaccine?

Vaccines will be given at:

- Health clinics and Federally Qualified Health Centers (FQHCs)
- Pharmacies
- Some workplaces
- Some senior housing developments and senior centers
- Special vaccination sites run by Public Health and county, city, community, and healthcare partners

### 13. Why do we need a vaccine if we can do other things, like social distance and wear masks?

We need to do as much as we can to stop the pandemic. Vaccines boost your immune system so it will be ready to fight the virus if you are exposed. Other steps, like masks and social distancing, help lower your chance of being exposed to or spreading the virus. Together, these tools offer the best protection.

### 14. If I have already had COVID-19, do I still need to get vaccinated?

Yes. You do need the vaccine even if you have had COVID-19. We don't yet know how long you are protected after you have had COVID-19, so it is important to have the vaccine to strengthen your immunity. It is safe to get the vaccine after getting COVID-19 but you should wait until after your isolation period is over. This is so that you don't infect healthcare workers and others when you go to get vaccinated. If you have had monoclonal antibody treatment, you should wait for 90 days before getting a COVID-19 vaccine.

### 15. Can children get the COVID-19 vaccine?

No. People under the age of 16 cannot get COVID-19 vaccine at this time. There isn't enough information available yet about the use of these vaccines in children. People age 16 and 17 can get the Pfizer vaccine. The Moderna vaccine is for people 18 and older.

### 16. Can people with weak immune systems get a COVID-19 vaccine?

Yes. Studies of the current COVID-19 vaccines did not include people with weak immune systems, so we don't know how well the vaccine will work in these people. We do know that people with weak immune systems are at higher risk of getting COVID-19 if they are exposed to it. If they get COVID-19 they are more likely to become very sick. They are advised to talk to their doctor about getting the vaccine.

The studies did include people with stable HIV and people with active cancer, and found that the vaccine was as safe and effective for this group as it was for other people in the studies.



## 17. Can people with allergies get a COVID-19 vaccine?

It depends. People who are allergic to things like food, pets, venom or pollen, or people who have a family history of allergies, can be vaccinated. But people who have had an allergic reaction to any ingredient in the mRNA COVID-19 vaccines or to polysorbate should not get vaccinated. People who are allergic to a vaccine or injectable therapy for another disease, should talk to their doctor to decide if it is safe for them to get vaccinated.

Information about allergic reactions may change. Be sure to check the latest guidance on the CDC [COVID-19 Vaccines and Allergic Reactions](#) webpage and talk to your doctor.

## 18. What is in the vaccines?

The Pfizer and Moderna COVID-19 vaccines contain mRNA, lipids (fats), salts, sugars and buffers. Neither vaccine contains eggs, gelatin, latex, or preservatives. For a full list of ingredients, please see each vaccine's Fact Sheet for Recipients and Caregivers: [Pfizer-BioNTech COVID-19 vaccine](#) and [Moderna COVID-19 vaccine](#).

## 19. Should I get a flu vaccine?

Yes! A flu vaccine only protects you from the flu, but at least it means you won't run the risk of getting flu and COVID-19 at the same time. This can keep you from having a more severe illness. Getting a flu vaccine now is more important than ever. If you are likely to get the COVID-19 vaccine soon, ask your doctor about the best time to get the flu vaccine. This is because a COVID-19 vaccine should not be given within 2 weeks of other vaccines.

## 20. What can I do now to help protect myself from getting COVID-19 until it is my turn to get a vaccine?

To protect yourself and others, follow these recommendations:

- Cover your mouth and nose with a mask when you are around others.
- Avoid close contact with people who are sick.
- Avoid crowds.
- Stay at least 6 feet away from others.
- Avoid poorly ventilated spaces.
- Wash your hands often.

See guidance for [reducing your risk](#). You should do this even after you are fully vaccinated.

## 21. Can I stop wearing a mask once I am vaccinated?

No! It is important to continue to take precautions like washing hands, wearing masks and practicing physical distancing, even after you have had 2 doses of vaccine. This is because:

- Two doses of vaccine are 95% effective at preventing COVID-19 illness. This is a really high level of protection for a vaccine. But it means there is still a chance that you could get sick with COVID-19, even after getting both doses. We don't know how well the vaccine stops the actual virus from being spread. Getting the vaccine stops the disease from making you feel sick, but you might still be able to spread it to others.
- It takes up to 2 weeks after the last dose to get the best protection.

If you get COVID-19 after you have been vaccinated, you still need to isolate.

**Stopping this pandemic is going to take all our tools.**



# Myths about COVID-19 Vaccines

Los Angeles County Department of Public Health

**Myth 1:** The vaccine was developed too fast – I don't think they know enough about it.

**The Facts:** These vaccines could be made fast and still be safe for three simple reasons.

- There was a lot of research done on the kind of virus that causes COVID-19 before this virus showed up. So scientists had a big head start about the kind of vaccine that would work best to fight this virus.
- A lot of government money was spent to get many companies to work on this vaccine and to put all of their scientists to work on it around the clock. That helped speed everything up.
- While every step that has to be followed to make a new vaccine and be sure it is safe was followed, some of the steps were done at the same time instead of one after another. It is like cooking several parts of a meal at once instead of cooking one course at a time. You get done sooner but it's just as good.

**In fact, the two vaccines that have been approved to protect against COVID-19 were studied on more than 70,000 volunteers, including adults of all ages and different racial and ethnic groups, and were found to work very well and be equally safe for all.**

**Myth 2:** Only 1% of people who get COVID-19 die of it. Won't the vaccine kill more people than that?

**The Facts:** COVID-19 is a lethal disease. Seasonal flu can be very dangerous but it kills about one person in every thousand infected, while COVID-19 kills one out of a hundred people who are infected. No one has died from the two approved vaccines.

- Some people wonder if that could be just because volunteers who took part in vaccine trials were not tracked for long enough for us to know if there will be deaths. It's true that we only have 3 months of experience watching people who got these vaccines, but we do have experience with other vaccines and the vast majority of ill effects show up within hours or days. There is no basis for believing we will see something different here.

**Myth 3:** The vaccines can make you sick with COVID 19

**The Facts:** The current vaccines don't include the virus in any form – no live virus, no weakened virus, no dead virus. You just cannot get the disease from the vaccine.

- Some other vaccines use the virus they are fighting in some form to charge up an immune response. The current COVID-19 vaccines do not work that way so there is no way that they could give you COVID-19.
- It is possible to catch the disease in the first few days after your vaccination before the vaccine has a chance to work, but that would not mean you got sick from the vaccine. For most people, the vaccine needs 7 days before it starts to work. And both these vaccines require a second dose before a person is fully protected from getting sick from the virus.

**It is easy to be confused about this, because you might feel some side effects for a while after getting the vaccine. In fact, about half of the volunteers who tested these vaccines experienced some side effects: most of these effects were mild and did not require any treatment or change in daily activity and lasted for 1-2 days. What they were feeling was not COVID-19, however, not even a mild case of COVID-19. They were feeling the symptoms of an**



# Myths about COVID-19 Vaccines

## Los Angeles County Department of Public Health

immune response, which means that the vaccine was at work developing antibodies to protect them from COVID-19.

**Myth 4:** These vaccines use genetic material to fight the virus. That means they can affect our genes.

**The Facts:** These vaccines do use genetic material, called mRNA (that stands for “messenger” RNA) to fight the virus but it doesn’t do anything to your genes.

- Just as its name says, mRNA works like a messenger. In this case, the mRNA used in the vaccine tells your body to make a protein that kicks your immune system into action. The mRNA lets your body get a message from the virus without having to run into the virus directly.
- But it doesn’t affect your genes. Keep in mind that you encounter genetic material from other plants and animals all the time, when you eat them. Your body breaks them down into their basic chemicals, using the proteins and fats and carbohydrates they contain to give you energy and make your cells work.

**Like the food you eat, the mRNA you get in a vaccine does have an affect on your health, but it doesn’t change your genes or your DNA.**

**Myth 5:** They say that childhood vaccines can cause autism – don’t these vaccines contain dangerous chemicals that can have serious health effects?

**The Facts:** Not true on either count. Childhood vaccines are one of the best and safest protections against dangerous diseases that have been developed and these vaccines have been carefully tested for safety as well.

- First about the autism scare – it was started by an English doctor who was later shown to be a fraud. The lie lived on because some celebrities bought in and ran with it. The result? Millions of dollars wasted on proving the truth over and over (for example, one study looked at every single baby born in Denmark for 8 years and showed there was absolutely no link). Even so, some scared parents still avoid vaccines and we see deadly outbreaks of diseases we could totally prevent.
- The list of ingredients in the COVID vaccines is pretty simple – mRNA, plus some fats (called “lipids,” which is another word for fats) plus some salt and sugar to stabilize the mix. You can actually find the ingredients on the Food and Drug Administration’s COVID-19 vaccine [website](#). Nothing you’ll see is out of the ordinary.

**Myth 6:** The vaccine contains a micro chip that can be used to track my movements.

**The Facts:** The vaccine does not contain any kind of tracking device whatsoever.

- This story seems to have spread on the Internet based on a Facebook post that said Bill Gates was planning to use a microchip to identify people who have been tested for COVID-19. In fact, Mr. Gates had commented on a research study that had nothing to do with COVID-19 and nothing to do with anything being implanted. The study was about a method

# Myths about COVID-19 Vaccines

## Los Angeles County Department of Public Health

to be sure who has gotten vaccinated in countries that have high death rates from vaccine preventable diseases and poor health data systems. Like the story about autism, this is a story that is hard to stop even after it has been debunked over and over.

**Myth 7:** The vaccine is being pushed on people against their will.

**The Facts:** Getting the vaccine is totally voluntary. Doctors and public health officials are trying to provide people with good information on the safety and effectiveness of these vaccines so that they can make an informed decision when it is their turn to be offered the vaccine. No one is required to get vaccinated.

**Myth 8:** You can't trust the people who made these vaccines. Big Pharma –the people who developed these vaccines, are just out to make money, and they pay doctors to say their products are safe.

**The Facts:** While there are terrible examples of drug companies putting profit before safety (for example, by aggressively promoting highly addictive opioid painkillers), the process for developing these vaccines and the make-up of the products themselves has been transparent, with more information available to independent scientists than ever before.

- The development of these vaccines has been carried out in the public eye. In fact, reviews of vaccine safety and efficacy (a term used to mean that the vaccines work) have been published for anyone to read. That means you or your doctor can read the reviews and decide whether the research seems solid and the findings are believable.
- The people reviewing the research include medical leaders from diverse settings all over the country and observers (non-voting members) representing a wide range of medical groups, including some that have fought hard against medical racism. They have not been paid for this work – they have been involved to verify the quality of the research and to assure that equity is protected throughout the process. For a list of names of the reviewers and the places they work, visit the Advisory Committee on Immunization Practices (ACIP) [website](#). You can learn more about these people by looking them up online.
- Doctors do not make extra money for giving vaccines. They are paid for a medical visit, same as any other primary care visit.

**Myth 9:** Black and Latinx communities are being singled out to get the vaccine because it hasn't really been proven to be safe.

**The facts:** There are certainly historical reasons for Black and Latinx communities to fear being singled out. The concern is justified because people of color and marginalized groups have, in the past, been coerced and subjugated to participating in drug trials and medical procedures without informed consent, patient protections, or ethical practices. That is not the case here, however. Black and Latinx communities have not been singled out to get the vaccine. But groups are being offered the vaccine based on the risks faced by the people in the group. So, the answer is NO to singling anyone out but YES, Black and Latinx communities could be

# Myths about COVID-19 Vaccines

## Los Angeles County Department of Public Health

**offered the vaccines earlier than other communities where infection, hospitalization and death rates have not been as high.**

**Consider the following:**

- The two vaccines now available were tested on diverse populations. In fact, efforts were made to assure inclusion of Black and Latinx volunteers in proportions equal to their proportion in the population just to make sure there weren't factors that would make a vaccine less effective or less safe in either of those groups. A big effort was made to include members of those groups, to assure that they would not be victims of medical neglect, which is the other side of the coin in regard to medical racism.
- The very top priority for getting vaccinated now that the vaccines are available are frontline workers in healthcare. This includes clinical staff such as doctors, nurses, and therapists as well as people who work in other areas like laboratories and hospital environmental services. They are prioritized because they are at higher risk of being exposed to the virus and they are critical to keeping other people alive. These same criteria are being used to decide who is next in line, as we need to prioritize vaccinating some people before others while there is limited supply of the vaccine. Once there is plenty of vaccine available, everyone who wants to get vaccinated should have easy access to the vaccine.
- There is good reason for Black and Latinx communities to demand equal and early access to vaccination. Black and Latinx residents, along with Native Americans and Native Hawaiians, have been most likely to be infected (often as a result of poor working or living conditions), most likely to require hospitalization if infected, and most likely to die from COVID-19. They're also the communities that suffer most severe consequences if illness excludes them from the workforce. If you see billboards or hear advertising encouraging Black and Latinx residents of LA to opt for vaccination, it reflects these concerns. LA wants those who have been hardest hit to have the opportunity to be vaccinated as soon as possible.

