



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 APRIL 5, 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.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY**

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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.

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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) PRESENTATION OF A CERTIFICATE OF RECOGNITION HONORING BENITA TRUJILLO, SAN FERNANDO VALLEY DISTRICT DIRECTOR, LOS ANGELES COUNTY DISTRICT 3  
Mayor Sylvia Ballin
- B) PRESENTATION BY THE LOS ANGELES UNIFIED SCHOOL DISTRICT ON UPDATES REGARDING THE 2020-2021 SCHOOL YEAR  
Los Angeles Unified School District Board Member Kelly Gonez (District 6)

### **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**

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- b. Approve Amendment No. 2 (Contract No. 1942(b)) to KOA Corporation's Professional Services Agreement increasing the budget amount by \$25,575 for completed construction management and inspection services related to the Glenoaks Boulevard Resurfacing Project;
- c. Authorize the issuance and filing of the Notice of Completion with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- d. Authorize the City Manager, or designee, to execute the Amendments and all related documents.

**4) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC FOR WATER TESTING AND ANALYSIS SERVICES**

Recommend that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement with Eurofins Eaton Analytical, LLC (Contract No. 1910(a)) for water testing and analysis services; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

**5) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT WITH ENVIROGEN TECHNOLOGIES, INC. FOR ADDITIONAL OPERATION AND MAINTENANCE SERVICES RELATED TO THE NITRATE TREATMENT SYSTEM FOR SAN FERNANDO WELL NO. 7**

Recommend that the City Council:

- a. Approve a first Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. (Contract No. 1920(a)) for maintenance services related to the Nitrate Treatment System for San Fernando Well No. 7; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

**6) A CONSIDERATION TO ACCEPT THE COMMUNITY POWER RESILIENCY ALLOCATION TO CITIES PROGRAM GRANT AWARD AND APPROVE A RESOLUTION APPROPRIATING THE FUNDS**

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

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Recommend that the City Council:

- a. Accept the California Office of Emergency Services' Community Power Resiliency Allocation to Cities Program Grant in the amount of \$300,000;
- b. Adopt Resolution No. 8063 to increase the Capital Grant Fund (Fund 10) revenues and expenditures by \$300,000 for Fiscal Year (FY) 2020-2021; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

### **PUBLIC HEARINGS**

#### **7) A PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE REGARDING FLOODPLAIN MANAGEMENT REGULATIONS AND ACCEPTANCE OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY**

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1701, titled, "An Ordinance of the City Council of the City of San Fernando, California, amending Chapter 26, Article V (Floodplain Management) to adopt Floodplain Management regulations and an updated Flood Insurance Study issued by the Federal Management Agency."

### **ADMINISTRATIVE REPORTS**

#### **8) 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.

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

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#### **9) DISCUSSION AND PRESENTATION OF RECOMMENDED CITY COUNCIL STRATEGIC GOALS FOR THE FISCAL YEARS 2021-2022 THROUGH FISCAL YEAR 2026-2027**

Recommend that the City Council:

- a. Review and discuss the recommended City Council Strategic Goals to guide budget development for Fiscal Years 2021-2022 through Fiscal Year 2026-2027 and propose amendments, if appropriate; and
- b. Approve the recommended Five-year City Council Strategic Goals for Fiscal Years 2022–2027, as amended.

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

This item was placed on the agenda by Mayor Sylvia Ballin.

#### **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 19, 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: April 1, 2021 (12:00 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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**CITY OF SAN FERNANDO  
CITY COUNCIL/SUCCESSOR AGENCY  
TO THE SAN FERNANDO REDEVELOPMENT AGENCY  
MINUTES**

**FEBRUARY 16, 2021 – 6:00 P.M.  
REGULAR MEETING**

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Sylvia Ballin called the meeting to order at 6:00 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmember Cindy Montañez

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of Police Anthony Vairo, Deputy City Manager/Director of Community Development Timothy Hou, Director of Finance J. Diego Ibanez, Director of Public Works Matthew Baumgardner, Director of Recreation and Community Services, and City Clerk Julia Fritz

It was noted that Councilmember Celeste T. Rodriguez joined the meeting at 6:03 p.m. and Councilmember Hector A. Pacheco joined the meeting at 6:06 p.m.

**PLEDGE OF ALLEGIANCE**

Led by City Clerk Fritz

**APPROVAL OF AGENDA**

Motion by Vice Mayor Mendoza, seconded by Councilmember Montañez to approve the agenda and by consensus, the motion carried.

**PRESENTATIONS**

The following presentation were given:

- A) EDUCATION COMMISSION CERTIFICATE OF RECOGNITION - STUDENTS OF THE MONTH
  - MIA CURTIDOR ( San Fernando Elementary School)
  - NATALIA SANDOVAL (Morningside Elementary School)
- B) PRESENTATION OF A PROCLAMATION TO GORDON RICHIUSA IN SUPPORT OF THE HEROES' HEARTS, INC. RECONCILIATION PROJECT
- C) PRESENTATION OF A PRESIDENT'S PLAQUE TO THE LAS PALMAS SENIOR CLUB

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- D) PRESENTATION BY DEPUTY DIRECTOR AMANDA RUIZ, M.D. WITH THE LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH TO PROVIDE INFORMATION ON MENTAL HEALTH RESOURCES AVAILABLE TO THE COMMUNITY

**PUBLIC STATEMENTS – ORAL/WRITTEN**

Rose Guterrez requested City Council support for the Immigrants’ Mental Health Act of 2020.

**CONSENT CALENDAR**

Councilmember Rodriguez requested Item 4 be pulled for discussion.

Motion by Vice Mayor Mendoza, seconded by Councilmember Pacheco to approve Consent Calendar Items 1, 2, 3, 5.

- 1) CONSIDERATION TO APPROVE MINUTES OF:
  - a. MAY 18, 2020 – SPECIAL MEETING
  - b. FEBRUARY 21, 2021 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ACCEPT A DONATION FROM THE SAN FERNANDO POLICE ADVISORY COUNCIL, APPROVE THE PURCHASE OF A REPLACEMENT POLICE CANINE, AUTHORIZE RETIREMENT OF THE CURRENT POLICE CANINE AND THE SALE OF THE RETIRED CANINE TO A SAN FERNANDO POLICE OFFICER
- 5) CONSIDERATION TO ESTABLISH A HOMELESS AD HOC COMMITTEE

Motion by Councilmember Rodriguez, seconded by Councilmember Montañez to approve Item 4 to include increased community outreach and notification at certain stages of the project.

- 4) CONSIDERATION TO APPROVE A TRANSFER AGREEMENT WITH THE LOS ANGELES FLOOD CONTROL DISTRICT FOR THE DISBURSEMENT OF FUNDS FOR THE SAFE, CLEAN WATER - REGIONAL PROGRAM AND ADOPT A RESOLUTION AMENDING FISCAL YEAR 2020-2021 BUDGET

By consensus, the motion carried.

**ADMINISTRATIVE REPORTS**

City Manager Kimball requested that Item 8 be heard prior to Items 6 and 7.

City Manager Kimball recommended to table Item 8 to a future meeting in March in order to bring this item for discussion to the Visionary & Resilience ad Hoc Committee.



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8) DISCUSSION AND PRESENTATION OF RECOMMENDED CITY COUNCIL PRIORITIES FOR THE FISCAL YEAR 2021-2022 PROPOSED BUDGET PROCESS

By consensus, Item 8 was tabled to a future meeting.

6) PRESENTATION AND UPDATE REGARDING COVID-19 RESPONSE EFFORTS

City Manager Kimball and Deputy City Manager and Deputy City Manager/Director of Community Development Hou presented the staff report and responded to inquiries by the City Councilmembers.

Discussion ensued amongst Councilmembers. No further action taken.

7) PRESENTATION ON THE 2021-2029 HOUSING ELEMENT UPDATE TO THE GENERAL PLAN BY HOUSEAL LAVIGNE

The City Council received and filed the presentation regarding progress on the 2021-2029 Housing Element Update to the General Plan by Houseal Lavigne.

It was noted that Councilmember Pacheco left the meeting at 8:45 p.m. and was absent for the remaining meeting.

9) CONSIDERATION TO ADOPT RESOLUTIONS FOR THE SUBMITTAL OF GRANT APPLICATIONS TO THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM AND APPROVE THE ACCEPTANCE OF AWARD GRANTS

City Manager Kimball and Director of Recreation and Community Services Venegas presented the staff report and responded to inquiries by the City Councilmembers.

Discussion ensued amongst Councilmembers.

Motion by Mayor Ballin, seconded by Councilmember Rodriguez to:

- a. Adopt Resolution No. 8054 authorizing the submittal of a grant application to the California Department of Parks and Recreation, Statewide Park Development and Community Revitalization (SPP) Grant Program in the amount of \$3,924,693 to fund the Recreation Park Revitalization Project;
- b. Adopt Resolution No. 8055 authorizing the submittal of a grant application to the SPP Grant Program in the amount of \$3,509,075 to fund the Las Palmas Park Revitalization Project;
- c. Adopt Resolution No. 8056 authorizing the submittal of a grant application to the SPP Grant Program in the amount of \$2,367,024 to fund the Pioneer Park Revitalization Project;

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**MINUTES – February 16, 2021**

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- d. Authorize the City Manager to accept the grant funds upon award;
- e. Authorize the City Manager to execute all related grant documents required for receiving grant funds pursuant to the terms and conditions of the grant; and
- f. Upon full execution of all grant-related documents, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds.

The motion carried by the following vote:

AYES:	Rodriguez, Montañez, Mendoza, Ballin - 4
NOES:	None
ABSENT:	Pacheco - 1
ABSTAIN:	None

10) DISCUSSION AND CONSIDERATION TO AUTHORIZE THE CITY MANAGER TO SUBMIT A LETTER IN SUPPORT OF *"IMMIGRANTS' MENTAL HEALTH ACT OF 2020"* ON BEHALF OF THE CITY COUNCIL TO LOCAL, STATE AND FEDERAL LEGISLATORS

Motion by Vice Mayor Mendoza, seconded by Councilmember Rodriguez to approve Item 10. By consensus, the motion passed.

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

Police Chief Vairo reported he would be attending tomorrow's monthly Neighborhood Watch meeting.

Director of Public Works Baumgardner reported the City was approved to become a 2019 Tree City USA city, and mentioned he would be hosting his first advisory group meeting on Friday, February 20.

Director of Finance Ibanez reported the Town Hall meeting for Measure A is scheduled for Monday, February 22, and noted that March is the beginning of the budgeting process for Fiscal Year 2021- 2022.

City Clerk Fritz reported that the Education Commission's Scholarship Programs deadline is February 19 for students to submit applications and that a final social media campaign is scheduled this week to remind students of the deadline.

Deputy City Manager/Director of Community Development Hou reported that new State Legislation on Accessory Dwelling Units were discussed at the Planning and Preservation Commission meeting.

City Manager Kimball reported that City Hall will reopen to the public on Monday, Wednesday and Friday at the modified hours on February 22.

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Director of Recreation and Community Services Venegas requested that the meeting be adjourned in memory of Juan Jimenez.

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

Councilmember Rodriguez reported she attended the Community Development Block Grant (CDBG) ad Hoc meeting and stated she recently became a member of the Independent Cities Association and mention virtual educational sessions are being offered at an affordable price.

Councilmember Montanez expressed her condolences to the Jimenez family, and reported that she attended a Visionary and Resilience ad Hoc committee meeting.

Vice Mayor Mendoza reported she attended meetings with the San Fernando Valley Council of Governments (SFVCOG) and will provide a report at a future City Council meeting, and noted that she attended the ad Hoc committee meetings for the Visionary and Resilience committee and the Financial Advisory Services for Pension and Retiree Health committee.

Mayor Ballin stated that she would like to acknowledge Black History Month and referred to the Presidential Proclamation 5443 issued by President Ronald Reagan, and expressed condolences to the Jimenez family.

**ADJOURNMENT**

Mayor Ballin adjourned the meeting in memory of Juan Jimenez at 9:44 p.m. to the next regular City Council Meeting of March 1, 2021.

I do hereby certify that the foregoing is a true and correct copy of the minutes of February 16, 2021 meeting as approved by the San Fernando City Council.

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Julia Fritz, City Clerk

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**MARCH 15, 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, Hector A. Pacheco and Celeste Rodriguez

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

**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

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**SPECIAL MEETING MINUTES – March 15, 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 5:42 p.m. to the regular meeting of March 15, 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 15, 2021, meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk



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## 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:** April 5, 2021

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

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 21-041 (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. 21-041

**RESOLUTION NO. 21-041**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO ALLOWING AND APPROVING FOR  
PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT  
REGISTER NO. 21-041**

**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 5<sup>th</sup> day of April, 2021.

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Sylvia Ballin, Mayor

**ATTEST:**

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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. 21-041 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 5<sup>th</sup> day of April, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this 5<sup>th</sup> day of April, 2021.