**The stakes for Black and Latinx residents of LA are high. Please read what you can about the vaccines from reliable sources and talk to well-informed people you trust – your doctor, a science teacher you know, a pharmacist – and ask them to respond to your questions and concerns. Your questions are important and deserve to be answered by knowledgeable and trusted individuals.**

**Myth 10:** **I don't need the vaccine if I already had COVID-19.**

**The Facts:** **We don't know how long natural immunity – the immunity you get from having been sick – lasts. We also don't know if it is complete. There have been a few well-documented cases of people being infected twice. So even if you have had COVID-19 and recovered, you will benefit from the vaccine.**

# COVID-19 Vaccine Scams

Whenever there is a health crisis, scammers will find ways to cheat people out of their money. During the coronavirus pandemic, scammers are using robocalls, social media posts, and emails to take advantage of fear, anxiety, and confusion about COVID-19. They sell things that don't work, charge money for things that are free, and steal personal information. Now that the [COVID-19 vaccine](#) is in Los Angeles County, scammers are targeting local residents with new, vaccine-related schemes. Beware!



**COVID-19 vaccine is being distributed in Los Angeles County in a fair and transparent way. If someone offers to sell you a chance to get vaccinated before it is your turn, it's a scam.**

- Vaccine is only being offered to healthcare workers and people who live in long-term care facilities (for example nursing homes) right now.
- Essential workers who cannot work from home are likely to be offered the vaccine next because they are at high risk of being exposed to the COVID-19 virus. Older adults, and adults with medical conditions might also be next because they are more likely to become very sick if they get COVID-19.
- Children under 16 years of age will not be offered vaccine in the near future. The vaccines are not allowed to be given to this age group.
- As more vaccine is available it will be offered to everyone. **This will likely take months. Vaccine may not be offered to the general public until Spring/Summer 2021.**
- Information about how to get the vaccine will be posted on the Public Health's [COVID-19 webpage \(ph.lacounty.gov/Coronavirus/vaccine/\)](https://ph.lacounty.gov/Coronavirus/vaccine/) when vaccine is available for different groups.
- If you have questions, talk to your doctor. Call 2-1-1 or visit the [211LA website](#) if you need help finding a doctor.

**COVID-19 vaccine will be given to Los Angeles County residents at no cost and *regardless of immigration status*. If someone says they can get you a special, low cost deal, or get you the vaccine under the table, it's a scam.**

- You will not be charged a fee or co-pay to receive a COVID-19 vaccine. The doctor or pharmacy may charge a fee for giving the vaccine, but it should be covered by public and private insurance companies. People without health insurance can get COVID-19 vaccines for free.
- You will NOT be asked about your immigration status when you get a COVID vaccine. Your medical information is private. Your doctor is not allowed to share it with immigration officials.
- Visit the Los Angeles County [Office of Immigrant Affairs COVID-19 page](#) for updates on COVID-19 for immigrant residents.

**A RED FLAG is a warning sign or signal that something might be a scam. Look out for these COVID-19 vaccine red flags:**

- Someone offers to move you into an earlier group to get the vaccine for a fee.
- Someone tries to sell you a place on a COVID vaccine waiting list. **There is no "vaccine waiting list".**
- Someone on the street, online, on social media, or knocking on your door tries to sell you a shot of vaccine.

In one local COVID vaccine scam, a man reported that he was offered vaccines for his entire family at \$49 per person. Luckily, the man's credit card company declined the payment. Vaccines can only be given by licensed medical providers.

# COVID-19 Vaccine Scams

- You get calls, texts, or emails about the vaccine. The caller asks for your personal or financial information. It can be your Social Security, bank account or credit card number. NEVER share these numbers or other personal information with an unknown caller or in a text or email.
- You see ads for fake vaccines or “miracle cures” using vitamins or other dietary supplements. Scammers promote these even though they have not been proven to work. The FDA has issued warning letters to many companies for selling products that claim to prevent, treat, or cure COVID-19.
- If anyone that isn’t well known in your community (like a doctor, a health care clinic, a pharmacy, a County health program) offers you a vaccine – think twice and check with your doctor. Don’t let the scammers win!

**In fact, always talk to a doctor or other healthcare provider before taking any vaccine, medicine or health product.**

## Get Help

- **Find a doctor:** call 2-1-1 the LA County information line or visit the [211LA website](#).
- **Find resources like food, medicines, and other essential supplies:** call 2-1-1 or visit the [211LA website](#), or the Public Health [resource webpage](#).
- **Report a possible COVID-19 scam and get help trying to get your money back:** contact the LA County Department of Consumer and Business Affairs (DCBA): [dcba.lacounty.gov](#) or 800-593-8222.
- **Report suspicious claims being made about vaccines, testing or treatment products:** report to the FTC at [ftc.gov/complaint](#)

## Stay up to date – with trusted information

Beware of fake news and hoaxes as well as COVID-19 scams

### Coronavirus Updates

- Visit [ph.lacounty.gov/media/Coronavirus](#), sign up for press releases, or follow us @lapublichealth
- Visit the County’s COVID-19 webpage [covid19.lacounty.gov](#)
- Check the CDC’s website [www.cdc.gov/coronavirus](#)

### Scam Alerts

Stay up to date on the latest scams and precautions you and your family should take.

- Learn about recent scams from the Los Angeles County Consumer and Business Affairs' [consumer alerts](#)
- Visit the Los Angeles County [Office of Immigrant Affairs COVID-19](#) webpage
- Sign up for the American Association of Retired Persons (AARP) [Fraud Alerts Watch](#)
- Sign up to receive the Federal Trade Commission’s [consumer alerts](#)

**Learn about other common COVID-19 Scams and Fraud by visiting [ph.lacounty.gov/hccp/covidscams](#).**

## Sign up for the COVID-19 Vaccine Email Newsletter

To sign up for regular updates on the COVID-19 vaccine, please visit the [COVID-19 Vaccine](#) web page.

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
**By:** Anthony Vairo, Police Chief

**Date:** March 15, 2021

**Subject:** Crime Statistics Update

### **RECOMMENDATION:**

It is recommended that the City Council receive and file this report.

### **BACKGROUND:**

1. The Police Department prepares an Annual Crime Statistics on the Seven Major Offenses, which include: 1) Homicide, 2) Rape, 3) Robbery, 4) Assault, 5) Burglary, 6) Larceny, and 7) Auto Theft.
2. The Seven Major Offenses are a set of crimes commonly used as a gauge for comparison of police agencies throughout the State of California and the United States.
3. On March 18, 2019, a three-year analysis (January 2015 through July 2018) was presented to the City Council and the public of the Seven Major Offenses.

### **ANALYSIS:**

Staff provides the City Council and community with annual crime statistics to ensure they are informed about the Police Department's efforts to protect life and property of everyone in the City. This presentation is intended to provide the crime trend analysis of the Seven Major Offenses that were committed in the City of San Fernando from January 2018 through December 2020.

In 2020, which was the start of the COVID-19 pandemic, there was a slight increase of Robbery, increase in Assault, increase in Burglary, decrease in Theft, increase in Auto Theft and increase in Arrest. Overall, the Seven Major Offenses have decreased during the three-year period of this analysis.

## **Crime Statistics Update**

Page 2 of 2

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A copy of this Annual Crime Statistics presentation, as well as prior year Crime Statistics presentations, may be found on the City's website: [WWW.SFCITY.ORG/Crime-Maps-Police-Blotter](http://WWW.SFCITY.ORG/Crime-Maps-Police-Blotter).

### **BUDGET IMPACT:**

Preparation of the Annual Crime Statistics Update is part of the Police Department's work plan and included in the Fiscal Year 2020-2021 Adopted Budget. There is no additional budget impact to receiving and filing a presentation on the Crime Statistics Update.

### **CONCLUSION:**

Staff recommends the City Council receive and file this report.

### **ATTACHMENT:**

A. Presentation



# SEVEN MAJOR OFFENSES

CRIME TREND UPDATE  
(1/2018 – 12/2020)

PRESENTED BY:  
ANTHONY VAIRO, POLICE CHIEF



## SEVEN MAJOR OFFENSES

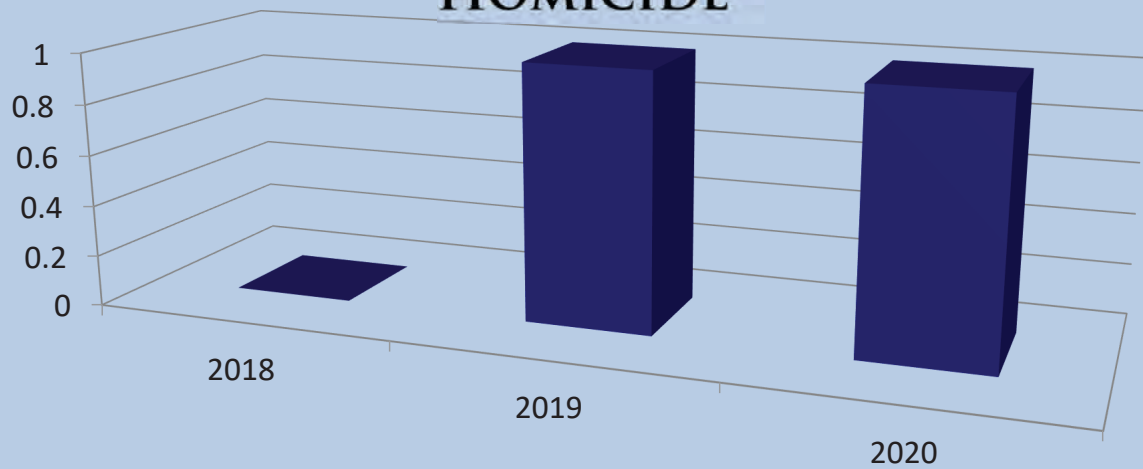
- Homicide
- Rape
- Robbery
- Assault
- Burglary
- Larceny
- Auto Theft



SEVEN MAJOR OFFENSES (1/2018 – 12/2020)



## HOMICIDE



	2018	2019	2020
■ Homicide	0	1	1

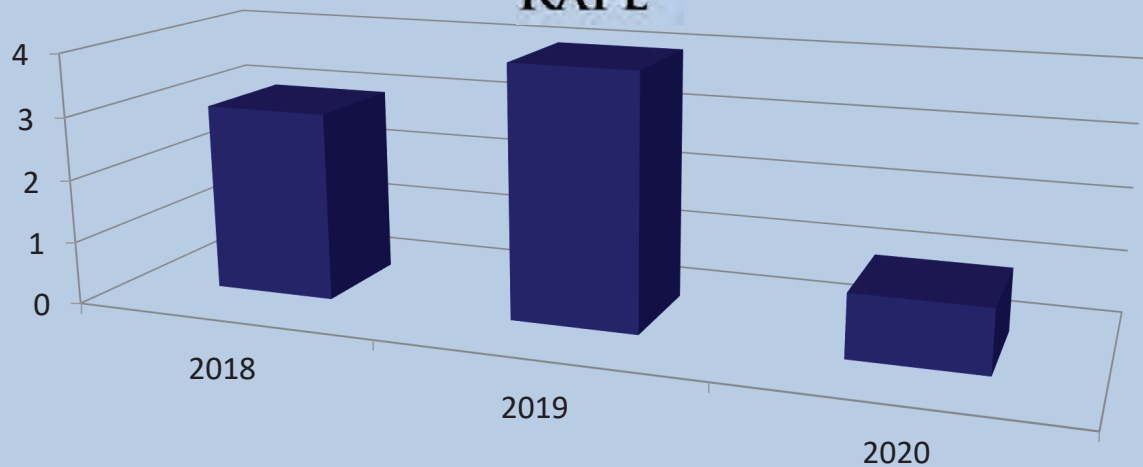
**1% INCREASE**



SEVEN MAJOR OFFENSES (1/2018 – 12/2020)



## RAPE



	2018	2019	2020
■ Rape	3	4	1

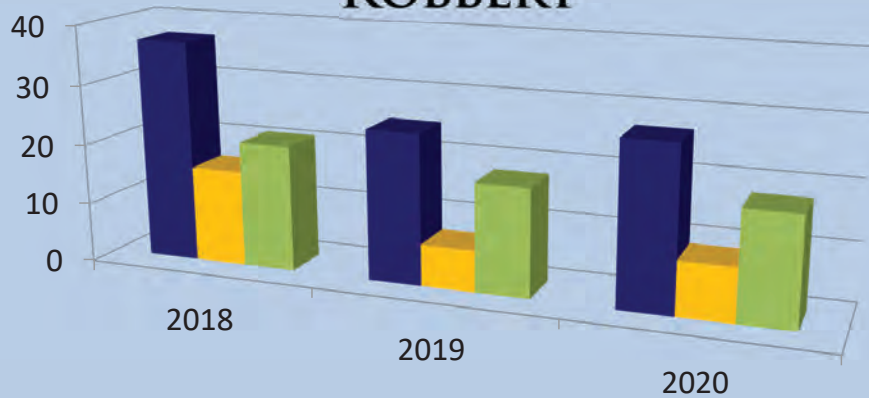
**67% DECREASE**



SEVEN MAJOR OFFENSES (1/2018 – 12/2020)