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Julia Fritz, City Clerk

vchlist  
03/31/2021 11:07:26AMVoucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222296	4/5/2021	891587 ABLE MAILING INC.	33447	12220	MAILING AND FULFILLMENT SERVICES	116.22
				12220	072-360-0000-4300	116.21
			33448		070-382-0000-4300	
					WATER ENVELOPE STORAGE-FEB 202	
					070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					<b>Total :</b>	<b>257.43</b>
222297	4/5/2021	893777 ADLERHORST INTERNATIONAL LLC	106128		K-9 COLLAR	
			106159		001-225-0000-4300	21.55
				12395	BASIC HANDLERS COURSE #247	
					001-2887	5,700.00
					<b>Total :</b>	<b>5,721.55</b>
222298	4/5/2021	891969 ADVANCED PURE WATER SOLUTIONS	1040915		DRINKING WATER	
					001-222-0000-4300	98.55
					<b>Total :</b>	<b>98.55</b>
222299	4/5/2021	893789 AHN, JAE	12072		PROCESS FEE REFUND-SWAPMEET LI	
					001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222300	4/5/2021	887377 AKEMON, DOLORES	MARCH 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222301	4/5/2021	891739 ALAS MEDIA	201893		COUNCIL HEADSHOT PORTRAITS-ROE	
					001-101-0000-4270	250.00
					<b>Total :</b>	<b>250.00</b>
222302	4/5/2021	892975 ALTA LANGUAGE SERVICES INC	IS509143		LISTENING AND SPEAKING TEST	
					001-106-0000-4270	220.00
					<b>Total :</b>	<b>220.00</b>
222303	4/5/2021	100175 AMERICAN WATER WORKS ASSOC.	7001896693		PREP MAT'L-WATER CERT EXAM	
					070-384-0000-4320	238.00

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vchlist  
03/31/2021 11:07:26AMVoucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222303	4/5/2021	100175 100175 AMERICAN WATER WORKS ASSOC.	(Continued)		<b>Total :</b>	<b>238.00</b>
222304	4/5/2021	893722 AMPM GLASS & BOARD UP	1107		WINDOW REPLACEMENT-RUDY ORTE	
					043-390-0000-4330	342.00
					<b>Total :</b>	<b>342.00</b>
222305	4/5/2021	100188 ANDY GUMP INC.	INV792871	12271	PORTABLE RESTROOM SERVICE FOR	
			INV798080	12271	043-390-3689-4260	197.08
			INV798081	12271	PORTABLE RESTROOM SERVICE FOR	
			INV798082	12271	070-384-0000-4260	330.34
				12271	PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-0000-4260	211.24
				12271	PORTABLE RESTROOM SERVICE FOR	
				12271	043-390-0000-4260	330.44
					<b>Total :</b>	<b>1,069.10</b>
222306	4/5/2021	893441 ARAMARK REFRESHMENT SERVICES	10998752	12319	EMPLOYEE BREAKROOM SUPPLIES	
			11058822	12319	001-222-0000-4300	81.00
				12319	EMPLOYEE BREAKROOM SUPPLIES	
				12319	001-222-0000-4300	366.29
					<b>Total :</b>	<b>447.29</b>
222307	4/5/2021	888321 ARRIZON, FRANCISCO	MARCH 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222308	4/5/2021	100222 ARROYO BUILDING MATERIALS, INC	255506	12306	HARDWARE SUPPLIES & U-CARTS OF	
			255516	12306	001-311-0000-4300	214.28
				12306	HARDWARE SUPPLIES & U-CARTS OF	
				12306	001-311-0000-4300	198.88
					<b>Total :</b>	<b>413.16</b>
222309	4/5/2021	102530 AT & T	818-270-2203		PD NETWORK LINE-MAR 2021	
					001-222-0000-4220	231.80
					<b>Total :</b>	<b>231.80</b>
222310	4/5/2021	892412 AT&T	287297930559X0310202		MDT MODEMS-PD UNITS-MAR 2021	
					001-222-0000-4220	537.39

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222310	4/5/2021	892412 892412 AT&T	(Continued)		Total :	537.39
222311	4/5/2021	889037 AT&T MOBILITY	287277903027X0308202		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	101.19
					Total :	101.19
222312	4/5/2021	889942 ATHENS SERVICES	10023645	12248	CONTRACTUAL SERVICES FOR STREE 011-311-0000-4260	14,542.40
				12248	001-343-0000-4260	2,891.00
					Total :	17,433.40
222313	4/5/2021	891209 AUTONATION SSC	348488	12384	FORD GENUINE PARTS FOR ALL POLIC 041-1215	5.60
					Total :	5.60
222314	4/5/2021	893013 AYSON, LEILANI	03/01/21-04/12/21	12389	FITNESS INSTRUCTOR CONTRACT: ZU 017-420-1337-4260	175.00
			043021	12389	FITNESS INSTRUCTOR CONTRACT: ZU 017-420-1395-4260	50.00
					Total :	225.00
222315	4/5/2021	892784 BARAJAS, MARIA BERENICE	03/01/21-04/15/21	12390	FITNESS INSTRUCTOR CONTRACT: TC 017-420-1337-4260	200.00
				12390	017-420-1395-4260	640.00
			041021	12390	FITNESS INSTRUCTOR CONTRACT: TC 017-420-1395-4260	50.00
					Total :	890.00
222316	4/5/2021	893795 BARRERA TENA, ERIK	12078		PROCESS FEE REFUND-SWAPMEET LI 001-3240-3245	22.00
					Total :	22.00
222317	4/5/2021	888443 BAVCO	992897		BACKFLOW EQUIP MAINT 070-384-0000-4320	116.60
					Total :	116.60
222318	4/5/2021	892426 BEARCOM	5162070	12235	RADIO COMM SYST & WIRELESS BRO/ 001-135-0000-4260	7,610.41

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222318	4/5/2021	892426 892426 BEARCOM	(Continued)		Total :	7,610.41
222319	4/5/2021	892634 BEN CLARK TRAINING CENTER	TRAVEL-2		LODGING-BASIC JAILER & CORRECTIC 001-225-3688-4360	170.00
					Total :	170.00
222320	4/5/2021	892634 BEN CLARK TRAINING CENTER	TRAVEL-3		LODGING-BASIC JAILER & CORRECTIC 001-225-3688-4360	170.00
					Total :	170.00
222321	4/5/2021	892634 BEN CLARK TRAINING CENTER	TRAVEL-4		LODGING-BASIC JAILER & CORRECTIC 001-225-3688-4360	170.00
					Total :	170.00
222322	4/5/2021	892634 BEN CLARK TRAINING CENTER	TRAVEL-1		LODGING-BASIC JAILER & CORRECTIC 001-225-3688-4360	136.00
					Total :	136.00
222323	4/5/2021	893792 BENITEZ GARCIA, MA TERESA	12075		PROCESS FEE REFUND-SWAPMEET LI 001-3240-3245	22.00
					Total :	22.00
222324	4/5/2021	893793 BENITEZ, MIGUEL	12076		PROCESS FEE REFUND-SWAPMEET LI 001-3240-3245	22.00
					Total :	22.00
222325	4/5/2021	891484 BERLOC SIGN CO.	15421		DOOR SIGNS 043-390-0000-4300	104.62
					001-370-0301-4300	209.26
					Total :	313.88
222326	4/5/2021	891301 BERNARDEZ, RENATE Z.	571		INTERPRETATION SRVCS-CC MTG 03/( 001-101-0000-4270	150.00
			572		INTERPRETATION SRVCS-CC MTG 03/( 001-101-0000-4270	150.00
					Total :	300.00
222327	4/5/2021	893806 BUMBLE ROOFING	BS2100715		REFUND-DUPL PYMNT	

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222327	4/5/2021	893806 BUMBLE ROOFING	(Continued)		001-3320-0000	154.58
					055-3719-0154	6.12
					055-2247	4.00
					<b>Total :</b>	<b>164.70</b>
222328	4/5/2021	888800 BUSINESS CARD	021621		ANNUAL SUBSCRIPTION	
					001-135-0000-4260	385.01
			021721		DOMAIN RENEWAL-FEB 2021	
					001-135-0000-4260	5.00
			021821		SUPPLIES-PARENT & ME PAINTING CL	
					004-2346	143.72
			021821		LIVESCAN SUPPLIES	
					001-222-0000-4300	14.35
			021921		SUPPLIES-PARENT & ME PAINTING CL	
					004-2346	79.03
			022221		SUPPLIES-PARENT & ME PAINTING CL	
					004-2346	499.69
			022221		DISINFECTANT WIPES	
					001-131-0000-4300	21.99
			022321-1		WEBINAR REGISTRATION	
					070-381-0000-4360	300.00
			022321-2		WEBINAR REGISTRATION	
					070-381-0000-4360	300.00
			022321-3		WEBINAR REGISTRATION	
					070-381-0000-4360	300.00
			022521		RETIREMENT MUG	
					001-105-0000-4300	32.65
			030221		POSTS BOOSTS	
					001-105-0000-4270	55.07
			030321		SUPPLIES-PARENT & ME PAINTING CL	
					001-105-0000-4300	94.44
			030521		SUPPLIES	
					017-420-1327-4300	59.21
			030521		VIDEO CONFERENCE LIGHT	
					001-311-0301-4300	35.19
			031021		CITY EMAIL-MAR 2021	

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222328	4/5/2021	888800 BUSINESS CARD	(Continued)		001-135-0000-4260	1,632.13
			031221		SUPPLIES CDBG-CV RESIDENTIAL PR	
					026-422-0336-4300	280.17
			031521		INTERNAL HARD DRIVE	
					001-135-0000-4300	114.79
			031621		WEBCAM/ RING LIGHT/TRIPOD/ MICRC	
					043-390-0000-4300	252.66
			031821		A/B SWITCH	
					001-222-0000-4300	39.59
			031921		DOMAIN RENEWAL - MAR 2021	
					001-135-0000-4260	5.00
			031921		BUSINESS CARDS	
					001-222-0000-4300	152.20
					001-370-0301-4300	38.05
					001-101-0000-4300	95.64
					041-320-0000-4300	31.89
			032321		SUPPLIES-TEAM BUILDING WORKSHO	
					001-105-0000-4270	44.91
			032421		AUDIO SUBSCRIPTION	
					001-105-0000-4270	9.00
					<b>Total :</b>	<b>5,021.38</b>
222329	4/5/2021	888800 BUSINESS CARD	030801		SUPPLIES	
					001-222-0000-4300	403.90
			030821		COLOR RIBBON-PD ID CARDS	
					001-222-0000-4300	189.20
			032221		LODGING-JAILER ACADEMY ORIENTAT	
					001-225-3688-4360	103.01
					<b>Total :</b>	<b>696.11</b>
222330	4/5/2021	892464 CANON FINANCIAL SERVICES, INC	26401304	12241	CANON COPIER LEASE PAYMENT-MAR	
					001-135-0000-4260	649.95
					<b>Total :</b>	<b>649.95</b>
222331	4/5/2021	892465 CANON SOLUTIONS AMERICA, INC.	4035642710	12223	COPIER MONTHLY RATES & OVERAGE	
					001-135-0000-4260	1,113.20

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222331	4/5/2021	892465 CANON SOLUTIONS AMERICA, INC.	(Continued) 4035642712		COPIER MONTHLY RATES & OVERAGE 001-135-0000-4260	1,412.12
			4035642725	12223	COPIER MONTHLY RATES & OVERAGE 001-135-0000-4260	1,113.20
			4035642727	12223	COPIER MONTHLY RATES & OVERAGE 001-135-0000-4260	1,351.56
			4035642837	12223	COPIER MONTHLY RATES & OVERAGE 001-135-0000-4260	1,113.20
					<b>Total :</b>	<b>6,103.28</b>
222332	4/5/2021	100713 CITY OF GLENDALE	1191		WATER MASTER COST SHARING AGREEMENT 070-381-0000-4270	5,327.20
					<b>Total :</b>	<b>5,327.20</b>
222333	4/5/2021	101957 CITY OF LOS ANGELES	SF210000009		FIRE SERVICES - APRIL 2021 001-500-0000-4260	231,924.33
					<b>Total :</b>	<b>231,924.33</b>
222334	4/5/2021	103029 CITY OF SAN FERNANDO	3330-3375		REIMB. TO WORKERS COMP ACCT 006-1038	17,048.64
					<b>Total :</b>	<b>17,048.64</b>
222335	4/5/2021	100805 COOPER HARDWARE INC.	124937	12277	MISC SUPPLIES FOR PUBLIC WORKS (MATERIALS) 070-383-0301-4300	51.83
					<b>Total :</b>	<b>51.83</b>
222336	4/5/2021	100810 COPWARE, INC.	85522		SITE LICENSE 05/2021-04/2022-CA. PEAK 001-135-0000-4260	840.00
					<b>Total :</b>	<b>840.00</b>
222337	4/5/2021	892687 CORE & MAIN LP	N730438	12243	PW MAINTENANCE, REPAIRS & SUPPLIES 070-385-0701-4600	122.05
			N803282	12243	PW MAINTENANCE, REPAIRS & SUPPLIES 070-383-0301-4300	193.17
					<b>Total :</b>	<b>315.22</b>
222338	4/5/2021	893781 CORREA, LIBERATO	12063		PROCESS FEE REFUND-SWAPMEET LI	