## ROBBERY



**27% DECREASE**

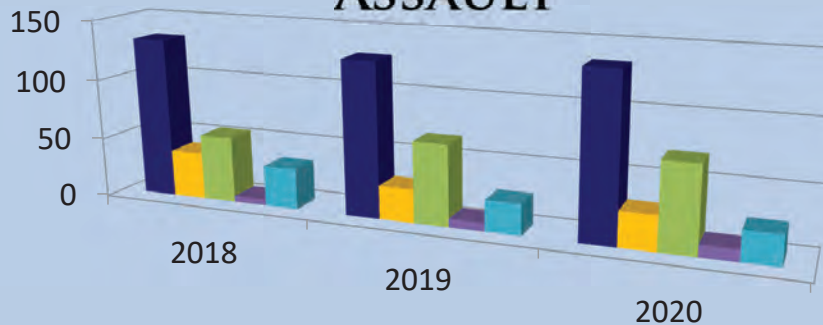
- Business – 44% Decrease
- All Others – 14% Decrease



SEVEN MAJOR OFFENSES (1/2018 – 12/2020)



## ASSAULT



**2% INCREASE**

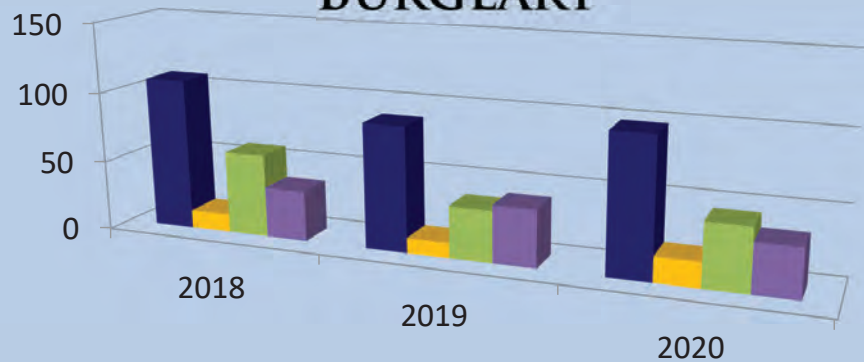
- Felony – 26% Decrease
- Domestic – 29% Increase
- Assault on Police Officer – 100% Increase
- Misdemeanor – 26% Decrease



SEVEN MAJOR OFFENSES (1/2018 – 12/2020)



## BURGLARY



**9% DECREASE**

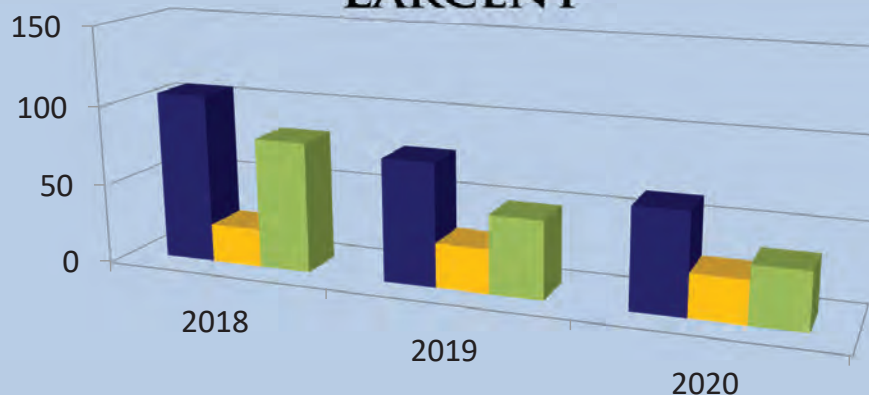
- Residential – 38% Increase
- Vehicle – 24% Decrease
- Business – 3% Decrease



SEVEN MAJOR OFFENSES (1/2018 – 12/2020)



## LARCENY



**40% DECREASE**

- Felony (487 P.C.) – 12% Increase
- Misdemeanor (484 P.C.) – 56% Decrease

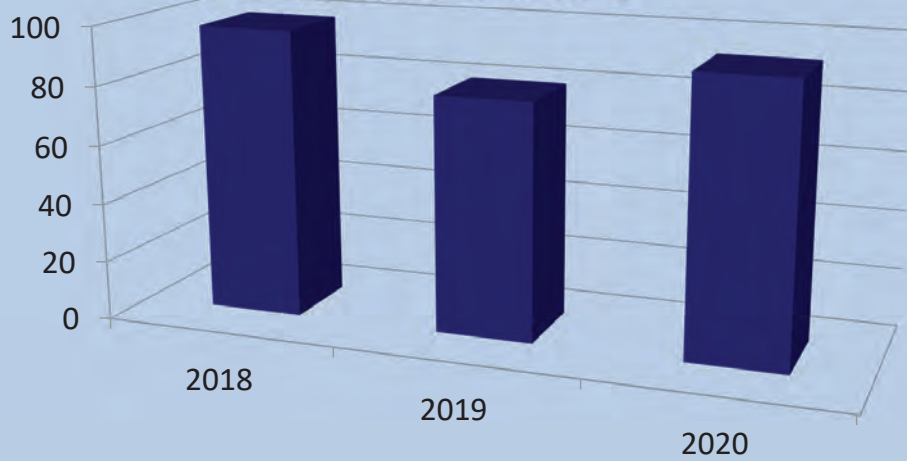


SEVEN MAJOR OFFENSES (1/2018 – 12/2020)





## AUTO THEFT



	2018	2019	2020
■ Auto Theft	98	80	93

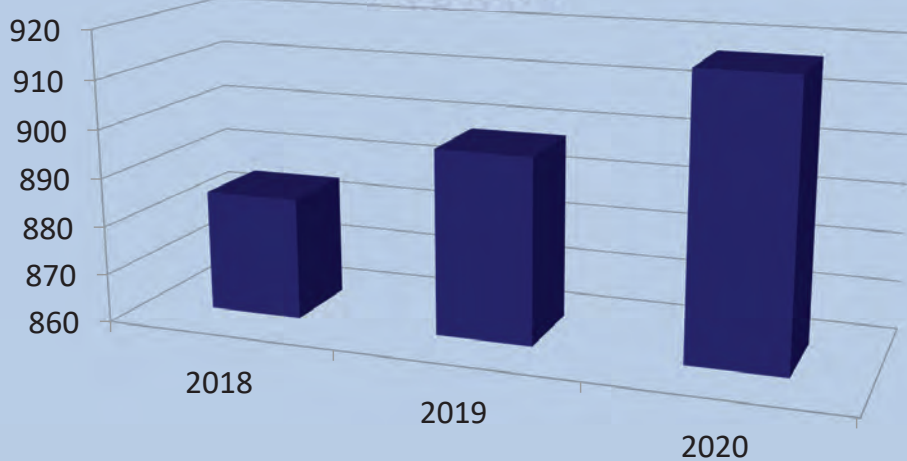
**5% DECREASE**



SEVEN MAJOR OFFENSES (1/2018 – 12/2020)



## ARREST



	2018	2019	2020
■ Arrest	885	898	917

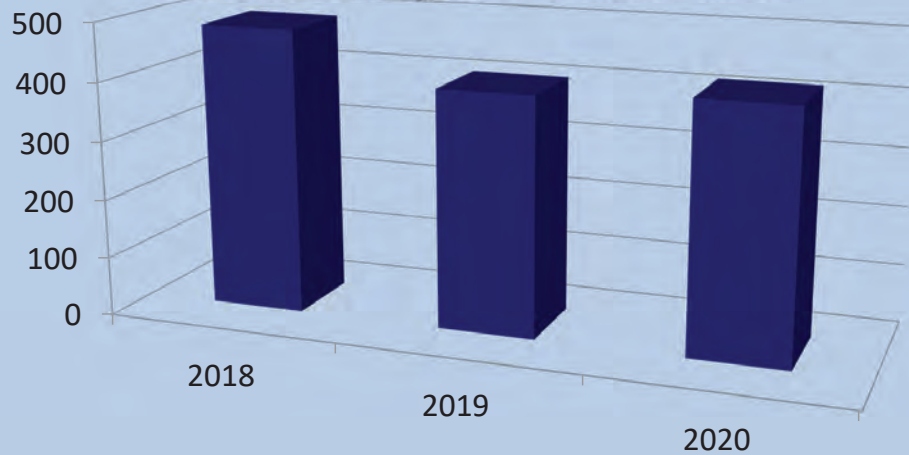
**4% INCREASE**



SEVEN MAJOR OFFENSES (1/2018 – 12/2020)



## SEVEN MAJOR OFFENSES



	2018	2019	2020
Overall	485	404	418

**14% DECREASE**



SEVEN MAJOR OFFENSES (1/2018 – 12/2020)



# QUESTIONS?



SEVEN MAJOR OFFENSES (1/2018 – 12/2020)





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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** March 15, 2021

**Subject:** Consideration to Approve a Professional Services Agreement for Professional Underwriting Services with Samuel A. Ramirez & Co., Inc.

### RECOMMENDATION:

It is recommended that the City Council:

- a. Award a Professional Services Agreement (Attachment “A” – Contract No. 1982) to Samuel A. Ramirez & Co., Inc., to serve as underwriter for the proposed Pension Obligation Bonds, which will be paid a not-to-exceed underwriter’s discount or fee equal to \$3.79 per bond or 0.379% of the par value of the bonds to sell the City’s POBs to the capital markets; and
- b. Authorize the City Manager to make non-substantive edits and execute the Agreement and all related documents.

### BACKGROUND:

1. On August 20, 2018, staff provided the City Council with an analysis and projection of the City’s long-term pension and retiree health (i.e., Other Postemployment Benefits, or OPEB) costs as well as various funding strategies to address those liabilities.
2. On March 4, 2019, the City Council awarded a Professional Service Agreement to Urban Futures, Inc. (UFI) to develop cost projections and recommendations to address the City’s Pension and Other Post Employment Benefit (“OPEB” or “Retiree Health Benefit”) liabilities.
3. On February 3, 2020, the City received a staff presentation by UFI on the City’s Unfunded Pension and Retiree Health Benefit Liabilities and directed staff to move forward with the process to issue Pension Obligation Bonds (POBs).
4. On March 3, 2020, the City Council approved the selection of Jones Hall, via competitive Request for Proposals (RFP) process, to serve as Bond and Disclosure counsel with respect to the proposed POBs, and as special counsel with respect to related judicial validation proceedings.

**Consideration to Approve a Professional Services Agreement for Professional Underwriting Services with Samuel A. Ramirez & Co., Inc.**

Page 2 of 4

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5. On June 15, 2020, the City Council adopted a resolution authorizing the Issuance of POBs and the filing of the Judicial Validation Proceedings to determine the validity of such bonds.
6. On November 11, 2020, Jones Hall successfully completed the validation process and the City, along with UFI, issued an RFP for underwriter services.
7. On November 19, 2020, staff published a Notice Inviting Bids and RFP for Professional Underwriting Services for Pension Obligation Bonds with the San Fernando Valley Sun, posted the RFP on the City's and the California Society of Municipal Finance Officers (CSMFO) websites, and distributed it to CSMFO members, as well as interested underwriting firms.
8. On December 4, 2020, the City Clerk received seven (7) responses to the RFP for Underwriting Services related to pension obligation bonds. The proposals were kept in the City Clerk's Office pending staff review and recommendation to the full City Council.
9. On January 19, 2021, the City Council established a Financial Advisor Services for Pension and Retiree Health Ad Hoc Committee (Mendoza/Montañez) to assist staff and UFI to review and evaluate proposals and recommend an underwriting firm.
10. During February and March 2021, City Staff, conducted virtual interviews of all firms that submitted RFPs: Cabrera Capital Markets; Citibank; J.P. Morgan; Loop Capital Markets; Raymond James; Samuel A Ramirez & Co., Inc.; and Stifel.

**ANALYSIS:**

Pension Obligation Bonds (POBs) are one option to address the financial impact related to rising Unfunded Accrued Liabilities (UAL) contributions. A POB is a taxable debt service to pay some or all of the City's UAL. The bond proceeds are deposited with CalPERS to reduce the City's UAL. Debt service payments for the bond issuance will then replace the City's UAL payments; payments that would have been owed to CalPERS for the UAL amount that was paid off. POBs would reduce the City's borrowing cost by not adding additional debt but replacing the City's current debt at a lower cost.

POBs offer a stable, fixed payment amount toward the City's UAL costs. POBs should only be issued when the all-in interest rate of the bond issue is significantly below the actuarial rate of interest factored into the calculation of the UAL. City staff, UFI, and the selected underwriting firm will conduct an analysis to determine the City's cost of borrowing and recommend the amount of UAL that will be paid off.

Although all firms are well qualified, Samuel A. Ramirez & Co., Inc., was ranked the highest by City staff and provided the best overall balance of proposed staff, deal structure, City knowledge,

## Consideration to Approve a Professional Services Agreement for Professional Underwriting Services with Samuel A. Ramirez & Co., Inc.

Page 3 of 4

timing, POB experience, interaction with staff, and cost effectiveness (Exhibit “A” of Attachment “A”).

The underwriter’s fees, known as the Underwriter’s Discount, are netted from the proceeds of the sale of the bonds. Samuel A. Ramirez & Co., Inc., initial fee proposal was \$4.29 per bond, plus expenses. Two firms submitted a bid with a higher rate, and four firms submitted a bid with a lower rate. Subsequent to the selection committee finalizing a recommended firm, UFI requested a revised fee proposal from Samuel A. Ramirez & Co., Inc., and they agreed to reduce their fee to \$3.79 per bond, resulting in an additional \$22,500 in savings from their initial proposed fee.

Firm	Takedown	Management Fee	Expenses	Underwriter’s Discount
J.P. Morgan	\$2.25	\$0.00	\$0.68	\$2.93
Loop Capital	\$2.50	\$0.00	\$0.68	\$3.18
Citigroup	\$2.50	\$0.00	\$0.95	\$3.45
Raymond James	\$3.41	\$0.00	\$0.59	\$4.00
Samuel A. Ramirez & Co., Inc.	\$3.75	\$0.00	\$0.54	\$4.29
Stifel	\$3.75	\$0.00	\$0.75	\$4.50
Cabrera Capital	\$5.00	\$0.00	\$0.77	\$5.77

The City has finalized the validation process and has received confirmation of the legal authority to issue POBs. The capital markets have been at historically low rates, but are currently rising. Based on feedback from various underwriters and the City’s financial advisor, UFI, it has been suggested to proceed with selecting an underwriter expeditiously to position the City to be able to sell bonds while the market rates are still favorable.

Once the City Council awards an Agreement to an underwriting firm, the financing team for the POB will be complete and the City will be able to move to the next steps for issuing the bond. Staff will assist the underwriting team with information regarding the City’s financials, ability to get a strong credit score, the City’s response to the COVID-19 Pandemic and other information necessary for the bond issuance.

Once the underwriter receives this information from staff, the underwriter will come back to City Council for review, discussion, and approval of the deal structure, the bond issuance amount, and an analysis of the savings of the bond issuance. The underwriter will also provide City Council with their marketing strategy to sell these bonds.

### BUDGET IMPACT:

Professional service fees (e.g., financial advisor, underwriter, bond/disclosure counsel, trustee, etc.) associated with the issuance of bonds are paid on a contingent basis, from the proceeds of

**Consideration to Approve a Professional Services Agreement for Professional Underwriting Services with Samuel A. Ramirez & Co., Inc.**

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a bond issue. Since the fees are contingent and paid from bond proceeds, it will not have a direct fiscal impact on the Fiscal Year 2020-2021 budget.

**CONCLUSION:**

It is recommended that the City Council approve Samuel A. Ramirez & Co., Inc. to serve as the underwriter for the proposed POB issue, to be paid an Underwriter's Discount not-to-exceed \$3.79 per bond or 0.379% of the par value of the bonds, including expenses.

**ATTACHMENT:**

A. Contract No. 1982



## PROFESSIONAL SERVICES AGREEMENT

### Samuel A. Ramirez & Co., Inc.

Underwriting Services for Pension Obligation Bonds

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15<sup>th</sup> day of March 2021 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and SAMUEL A. RAMIREZ & CO., INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

### **I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF 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."
- 1.2 **TERM:** This Agreement shall have a term of one (1) year commencing from March 15, 2021 and terminating on March 31, 2022 with the option to extend one (1) year by the City Manager, if Ramirez' services are still required for Pension Obligation Bonds. 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
- 1.3 **COMPENSATION:**
  - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is (hereinafter, the "Approved Rate Schedule").
  - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of as described in Request for Proposal (hereinafter, the "Not-to-

**PROFESSIONAL SERVICES AGREEMENT**

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Underwriting Services for Pension Obligation Bonds

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Exceed Sum”), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension 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.

- 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 thirty (30) calendar 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 day 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 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.



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Underwriting Services for Pension Obligation Bonds

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**II. PERFORMANCE OF AGREEMENT**

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Finance (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 Fernando Guerra, Managing Director 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;
  - 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;

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- 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 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.

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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.
- 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,

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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, personal 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 or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT 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.

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- 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 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.

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### 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.
- 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.

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Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

**V. TERMINATION**

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

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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 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



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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 1.4, 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 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:

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- 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.

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.

## 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

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Underwriting Services for Pension Obligation Bonds

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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.
- 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:**

Samuel A. Ramirez & Co., Inc.  
 633 West 5<sup>th</sup> Street, Suite 2693  
 Los Angeles, CA 90071  
 Attn: Fernando Guerra, Managing  
 Director  
 Phone: 213-627-6120  
 Email:  
 Fernando.Guerra@RamirezCo.Com

**CITY:**

City of San Fernando  
 Finance Department  
 117 Macneil Street  
 San Fernando, CA 91340  
 Attn: Diego Ibanez  
 Phone: 818-898-7307  
 Fax: 818-361-7631

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

**PROFESSIONAL SERVICES AGREEMENT**

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Underwriting Services for Pension Obligation Bonds

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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 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.

## PROFESSIONAL SERVICES AGREEMENT

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Underwriting Services for Pension Obligation Bonds

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- 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.
- 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 6.15, 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

**PROFESSIONAL SERVICES AGREEMENT**

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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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Underwriting Services for Pension Obligation Bonds

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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**

**Samuel A. Ramirez & Co., Inc.**

By: \_\_\_\_\_

Nick Kimball, City Manager

By: \_\_\_\_\_

Name: Fernando Guerra

Title: Managing Director

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Richard Padilla, Assistant City Attorney

**EXHIBIT "A"**  
**CONTRACT NO. 1982**

**December 4, 2020**

**City of San Fernando**



**Proposal for  
Underwriting Services for  
Pension Obligation Bonds**

**Samuel A. Ramirez & Co., Inc.**

633 West Fifth Street, Suite 2693  
Los Angeles, California 90071







December 4, 2020

City of San Fernando  
117 MacNeil Street  
San Fernando, California, 91340

RE: Proposal for Underwriting Services for Pension Obligation Bonds (POBs)  
to the City of San Fernando (the "City")

Evaluation Committee:

Thank you for the opportunity to present Samuel A. Ramirez & Co., Inc.'s ("Ramirez & Co.") qualifications and approach to serve as senior manager on the City's upcoming POB financing. Along with its OPEB, retirement liabilities represent approximately 93% of the City's long-term debt. Hence, selecting an underwriter that will make the City's POB issue a top priority is essential. We ask that you consider our past attention to the City, service and role in identifying this idea, along with the following factors, that make Ramirez & Co. the right choice to serve as senior manager:

**We will work hard for the City.** A \$45 million POB issue is a small issue for most underwriting firms, but, arguably, it will be the most significant financing in the City's 108-year history. Ramirez & Co. will make the City's POB a firm-wide priority. A testament to this commitment is the effort we expended to secure a 1.79% rate (significantly below market at the time) for the City's \$1.3 million 2020 Installment Sale Agreement. We remained committed over the 18 months it took for the City to complete the land purchase and worked hard to generate sufficient bank interest, despite the small par amount. Similarly, we will work as hard to ensure the City's POBs secure the lowest rate possible.

**We know the City.** Ramirez & Co. will execute a marketing plan to generate maximum investor interest for the City's POBs. But, investors will have many questions ranging from the City's position within the Los Angeles economy to the City's financial position given its history of financial challenges. As the City's senior managing underwriter, Ramirez & Co. will highlight the following:

- The City's response to the COVID-19 economic downturn was immediate, reducing a projected General Fund deficit from \$1.8 million to approximately \$800,000 using various budget cuts and drawing down reserves.
- Robust support from residents for the City's Measure SF sales tax increase (over 56%). Measure SF will provide approximately \$1.1 million annually to the City's General Fund.
- The City's pension tax provides a unique credit strength. Moreover, the City has adhered to a policy of paying at least 100% of its ARC, and has done so by prepaying the full amount early in the fiscal year to capture additional savings from CalPERS.
- Review of the City's POB strategy by the Citizen's Finance Advisory Committee indicates a strong commitment by City management to transparency with the community.
- The City has created and is in the process of rolling out a retirement incentive program for eligible employees to capture additional cost savings (positions must remain unfilled to capture savings).



- One of the most important factors will be to highlight that COVID-19 did not impact the City's revenues as significantly as was initially projected and that the City's pension tax will continue to grow with assessed value (particularly significant given recent new development at the City).

**We bring relevant, recent POB experience.** Since January 2017, Ramirez & Co. has senior-managed seven California POB transactions totaling \$659 million, in addition to a \$1 billion POB for the City of Houston. Notably, we incorporated a flexible 10-year call in all of our CA POBs, establishing an important benchmark for all subsequent POB issues. Recent California POB clients include the cities of Coachella, Hawthorne, El Monte, Baldwin Park, Pomona, Brawley, and Monterey Park (pending).

**We know the investors for San Fernando POBs.** Based on our recent experience serving as a POB senior manager for cities with similar credit and demographic characteristics to the City of San Fernando, we have identified the most likely buyers for the City's POBs: Insurance companies (e.g. Allstate, Standard Ins., Federated Life), Professional Money Managers/SMA's (e.g. Belle Haven, GSAM, Wells, Bel-Air) and taxable mutual funds (e.g. Eaton Vance and BlackRock).

**An established Wall Street firm with a strong California presence.** Few, if any, investment banks can match Ramirez & Co.'s stable 50-year history. Since its inception in 1971, Ramirez & Co. has weathered good and bad markets, economic upturns and downturns and remained a solidly capitalized, privately-owned firm. Moreover, as the largest Latino-owned investment bank in the U.S, Ramirez & Co. would be proud to serve the City with its 93% Latino population.

**We bring the resources needed to secure the lowest POB rate.** – Ramirez & Co. is the highest capitalized M/WBE firm in the industry, with sufficient capital to senior manage 70 individual \$45 million issues in a single day! Our underwriting resources include in-house retail and institutional distribution capabilities: three bond underwriters, 17 taxable and tax-exempt muni institutional salespeople and seven high-net-worth retail sales professionals; a distribution platform with pricing capabilities that rival any bulge bracket firm on Wall Street.

Additionally, Ramirez & Co. has recently hired one of the most respected senior bankers in California to lead the Firm's California practice. This senior banker has completed over \$2.0 billion of POB transactions in his career and will be intimately involved in the City's POB transaction. He most recently headed Stifel's California Public Finance team and, previously, served as the Head of Investment Banking at De La Rosa & Co.

Ramirez & Co. is not just an M/WBE firm, it is also one of the most capable investment banks in the country and has more POB experience in California than any competitor. The Firm and committed to serving the City with an experienced group of professionals who will leverage all of the Firm's resources to deliver optimal execution (as we have done in the past). Thank you for the opportunity to submit our proposal. We look forward to serving the City on this important financing.

Sincerely,

**Fernando Guerra**

Managing Director

T: (310) 993-1440

E: fernando.guerra@ramirezco.com

**Michael Mejia**

Senior Vice President

M: (510) 364-1423

E: michael.mejia@ramirezco.com



## REGULATORY ISSUES TO BE ANSWERED IN COVER LETTER

***a. Has your firm and/or any of its principals ever been the subject of any investigation relating to the municipal industry by the SEC, NASD, NYSE or any other State or Federal organization that oversees, regulates, licenses or is otherwise responsible for the municipal industry?***

Ramirez & Co. is not currently the subject of any administrative proceedings, investigations brought by regulatory authorities, (the Municipal Securities Rulemaking Board (MSRB), Financial Industry Regulatory Authority or Securities and Exchange Commission (SEC)), within the past several years.

***b. Has your firm and/or any of its principals ever been involved in any litigation, arbitration, disciplinary or other actions arising from the firms underwriting, management or handling of municipal securities?***

Ramirez & Co. has been named as a respondent in two recent municipal related matters:

On July 24, 2019, the Puerto Rico Federal Financial Oversight Management Board ("PROMESA") filed an adversary complaint against a 12 municipal underwriters, including Ramirez & Co., in connection with Puerto Rico bond offering(s). In response to the allegations, the underwriters' defense counsel filed a motion of dismissal, joined with an insurance claim under our professional indemnity policy. The case is re: The Financial Oversight and Management Board for Puerto Rico, Case No. 17-BK-3283 (LTS) (Jointly Administered). This case has been stayed by the court and is in the process of being briefed. Litigation Counsel has not yet formed an opinion on the merits of the allegations. Ramirez shall advise on material developments, if any.

Similarly, on February 19, 2020 Ambac Insurance Co. ("AMBAC") served all Underwriters, including, Ramirez & Co. Plaintiffs allege misconduct in debt offerings issued by the Puerto Rico Infrastructure Financing Authority ("PRIFA") and the Puerto Rico Convention Center District Authority ("PRCCDA") in the 1990's thru the mid-2000s. The Complaint & Summons; in Re: CV No: SJ2020CV01505 (906) Breach of Duty vs. Samuel A. Ramirez & Co., Inc. et al. The Underwriters have filed for dismissal pending scheduling by the court. Litigation Counsel has not yet formed an opinion on the merits of the allegations. Ramirez shall advise on material developments, if any.

***c. Please list any potential conflicts of interest your firm may have in acting as an underwriter or placement agent for the City.***

Ramirez & Co. does not currently have, nor is it contemplating the establishment of any relationship with any other person or entity which would constitute an actual or potential conflict of interest in connection with the services enumerated in this RFP.