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222338	4/5/2021	893781 CORREA, LIBERATO	(Continued)		001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222339	4/5/2021	893788 CORTEZ, MARIA	12071		PROCESS FEE REFUND-SWAPMEET LI	
					001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222340	4/5/2021	893783 CUI, YUNGFEND	12065		PROCESS FEE REFUND-SWAPMEET LI	
					001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222341	4/5/2021	893618 DANA SAFETY SUPPLY INC	702522	12393	BULLET PROOF VESTS 001-222-0000-4300	727.50
			702539	12393	BULLET PROOF VESTS 001-222-0000-4300	66.74
			702905	12393	BULLET PROOF VESTS 001-222-0000-4300	727.50
					001-222-0000-4300	66.74
					<b>Total :</b>	<b>2,382.72</b>
222342	4/5/2021	893802 DANCEZONE	030621		FAMILY WELLNESS CHALLENGE WORKSHOP 017-420-1395-4260	500.00
					<b>Total :</b>	<b>500.00</b>
222343	4/5/2021	892151 DIESEL AIR INC.	30836		ANNUAL DIESEL SMOKE TESTING 041-320-0000-4450	130.00
					<b>Total :</b>	<b>130.00</b>
222344	4/5/2021	887518 DURHAM, ALVIN	FEB & MAR 2021		COMMISSIONER'S STIPEND 001-150-0000-4111	150.00
					<b>Total :</b>	<b>150.00</b>
222345	4/5/2021	101010 DUTHIE POWER SERVICES INC.	A88308	12288	GENERATOR MAINT. & EMERGENCY REPAIRS 043-390-0000-4330	689.00

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222345	4/5/2021	101010 101010 DUTHIE POWER SERVICES INC.	(Continued)			<b>Total : 689.00</b>
222346	4/5/2021	889121 EDGESOFT, INC.	3205	12236	ANNUAL MAINT. CONTRACT FOR AUTC 055-135-0000-4260	2,080.00 <b>Total : 2,080.00</b>
222347	4/5/2021	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		UNEMPLOYMENT INS-PERIOD ENDING 001-190-3689-4132 001-190-0420-4132 001-190-0222-4132 001-190-0150-4132 001-190-0370-4132 001-190-0390-4132 001-190-3689-4132	4,422.00 816.00 1,756.00 159.00 6,300.00 963.00 -7,208.00 <b>Total : 7,208.00</b>
222348	4/5/2021	890401 ENVIROGEN TECHNOLOGIES INC	0012341-IN 0012436-IN	12244 12244	DEC-ION-EXCHANGE NITRATE TREATM 070-384-0857-4260 FEB-ION-EXCHANGE NITRATE TREATM 070-384-0857-4260	7,796.80  7,796.80 <b>Total : 15,593.60</b>
222349	4/5/2021	890879 EUROFINS EATON ANALYTICAL, INC	L0551003	12245	FULL-SERVICE ENVIRONMENTAL DRIN 070-384-0000-4260	375.00 <b>Total : 375.00</b>
222350	4/5/2021	103851 EVERSOFIT, INC.	R2131418		SOFTNER-WELL4 070-384-0000-4300	173.43 <b>Total : 173.43</b>
222351	4/5/2021	893800 FAJARDO, JOANNE	FEB 2021		SENIOR ZUMBA INSTRUCTOR 017-420-1322-4260	60.00 <b>Total : 60.00</b>
222352	4/5/2021	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598 209-150-5250-081292		PAC 50 TO SHERIFFS 001-222-0000-4220 RADIO REPEATER-POLICE 001-222-0000-4220	564.42  46.25 <b>Total : 610.67</b>

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222352	4/5/2021	892198 FRONTIER COMMUNICATIONS	(Continued) 209-151-4941-102990 209-151-4942-041191 209-151-4943-081292 818-361-0901-051499 818-361-2385-012309 818-361-2472-031415 818-361-3958-091407 818-361-7825-120512 818-831-5002-052096 818-837-2296-031315 818-837-7174-052096 818-838-1841-112596 818-898-7385-033105		POLICE PAGING 001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER (POLICE) 001-222-0000-4220 SEWER FLOW MONITORING 072-360-0000-4220 MTA PHONE LINE 007-440-0441-4220 001-190-0000-4220 PW PHONE LINE 070-384-0000-4220 CNG STATION 074-320-0000-4220 HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220 POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220 VARIOUS CITY HALL PHONE LINES 001-190-0000-4220 POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220 ENGINEERING FAX MODEM 001-310-0000-4220 LP FAX LINE 001-420-0000-4220	42.08 46.25 46.25 56.59 56.54 525.86 52.79 57.63 45.64 352.04 29.84 30.97 34.06 <b>Total : 2,100.30</b>
222353	4/5/2021	887249 GALLS, LLC	OR17716207		ACADEMY SUPPLIES 001-222-0000-4300	917.07 <b>Total : 917.07</b>
222354	4/5/2021	887249 GALLS, LLC	017830289		UNIFORMS 001-222-0000-4300	223.79

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222354	4/5/2021	887249 887249 GALLS, LLC	(Continued)			<b>Total : 223.79</b>
222355	4/5/2021	893791 GARCIA, AGUSTINA CURIEL	12074		PROCESS FEE REFUND-SWAPMEET LI 001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222356	4/5/2021	893780 GARCIA, MARIA DE JESUS	12062		PROCESS FEE REFUND-SWAPMEET LI 001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222357	4/5/2021	893794 GONZALEZ LOPEZ, JOSE	12077		PROCESS FEE REFUND-SWAPMEET LI 001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222358	4/5/2021	893025 GONZALEZ, IVAN	FEB & MAR 2021		COMMISSIONER'S STIPEND 001-150-0000-4111	150.00
					<b>Total :</b>	<b>150.00</b>
222359	4/5/2021	101376 GRAINGER, INC.	9815457818	12261	MISC. BUILDING AND ELECTRICAL SUF 001-370-0301-4300	200.51
			9816481288	12261	MISC. BUILDING AND ELECTRICAL SUF 043-390-0000-4300	154.31
			9830325255	12261	MISC. BUILDING AND ELECTRICAL SUF 043-390-0000-4300	42.89
			9840385190	12261	MISC. BUILDING AND ELECTRICAL SUF 001-370-0301-4300	200.51
			9840385208	12261	MISC. BUILDING AND ELECTRICAL SUF 001-370-0301-4300	151.54
					<b>Total :</b>	<b>749.76</b>
222360	4/5/2021	893166 GRBCON, INC.	20EM08-01	12396	EMERGENCY SEWER REPAIR 072-365-6673-4600	15,000.00
					<b>Total :</b>	<b>15,000.00</b>
222361	4/5/2021	893799 GUZMAN, CECILIA	12082		PROCESS FEE REFUND-SWAPMEET LI 001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>

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222362	4/5/2021	892445 GWMA	HTU-20-48		ADMIN & COST SHARING-INSTALL OF 001-310-0000-4270	631.17
					<b>Total :</b>	<b>631.17</b>
222363	4/5/2021	101428 H & H WHOLESALE PARTS	1IN0403802		BATTERIES FOR CITY FLEET 041-1215	737.10
			ICR0061798		BATTERY CORE RETURNED 041-1215	-184.03
					<b>Total :</b>	<b>553.07</b>
222364	4/5/2021	893395 HAYES, JASON BENJAMIN	MARCH 2021		COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222365	4/5/2021	890594 HEALTH AND HUMAN RESOURCE	E0241148		EAP-MAR 2021 001-106-0000-4260	243.10
					<b>Total :</b>	<b>243.10</b>
222366	4/5/2021	893796 HERRERA HERNANDEZ, ROBERTO	12079		PROCESS FEE REFUND-SWAPMEET LI 001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222367	4/5/2021	890360 HERRERA, NINAMARIE JULIA	MARCH 2021		COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222368	4/5/2021	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN007099		CONTRACTUAL SERVICES-SALES TAX 001-130-0000-4270	2,172.41
					<b>Total :</b>	<b>2,172.41</b>
222369	4/5/2021	893729 HOUSEL LAVIGNE ASSOCIATES, LLC	5008	12370	CONSULTANT FOR THE 2021-2029 HOL 110-150-3609-4270	6,728.75
					<b>Total :</b>	<b>6,728.75</b>
222370	4/5/2021	893804 INDUSTRIAL SHOEWORCS	I100-1258441		WORK BOOTS 001-152-0000-4325	100.00
					<b>Total :</b>	<b>100.00</b>

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222371	4/5/2021	891570 INNOVATIVE TELECOM. SYSTEMS	2918		TELEPHONE EQUIPMENT MAINT-APR 2021 001-190-0000-4220	395.00 <b>395.00</b>
222372	4/5/2021	891777 IRRIGATION EXPRESS	15213265-00	12274	IRRIGATION SUPPLIES FOR ALL CITY F 001-311-0000-4300	9.91 <b>9.91</b>
222373	4/5/2021	893805 KIM, TAE	BS2100559		REFUND-DUPL PYMNT 001-3320-0000 055-3719-0154	195.38 10.20 <b>205.58</b>
222374	4/5/2021	101795 KOSMONT & ASSOCIATES	18-0099-029	12287	REAL ESTATE ADVISORY SERVICES-FE 001-151-0000-4270	2,340.00 <b>2,340.00</b>
222375	4/5/2021	101990 L.A. COUNTY METROPOLITAN	105837 105877		TAP CARDS-JULY 2020 007-440-0441-4260 TAP CARDS - AUG 2020 007-440-0441-4260	20.00 20.00 <b>40.00</b>
222376	4/5/2021	102007 L.A. COUNTY SHERIFFS DEPT.	211779BL	12314	INMATE MEALS-FEB 2021 001-225-0000-4350	453.73 <b>453.73</b>
222377	4/5/2021	101971 L.A. MUNICIPAL SERVICES	004-750-1000 494-750-1000 500-750-1000 594-750-1000 694-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210 WATER-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-13655 FOOTHILL 070-384-0000-4210 ELECTRIC-12900 DRONFIELD 070-384-0000-4210 ELECTRIC & WATER-13180 DRONFIELD 070-384-0000-4210	123.40 75.44 181.29 4,674.89 5,848.70

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222377	4/5/2021	101971 L.A. MUNICIPAL SERVICES	(Continued) 757-750-1000		WATER - 14060 SAYRE 070-384-0000-4210	150.09 <b>11,053.81</b>
222378	4/5/2021	101852 LARRY & JOE'S PLUMBING	2174942-0001-02		PARTS FOR INJECTION PUMP-WELL7A 070-384-0000-4310	282.51 <b>282.51</b>
222379	4/5/2021	101920 LIEBERT CASSIDY WHITMORE	1514577 1514578 1514579		LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270	3,668.00 2,523.00 116.00 <b>6,307.00</b>
222380	4/5/2021	101974 LOS ANGELES COUNTY	FEB 2021	12278	ANIMAL CARE & CONTROL SERVICES- 001-190-0000-4260	3,551.78 <b>3,551.78</b>
222381	4/5/2021	102003 LOS ANGELES COUNTY	RE-PW-21030804744	12331	INDUSTRIAL WASTE CHARGES-FEB 20 072-360-0000-4450	6,133.88 <b>6,133.88</b>
222382	4/5/2021	892477 LOWES	1276 1676 1909		SAFETY GLOVES 041-320-0000-4300 MATL'S FOR EMP OFFICE 043-390-0000-4300 EQUIP & SUPPLIES 070-384-0000-4310	23.48 51.60 70.18 <b>145.26</b>
222383	4/5/2021	888468 MAJOR METROPOLITAN SECURITY	1101567 1101568	12251 12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00 15.00

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222383	4/5/2021	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1101569		ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101570	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1101571	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101572	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1101573	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101574	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101575	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1101576	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1101577	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1101578	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1101579	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1101580	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1101581	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			2676	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	240.00
					<b>Total :</b>	<b>537.00</b>
222384	4/5/2021	893785 MARTIROSYAN, VIGEN	12067		PROCESS FEE REFUND-SWAPMEET LI 001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222385	4/5/2021	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	36.51

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222385	4/5/2021	888242 888242 MCI COMM SERVICE	(Continued)		<b>Total :</b>	<b>36.51</b>
222386	4/5/2021	892140 MICHAEL BAKER	1110143		CDBG ADMINISTRATIVE & LABOR COM	
				11886	026-420-0329-4260	240.00
				11886	026-422-0336-4260	1,020.00
				11886	026-311-0182-4260	1,500.00
					<b>Total :</b>	<b>2,760.00</b>
222387	4/5/2021	102226 MISSION LINEN SUPPLY	514318887		LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	146.68
			514346459	12324	LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	69.98
			514362165	12324	LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	94.38
			514389608	12324	LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	96.70
			514398844	12324	LAUNDRY SERVICE FOR PD	
				12324	001-225-0000-4350	127.27
			514432326	12324	LAUNDRY SERVICE FOR PD	
					<b>Total :</b>	<b>82.07</b>
					<b>Total :</b>	<b>617.08</b>
222388	4/5/2021	893343 MOHR, NICOLE	MARCH 2021		COMMISSIONER'S STIPEND	
					001-310-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222389	4/5/2021	892731 MONTES, AIDA	FEB & MAR 2021		COMMISSIONER'S STIPEND	
					001-150-0000-4111	150.00
					<b>Total :</b>	<b>150.00</b>
222390	4/5/2021	893803 MORAN, IVAN	TRAVEL-2		PER DIEM-BASIC JAILER & CORRECTI	
					001-225-3688-4360	225.00
					<b>Total :</b>	<b>225.00</b>
222391	4/5/2021	893803 MORAN, IVAN	TRAVEL-3		PER DIEM-BASIC JAILER & CORRECTI	
					001-225-3688-4360	225.00
					<b>Total :</b>	<b>225.00</b>

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222392	4/5/2021	893803 MORAN, IVAN	TRAVEL-4		PER DIEM-BASIC JAILER & CORRECTI 001-225-3688-4360	225.00
					<b>Total :</b>	<b>225.00</b>
222393	4/5/2021	893803 MORAN, IVAN	TRAVEL-1		PER DIEM-BASIC JAILER & CORRECTI 001-225-3688-4360	180.00
					<b>Total :</b>	<b>180.00</b>
222394	4/5/2021	892535 MORAN, YOVANNI	0320-0403		FAMILY WELLNESS CHALLENGE WOR 017-420-1395-4260	150.00
					<b>Total :</b>	<b>150.00</b>
222395	4/5/2021	893787 MORCA, ANYI CAROLINA	12070		PROCESS FEE REFUND-SWAPMEET LI 001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222396	4/5/2021	893454 NACHO'S ORNAMENTAL INC	INV277601		GATE MATL @ PW OPS CTR 043-390-0000-4300	19.86
			INV277821		GATE MATL @ PW OPS CTR 043-390-0000-4300	7.98
					<b>Total :</b>	<b>27.84</b>
222397	4/5/2021	102325 NAPA AUTO PARTS	022821		SERVICE LATE FEES 041-320-0000-4310	1.99
			13121		SERVICE LATE FEE 041-320-0000-4310	2.75
			5478-052818		FIX A FLAT 070-383-0000-4310	13.19
			5478-053702		BACKFLOW VALVE & PAINT CAN 070-384-0000-4310	30.76
			5478-054918		FLOOR JACKS 041-320-0000-4310	525.80
					<b>Total :</b>	<b>574.49</b>
222398	4/5/2021	102423 OCCU-MED, INC.	0321901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4270	2,566.00
					<b>Total :</b>	<b>2,566.00</b>

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222399	4/5/2021	102432 OFFICE DEPOT	156302232001		OFFICE SUPPLIES 029-335-0000-4300	220.17
			156310470001		OFFICE SUPPLIES 029-335-0000-4300	10.00
			158907278001		OFFICE SUPPLIES 001-152-0000-4300	230.99
			158910492001		OFFICE SUPPLIES 001-152-0000-4300	53.37
			158910505001		OFFICE SUPPLIES 001-152-0000-4300	28.04
			159173793001		OFFICE SUPPLIES 001-310-0000-4300	80.42
			159175311001		OFFICE SUPPLIES 001-310-0000-4300	27.71
			159809774001		OFFICE SUPPLIES 001-222-0000-4300	85.79
			159921963001		OFFICE SUPPLIES 001-222-0000-4300	80.84
			159922188001		OFFICE SUPPLIES 001-222-0000-4300	27.47
			159922191001		OFFICE SUPPLIES 001-222-0000-4300	68.28
			160251884002		OFFICE SUPPLIES 001-222-0000-4300	40.91
			160721267001		OFFICE SUPPLIES 070-383-0000-4300	44.31
			160888603001		OFFICE SUPPLIES 041-320-0000-4300	21.77
			162052663001		OFFICE SUPPLIES 001-222-0000-4300	11.00
			162052847001		OFFICE SUPPLIES 001-222-0000-4300	45.09
			162052853001		OFFICE SUPPLIES 001-222-0000-4300	6.70
			162052856001		OFFICE SUPPLIES 001-222-0000-4300	8.64

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222399	4/5/2021	102432 102432 OFFICE DEPOT	(Continued)			Total : 1,091.50
222400	4/5/2021	892572 OLIVAREZ MADRUGA	13614		LEGAL SERVICES	
			13615		001-110-3689-4270	105.00
			13616		LEGAL SERVICES	17,300.60
			13617		001-110-0000-4270	1,498.50
					LEGAL SERVICES	20,675.68
					001-110-0000-4270	39,579.78
222401	4/5/2021	890095 O'REILLY AUTOMOTIVE STORES INC	4605-405712	12252	VEHICLE SERVICE, MAINTENANCE & F	
			4605-406261	12252	070-382-0000-4400	49.49
			4605-406976	12252	VEHICLE SERVICE, MAINTENANCE & F	42.06
					070-383-0000-4400	30.81
					VEHICLE SERVICE, MAINTENANCE & F	122.36
					041-320-0320-4400	
222402	4/5/2021	893782 OROZCO, BETTY	12064		PROCESS FEE REFUND-SWAPMEET LI	
					001-3240-3245	22.00
						Total : 22.00
222403	4/5/2021	893807 ORWIG, MARK R.	BS2100325		REFUND-DUPL PYMNT	
					001-3320-0000	465.61
					055-3719-0154	37.22
					055-2247	4.00
						Total : 506.83
222404	4/5/2021	893116 PACHECO, HECTOR	FEB & MAR 2021		COMMISSIONER'S STIPEND	
					001-150-0000-4111	150.00
						Total : 150.00
222405	4/5/2021	892360 PARKING COMPANY OF AMERICA	INVM0015687	12291	PUBLIC TRANSPORTATION SERVICES	
				12291	007-313-3630-4402	11,609.38
					007-440-0442-4260	36,240.79

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222405	4/5/2021	892360 892360 PARKING COMPANY OF AMERICA	(Continued)			Total : 47,850.17
222406	4/5/2021	893808 PENA, REYNALDO	BS2100568		REFUND-DUPL PYMNT	
					001-3320-0000	114.88
					055-3719-0154	2.15
						Total : 117.03
222407	4/5/2021	891527 PEREZ, MARVIN	FEB & MAR 2021		COMMISSIONER'S STIPEND	
					001-150-0000-4111	150.00
						Total : 150.00
222408	4/5/2021	888651 PIHRA	54224041-2021		2 YR MEMBERSHIP RENEWAL	
					001-106-0000-4380	225.00
						Total : 225.00
222409	4/5/2021	893786 PLATA, FILIMON	12068		PROCESS FEE REFUND-SWAPMEET LI	
					001-3240-3245	22.00
						Total : 22.00
222410	4/5/2021	102688 PROFESSIONAL PRINTING CENTERS	18490	12308	PURCHASE OF PRE-PRINTED FORMS	
					001-222-0000-4300	229.90
						Total : 229.90
222411	4/5/2021	892131 PROHEALTH-VALLEY OCCUPATIONAL	00341805-00		RETURN TO WORK PHYSICAL	
					001-106-0000-4270	80.00
						Total : 80.00
222412	4/5/2021	890004 PTS	2063511		PD PAY PHONE-APRIL 2021	
					001-190-0000-4220	131.28
						Total : 131.28
222413	4/5/2021	893797 RAMIREZ GARCIA, MARIANO	12080		PROCESS FEE REFUND-SWAPMEET LI	
					001-3240-3245	22.00
						Total : 22.00
222414	4/5/2021	891441 RELIANCE PACKAGING INC	41029		POLY BAGS FOR INMATE PROPERTY	
					001-225-0000-4350	226.89

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222414	4/5/2021	891441 891441 RELIANCE PACKAGING INC	(Continued)			<b>Total : 226.89</b>
222415	4/5/2021	892368 REYES, MIGUEL ANGEL	0417-TCMA		FAMILY WELLNESS CHALLENGE WORK 017-420-1395-4260	100.00
					<b>Total :</b>	<b>100.00</b>
222416	4/5/2021	893790 REYNOSO, RAFAELA HARO	12073		PROCESS FEE REFUND-SWAPMEET LI 001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222417	4/5/2021	893143 RICHARDS, SANDRA MARIE	MARCH 2021		COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
222418	4/5/2021	102855 RIO HONDO REGIONAL	S21-78-ZSFN		TRAINING - FIELD TRAINING OFFICER 001-225-0000-4360	89.00
					<b>Total :</b>	<b>89.00</b>
222419	4/5/2021	893774 RJS WORK BOOTS LLC	101-10089		SAFETY WORK BOOTS 072-360-0000-4310	305.51
					<b>Total :</b>	<b>305.51</b>
222420	4/5/2021	103057 SAN FERNANDO VALLEY SUN	11033		PUBLICATION-MEAS. A VIRTUAL TOWN 001-190-0000-4267	798.84
			11060		PUBLICATION-MEAS. A VIRTUAL TOWN 001-190-0000-4267	798.84
					<b>Total :</b>	<b>1,597.68</b>
222421	4/5/2021	892416 SANCHEZ, KARLA	0403-ZUM		FAMILY WELLNESS CHALLENGE WORK 017-420-1395-4260	50.00
					<b>Total :</b>	<b>50.00</b>
222422	4/5/2021	893107 SIEMENS MOBILITY INC	5620034090	12292	ON-CALL TRAFFIC SIGNAL MAINT SER 001-371-0301-4300	387.50
					<b>Total :</b>	<b>387.50</b>
222423	4/5/2021	103184 SMART & FINAL	112		BREAK ROOM SUPPLIES 001-222-0000-4300	53.97

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222423	4/5/2021	103184 SMART & FINAL	(Continued) 205		INMATE MEALS 001-225-0000-4350	49.38
					<b>Total :</b>	<b>103.35</b>
222424	4/5/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST 043-390-0000-4210	4,392.29
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS 027-344-0000-4210	9,186.01
					029-335-0000-4210	2,007.91
					043-390-0000-4210	6,671.23
					070-384-0000-4210	17,049.42
			2-33-746-5215		ELECTRIC-190 PARK 027-344-0000-4210	641.54
			2-39-084-2581		ELECTRIC-1117 SECOND 043-390-0000-4210	15.92
			2-39-717-6769		ELECTRIC-801 EIGHTH 043-390-0000-4210	20.08
			2-42-775-4338		ELECTRIC-MACLAY/SF (MALL METER) 030-341-0000-4210	62.11
					<b>Total :</b>	<b>40,046.51</b>
222425	4/5/2021	103251 STANLEY PEST CONTROL	336394	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	94.00
			336399	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	62.00
			336400	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	135.00
			336401	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	55.00
			336402	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	95.00
			336403	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	85.00
			336404	12290	PEST EXTERMINATION FOR THE INTE 043-390-0000-4330	85.00
			345116		PEST EXTERMINATION FOR THE INTE	

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222425	4/5/2021	103251 STANLEY PEST CONTROL	(Continued)			
			345125	12290	043-390-0000-4330	94.00
					PEST EXTERMINATION FOR THE INTE	
			345126	12290	043-390-0000-4330	85.00
					PEST EXTERMINATION FOR THE INTE	
				12290	043-390-0000-4330	85.00
					<b>Total :</b>	<b>875.00</b>
222426	4/5/2021	889149 STAPLES BUSINESS ADVANTAGE	3470713978		DISINFECTANT SPRAY AND HAND SAN	
					001-190-0000-4300	62.57
					<b>Total :</b>	<b>62.57</b>
222427	4/5/2021	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	496299		DOJ LIVESCAN FINGERPRINTING-FEB	
			497949	12315	004-2386	1,995.00
					FINGERPRINTING - FEB 2021	
					001-106-0000-4270	64.00
					<b>Total :</b>	<b>2,059.00</b>
222428	4/5/2021	890288 TERRAZAS, BEATRIZ	12069		PROCESS FEE REFUND-SWAPMEET LI	
					001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222429	4/5/2021	103205 THE GAS COMPANY	084-220-3249-3		GAS-505 S HUNTINGTON	
			088-520-6400-8		043-390-0000-4210	345.11
			090-620-6400-2		GAS-117 MACNEIL	
					043-390-0000-4210	113.50
					GAS-120 MACNEIL	
					070-381-0000-4210	54.81
					072-360-0000-4210	54.81
					043-390-0000-4210	109.62
			143-287-8131-6		GAS-208 PARK	
					043-390-0000-4210	248.68
			162-020-7432-0		GAS-828 HARDING	
					043-390-0000-4210	3.76
					<b>Total :</b>	<b>930.29</b>
222430	4/5/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	1124728		MISC SUPPLIES	

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

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222430	4/5/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
			1124729		001-311-0301-4300	272.46
					REPL BATTERIES	
			1342986		043-390-0000-4300	327.79
					ITEMS FOR TRAINING ROOM-PW OPS	
			2090868		043-390-0000-4330	773.06
					GLOVES	
			2532149		001-152-0000-4300	47.65
					MISC SUPPLIES	
			3110899		001-152-0000-4300	27.59
					PLUMBING SUPPLIES	
			5023484		043-390-0000-4300	81.32
					MATL'S FOR SPEED HUMP INSTALL	
			5114857		001-311-0301-4300	130.08
					SMALL TOOLS	
			5343537		001-311-0301-4300	63.60
					LADDER	
			8542662		001-370-0301-4300	259.78
					MATL'S FOR EMP OFFICE	
			9023143		043-390-0000-4300	130.00
					WOOD SEALER	
					043-390-0000-4300	108.38
					<b>Total :</b>	<b>2,221.71</b>
222431	4/5/2021	890833 THOMSON REUTERS	843913476		DETECTIVE INVESTIGATIVE SOFTWARE	
				12311	001-135-0000-4260	211.82
					<b>Total :</b>	<b>211.82</b>
222432	4/5/2021	103903 TIME WARNER CABLE	10328030521		CABLE-03/05/21-04/04/21	
			10369031821		001-190-0000-4220	139.70
					PD CABLE-03/18-04/17	
			10518030121		001-222-0000-4260	224.64
					REC PARK CABLE - 03/01-03/28	
					001-420-0000-4260	210.49
			222204030121		PW OPS-CABLE-02/29/21-03/28/21	
					043-390-0000-4260	129.95
			283057030521		LP CABLE - 03/05-04/04	