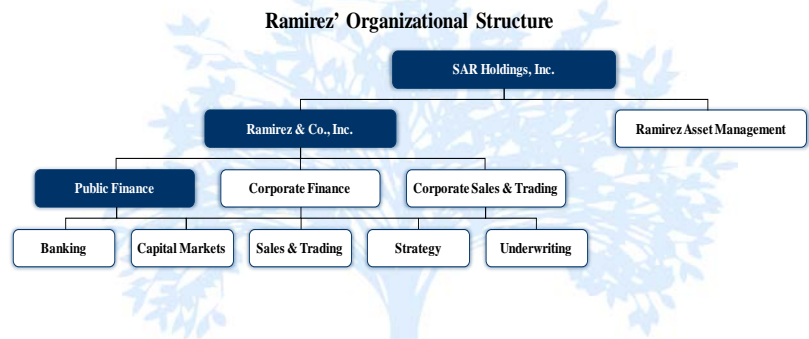
## FIRM OVERVIEW

**a. Provide a brief overview of your firm, and the resources dedicated to the municipal bond sector.**

**Firm Overview.** Incorporated in 1971, Ramirez & Co. is a minority-owned broker-dealer whose primary business is municipal finance. 85% of the firm's activities focus on this sector, with the balance of the Firm's efforts concentrated in corporate debt/equity capital markets, institutional equities and asset management. Ramirez & Co. is the oldest, largest and most successful Latino-owned investment bank in the U.S. and operates as a privately-owned corporation registered to do business in all 50 U.S. states.

**National Presence and Organizational Structure.** Ramirez & Co. has 132 employees nationally and 10 offices throughout the U.S. in Los Angeles, New York, Albany, Austin, Boston, Chicago, Dallas, Denver, Houston, Orlando, Puerto Rico, San Antonio and San Juan, Puerto Rico. Ramirez has been committed to its municipal clients for over 50 years, which is a testament to both the Firm's dedication and stability.

As shown in the organizational chart to the right, SAR Holdings, Inc. is comprised of Samuel A. Ramirez & Co., Inc. (the broker-dealer) and Ramirez Asset Management. Departments within Ramirez & Co. include Public Finance, Corporate Finance, and Corporate Sales and Trading. Public Finance includes Investment Banking, Sales and Trading, Underwriting, and Credit Strategy.



**Highest Capitalized M/WBE Firm.** Ramirez operates as a privately-held corporation and has continued to grow its capital from the profitability of the Firm. Nearly all of the Firm's capital is dedicated toward municipal underwriting and it is routinely employed to support clients in the primary and secondary markets. As of September 30, 2020, Ramirez & Co. has the capital to sole manage a \$3.15 billion single municipal transaction, assuming a 7% regulatory haircut; an amount equal to 70x the size of the City's proposed \$45 million POB!

**Secondary Trading Support and Liquidity.** As the highest capitalized M/WBE firm in the nation, Ramirez & Co. carries more bonds in inventory, trades more in the secondary market and stocks more bonds than any other M/WBE firm (average daily trading volume of \$100 million and an average daily municipal inventory of \$150 million in long-term taxable and tax-exempt securities). The secondary market liquidity and confidence provided to investors are important factors in Ramirez & Co.'s ability to achieve the lowest cost of capital in our primary market new issue pricings.

## PENSION EXPERIENCE

**a. Briefly list your firm's experience issuing Pension Obligation Bonds or addressing unfunded pension liabilities.**

- Ramirez & Co. is the top ranked underwriter of POBs in California. No other banking team has successfully underwritten more California POBs since January 1, 2017 than Ramirez & Co.'s proposed team (particularly POBs supported by a dedicated pension tax such as the City's).
- California POB experience is particularly important because not all taxable bond investors purchase POBs (more taxable bond experience does not translate to more POB experience).


**\$110,000,000, City of Monterey Park, Taxable Pension Obligation Bonds, Series 2021**  
**Ramirez & Co. Role: Senior Manager (Pending)**

- *POBs for the City of Monterey Park will have a similar credit structure to the City's proposed POBs (debt service secured by the City's general fund and its pension tax revenues). Ramirez & Co. will introduce the City's credit to S&P since it has no outstanding General Fund rating.*


**\$17,590,000, City of Coachella, Taxable Pension Obligation Bonds, Series 2020**  
**Ramirez & Co. Role: Senior Manager**

- Ramirez & Co. successfully guided the City to secure a 'AA-' (stable) rating despite falling revenues from COVID-19 and helped develop a bond structure that maximized savings for the City.
- *Aggressive marketing helped the City achieve the lowest spreads of any 'AA-' rated California POB in the history of the municipal bond market.*


**\$118,725,000, City of El Monte, Taxable Pension Obligation Bonds, Series 2020**  
**Ramirez Role: Senior Manager**

- POBs funded the portion of the City's UAL that is eligible to be paid from the City's pension tax.
- *Ramirez Co. worked with the financing team to secure bond insurance from AGM that helped ensure the broadest distribution and lowest cost of borrowing.*
- Ramirez & Co. included an investor roadshow presentation and multiple one-on-one calls with several investors to ensure the broadest distribution. *Aggressive marketing helped Ramirez & Co. achieve lower spreads than all comparable POBs despite lower ratings.*


**\$219,935,000, City of Pomona, 2020 Taxable Pension Obligation Bonds, Series BJ**  
**Ramirez & Co. Role: Joint-Book Runner**

- Ramirez & Co. served as Joint-Book Runner and led the City's credit rating and structuring efforts.
- *Due to COVID-19 the City was projecting budget deficits in FY2020 and FY2021. Despite these challenges, Ramirez & Co. led the rating efforts and helped preserve the City's 'AA-' S&P rating.*
- *Ramirez & Co. recommended deferring principal for one year and changing principal payment dates to address the City's budget deficit. This strategy delayed the 1<sup>st</sup> principal payment by one fiscal year and reduced interest cost by shortening the final maturity from 6/1/2047 to 8/1/2046.*


**\$121,865,000, City of Hawthorne, 2019 Taxable Pension Obligation Bonds**  
**Ramirez & Co. Role: Sole Manager**

- Ramirez & Co. was sole manager for the largest financing in the history of the City and the largest California POB of 2019.
- *Aggressive marketing efforts maximized investor demand and secured orders from buyers that had never purchased California POBs prior to the sale (Wells Capital Management).*


**\$54,085,000, City of Baldwin Park, 2019 Taxable Pension Obligation Bonds**  
**Ramirez & Co. Role: Sole Manager**

- *Aggressive marketing produced over \$73.4 million in orders (1.4x oversubscribed) and was one of the first California POBs to be structured with a traditional 10-year par call option.*



**b. Provide your firm's experience serving as underwriter on POB transactions over the past 3 years in the following format.**

Ramirez POB Experience – January 1, 2017 to Present			
Date	Issue	Par Amount	Role
Pending	City of Monterey Park, 2021 Taxable POBs	\$110,000,000	Senior Manager
11/19/2020	City of Coachella, 2020 Taxable POBs	\$17,590,000	Senior Manager
8/13/2020	City of Pomona, 2020 Taxable POBs	\$219,935,000	Senior Manager
6/6/2020	City of El Monte, 2020 Taxable POB	\$118,755,000	Senior Manager
9/24/2019	City of Hawthorne, 2019 Taxable POBs	\$121,865,000	Senior Manager
2/20/2019	City of Baldwin Park, 2019 Taxable POBs	\$54,085,000	Senior Manager
12/20/2017	City of Houston, POBs, Series 2017	\$1,005,145,000	Co-Manager
7/12/2017	City of Brawley POBs, Series 2017	\$16,310,000	Senior Manager

*Ramirez has been hired by city council as underwriter on all transactions listed as "Pending".*

*Blue highlights indicate POBs with pension property tax.*

**c. List the individuals who would work on the proposed financing. Include the role, responsibilities, relevant experience with POB financings. Indicate the primary or day-to-day banker and their contact information.**

**Most Experienced California POB Team.** Ramirez & Co.'s proposed team is the most experienced POB financing team in California. No other individual group of bankers and underwriters have successfully completed more POB transactions in California in the last three years.

The tables below list the individuals who will work on the City's proposed financing. Brief resumes with contact information and relevant experience are provided in **Appendix A**.

Banking		Underwriting	
Name	Role	Name	Role
Dr. Fernando Guerra <i>Managing Director</i>	Lead Banker/ Project Oversight	Patty McGorry <i>Managing Director</i>	Lead Underwriter
Michael Mejia <i>Sr. Vice President</i>	Day-to-Day Banker	John Young <i>Managing Director</i>	Co-Lead Underwriter
Hammad Imran <i>Associate</i>	Analytical Support	Peter Block <i>Managing Director</i>	Chief Credit Strategist (Fmr. Pension Expert at S&P)

Additionally, Ramirez & Co. recently hired one of the most respected senior bankers in California to lead the Firm's California practice. This senior banker has completed \$2.0 billion of POB transactions and will be intimately involved in the City's POB transaction. He most recently headed Stifel's California Public Finance team and, previously, served as the Head of Investment Banking at De La Rosa & Co.

**BONDS SALE AND TRADING CAPABILITIES**
**a. Provide a brief summary of your firm's taxable fixed income marketing and distribution capabilities, specifically taxable municipal bonds.**

**Long-Term Taxable Municipal Distribution Capabilities.** Ramirez & Co. maintains an integrated underwriting desk, a critically important competitive advantage because corporate bond underwriters and sales people will not fully understand the strengths of the City's credit. Moreover, Ramirez & Co. is unique, in that the Firm has a dedicated taxable municipal trader and dedicated taxable municipal sales professionals. The Firm's 17-member taxable bond sales force provides significant distribution to support a taxable municipal transaction of any size. This specialty focus on taxable municipal debt with a municipal specialist sales force, underwriter and trader in both the primary and secondary markets maximize the pricing support that Ramirez & Co. can provide on the City's proposed transaction.

**Ramirez & Co.'s Taxable Marketing and Distribution**

- 17 member taxable bond sales force averaging over 20 years of experience.
- Dedicated taxable municipal trading specialist and three muni underwriters with +70 years of combined experience.
- Coverage of Tier I institutional accounts, as well as Tier II and Tier III.
- Municipal Strategist Peter Block, with over 30 years of experience, focuses on investor outreach.

**We know the investors that will purchase the City of San Fernando's POBs.** Based on our recent experience serving as a POB senior manager for cities with similar credit and demographic characteristics to the City of San Fernando, we have identified the most likely buyers for the City's POBs: Insurance companies (e.g. Allstate, Standard Ins., Federated Life), Professional Money Managers/SMA's (e.g. Belle Haven, GSAM, Wells, Bel-Air) and taxable mutual funds (e.g. Eaton Vance and BlackRock).

**CONFIDENTIAL - Select California Pension Obligation Bond Investors by Maturity - CONFIDENTIAL**

City	1-10 years	11-20 years	21-30 years
<b>Coachella</b>	Ameriprise, Bel Air Invt., Belle Haven, First Bankers Bank, GSAM, JPM Private Bank, Northland Sec, One Oak Cap, Searle & Co., Spring Lake, Union Bank	Belle Haven, Northland, Ameriprise, First Bankers	N/A
<b>El Monte</b>	Bel Air Invt., Wellington, Belle Haven, Wells Cap, Allstate, Searle & Co., Union Bank of CA, Knights of Columbus, Blackrock	Allstate, Belle Haven, Centiva Cap, Citi, Gulfstream, Hexagon, Wellington, Wells Cap	Allstate, Barclays Arb, Centiva Cap, Citi, Cumberland Adv., Delphi Fin., Gulfstream, Hexagon Mngmt, Invesco, MTR Muni Strat., Reich Inv. Adv., Wells Cap
<b>Hawthorne</b>	Bel Air Invt., Belle Haven, Blackrock, Hopwood Lane, Isaak Bond Invt., Neuberger, Schroder, Standard Ins., Wellington, Wells Cap.	Belle Haven, CL King & Ass., Wellington	CL King & Ass., Millennium, Morgan Stanley Arb, Old Orchard, Samuel Capital, Spring Lake, Wells Cap.
<b>Baldwin Park</b>	Bel Air, GSAM, Wells Cap, Belle Haven	Wells Cap, Delphi Fin	Delphi Fin
<b>Brawley</b>	Hopwood Lane, Multi-Bank, Spring Lake	Hopwood Lane	N/A

**b. Describe your resources dedicated toward reaching retail investors.**

**Professional Retail Will Drive Retail Demand.** Due to the size and credit of the City's proposed financing, we anticipate that retail participation will be concentrated in bonds within the first 5 years and will be entirely comprised of professional retail investors that include separately managed accounts (SMAs), smaller institutions, bank trust departments and high-net-worth individuals.

**Resources for Retail Investor Demand.** Ramirez & Co.'s in-house retail network consists of sales professionals who manage over 1,250 high-net worth clients and smaller institutions, 82% of which is invested in municipal bonds. The Firm does not rely on distribution agreements with third parties. Electronic communication networks (ECNs) provide access to 165,000 FAs, brokers and buy-side firms as well as over 20 million retail accounts. The current retail market is very different than ten years ago when retail participation was dominated by individual investors ("mom and pop") who were less price sensitive and often contributed to strong pricing levels in a bond sale. In today's market, robust participation by individual investors is impeded by a very low level of interest rates. Most retail participation today is comprised of "professional" retail investors or SMAs. Ramirez & Co. covers professional retail investors as well as any firm on Wall Street.