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

<b>Bank code :</b>		bank3					
<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>	
222432	4/5/2021	103903 TIME WARNER CABLE	(Continued)		001-420-0000-4260	217.67	
					<b>Total :</b>	<b>922.45</b>	
222433	4/5/2021	891125 TMC SHOOTING RANGE SPECIALIST	1744	12305	LEAD CLEAN OUT & REPAIRS OF FIRIN	400.00	
				12305	001-222-0000-4320	1,356.00	
					001-222-0000-4300		
					<b>Total :</b>	<b>1,756.00</b>	
222434	4/5/2021	893353 TOLENTINO, CLARISA	MARCH 2021		COMMISSIONER'S STIPEND	75.00	
					001-310-0000-4111		
					<b>Total :</b>	<b>75.00</b>	
222435	4/5/2021	893747 TOOLE DESIGN GROUP LLC	1	12382	TRANSPORTATION PLANNING AND DE	3,899.50	
					010-311-0628-4600		
					<b>Total :</b>	<b>3,899.50</b>	
222436	4/5/2021	893784 TOVAR, WILDEBALDO	12066		PROCESS FEE REFUND-SWAPMEET LI	22.00	
					001-3240-3245		
					<b>Total :</b>	<b>22.00</b>	
222437	4/5/2021	103413 TRANS UNION LLC	02104840		CREDIT CHECK	85.00	
					001-222-0000-4260		
					<b>Total :</b>	<b>85.00</b>	
222438	4/5/2021	890998 TRUJILLO, RODOLFO	MARCH 2021		COMMISSIONER'S STIPEND	75.00	
					001-310-0000-4111		
					<b>Total :</b>	<b>75.00</b>	
222439	4/5/2021	103463 U.S. POSTMASTER	MAR 2021		POSTAGE-MAR UTILITY BILLS	632.27	
					070-382-0000-4300	632.27	
					072-360-0000-4300		
					<b>Total :</b>	<b>1,264.54</b>	
222440	4/5/2021	887939 ULINE SHIPPING SUPPLIES	130917195		EVIDENCE ROOM SUPPLIES	135.79	
					001-222-0000-4300		
					<b>Total :</b>	<b>135.79</b>	

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<b>Bank code :</b>		bank3					
<b>Voucher</b>	<b>Date</b>	<b>Vendor</b>	<b>Invoice</b>	<b>PO #</b>	<b>Description/Account</b>	<b>Amount</b>	
222441	4/5/2021	103444 ULTRA GREENS, INC	50632	12296	GENERAL LANDSCAPE SUPPLIES AND	27.92	
			50710	12296	001-311-0000-4300		
				12296	GENERAL LANDSCAPE SUPPLIES AND	111.36	
			50756	12296	001-311-0000-4300		
					GENERAL LANDSCAPE SUPPLIES AND	27.92	
					001-311-0000-4300		
					<b>Total :</b>	<b>167.20</b>	
222442	4/5/2021	892258 UNIFORM & ACCESSORIES	833391	12332	UNIFORMS AND UNIFORM ACCESSOR	504.64	
			833862	12332	001-222-0000-4300		
					UNIFORMS AND UNIFORM ACCESSOR	1,297.38	
					001-222-0000-4300		
					<b>Total :</b>	<b>1,802.02</b>	
222443	4/5/2021	103439 UPS	831954061		COURIER SERVICES	154.00	
					001-190-0000-4280		
					<b>Total :</b>	<b>154.00</b>	
222444	4/5/2021	892612 URBAN FUTURES, INC	0121-008	11954	FISCAL ADVISOR SERVICES PENSION	2,025.00	
					001-190-0000-4267		
					<b>Total :</b>	<b>2,025.00</b>	
222445	4/5/2021	893612 VALLARTA SUPER MARKETS	88337	12349	RESIDENTIAL FOOD DISTRIBUTION PR	9,601.89	
					026-422-0336-4300		
					<b>Total :</b>	<b>9,601.89</b>	
222446	4/5/2021	103534 VALLEY LOCKSMITH	75121	12275	LOCKSMITH SERVICES FOR ALL CITY I	335.75	
					043-390-0000-4330		
					<b>Total :</b>	<b>335.75</b>	
222447	4/5/2021	893798 VELASCO, RAFAEL	12081		PROCESS FEE REFUND-SWAPMEET LI	22.00	
					001-3240-3245		
					<b>Total :</b>	<b>22.00</b>	
222448	4/5/2021	889644 VERIZON BUSINESS	08025540		CITY HALL LONG DISTANCE	55.06	
			08025541		001-190-0000-4220		
					CITY YARD LONG DISTANCE	16.52	
					070-384-0000-4220		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222448	4/5/2021	889644 VERIZON BUSINESS	(Continued) 08025542		CITY HALL LONG DISTANCE & INTRAL	
			08025543		001-190-0000-4220	27.53
			08025544		POLICE LONG DISTANCE	
			08025545		001-222-0000-4220	129.37
			08025545		CITY YARD LONG DISTANCE	
			08026081		070-384-0000-4220	11.02
			08026092		PARK LONG DISTANCE	
					001-420-0000-4220	16.79
					ENGINEERING LONG DISTANCE	
					001-310-0000-4220	15.60
					CITY HALL LINES	
					001-190-0000-4220	60.56
					<b>Total :</b>	<b>332.45</b>
222449	4/5/2021	892081 VERIZON BUSINESS SERVICES	71757353		MPLS PORT ACCESS & ROUTER-PD	
					001-222-0000-4220	1,076.57
					<b>Total :</b>	<b>1,076.57</b>
222450	4/5/2021	889627 VERIZON CONFERENCING	Z7389275		CONFERENCE CALLS-FEB 2021	
					001-190-0000-4220	33.99
					<b>Total :</b>	<b>33.99</b>
222451	4/5/2021	100101 VERIZON WIRELESS-LA	9874157327		PD CELL PHONE PLANS	
			9874168146		001-222-0000-4220	237.24
					CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	207.00
					043-390-0000-4220	19.37
					041-320-0000-4220	19.37
					072-360-0000-4220	31.99
			9874178905		VARIOUS CELL PHONE PLANS	
					001-106-0000-4220	48.78
					070-384-0000-4220	54.03
			9875144746		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	51.02
					001-101-0102-4220	51.02
					001-105-0000-4220	86.36

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**Voucher List**  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222451	4/5/2021	100101 VERIZON WIRELESS-LA	(Continued)		001-101-0108-4220	118.86
			9875674884		MDT MODEMS-PD UNITS	
					001-222-0000-4220	1,353.79
					<b>Total :</b>	<b>2,278.83</b>
222452	4/5/2021	891531 WILLDAN ENGINEERING	00334217	12346	NPDES CONSULTANT SERVICES	
					023-311-0000-4270	2,671.00
					<b>Total :</b>	<b>2,671.00</b>
222453	4/5/2021	892023 WINDSTREAM	73615344		PHONE SERVICES - 03/18/21-04/17/21	
					001-222-0000-4220	692.00
					001-420-0000-4220	469.20
					070-384-0000-4220	538.94
					001-190-0000-4220	2,194.25
					<b>Total :</b>	<b>3,894.39</b>
222454	4/5/2021	893801 WOELFEL, ISABEL	030421		FAMILY WELLNESS CHALLENGE WORK	
					017-420-1395-4260	150.00
					<b>Total :</b>	<b>150.00</b>
222455	4/5/2021	893778 YGHOUBI, SHAHAB	12060		PROCESS FEE REFUND-SWAPMEET LI	
					001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
222456	4/5/2021	891837 YOO, KEVIN	REIMB.		UNIFORM REIMBURSEMENT	
					001-222-0000-4300	60.21
					<b>Total :</b>	<b>60.21</b>
222457	4/5/2021	893779 ZEPEDA, MARIA GUADALUPE	12061		PROCESS FEE REFUND-SWAPMEET LI	
					001-3240-3245	22.00
					<b>Total :</b>	<b>22.00</b>
162 Vouchers for bank code : bank3						<b>Bank total : 576,967.80</b>
162 Vouchers in this report						<b>Total vouchers : 576,967.80</b>

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Voucher List  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221724	2/1/2021	890893 CITY OF SAN FERNANDO	FY 20/21		CIF DONATION-100 YR WOMEN'S RIGH 053-101-0103-4430	1,552.63
Total :						1,552.63
221727	2/4/2021	103648 CITY OF SAN FERNANDO	PR 02-05-2021		REIMB FOR PAYROLL W/E 01-29-2021	
					001-1003	386,328.37
					007-1003	323.60
					017-1003	29.47
					029-1003	1,462.24
					030-1003	344.89
					041-1003	7,359.74
					043-1003	23,102.68
					070-1003	33,413.55
					072-1003	14,217.27
					094-1003	172.92
					110-1003	523.97
Total :						467,278.70
221849	2/17/2021	103648 CITY OF SAN FERNANDO	PR 2-19-21		REIMB FOR PAYROLL W/E 2-12-21	
					001-1003	386,321.18
					007-1003	323.60
					017-1003	3.37
					029-1003	1,738.25
					030-1003	400.08
					041-1003	7,359.74
					043-1003	25,326.20
					070-1003	34,171.80
					072-1003	16,541.60
					094-1003	172.92
					110-1003	1,944.95
Total :						474,303.69
221851	2/19/2021	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - FEBRUARY 20	
					001-1160	11,936.77
Total :						11,936.77

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
221852	2/19/2021	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - FEBRUARY 20	
					001-1160	176.22
Total :						176.22
221853	2/19/2021	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - FEBRUARY 20	
					001-1160	2,326.67
Total :						2,326.67
221854	2/19/2021	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - FEBRUARY 2021	
					001-1160	3,723.64
Total :						3,723.64
222059	2/25/2021	893764 IBANEZ, J. DIEGO	4 - 6		CITY HALL PETTY CASH REIMB.	
					001-106-0000-4270	13.44
					001-225-0000-4350	6.59
					001-130-0000-4300	45.97
Total :						66.00
222061	2/25/2021	893765 DEBRA LACROIX, CONSULTANT	1001	12385	TEAM BUILDING CONSULTANT	
					001-105-0000-4370	1,875.00
Total :						1,875.00
9 Vouchers for bank code : bank3						Bank total : 963,239.32
9 Vouchers in this report						Total vouchers : 963,239.32

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**Voucher List**  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222184	3/15/2021	893115 P.E.R.S. CITY RETIREMENT	100000016293389		EMPL CONTRIB VARIANCE-01/30-02/12	
					018-222-0000-4124	240.88
					018-224-0000-4124	180.66
					018-225-0000-4124	2,589.48
					<b>Total :</b>	<b>3,011.02</b>
					<b>Bank total :</b>	<b>3,011.02</b>
					<b>Total vouchers :</b>	<b>3,011.02</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
222295	3/29/2021	893115 P.E.R.S. CITY RETIREMENT	100000016293408		EMPL CONTRIB VARIANCE-02/13-02/26	
					018-222-0000-4124	215.03
					018-224-0000-4124	161.27
					018-225-0000-4124	2,311.54
					<b>Total :</b>	<b>2,687.84</b>
					<b>Bank total :</b>	<b>2,687.84</b>
					<b>Total vouchers :</b>	<b>2,687.84</b>

1 Vouchers for bank code : bank3

1 Vouchers in this report

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**Voucher List**  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222187	4/1/2021	100286 BAKER, BEVERLY	21-Apr		CALPERS HEALTH REIMB 041-180-0000-4127	691.88
					<b>Total :</b>	<b>691.88</b>
222188	4/1/2021	100916 DEIBEL, PAUL	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
222189	4/1/2021	891041 GARCIA, CONNIE	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					<b>Total :</b>	<b>181.48</b>
222190	4/1/2021	101781 KISHITA, ROBERT	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					<b>Total :</b>	<b>181.48</b>
222191	4/1/2021	891027 LOCKETT, JOANN	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
222192	4/1/2021	102126 MARTINEZ, MIGUEL	21-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	526.84
					<b>Total :</b>	<b>526.84</b>
222193	4/1/2021	891031 ORTEGA, JIMMIE	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
222194	4/1/2021	891032 OTREMB, EUGENE	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					<b>Total :</b>	<b>619.50</b>
222195	4/1/2021	891354 RAMIREZ, ROSALINDA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					<b>Total :</b>	<b>181.48</b>
222196	4/1/2021	102940 RUIZ, RONALD	21-Apr		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222196	4/1/2021	102940 RUIZ, RONALD	(Continued)		001-180-0000-4127	691.88
					<b>Total :</b>	<b>691.88</b>
222197	4/1/2021	892782 TIGHE, DONNA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					<b>Total :</b>	<b>181.48</b>
11 Vouchers for bank code : bank3						<b>Bank total : 3,970.77</b>
11 Vouchers in this report						<b>Total vouchers : 3,970.77</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222198	4/1/2021	100042 ABDALLAH, ALBERT	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,321.98
					<b>Total :</b>	<b>1,321.98</b>
222199	4/1/2021	100091 AGORICHAS, JOHN	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	206.97
					<b>Total :</b>	<b>206.97</b>
222200	4/1/2021	891039 AGUILAR, JESUS	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	505.96
					<b>Total :</b>	<b>505.96</b>
222201	4/1/2021	100104 ALBA, ANTHONY	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					<b>Total :</b>	<b>619.50</b>
222202	4/1/2021	891011 APODACA-GRASS, ROBERTA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
222203	4/1/2021	100260 AVILA, FRANK	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,196.68
					<b>Total :</b>	<b>1,196.68</b>
222204	4/1/2021	100306 BARNARD, LARRY	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
					<b>Total :</b>	<b>879.00</b>
222205	4/1/2021	100346 BELDEN, KENNETH M.	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,183.00
					<b>Total :</b>	<b>1,183.00</b>
222206	4/1/2021	892233 BUZZELL, CAROL	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
					<b>Total :</b>	<b>168.56</b>
222207	4/1/2021	891350 CALZADA, FRANK	21-Apr		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222207	4/1/2021	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	480.12
					<b>Total :</b>	<b>480.12</b>
222208	4/1/2021	100642 CASTRO, RICO	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,929.14
					<b>Total :</b>	<b>1,929.14</b>
222209	4/1/2021	103816 CHAVEZ, ELENA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					<b>Total :</b>	<b>691.88</b>
222210	4/1/2021	100752 COLELLI, CHRISTIAN	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58
					<b>Total :</b>	<b>1,598.58</b>
222211	4/1/2021	891014 CREEKMORE, CASIMIRA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
222212	4/1/2021	893711 DAVIS, JAMES	21-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	1,734.92
					<b>Total :</b>	<b>1,734.92</b>
222213	4/1/2021	891016 DEATON, MARK	21-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	617.17
					<b>Total :</b>	<b>617.17</b>
222214	4/1/2021	100913 DECKER, CATHERINE	21-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	619.50
					<b>Total :</b>	<b>619.50</b>
222215	4/1/2021	100925 DELGADO, RALPH	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	480.12
					<b>Total :</b>	<b>480.12</b>
222216	4/1/2021	100960 DIEDIKER, VIRGINIA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222216	4/1/2021	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 238.25
222217	4/1/2021	892102 DOSTER, DARRELL	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 Total : 619.50
222218	4/1/2021	100996 DRAKE, JOYCE	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
222219	4/1/2021	100995 DRAKE, MICHAEL	21-Apr		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	119.13 119.12 Total : 238.25
222220	4/1/2021	100997 DRAPER, CHRISTOPHER	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
222221	4/1/2021	101044 ELEY, JEFFREY	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 Total : 1,751.00
222222	4/1/2021	891040 FISHKIN, RIVIAN	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
222223	4/1/2021	101182 FLORES, MIGUEL	21-Apr		CALPERS HEALTH REIMB 043-180-0000-4127	1,526.76 Total : 1,526.76
222224	4/1/2021	892103 GAJDOS, BETTY	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
222225	4/1/2021	891351 GARCIA, DEBRA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	2,478.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222225	4/1/2021	891351 891351 GARCIA, DEBRA	(Continued)			Total : 2,478.01
222226	4/1/2021	891067 GARCIA, NICOLAS	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	851.32 Total : 851.32
222227	4/1/2021	101318 GLASGOW, KEVIN	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
222228	4/1/2021	891020 GLASGOW, ROBERT	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 Total : 370.00
222229	4/1/2021	101409 GUERRA, LAUREN E	21-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	691.88 Total : 691.88
222230	4/1/2021	891021 GUIZA, JENNIE	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
222231	4/1/2021	101415 GUTIERREZ, OSCAR	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
222232	4/1/2021	102896 GUZMAN, ROSA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 Total : 1,526.76
222233	4/1/2021	891352 HADEN, SUSANNA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	526.84 Total : 526.84
222234	4/1/2021	101440 HALCON, ERNEST	21-Apr		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
222235	4/1/2021	891918 HARTWELL, BRUCE	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
222236	4/1/2021	101465 HARVEY, DAVID	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
222237	4/1/2021	101466 HARVEY, DEVERY MICHAEL	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,650.00
					Total :	1,650.00
222238	4/1/2021	101471 HASBUN, NAZRI A.	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76
					Total :	1,526.76
222239	4/1/2021	891023 HATFIELD, JAMES	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
222240	4/1/2021	892104 HERNANDEZ, ALFONSO	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,423.24
					Total :	1,423.24
222241	4/1/2021	891024 HOOKER, RAYMOND	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	893.07
					Total :	893.07
222242	4/1/2021	893616 HOUGH, LOIS	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
					Total :	168.56
222243	4/1/2021	101597 IBRAHIM, SAMIR	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76
					Total :	1,526.76
222244	4/1/2021	101694 JACOBS, ROBERT	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	879.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222244	4/1/2021	101694 101694 JACOBS, ROBERT	(Continued)			879.00
					Total :	879.00
222245	4/1/2021	892105 KAHMANN, ERIC	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	505.96
					Total :	505.96
222246	4/1/2021	101786 KLOTZSCHE, STEVEN	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	889.45
					Total :	889.45
222247	4/1/2021	891866 KNIGHT, DONNA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	174.48
					Total :	174.48
222248	4/1/2021	892929 LEWIS, WANDA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
222249	4/1/2021	891043 LIEBERMAN, LEONARD	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
222250	4/1/2021	101933 LITTLEFIELD, LESLEY	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
222251	4/1/2021	102045 LLAMAS-RIVERA, MARCOS	21-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.54
					Total :	1,196.54
222252	4/1/2021	102059 MACK, MARSHALL	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76
					Total :	1,526.76
222253	4/1/2021	891010 MAERTZ, ALVIN	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	491.96
					Total :	491.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222254	4/1/2021	888037 MARTINEZ, ALVARO	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,484.28 <b>1,484.28</b>
222255	4/1/2021	102206 MILLER, WILMA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
222256	4/1/2021	102212 MIRAMONTES, MONICA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 <b>1,526.76</b>
222257	4/1/2021	102232 MIURA, HOWARD	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
222258	4/1/2021	892106 MONTAN, EDWARD	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 <b>168.56</b>
222259	4/1/2021	102365 NAVARRO, RICARDO A	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 <b>480.12</b>
222260	4/1/2021	102473 ORDELHEIDE, ROBERT	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	2,088.36 <b>2,088.36</b>
222261	4/1/2021	102483 OROZCO, ELVIRA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 <b>168.56</b>
222262	4/1/2021	102486 ORSINI, TODD	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	2,298.30 <b>2,298.30</b>
222263	4/1/2021	102569 PARKS, ROBERT	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 <b>1,751.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222263	4/1/2021	102569 102569 PARKS, ROBERT	(Continued)			<b>1,751.00</b>
222264	4/1/2021	102580 PATINO, ARMANDO	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 <b>1,751.00</b>
222265	4/1/2021	102527 PISCITELLI, ANTHONY	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 <b>480.12</b>
222266	4/1/2021	891033 POLLOCK, CHRISTINE	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 <b>370.00</b>
222267	4/1/2021	102735 QUINONEZ, MARIA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,196.68 <b>1,196.68</b>
222268	4/1/2021	891034 RAMSEY, JAMES	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	865.08 <b>865.08</b>
222269	4/1/2021	102864 RIVETTI, DOMINICK	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 <b>879.00</b>
222270	4/1/2021	102936 RUELAS, MARCO	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,377.34 <b>1,377.34</b>
222271	4/1/2021	891044 RUSSUM, LINDA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 <b>181.48</b>
222272	4/1/2021	103005 SALAZAR, TONY	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 <b>1,526.76</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222273	4/1/2021	892107 SHANAHAN, MARK	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	505.96 <b>505.96</b>
222274	4/1/2021	891035 SHERWOOD, NINA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
222275	4/1/2021	103175 SKOBIN, ROMELIA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 <b>1,274.32</b>
222276	4/1/2021	893677 SOLIS, MARGARITA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.98 <b>1,177.98</b>
222277	4/1/2021	103220 SOMERVILLE, MICHAEL	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.00 <b>1,356.00</b>
222278	4/1/2021	103394 TORRES, RACHEL	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
222279	4/1/2021	889588 UFANO, VIRGINIA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 <b>181.48</b>
222280	4/1/2021	888417 VALDIVIA, LAURA	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	893.07 <b>893.07</b>
222281	4/1/2021	891046 VANAALST, LEONILDA	21-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	181.48 <b>181.48</b>
222282	4/1/2021	103550 VANICEK, JAMES	21-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.68

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222282	4/1/2021	103550 103550 VANICEK, JAMES	(Continued)			<b>1,196.68</b>
222283	4/1/2021	103562 VASQUEZ, JOEL	21-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	1,751.00 <b>1,751.00</b>
222284	4/1/2021	888562 VILLALPANDO, SEBASTIAN FRANK	21-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	851.32 <b>851.32</b>
222285	4/1/2021	103692 VILLALVA, FRANCISCO	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	2,027.69 <b>2,027.69</b>
222286	4/1/2021	891038 WAITE, CURTIS	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 <b>1,274.32</b>
222287	4/1/2021	103612 WALKER, MICHAEL	21-Apr		CALPERS HEALTH REIMB 027-180-0000-4127	1,526.76 <b>1,526.76</b>
222288	4/1/2021	103620 WARREN, DALE	21-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	181.48 <b>181.48</b>
222289	4/1/2021	891036 WATT, DAVID	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 <b>619.50</b>
222290	4/1/2021	893690 WATTS, STEVE M.	21-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	1,196.68 <b>1,196.68</b>
222291	4/1/2021	891037 WEBB, NANCY	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	865.08 <b>865.08</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
222292	4/1/2021	103643 WEDDING, JEROME	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					<b>Total :</b>	<b>619.50</b>
222293	4/1/2021	103727 WYSBEEK, DOUDE	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
222294	4/1/2021	103737 YNIGUEZ, LEONARD	21-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32
					<b>Total :</b>	<b>1,274.32</b>
<b>97 Vouchers for bank code : bank3</b>						<b>Bank total : 84,685.52</b>
<b>97 Vouchers in this report</b>						<b>Total vouchers : 84,685.52</b>

Voucher Registers are not final until approved by Council.



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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** April 5, 2021

**Subject:** Consideration to Approve a First Amendment to Contract No. 1933 with All American Asphalt, a Second Amendment to Contract No. 1942 with KOA Corporation, and Authorize the Notice of Completion for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Job No. 7595, Plan No. P-728

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a First Amendment (Attachment "A" – Contract No. 1933(a)) to All American Asphalt's (AAA) Professional Services Agreement increasing the project budget by an additional \$56,189.61 for completed street resurfacing construction services related to the Glenoaks Boulevard Resurfacing Project;
- b. Approve Amendment No. 2 (Attachment "B" – Contract No. 1942(b)) to KOA Corporation's Professional Services Agreement increasing the budget amount by \$25,575 for completed construction management and inspection services related to the Glenoaks Boulevard Resurfacing Project;
- c. Authorize the issuance and filing of the Notice of Completion (Attachment "C") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- d. Authorize the City Manager, or designee, to execute the Amendments and all related documents.

### BACKGROUND:

1. On November 18, 2019, the City Council awarded Contract No. 1933 to All American Asphalt (Contractor) for \$2,399,784, and authorized a contingency amount equivalent to 10% (\$239,978) of the contract for a total of \$2,639,762.

**Consideration to Approve a First Amendment to Contract No. 1933 with All American Asphalt, a Second Amendment to Contract No. 1942 with KOA Corporation, and Authorize the Notice of Completion for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Job No. 7595, Plan No. P-728**

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2. On February 18, 2020, the City Council award a Professional Services Agreement (Contract No. 1942) to KOA Corporation for construction management and inspection services in an amount not-to-exceed \$178,400.
3. On March 26, 2020, a Notice to Proceed was issued to the Contractor.
4. On November 18, 2020, the City Council approved the first amendment to KOA's Professional Services Agreement (Contract No. 1942) authorizing an increase of \$56,600 creating a new not-to-exceed amount of \$235,000; original contract was \$178,400.
5. On January 26, 2021, work was completed by the Contractor.