Key resources dedicated toward reaching retail investors are listed on the table on the following page:

**Ramirez' Resources for Retail Investor Demand**

- Seasoned retail sales professionals dedicated to retail investors, including professional retail accounts and SMA's.
- Over \$1.0 billion in retail assets, managed in nearly 1,250 accounts of which over 82% is invested in municipals
- Dedicated trader for professional retail investors and active on top 4 ECNs with access to 165,000 FAs, brokers and buy-side firms as well as over 20 million retail accounts.

**c. Described your firm's corporate bond sales and trading capabilities: Number of sales and trading personnel, League Tables/Rankings, and personnel assigned to sell taxable municipal bonds.**

Due to the small size and credit of the proposed financing, corporate bond sales and trading capabilities will have no impact on the City's POBs. The City will be better served by having an underwriting team that understands the nuances of municipal bonds, POBs, the City's unique credit characteristics and the City's role in the Los Angeles economy. That said, Ramirez & Co. does maintain a significant corporate bond sales team and was recently the Joint-Book Runner for a \$1.2 billion corporate underwriting for The Allstate Corp. that was the only corporate financing in history to be entirely led by minority-owned firms.

**\$1,200,000,000**

  
You're in good hands.

**THE ALLSTATE CORP.**  
5 and 10-year sr. notes to fund a portion of \$4 billion National General Holdings Corp. acquisition

*Joint Book-Runner  
November 2020*

Sales & Trading			Underwriters			
Retail Advisors	# of Muni Sales	# of Taxable Muni Sales	# of Fixed Income Taxable	# Muni	# Taxable Muni	# Taxable Fixed Income
7	23	17	9	3	3	2

	Par Value (\$ mil)	# of Deals	Ranking (3 Years)
CA Muni <sup>1</sup>	\$55,596.7	203	10
National Muni <sup>1</sup>	\$322,898.6	2,793	10
Taxable Munis <sup>1</sup>	\$47,151.4	266	12
Taxable Corporate Bonds <sup>2</sup>	\$965,665.0	425	3

<sup>1</sup> Muni rankings represent total negotiated and competitive issues; 1/1/2017 - 11/30/2020

<sup>2</sup> Corporate ranking is based on MWBE and Veteran firms; 1/1/2017 - 9/30/2020

**FEE PROPOSAL**
**a. Include your not-to-exceed underwriters discount and detailed out-of-pocket expenses assuming a \$45 million POB, with 10-year call and maximum 25-year maturity.**

**Proposed Underwriter Fee.** Ramirez & Co. proposes an underwriting fee that includes a takedown of \$3.75/bond plus standard underwriting expenses, detailed in the adjacent table.

Given the importance of this issue to the City, we hope the City considers our past attention/service, the role we had in identifying this idea and our commitment to make this issue a priority, when selecting an underwriter. Absolute low fees do not always result in the best deal. *One example of low bids with negative impacts is two recent POBs that were priced with a make-whole-call option. Those financings will have negative lasting impacts on the two cities and it is indicative of how fee is not the most important component when selecting an underwriter.* Ramirez & Co. is happy to discuss this fee in greater detail if it does not meet the City's expectations.

Proposed Underwriter Fee		
	\$/Bond	Total
<b>Underwriters' Discount</b>		
Takedown	\$3.750	\$168,750.00
Management Fee	\$0.000	\$0.00
Expenses	\$0.540	\$24,283.28
<b>Total Discount</b>	<b>\$4.290</b>	<b>\$193,033.28</b>
<b>Estimated Expenses</b>		
UW Counsel	\$0.222	\$10,000.00
CDC Review	\$0.040	\$1,800.00
IPREO	\$0.069	\$3,109.47
IPREO Gameday	\$0.033	\$1,469.81
CDIAC	\$0.111	\$5,000.00
DTC	\$0.018	\$800.00
CUSIP	\$0.019	\$854.00
Day Loan	\$0.028	\$1,250.00
<b>Total Expenses</b>	<b>\$0.540</b>	<b>\$24,283.28</b>
<b>Par Amount</b>		<b>\$45,000,000</b>





## Appendix A

Team Member	Role, Responsibility and Relevant Experience
<b>Banking:</b> Los Angeles Office: 633 West Fifth Street, Suite 2693, Los Angeles, California 90071	
<b><u>Lead Banker/Project Oversight</u></b> <b>Dr. Fernando Guerra</b> <i>Managing Director</i> T: (213) 627-6130 / M: (310) 993-1440 E: fernando.guerra@ramirezco.com	<ul style="list-style-type: none"> <li>✓ 30+ years of California municipal finance experience</li> <li>✓ B.A. in International Relations from the University of Southern California and M.A. and Ph.D. in Political Science from the University of Michigan</li> </ul>
<b><u>Day-to-Day Contact</u></b> <b>Michael Mejia</b> <i>Senior Vice President</i> T: (213) 627-6121 / M: (510) 364-1423 E: michael.mejia@ramirezco.com	<ul style="list-style-type: none"> <li>✓ 15+ years of municipal finance experience</li> <li>✓ Structured over 150 municipal financings totaling more than \$4.5 billion</li> <li>✓ California POB specialist (completed 6 California POB transactions)</li> <li>✓ B.S. in Environmental Economics and Policy from UC Berkeley</li> </ul>
<b><u>Analytical Support</u></b> Hammad Imran <i>Analyst</i> T: (212) 248-0516 E: hammad.imran@ramirezco.com	<ul style="list-style-type: none"> <li>✓ Transactional and quantitative support</li> <li>✓ B.B.A. in Finance and Economics and an M.S. in Finance from Hofstra University</li> </ul>
<b>Underwriting:</b> New York Office: 61 Broadway, 29th Floor, New York, NY 10006	
<b><u>Lead Underwriter</u></b> <b>Patty McGorry</b> <i>Managing Director</i> T: (212) 248-3884 E: patty.mcgorry@ramirezco.com	<ul style="list-style-type: none"> <li>✓ Underwritten over \$35 billion of senior managed financings</li> <li>✓ 25+ years of municipal finance experience</li> <li>✓ B.A. from Villanova University</li> </ul>
<b><u>Co-Lead Underwriter</u></b> <b>John Young</b> <i>Managing Director</i> T: (212) 248-3870 E: john.young@ramirezco.com	<ul style="list-style-type: none"> <li>✓ Head of underwriting desk at Ramirez</li> <li>✓ 35+ years of municipal finance underwriting experience</li> <li>✓ Former MSRB Vice-Chairman and ex-head of Municipal Bond Underwriting at Bear Stearns</li> </ul>
<b><u>Chief Credit Strategist</u></b> <b>Peter Block</b> <i>Managing Director</i> T: (212) 248-3885 E: peter.block@ramirezco.com	<ul style="list-style-type: none"> <li>✓ 30+ years of experience as a municipal credit research analyst</li> <li>✓ Prior to joining Ramirez Mr. Block was the Head Trading Desk Analyst for Morgan Stanley's Institutional Municipal Securities Division</li> <li>✓ Former Director at Standard &amp; Poor's and Sector Leader for Derivatives and Public Pensions</li> </ul>



## Disclaimer

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**Responsibilities of Ramirez as an underwriter.** As an underwriter, Ramirez is required to deal fairly at all times with both municipal issuers and investors. Ramirez must purchase securities with a view to distributing securities in an arm's-length commercial transaction with the issuer and has financial and other interests that differ from those of the issuer. Ramirez has a duty to purchase securities from issuers at a fair and reasonable price, but must balance that duty with its duty to sell them to investors at prices that are fair and reasonable.



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# THE CITY OF SAN FERNANDO

## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** March 15, 2021

**Subject:** Presentation of the Mid-Year Budget Review for Fiscal Year 2020-2021, Consideration to Adopt a Resolution Approving Mid-Year Proposed Budget Adjustments, and Review the Fiscal Year 2021-2022 Budget Kickoff Schedule

### RECOMMENDATION:

It is recommended that the City Council:

- a. Review and discuss the Fiscal Year (FY) 2020-2021 Mid-Year Budget Review;
- b. Adopt Resolution No. 8062 (Attachment "A") amending the City's FY 2020-2021 Budget to include the proposed mid-year changes; and
- c. Review the FY 2021-2022 Budget Calendar.

### BACKGROUND:

1. On June 15, 2020, the City Council adopted Resolution No. 8011 approving the FY 2020-2021 City Budget.
2. Pursuant to the City's Adopted Budget Policy, the City Manager will present a mid-year fiscal review to City Council (typically between January and March). The purpose of the mid-year review is to update City Council on the financial condition of the City and recommend adjustments to the City's Budget that have been identified subsequent to budget adoption.
3. Staff reviewed revenues and expenditures through December 31, 2020 and has proposed a number of changes based on that review.

**Presentation of the Mid-Year Budget Review for Fiscal Year 2020-2021, Consideration to Adopt a Resolution Approving Mid-Year Proposed Budget Adjustments, and Review the Fiscal Year 2021-2022 Budget Kickoff Schedule**

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**ANALYSIS:**

The FY 2020-2021 mid-year budget review is an essential element in maintaining financial stability. This review provides the City Council an opportunity to review the General Fund, Enterprise Funds, and Special Revenue Funds, make the needed course corrections to achieve a more accurate budget for the current fiscal year (resulting in greater budget transparency), and help shape the development of the FY 2021-2022 Budget.

General Fund.

The General Fund is the chief operating fund for the City. The City adopted a budget for FY 2020-2021 with \$19,105,367 in revenues and \$20,020,843 in expenditures, resulting in net budget deficit of \$915,476.

- *Revenues.* Staff has reviewed receipts through mid-year and, overall, revenues are on track to meet or surpass original budget estimates. Due to the COVID-19 pandemic, staff took a conservative approach at forecasted revenues in preparing the FY 2020-2021 budget. In recent meetings with, HdL, the City's consultant, revenues are on track to surpass last year's estimates. While sales tax revenue offers good news, staff is not requesting an increase adjustment at this time. The City has created some programs that will assist residents affected by the pandemic. Some of these programs, such as the Business License Application Fee Waiver, Parking Ticket Reduction Program, and Penalty Amnesty Program, will affect the City's overall revenue. Additionally, the temporary closure and decreased attendance of the San Fernando Swap Meet has persisted longer than originally anticipated, which will also impact the City's overall revenue. Staff will present a more comprehensive revenue analysis during the FY 2021-2022 budget season.
- *Expenditures.* Total adopted General Fund expenditures for FY 2020-2021 were \$20,020,841. Adjusted expenditures through December 2020 were \$21,548,751, which includes \$1,527,910 of additional appropriations approved by City Council and prior year carry overs pursuant to the Budget Resolution. A big portion of the carryover amount is the City Wide Radio System from last year, which is approximately \$1,000,000, the remaining carryovers are for certain operating/capital expenses in the Community Development, Street Maintenance, and Recreation and Community Service Departments. Funds are carried over from one fiscal year to the next if the goods or services were ordered in the prior fiscal year, but received in the following fiscal year, as demonstrated by open Purchase Order, or unused one-time capital improvement funding.

The primary mid-year adjustments proposed in the General Fund are related to items that were not originally planned or differ from original budget estimates based on updated information.

**Presentation of the Mid-Year Budget Review for Fiscal Year 2020-2021, Consideration to Adopt a Resolution Approving Mid-Year Proposed Budget Adjustments, and Review the Fiscal Year 2021-2022 Budget Kickoff Schedule**

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The key changes in the General Fund are noted below:

<b>Revenue Source</b>	<b>Adjustment</b>
No Revenue Adjustment	\$0.00
<b>Total Revenue Adjustment</b>	<b>\$0.00</b>

<b>Expenditure Category</b>	<b>Adjustment</b>
Carryovers and Additional Council Appropriations – City Wide Radio Equipment and Carryovers from other City Departments	\$1,527,910
Community Development – Commissioner Reimbursement	\$4,500
Finance – Retirement Savings and adjustments for HdL Contract and Animal Control Services	-590,000
Public Works – Street Light Knockdowns	\$32,000
<b>Total Expenditure Adjustment</b>	<b>\$974,410</b>

The mid-year adjustments result in a net one-time budget deficit of (\$1,889,886) in the General Fund due to the impact of COVID-19.

<b>Fund</b>	<b>2020-2021 Adopted Budget</b>	<b>Proposed Amendments</b>	<b>2020-2021 Total Adjusted</b>
Revenues	\$19,105,367	\$0.00	\$19,105,367
Expenditures	\$20,020,843	\$974,410	\$20,995,253
<b>Surplus/(Deficit)</b>	<b>(\$915,476)</b>		<b>(\$1,889,886)</b>

Based on preliminary projections for FY 2021-2022 and the expected loosening of economic restrictions, staff does not expect this one-time General Fund deficit to carry over into the next fiscal year.

**Other Funds.**

In addition to adjustments in the General Fund, the following adjustments are being proposed in Other Funds (Attachment “A” Exhibit “1”):

1. Appropriate \$80,000 in the Equipment Replacement Fund for Police Department vehicles.
2. Appropriate \$210,000 to Water fund to cover utilities.