**ANALYSIS:**

Glenoaks Boulevard is a major east/west arterial street that handles approximately 21,500 vehicle trips each day. It covers 1.27 miles between Arroyo Avenue on the east side of the City and the western City limit (approximately 150 feet east of the intersection with Hubbard Avenue). The City's Pavement Master Plan identified this section of road as needing major repairs due to significant distress along the entire length of the project. Other safety concerns included in the project focused on traffic signal upgrades and concrete construction to improve walkability, address ADA (Americans with Disability Act) compliance, and modifications to reduce potential for traffic collisions at major intersections. The following improvements were constructed as part of the project:

- Reconstruction of damaged sidewalks, drive approaches, curb and gutters.
- Reconstruction of wheelchair ramps and drive approaches to meet current ADA standards.
- Construction of concrete median islands on Glenoaks Boulevard at Orange Grove Avenue, Harding Avenue, Maclay Avenue, Brand Boulevard, Griswold Avenue, and Arroyo Avenue.
- Modification to six (6) signalized intersections:
  - I. Orange Grove Avenue and Glenoaks Boulevard
  - II. Harding Avenue and Glenoaks Boulevard
  - III. Maclay Avenue and Glenoaks Boulevard
  - IV. Brand Boulevard and Glenoaks Boulevard
  - V. Griswold Avenue and Glenoaks Boulevard
  - VI. Arroyo Avenue and Glenoaks Boulevard
- Grind and resurface asphalt pavement with rubberized asphalt concrete.
- Raise sewer manholes and water valve covers to new roadway surface height.



**Consideration to Approve a First Amendment to Contract No. 1933 with All American Asphalt, a Second Amendment to Contract No. 1942 with KOA Corporation, and Authorize the Notice of Completion for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Job No. 7595, Plan No. P-728**

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- Installation of signing and striping.

Project Change Orders.

Changes orders were issued for work consisting of increased and decreased quantities of bid items related to concrete construction and asphalt paving; construction of new sidewalk and drive approaches to ensure ADA compliance; costs related to repairing conduit and electrical wiring; and median adjustments to accommodate truck turns.

There were a number of delays to the construction of the project, including:

- The electrical equipment supplier for the traffic signal poles and cabinets was unable to stay open during the pandemic.
- Throughout the project, there was a limited supply of concrete and asphalt available, which significantly slowed down the pace of completion of sidewalk and roadwork construction.
- The contractor had issues pulling old, damaged wires through existing conduits at some traffic signal locations, which also impacted the pace of construction.
- Additional construction work within sidewalks and driveway approaches was necessary to ensure ADA compliance.
- Additional concrete quantities were needed due to construction bid estimates being short.

Overall, the project was delayed 110 working days (50 workdays due to pandemic delay plus 60 workdays due to change orders) beyond the anticipated duration of both the AAA and KOA contracts.

All American Asphalt (AAA) Change Orders.

Throughout the project, AAA had change orders exceeding their original base contract. These change orders were primarily related to additional labor and materials needed for concrete construction on the project due to short bid estimates, as well as significant ADA-compliance redesigns in the field. There was also extra material and labor required to deal with significantly aged electrical wiring for the old traffic signals. Altogether, change orders totaling \$296,167.61 were necessary to complete the project with AAA. The contingency amount of \$239,978 covered the majority of these change orders, but an additional \$56,189.61 is needed for the first amendment to complete the project with AAA.

KOA Corporation Change Orders.

A first amendment to the KOA contract was approved by City Council on November 18, 2020 to cover additional inspection and project management costs as a result of the significant slow pace of construction related to concrete and electrical wiring work on the project. It was anticipated that this first amendment would cover this pace of construction, but additional time

**Consideration to Approve a First Amendment to Contract No. 1933 with All American Asphalt, a Second Amendment to Contract No. 1942 with KOA Corporation, and Authorize the Notice of Completion for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Job No. 7595, Plan No. P-728**

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was needed in December 2020 and January 2021 to deal with more delays in concrete, asphalt, and traffic signal modification work. Altogether, change orders totaling \$82,174.97 were necessary to complete the project with KOA. The amount needed for a second amendment to KOA's contract is \$25,575.

**BUDGET IMPACT:**

The total cost for the project was \$2,956,526.58 (AAA - \$2,695,951.61 plus KOA - \$260,574.97). This is \$52,799.58 more than is currently budgeted, as shown in the funding table below. The current funding sources for the project are HSIP grant, Measure R, Prop C, Water fund, and TDA 3 funds.

<b>Glenoaks Blvd Street Resurfacing and HSIP Project</b>	
<b>Funding Source</b>	<b>Current Funding</b>
HSIP Grant	\$1,380,000
Measure R	\$1,032,597
Prop C	\$385,130
Water Fund	\$76,000
Fund 15 (TDA 3)	\$30,000
<b>Total</b>	<b>\$2,903,727</b>

An additional \$60,000 is being requested to cover the balance of change orders made during the late stages of the project. The \$60,000 is comprised of the \$52,799.58 amount over budget plus an additional \$7,200 (13 percent) to cover any unforeseen items. If approved, the additional funds will be transferred from Fund 072-365-0000-4260 (Sewer Capital – Contractual Services) into 072-365-6673-4600 (Glenoaks Resurfacing Project). Use of the Sewer Fund to offset costs makes sense due to construction work related to sewer and storm drain manhole adjustments during the project.

**CONCLUSION:**

The Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project has been completed and is in general conformance with the approved plans and specifications. Project acceptance and filing the Notice of Completion allows for the project to be closed out.

**Consideration to Approve a First Amendment to Contract No. 1933 with All American Asphalt, a Second Amendment to Contract No. 1942 with KOA Corporation, and Authorize the Notice of Completion for the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Job No. 7595, Plan No. P-728**

Page 5 of 5

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**ATTACHMENTS:**

- A. Contract No. 1933(a)
- B. Contract No. 1942(b)
- C. Notice of Completion

**2021**  
**FIRST AMENDMENT TO CONSTRUCTION/CONTRACT AGREEMENT**  
**All American Asphalt – Glenoaks Boulevard Street Resurfacing and Highway Safety**  
**Improvement Project**  
**Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728**

THIS 2021 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Construction/Contract Agreement – All American Asphalt- originally executed 18<sup>th</sup> day of November, 2019, by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and All American Asphalt, (hereinafter, "CONSULTANT") is made and entered into this 5<sup>th</sup> day of April, 2021 ("Effective Date"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

**RECITALS**

WHEREAS, the Parties executed and entered into an employment agreement dated November 18, 2019 and entitled "Construction Contract/Agreement – All American Asphalt – Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P/728, Contract No. 1933 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's compensation terms; and

WHEREAS, execution of this First Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of April 5, 2021.

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

SECTION 1. The Sum as defined under Section 3 of the Master Agreement is hereby amended to mean and refer to the sum of TWO MILLION – SIX HUNDRED NINETY FIVE THOUSAND – NINE HUNDRED FIFTY ONE DOLLARS & SIXTY ONE CENTS (\$2,695,951.61).

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 3. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this First Amendment. 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 the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

**CITY:**

**CONSULTANT**

**City of San Fernando**

**All American Asphalt**

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

Nick Kimball  
City Manager

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

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

Richard Padilla  
Assistant City Attorney

Date: \_\_\_\_\_

**2021**

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
KOA Corporation – Construction Management and Inspection Services for  
Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project  
Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728**

THIS 2021 SECOND AMENDMENT (“Second Amendment”) to that certain agreement entitled “Professional Services Agreement – KOA Corporation - originally executed 18<sup>th</sup> day of February, 2020 with a First Amendment executed 16<sup>th</sup> day of November 2020, by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city (“CITY”) and KOA Corporation, a California corporation (hereinafter, “CONSULTANT”) is made and entered into this 5<sup>th</sup> day of April, 2021 (“Effective Date”). For purposes of this Second Amendment, the capitalized term “Parties” shall be a collective reference to both CITY and CONSULTANT. The capitalized term “Party” may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated February 18, 2020 and entitled “Professional Services Agreement – KOA Corporation – Construction Management and Inspection Services for Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P/728, Contract No. 1942 (hereinafter, the “Master Agreement”); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement’s compensation terms; and

WHEREAS, execution of this Second Amendment was approved by the San Fernando City Council (“City Council”) at its Regular Meeting of April 5, 2021.

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

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.3 of the Master Agreement is hereby amended to mean and refer to the sum of TWO HUNDRED SIXTY THOUSAND - FIVE HUNDRED SEVENTY FOUR & NINTEY SEVEN CENTS (\$260,574.97).

SECTION 2. Except as otherwise set forth in this Second Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Second Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Second Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this Second Amendment shall govern and control, but only in so far as such

provisions conflict with the Master Agreement and no further.

SECTION 3. The Master Agreement as amended by way of this Second Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Second Amendment. 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 the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

**CITY:**

**CONSULTANT**

**City of San Fernando**

**KOA Corporation**

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

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

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

Date: \_\_\_\_\_

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

**City of San Fernando**

Julia Fritz, City Clerk  
San Fernando City Hall  
117 Macneil Street  
San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

# NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

1. **NOTICE IS HEREBY GIVEN THAT:** work on the subject project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** Construction of the Glenoaks Boulevard Street Resurfacing and Highway Safety Improvement Project, Federal Project No. HSIPL-5202(018), Job No. 7595, Plan No. P-728 consisted of replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, PCC median and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; removal of petromat; construction of ARHM overlay; adjustment to grade of water valve and sewer manhole frame and cover; traffic signal modifications; signing and striping; and miscellaneous appurtenant work.
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: Glenoaks Boulevard from West City Limit to East City Limit
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on April 5, 2021
6. **NATURE OF OWNER'S INTEREST:** In fee
7. **NAME AND ADDRESS OF CONTRACTOR:** All American Asphalt, 400 East Sixth Street, Corona, CA 92879
8. **DECLARATION:** I, Matthew Baumgardner, duly appointed Director of Public Works of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Matthew Baumgardner, Director of Public Works  
City of San Fernando, California  
(City Seal)

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES SS.

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Matthew Baumgardner, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Julie M. Fernandez, Notary Public





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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: Matt Baumgardner, Director of Public Works

**Date:** April 5, 2021

**Subject:** Consideration to Approve a First Amendment to the Professional Services Agreement with Eurofins Eaton Analytical, LLC for Water Testing and Analysis Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement with Eurofins Eaton Analytical, LLC (Attachment "A" – Contract No. 1910(a)) for water testing and analysis services; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

### BACKGROUND:

1. On April 2, 2019, City Council awarded a five-year contract (Attachment "B"- Contract No. 1910) to Eurofins Eaton Analytical, LLC to provide water testing and analysis services for the City's water system pursuant to a formal Request for Proposal (RFP) process.

### ANALYSIS:

The State Water Resources Control Board (State Water Board) and the nine Regional Water Quality Control Boards (Regional Water Boards), collectively known as the California Water Boards (Water Boards) is responsible for regulating public water systems that provide drinking water across the State. As a water system operator, the State and Regional Water Board mandates that the City monitor the quality of its water in accordance with the federal Clean Water Act (CWA) and the state's Porter-Cologne Water Quality Control Act. To comply with these mandates, the City is required to take, at a minimum, approximately (200) water samples annually to be tested by a certified laboratory.

**Consideration to Approve a First Amendment to the Professional Services Agreement with Eurofins Eaton Analytical, LLC for Water Testing and Analysis Services**

Page 2 of 2

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Eurofins Eaton Analytical (Eurofins) has assisted the City in meeting its compliance requirements over the last two years. The contract in place covers the base level of testing required by the State. However, over the last few years there have been occasions where the State Water Board has asked for increased testing at the City's reservoirs, wells, and nitrate treatment system. There is also less frequent, but mandatory testing that must be completed such as the Lead and Copper Rule testing required every three years. The evolving regulatory environment also points to the need to budget for more sampling and analysis of the water system in order to maintain compliance with changing regulations. As staff looks to expand its nitrate treatment system, this will also necessitate additional budget for more required testing. Staff's request is to increase the annual "not-to-exceed amount" by \$25,000 to a new total of \$80,000. This new amount is based on staff's best estimate using previous costs for additional testing that may come up during any given year.

**BUDGET IMPACT:**

Staff is requesting a budget transfer amount of \$25,000 from fund 070-381-0000-4270 to account 070-384-0000-4260; funds are available within the Water Fund in the Fiscal Year 2020-2021 approved budget.

In future budget planning, staff will request an annual budget amount of \$80,000 to cover the mandated scope of this contract.

**CONCLUSION:**

It is recommended that the City Council approve and execute the First Amendment to Eurofin Eaton Analytical's Contract No. 1910 for water testing and analysis services.

**ATTACHMENTS:**

- A. Contract No. 1910(a)
- B. Contract No. 1910

**2021  
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
(Eurofins Eaton Analytical, LLC – Water Testing & Analysis Services)**

THIS 2021 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Professional Services Agreement – Eurofins Eaton Analytical, LLC – Water Testing & Analysis Services" originally executed 2<sup>nd</sup> day of April, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and EUROFINS EATON ANALYTICAL, a California corporation (hereinafter, "CONSULTANT" is made and entered into this 5<sup>th</sup> day of April, 2021 ("Effective Date"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably as appropriate.

**RECITALS**

WHEREAS, the Parties executed and entered into an employment agreement dated July 15, 2019 and entitled "Professional Services Agreement – Eurofins Eaton Analytical, LLC – Water Testing & Analysis Services", Contract No. 1910 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's compensation terms; and

WHEREAS, execution of this First Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of April 5, 2021.

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

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.3(B) of the Master Agreement is hereby amended to mean and refer to the sum of the CONSULTANT's total aggregate compensation in any single contract year as EIGHTY THOUSAND Dollars (\$80,000.00).

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 3. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this First Amendment. 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 the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by

the Parties in the form of a written contract amendment.