**FY 2020-2021 Budget Kickoff.**

In order to meet the budget adoption deadline and give the City Council and the public sufficient time to review and consider the City Manager’s proposed budget, staff begins making preparations for the budget process in January of each year. Preparations include initial revenue projections, providing direction to Departments regarding budget guidelines and expectations

**Presentation of the Mid-Year Budget Review for Fiscal Year 2020-2021, Consideration to Adopt a Resolution Approving Mid-Year Proposed Budget Adjustments, and Review the Fiscal Year 2021-2022 Budget Kickoff Schedule**

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(e.g., reductions in Operations and Maintenance budgets, Maintenance of Effort budgets, funded enhancement requests only, etc.), and preparing a Budget calendar to get input from the City Council regarding the best dates to hold Budget Study Sessions.

To facilitate an efficient budget process, staff has developed a proposed calendar of events for the FY 2021-2022 budget process. The purpose of a budget calendar is to provide all parties involved with deadlines for submitting data and budget requests and provide the community opportunities to provide input.

A summary of some of the important dates, including the budget study session(s) and budget adoption, are as follows:

Monday, April 5, 2021

- City Council agenda item to discuss citywide strategic goals for FY 2020-2021.

Monday, May 3, 2021

- Distribute FY 2021-2022 Proposed Budget Book to City Council and post it to the City's website for public review.

Monday, May 17, 2021

- Budget Study Session (Overview, Administration, City Clerk, Finance, Community Development, Recreation and Community Services)

Monday, May 24, 2020

- Special Budget Study Session (Police Department, Public Works – Operations and Capital Improvement Plan)

Tuesday, June 1, 2021

- Special Budget Study Session (if necessary)

Monday, June 7, 2021

- Budget Study Session (if necessary)

Monday, June 21, 2021

- Budget Adoption

**BUDGET IMPACT:**

The proposed adjustments are based on the most current information received by staff and will result in an increase in this year's expenditures by \$974,410. The adjustments take into account



**Presentation of the Mid-Year Budget Review for Fiscal Year 2020-2021, Consideration to Adopt a Resolution Approving Mid-Year Proposed Budget Adjustments, and Review the Fiscal Year 2021-2022 Budget Kickoff Schedule**

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the savings forecasted by staff who participated in the early retirement program, “Golden Handshake”, as well as other operational reductions. The proposed adjustments in the Other Funds are necessary to continue operations and programs until the end of the fiscal year.

Although the mid-year adjustments result in a net one-time budget deficit of (\$1,889,886) in the General Fund due to the impact of COVID-19, based on preliminary projections for FY 2021-2022 and the expected loosening of economic restrictions, staff does not expect this one-time General Fund deficit to carry over into the next fiscal year.

**CONCLUSION:**

Adopting the proposed mid-year adjustments will provide staff with the budget authority to make the needed course corrections and achieve a more accurate budget for the current fiscal year and provide the basis for developing the FY 2021-2022 Budget.

**ATTACHMENTS:**

- A. Resolution No. 8062, including Exhibit 1: Summary of FY 2020-2021 Proposed Mid-Year Budget Adjustments
- B. Preliminary FY 2021-2022 Budget Calendar

**RESOLUTION NO. 8062**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AMENDING THE ADOPTED BUDGET FOR FISCAL YEAR  
2020-2021 ADOPTED ON JUNE 15, 2020**

**WHEREAS**, the City 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 purpose of the mid-year adjustment is to update the community on the financial condition of the City and recommend adjustments to the City's Budget that have been identified subsequent to budget adoption; and

**WHEREAS**, the City Council has determined that it is necessary to adjust the expenditures and revenues 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, and has been adopted on June 15, 2020.

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

**Section 1.** The City Council hereby amends the adopted Budget to adjust the expenditures and revenues as provided in Exhibit "1", attached hereto.

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

**PASSED, APPROVED, AND ADOPTED** this 15<sup>th</sup> day of March 2021.

---

Sylvia Ballin, Mayor of the City of San  
Fernando, California

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8062 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 15<sup>th</sup> day of March, 2021, 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 March, 2021.

---

Julia Fritz, City Clerk

# GENERAL FUND

## FISCAL YEAR 2019-2020 MID-YEAR BUDGET ADJUSTMENTS

**RES. NO. 8062**  
**EXHIBIT 1**

ADOPTED GENERAL FUND REVENUES					19,105,367			
Fund	Acct	Project	REVENUE Account Title		2021 Total Budget	Proposed Adjustment	Proposed Total	Justification:
No Revenue Adjustments Proposed						-	-	
Subtotal Revenue Adjustments						-		
TOTAL ADJUSTED GENERAL FUND REVENUES						19,105,367		
ADOPTED GENERAL FUND EXPENDITURES					20,020,843			
Fund	Div	Project	Acct	EXPENDITURE Account Title	2020 Total Budget	Proposed Adjustment	Proposed Total	Justification:
APPROVED FISCAL YEAR 2020-2021					-	1,527,910	1,527,910	Carryovers from FY 2020-2021 (\$1M is due to the City Wide Radio System and other improvements in community development, street maintencae and Rec and Community Sevroice.)
SUBTOTAL CARRYOVERS						1,527,910		
001	112	0000	4270	PROFESSIONAL SERVICES - CITY ATTORNEY	262,500	(25,000)	237,500	Transfer from City Attorney to Labor Attorney
001	110	0000	4270	PROFESSIONAL SERVICES - LABOR ATTORNEY	50,000	25,000	75,000	Transfer from City Attorney to Labor Attorney
SUBTOTAL ADMINISTRATION						-		
No Budget Adjustments Requested					-	-	-	
SUBTOTAL CITY CLERK						-	-	
001	150	0000	4111	COMMISSIONER'S REIMBURSMET	0	4,500	4,500	Appropriate Funds for Commissioner's Reimbursement
001	140	0000	4100	PERSONNEL SERVICES	115,211	(40,000)	75,211	Transfer Salary Savings from Personnel to Operations
001	140	0000	4270	OPERATING EXPENSES - PROFESSIONAL SERVICES	4,500	40,000	44,500	Receive Salary Savings from Personnel to Operations
SUBTOTAL COMMUNITY DEVELOPMENT						4,500		
001	190	0000	4101	SALARIES - PERMANENT EMPLOYEES	50,000	(650,000)	(600,000)	Estimated Savings from Retirement Incentive
001	190	0000	4270	CONTRACTUAL SERVICES	-	60,000	60,000	Transfer from City Manager Reserve for Animal Control contract and HdL Invoices
SUBTOTAL FINANCE						(590,000)		
001	222	0000	4101	SALARIES - PERMANENT EMPLOYEES	623,251	(57,000)	566,251	Appropriate Funds for Part-Time/Temp Staff
001	222	0000	4103	WAGES - TEMPORARY & PART-TIME	-	57,000	57,000	Appropriate Funds for Part-Time/Temp Staff
001	224	0000	4101	SALARIES - PERMANENT EMPLOYEES	635,022	(30,000)	605,022	Appropriate Funds for Overtime for Police Detectives
001	224	0000	4105	OVERTIME	-	30,000	30,000	Appropriate Funds for Overtime for Police Detectives
001	225	0000	4109	OVERTIME - CONTRACT DUTY	200,000	(50,000)	150,000	Appropriate Funds for Additional Overtime
001	225	0000	4106	OVERTIME	225,000	50,000	275,000	Appropriate Funds for Additional Overtime
001	225	0000	4360	PERSONNEL TRAINING	23,180	(4,700)	18,480	Appropriate Funds for SFPD Jackets
001	225	0000	4300	DEPARTMENT SUPPLIES	-	4,700	4,700	Appropriate Funds for SFPD Jackets
SUBTOTAL POLICE DEPARTMENT						-		
001	371	0564	4300	STREET LIGHT KNOCKDOWNS	-	32,000		Appropriate Funds for Street Light Knock Downs
SUBTOTAL PUBLIC WORKS						32,000		
No Adjustments Requested					-	-	-	
SUBTOTAL RECREATION & COMMUNITY SERVICE						-		
Subtotal Expenditure Adjustments						974,410		
TOTAL ADJUSTED GENERAL FUND EXPENDITURES						20,995,253		
TOTAL ADJUSTED GENERAL FUND SURPLUS(DEFICIT)						(1,889,886)		

**OTHER FUNDS**  
**FISCAL YEAR 2019-2020 MID-YEAR BUDGET ADJUSTMENTS**

**EQUIPMENT MAINTENANCE AND REPLACEMENT FUND**

Beginning Fund Balance:				954,572			
<b>TOTAL REVENUES</b>				<b>829,477</b>			
<b>Fund</b>	<b>Acct</b>	<b>Project</b>		<b>REVENUE Account Title</b>	<b>2021 Total Budget</b>	<b>Proposed Adjustment</b>	<b>Proposed Total</b>
							<b>Justification:</b>
							-
							-
<b>TOTAL ADJUSTED REVENUES</b>					<b>829,477</b>		
<b>TOTAL EXPENDITURES</b>					<b>661,670</b>		
<b>Fund</b>	<b>Div</b>	<b>Project</b>	<b>Acct</b>	<b>EXPENDITURE Account Title</b>	<b>2021 Total Budget</b>	<b>Proposed Adjustment</b>	<b>Proposed Total</b>
							<b>Justification:</b>
041	225	0000	4500	Capital Expense	-	80,000	80,000
							Appropriate funds for purchase of 2 San Fernando Police Cars
							80,000
<b>TOTAL ADJUSTED EXPENDITURES</b>					<b>741,670</b>		
<b>TOTAL ADJUSTED EQUIPMENT REPLACEMENT FUND SURPLUS(DEFICIT)</b>					<b>1,042,379</b>		

**WATER FUND**

Beginning Fund Balance:				5,695,049			
<b>TOTAL REVENUES</b>				<b>4,522,000</b>			
<b>Fund</b>	<b>Acct</b>	<b>Project</b>		<b>REVENUE Account Title</b>	<b>2020 Total Budget</b>	<b>Proposed Adjustment</b>	<b>Proposed Total</b>
							<b>Justification:</b>
No Revenue Adjustments					-	-	-
							-
<b>TOTAL ADJUSTED REVENUES</b>					<b>4,522,000</b>		
<b>TOTAL EXPENDITURES</b>					<b>4,607,289</b>		
<b>Fund</b>	<b>Div</b>	<b>Project</b>	<b>Acct</b>	<b>EXPENDITURE Account Title</b>	<b>2020 Total Budget</b>	<b>Proposed Adjustment</b>	<b>Proposed Total</b>
							<b>Justification:</b>
070	384	0000	4210	Utilities	153,000	210,000	363,000
							Appropriate funds for Utilities
							210,000
<b>TOTAL ADJUSTED EXPENDITURES</b>					<b>4,817,289</b>		
<b>TOTAL ADJUSTED WATER FUND SURPLUS(DEFICIT)</b>					<b>5,399,760</b>		



# FISCAL YEAR 2021-2022 BUDGET CALENDAR

Time Frame	Task	Department(s)
January – April 2021	Review and calculate revenue projections for General Fund, Special Revenue Funds, Enterprise Funds and Capital Projects Funds.	Finance
February 2021	Review/Update salary projections.	Personnel, Finance
March 1, 2021	City Council update and presentation: <ul style="list-style-type: none"> <li>FY 2019-2020 Audited Financial Statements</li> </ul>	Administration, Finance
March 15, 2021	City Council update and presentation: <ul style="list-style-type: none"> <li>FY 2020-2021 Mid-year Budget</li> <li>FY 2021-2022 Budget Kickoff</li> </ul>	Administration, Finance
March 2021	Prepare/update budget instructions and forms for departments to complete during budget development.	Finance
March 22, 2021	City Manager meets with Department Heads to discuss the budget schedule and provide direction regarding budget guidelines (e.g. Maintenance of effort, only funded enhancement requests, etc.). Budget forms distributed.	All Departments
March 22 - 29, 2019	Departments review and complete budget forms.	All Departments
April 1 - 5, 2021	Preliminary review of department budget forms, including review of enhancement and Capital requests. Agenda item to discuss citywide strategic goals and City Council priorities for Fiscal Year 2021-2022.	Administration, Finance
April 12 - 16, 2021	City Manager/Finance Director meetings with Department Heads to discuss budget requests.	All Departments
April 19, 2021	Finalize City Manager's recommendations	Administration, Finance
April/May 2021	Prepare Proposed Budget document.	Administration, Finance
May 3, 2021	Provide Proposed Budget to City Council and post to the City's website.	Administration, Finance
May 17, 2021 May 24, 2021	Budget Study Sessions.	All Departments
May/June 2021	Update Proposed Budget based on direction provided at Budget Study Sessions.	Administration, Finance
May 30, 2021	Publish Notice of Public Hearing for budget adoptions.	City Clerk
June 21, 2021	Budget hearing and adoption, including adopting of Gann Limit.	Administration, Finance
July 1, 2021	Post adopted budget to the City's Finance system.	Finance
July/August 2021	Produce Adopted Budget book, distribute to City Council, post to the City's website, and submit for GFOA Award.	Finance



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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and City Councilmembers

**From:** Councilmember Cindy Montañez

**Date:** March 15, 2021

**Subject:** Consideration to Appoint a Planning and Preservation Commissioner

### **RECOMMENDATION:**

I recommend that David Bernal be appointed as my representative to the Planning and Preservation Commission.

### **BACKGROUND/ANALYSIS:**

1. Due to the November 3, 2020 General Municipal Election, changes to the members of the City Council along with the annual City Council reorganization, prompts a review of City Council Liaison assignments, Ad Hoc Committee assignments and Committee/Commission appointments.
2. Per the City's Code (Attachment "A"), each Councilmember may appoint one Commissioner to each Commission (i.e., Planning and Preservation Commission; Parks, Wellness, and Recreation Commission; Transportation and Safety Commission; and Education Commission), with such appointment to be ratified by the full City Council. For appointment consideration, interested residents must submit an application to the nominating Councilmember, at which time the proposed appointment is brought back to the City Council to approve and ratify.
3. On February 23, 2021, Mr. Bernal submitted an application (Attachment "B") seeking consideration as my representative appointed to the Planning and Preservation Commission. The appointment would replace Commissioner Aida Montes appointed by former Councilmember Joel Fajardo.

### **BUDGET IMPACT:**

The City pays each Commissioner \$75 for attendance at up to one (1) meeting per month. A total of \$900 per commissioner is appropriated in each responsible Department's budget. Sufficient funds are included in the Fiscal Year 2020-2021 adopted Budget.

**Consideration to Appoint a Planning and Preservation Commissioner**

Page 2 of 2

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**CONCLUSION:**

I recommend that David Bernal be appointed as my representative to the Planning and Preservation Commission (Attachment “C”), to replace Commissioner Aida Montes appointed by former Councilmember Joel Fajardo.

**ATTACHMENTS:**

- A. City Code
- B. Commissioner Application
- C. Commission Appointment

## **PLANNING AND PRESERVATION COMMISSION**

### **Sec. 62-26. Established.**

A planning commission for the city is established pursuant to Government Code § 65101 and shall be known as the planning and preservation commission. All references in this Code to the "planning commission" or "city planning commission" shall be to the planning and preservation commission. All references in ch. 106, art. VI, div. 14, of this Code to the "commission" shall be to the planning and preservation commission.

(Ord. No. 1586, § 1, 3-16-2009)

### **Sec. 62-27. Composition and appointment of members.**

The planning and preservation commission shall be composed of five members, each with full participation and voting rights. Such members shall be registered voters and city residents. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council.

(Ord. No. 1586, § 1, 3-16-2009)

### **Sec. 62-28. Compensation.**

The council shall fix the amount of compensation, if any, to be paid to the members of the planning and preservation commission.

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### **Sec. 62-29. Officers.**

The members shall organize the planning and preservation commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting. The community development director shall serve as secretary.

(Ord. No. 1586, § 1, 3-16-2009)

### **Sec. 62-30. Meetings generally.**

The members of the planning and preservation commission shall meet once each month, at such time and place as may be fixed by resolution, and may hold such other meetings as from time to time may be called in the form and manner required by law.

(Ord. No. 1586, § 1, 3-16-2009)

### **Sec. 62-31. Absence from meetings.**

(a) Absence from three consecutive regular meetings of the planning and preservation commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Ord. No. 1586, § 1, 3-16-2009)

**Sec. 62-32. Quorum.**

Three members of the planning and preservation commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum and until a quorum can be obtained.

(Ord. No. 1586, § 1, 3-16-2009)

**Sec. 62-33. Rules and regulations.**

The planning and preservation commission may make and alter rules and regulations for its organization and procedure consistent with state laws and this article and other city ordinances.

(Ord. No. 1586, § 1, 3-16-2009)

**Sec. 62-34. Records and reports.**

The planning and preservation commission shall keep an accurate record of all its proceedings and transactions. The commission shall also, upon demand of the council, make other investigations and reports upon subjects within its jurisdiction.

(Ord. No. 1586, § 1, 3-16-2009)

**Sec. 62-35. Powers and duties.**

The planning and preservation commission shall have the powers and shall perform the duties prescribed by the city council and by state law for planning commissions established pursuant to Government Code § 65101.

In addition, for purposes of ch. 106, art. VI, div. 14, of this Code, the duties of the planning and preservation commission shall include the following:

(1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the designation, selection, establishment, maintenance, management, and control of historic resources and the preservation thereof.

(2) Upon request of the city council, making other investigations, reports, and recommendations upon subjects related to the implementation of the historic preservation element of the general plan and ch. 106, art. VI, div. 14, of this Code, or other matters related to the city's historic preservation program referred to it by the city council.

(Ord. No. 1586, § 1, 3-16-2009)

SAN FERNANDO

RECOMMENDED BY CITY COUNCIL MEMBER:

CINDY MONTANEZ

**APPLICATION TO SERVE ON A CITY COMMISSION**

*This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.*

**APPLICANT INFORMATION**

NAME <b>DAVID BERNAL</b>		PHONE NO <b>818-</b>
RESIDENCE ADDRESS	CITY & STATE <b>SAN FERNANDO, CA</b>	ZIP CODE <b>91340</b>
MAILING ADDRESS <i>If different than above</i>	CITY & STATE	ZIP CODE
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i>		
EMPLOYER <b>AT&amp;T</b>	POSITION <b>TECHNICIAN</b>	
BUSINESS ADDRESS <b>6685 TOPANGA CYN BL</b>	CITY & STATE <b>CANDOGA PARK, CA</b>	ZIP CODE <b>91303</b>
BUSINESS PHONE <b>(818) 464-6774</b>		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

**RECEIVED**  
FEB 23 2021  
*Julie Smith*  
**CITY CLERK**  
CITY OF SAN FERNANDO

**MEMBER COMMITMENT**

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

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

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

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

APPLICANT SIGNATURE 	DATE <b>2/3/2021</b>
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**APPLICATION TO SERVE ON A CITY COMMISSION**

**COMMISSION APPLICATION CHOICE(S)** Please indicate which Commission you are interested in

☐ **EDUCATION COMMISSION** Must be at least 18 years old and a registered voter of the City of San Fernando

What is your understanding of the duties as a member of the Education Commission?

☐ **PARKS, WELLNESS, AND RECREATION COMMISSION** Must be at least 18 years old and a registered voter of the City of San Fernando

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

☒ **PLANNING AND PRESERVATION COMMISSION** Must be at least 18 years old and a registered voter of the City of San Fernando

What is your understanding of the duties as a member of the Planning and Preservation Commission?

PLANNING COMMISSIONERS ARE RESPONSIBLE FOR MAINTAINING  
THE PRESERVATION OF THE HISTORIC LOOK & FEEL OF SAN FERNANDO  
AS WELL AS MAKING RECOMMENDATIONS TO THE CITY COUNCIL SUBJECTS  
RELATED TO THE CITY'S GENERAL PLAN.

☐ **TRANSPORTATION AND SAFETY COMMISSION** Must be at least 18 years old and a registered voter of the City of San Fernando

What is your understanding of the duties as a member of the Transportation and Safety Commission?

**PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION**

**CITY OF SAN FERNANDO  
COMMISSIONS/COMMITTEES**

Updated: January 2021

**PLANNING AND PRESERVATION COMMISSION**

<b>Municipal Code:</b>	§62-26
<b>Council Action - June 6, 2016:</b>	- Combine with Tree Commission - Elements from the Tree Commission (i.e., street tree master planning and oak tree preservation) to be consolidated.
<b>Composition:</b>	Five Members (must be a registered voter and City resident)
<b>Term of Office:</b>	§2-34 Appointment to and §2-35 Removal from
<b>Meetings:</b>	Meets 2 <sup>nd</sup> Monday at 6:30 p.m. City Hall - Council Chambers
<b>Staff Contact:</b>	Timothy Hou, Director of Community Development San Fernando City Hall
<b>Address &amp; Phone:</b>	117 Macneil Street, San Fernando, CA 91340 (818) 898-1227
<b>Chair:</b>	Alvin F. Durham, Jr.
<b>Vice-Chair:</b>	Marvin Perez

MEMBERS		APPOINTED	APPOINTED BY COUNCILMEMBER
1	Alvin F. Durham, Jr.	3/28/11	Sylvia Ballin
2	Marvin R. Perez	10/21/19	Mary Mendoza
3	Aida Montes	11/6/17	Joel Fajardo
4	Ivan Gonzalez	8/6/18	Robert C. Gonzales
5	Hector Pacheco Sr.	3/4/19	Hector A. Pacheco

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# SAN FERNANDO

## AGENDA REPORT

**To:** Mayor Sylvia Ballin and City Councilmembers

**From:** Councilmember Celeste T. Rodriguez

**Date:** March 15, 2021

**Subject:** Consideration to Appoint a Planning and Preservation Commissioner

### RECOMMENDATION:

I recommend that Yvonne Mejia Peña be appointed as my representative to the Planning and Preservation Commission.

### BACKGROUND/ANALYSIS:

1. Due to the November 3, 2020 General Municipal Election, changes to the members of the City Council along with the annual City Council reorganization, prompts a review of City Council Liaison assignments, Ad Hoc Committee assignments and Committee/Commission appointments.
2. Per the City's Code (Attachment "A"), each Councilmember may appoint one Commissioner to each Commission (i.e. Planning and Preservation Commission; Parks, Wellness, and Recreation Commission; Transportation and Safety Commission; and Education Commission), with such appointment to be ratified by the full City Council. For appointment consideration, interested residents must submit an application to the nominating Councilmember, at which time the proposed appointment is brought back to the City Council to approve and ratify.
3. On March 3, 2021, Ms. Peña submitted an application (Attachment "B") seeking consideration as my representative appointed to the Planning and Preservation Commission. The appointment would be replacing Commissioner Ivan Gonzalez appointed by former Councilmember Robert Gonzales.

### BUDGET IMPACT:

The City pays each Commissioner \$75 for attendance at up to one (1) meeting per month. A total of \$900 per commissioner is appropriated in each responsible Department's budget. Sufficient funds are included in the Fiscal Year 2020-2021 adopted Budget.

**Consideration to Appoint a Planning and Preservation Commissioner**

Page 2 of 2

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**CONCLUSION:**

I recommend that Yvonne Mejia Peña be appointed as my representative to the Planning and Preservation Commission (Attachment "C"), to replace Commissioner Ivan Gonzalez appointed by former Councilmember Robert Gonzales.

**ATTACHMENTS:**

- A. City Code
- B. Commissioner Application
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**PLANNING AND PRESERVATION COMMISSION**

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(Ord. No. 1586, § 1, 3-16-2009)

**APPLICATION TO SERVE ON A CITY COMMISSION**

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**APPLICANT INFORMATION**

NAME Yvonne Pena		PHONE NO.
RESIDENCE ADDRESS	CITY & STATE San Fernando	ZIP CODE 91340
MAILING ADDRESS <i>If different than above</i>	CITY & STATE	ZIP CODE
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i>		
EMPLOYER SoCalGas	POSITION Regulatory Business Manager	
BUSINESS ADDRESS 555 W 5th Street	CITY & STATE Los Angeles	ZIP CODE 90013
BUSINESS PHONE 213-244-3214		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Same as mailing address		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

**MEMBER COMMITMENT**

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

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

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

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

APPLICANT SIGNATURE	DATE 03/03/21
---------------------	---------------

**APPLICATION TO SERVE ON A CITY COMMISSION**

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☒ **PLANNING AND PRESERVATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

*What is your understanding of the duties as a member of the Planning and Preservation Commission?*

**I understand the role of a City of San Fernando Planning Commissioner to serve as a member of the an advisory body to the City Council responsible for communicating the priorities of the community and ensuring that proposed projects align with both short-term need while promoting the City's long-term vision and goals by weighing in on issues pertaining to the general plan, zoning, use permitting, and capital improvements to name a few.**

☐ **TRANSPORTATION AND SAFETY COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

*What is your understanding of the duties as a member of the Transportation and Safety Commission?*

**PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION**



### **Brief Bio Statement – Yvonne Mejia Peña**

Yvonne Mejia Peña was raised in the City of San Fernando and has extensive experience serving the community as a former Planning & Preservation Commissioner (2012-2019) and an Education Commissioner (2012-2017). She is also involved in various educational advancement efforts through alumni associations and volunteers with the Cardenas Family Foundation Scholarship Program.

She has a compliance-focused background with extensive experience in executing regulatory strategies. As a Regulatory Business Manager for an investor-owned utility she oversees a team managing critical proceedings related to infrastructure, renewable energy and technology, safety, environmental initiatives, customer programs, and new business opportunities while keeping executive leadership abreast of project status and risk, building and maintaining strong relationships with external agencies and stakeholders, and influencing overall strategy development.

She holds a Master of Public Policy with a focus in State/Local Politics and Economics and an undergraduate degree in Finance and Human Resources Management. She's always had an affinity for land use planning functions, including ensuring that buildings and building activities conform to the city's zoning regulations, land development review, environmental review and community planning.

**CITY OF SAN FERNANDO  
COMMISSIONS/COMMITTEES**

Updated: January 2021

**PLANNING AND PRESERVATION COMMISSION**

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