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

**CITY:**

**City of San Fernando**

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

Nick Kimball  
City Manager

Date:\_\_\_\_\_

**APPROVED AS TO FORM**

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

Richard Padilla  
Assistant City Attorney

Date:\_\_\_\_\_

**CONSULTANT**

**Eurofins Eaton Analytical, LLC**

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT

### EUROFINS EATON ANALYTICAL, LLC

Water Testing & Analysis Services

THIS THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 2<sup>nd</sup> day of April 2019 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and EUROFINS EATON ANALYTICAL, LLC., a California corporation (hereinafter "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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 THREE (3) years commencing from April 2, 2019 and concluding April 1, 2022. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of TWO (2) ONE-YEAR extensions, 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 **Exhibit "B"** 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

## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

Page 2 of 17

aggregate sum of FIFTY FIVE THOUSAND DOLLARS (hereinafter, the "Not-to-Exceed Sum") per contract term 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.



## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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## II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works and Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Director of Public Works 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 Rick Zimmer, Senior Account Manager, 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;

## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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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 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) calendars 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.

## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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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,

## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, 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.



## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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- 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.
- 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 it 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**

## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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**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.

#### **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

## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

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

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may 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



## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of 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



## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) 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.

## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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### Water Testing & Analysis Services

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## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 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:

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### Water Testing & Analysis Services

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#### CONSULTANT:

Eurofins Eaton Analytical, LLC  
750 Royal Oaks Drive, Suite 100  
Monrovia, CA 91016  
Attn: Rick Zimmer, Senior Account  
Manager  
Phone: 626-386-1100  
Fax: 626-386-1101  
Email: RickZimmer@Eurofinsus.com

#### CITY:

City of San Fernando  
Public Works Department/Water Division  
120 Macneil Street  
San Fernando, CA 91340  
Attn: Tony Salazar, Public Works  
Superintendent  
Phone: 818-898-1293  
Fax: 818-898-3221

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or 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.



## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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

## PROFESSIONAL SERVICES AGREEMENT

### Water Testing & Analysis Services

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- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement 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

Water Testing & Analysis Services

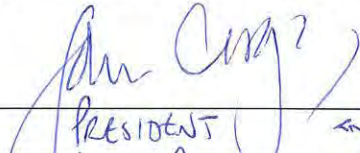
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.


### CITY OF SAN FERNANDO

By:   
Nick Kimball, City Manager

### EUROFINS EATON ANALYTICAL, LLC

By:   
Name: PRESIDENT  
Title: JOHN COSGROVE

### APPROVED AS TO FORM

By:   
Rick R. Olivarez, City Attorney  
Rubro Padilla, Asst. City Dir.

#### **4. Scope of Services**

The Laboratory’s services may include, but are not limited to, the following:

- Detailed and addresses the minimum requirements
- Reasonableness of Proposed Service Approach
- May require 24 hour turn-around time for some cases / Commitment to Customer Service
- Full-service Environmental Drinking Water Testing based on guidelines established under the California Safe Drinking Water Act and/or the National Environmental Laboratory Accreditation Program.
- The successful Proposer/Team will be responsible for implementing all tasks associated with achieving the above goals and objectives.



**EXHIBIT "B"****PROPOSAL FEES**

Eurofins is pleased to submit the following schedule of fees for analytical and other services. Our intent is to negotiate a mutually agreeable contract with the City. Therefore, all fees are subject to further modification based on your feedback and our input.

<u>Item</u>	<u>Unit Price</u>
Total/Fecal Coliform w/E.Coli (presence/absence)	\$10
Total Coliform (MPN)	\$12
Heterotrophic Plate Count	\$10
Nitrate as N	\$15
Nitrate as N (same day results)	\$25
Nitrite as N	\$15
Sulfate	\$15
Fluoride	\$15
Conductivity	\$15
General Mineral & Inorganics	\$400
General Physical	\$30
Perchlorate (2 ppb)	\$50
Perchlorate (1 ppb)	\$100
Hexavalent Chromium	\$50
Asbestos	\$300
Trihalomethanes	\$75
Haloacetic Acids	\$150
Gross Alpha	\$50
Volatile Organics (short list)	\$100
Volatile Organics (extended list)	\$150
1,2,3-Trichloropropane	\$125
Nitrosamines (NDMA only)	\$250
Nitrosamines (extended list)	\$400
Synthetic Organics (551, 525, 505, 515, 531, 547, 548, 549, 1613)	\$1750
UCMR4 – AM1	\$1400
UCMR4 – AM2 (TOC and Bromide)	\$100
UCMR4 – AM2 (Brominated HAAs)	\$200

Fees for non-analytical services are as follows:

<u>Item</u>	<u>Unit Price</u>
Sample Kit (containers, COC, gel packs, packing slip, cooler)	No Charge
Sample Kit Delivery (M-W-F)	No Charge
Sample Pick Up (M-W-F)	No Charge
Sample Pick Up (M-W-F expedited)	\$75
Level 2 QC (Lab Spikes, Matrix Spikes, Blanks, Surrogates)	No Charge
Hardcopy Reports (via PDF)	No Charge
Electronic Reports (via CSV or Excel)	No Charge
Electronic Data Transfer to CA Write-On (for Title 22)	No Charge
Electronic Data Transfer to EPA CDX (for UCMR4)	No Charge
Website Access, Data Retrieval, Archive & Reporting	No Charge

<u>Item</u>	<u>Surcharge</u>
Results within 15 working days	No Charge
Results for 10 <sup>th</sup> of the month samples rec'd in last week of the month	No Charge
Results within 5 working days	1.5 x listed unit price
Results within 2-3 working days	2.0 x listed unit price
Results within 1 working day	3.0 x listed unit price

<u>Item</u>	<u>Hourly Rate</u>
Senior Professional	\$300
Professional	\$200
Technician	\$150
Field Sampler Training (Contact Hours credit)	No Charge
Regulatory Training (Contact Hours credit)	No Charge



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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: Matt Baumgardner, Director of Public Works

**Date:** April 5, 2021

**Subject:** Consideration to Approve a First Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. for Additional Operation and Maintenance Services Related to the Nitrate Treatment System for San Fernando Well No. 7

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a first Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. (Attachment "A" – Contract No. 1920(a)) for maintenance services related to the Nitrate Treatment System for San Fernando Well No. 7; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

### BACKGROUND:

1. On July 15, 2019, the City Council awarded a five-year contract (Attachment "B"- Contract No. 1920) to Envirogen Technologies, Inc. (Envirogen) to conduct operations and maintenance services for the Nitrate System for San Fernando Well No.7 pursuant to a formal Request for Proposals (RFP) process.
2. During the first two contract years, there have been occasional repairs that are outside of the routine Operation and Maintenance services outlined in the Contractor's scope of work such as the material and labor required for the emergency repair of faulty valves and sensors.

### ANALYSIS:

In December 2018, the City of San Fernando completed installation of an Ion-Exchange system for the removal of nitrates from groundwater extracted for Well No. 7. Envirogen Technologies,

**Consideration to Approve a First Amendment to the Contract Services Agreement with Envirogen Technologies, Inc. for Additional Operation and Maintenance Services Related to the Nitrate Treatment System for San Fernando Well No. 7**

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Inc. designed the system currently in use and has provided operation and maintenance services for the system since it was first brought on line.

Keeping the Well No. 7 Ion-Exchange System functioning properly at all times is critical to providing potable water that is low in nitrates to residents. To remove nitrates from water being pumped from Well No. 7, the Ion-Exchange System uses a proprietary process for the removal of nitrate anions from the water. Nitrate removal is accomplished using ion-exchanged resin, regenerated with sodium chloride (brine) solution. This process must be conducted on a daily basis. Envirogen's scope of services is predicated on keeping the system's nitrate removal process running properly. As part of their contract, they provide operational and preventive maintenance to the system through routine visits to the site.

During the last two years, Envirogen has made a few non-routine or emergency call-outs to repair unforeseen issues with various components in the system. The current contract has language that covers any extra maintenance required for the system, but the annual "not-to-exceed" amount of \$93,908.64 is calculated based on a fixed monthly cost multiplied out by 12 months and does not factor in the costs for unforeseen, non-routine call-outs to the site. Staff's request is to increase the annual "not-to-exceed amount" by \$26,091.36 to a new total of \$120,000. This new amount is based on staff's best estimate using previous costs for non-routine repairs.

**BUDGET IMPACT:**

Staff is requesting a \$26,091.36 budget transfer from fund 070-381-0000-4260 to account 070-384-0857-4260; funds are available within the Water Fund in the Fiscal Year 2020-2021 approved budget.

In future budget planning, staff will estimate possible non-routine or emergency call outs into this contract,

**CONCLUSION:**

It is recommended that the City Council approve and execute the First Amendment to Envirogen Technologies' Contract No. 1920 for maintenance services related to the nitrate treatment system for San Fernando Well No. 7.

**ATTACHMENTS:**

- A. Contract No. 1920(a)
- B. Contract No. 1920

**2021**  
**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT**  
**(Envirogen Technologies, Inc. – Maintenance Services for San Fernando Well No. 7)**

THIS 2021 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Contract Services Agreement – Envirogen Technologies, Inc. – Maintenance Services for San Fernando Well No. 7" originally executed 15<sup>th</sup> day of July, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation (hereinafter, "CONTRACTOR" is made and entered into this 5<sup>th</sup> day of April, 2021 ("Effective Date"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably as appropriate.

**RECITALS**

WHEREAS, the Parties executed and entered into an employment agreement dated July 15, 2019 and entitled "Contractor Services Agreement – Envirogen Technologies, Inc. – Maintenance Services for San Fernando Well No. 7", Contract No. 1920 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's compensation terms; and

WHEREAS, execution of this First Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of April 5, 2021.

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

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.3 of the Master Agreement is hereby amended to mean and refer to the sum of the CONTRACTOR's total aggregate compensation in any single contract year as ONE HUNDRED and TWENTY THOUSAND Dollars (\$120,000.00).

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 3. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this First Amendment. 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 the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by

the Parties in the form of a written contract amendment.

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

**CITY:**

**City of San Fernando**

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

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

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

Date: \_\_\_\_\_

**CONSULTANT**

**Envirogen Technologies, Inc.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





CONTRACT SERVICES AGREEMENT

(Contractor: Envirogen Technologies, Inc.)

(Services: Maintenance Services for San Fernando Well No. 7)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is entered into this 15<sup>th</sup> day of July, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "City") and ENVIROGEN TECHNOLOGIES, INC., a Delaware corporation (hereinafter, "Contractor"). For the purposes of this Agreement, City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably.

RECITALS

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

WHEREAS, City requires operations and maintenance services in connection with the City's ion exchange system for San Fernando Well No. 7; and

WHEREAS, Contractor represents that it is fully qualified to perform such work by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, Contractor further represents that it is willing to accept responsibility for performing such work in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement was approved by the San Fernando City Council ("City Council") at its meeting of July 15, 2019 under Agenda Item 3 .

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

I.

SCOPE AND TERM OF SERVICES AND COMPENSATION

- 1.1 SCOPE OF SERVICES: Contractor shall perform those services and tasks described under the heading "Scope of Work" on page 2 of that certain proposal of Contractor dated April 10, 2019 and entitled "**Envirogen Technologies – Maintenance Service Contract Well No. 7**" which is attached and incorporated hereto as Exhibit "A" (hereinafter, the "Scope of Services"). Contractor further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and

timely complete the services and tasks set forth in the Scope of 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 "Services." This Agreement constitutes an "Order" within the meaning of Section 1 (Definitions) found on page 5 of the Scope of Services. The following provisions of the Scope of Services are hereby deleted and repealed and shall be of no force or effect:

- (i) Subsections 3.4 through 3.7 of Section 3 found on page 6 of the Scope of Services;
- (ii) Section 7 found on page 8 of the Scope of Services;
- (iii) Section 8 found on pages 8 through 9 of the Scope of Services;
- (iv) Section 9 found on page 9 of the Scope of Services; and
- (v) Subsections 11.4 through 11.10 found on page 10 of the Scope of Services.

1.2 TERM: This Agreement shall have a term (hereinafter, "Term") of five (5) years commencing from the date the Agreement is signed by all of the Parties (the "Effective Date")

1.3 COMPENSATION: In consideration for Contractor's performance of the Services, Contractor shall be compensated in the lump sum amount of **Seven Thousand Eighty-Eight Dollars (\$7,088)** per month (the "Monthly Not-to-Exceed Sum"), provided however, that the Monthly Not-to-Exceed Sum shall increase automatically by an amount equal to two percent (2%) of the most current Monthly Not-to-Exceed Sum once a year on 15<sup>th</sup> day of April of each year, commencing April 15, 2020. The foregoing notwithstanding, in no event may the Monthly Not-to-Exceed Sum exceed the sum of Seven Thousand, Eight Hundred Twenty-Five Dollars and Seventy-Two Cents (\$7,825.72) during the Term of this Agreement nor may Contractor's total aggregate compensation during any single Contract Year exceed the sum of Ninety-Three Thousand, Nine Hundred Eight Dollars and Sixty-Four Cents (\$93,908.64) without the prior approval of the City Council. City may suspend Contractor's performance pending such City Council approval. For purposes of this Agreement, the capitalized term "Contract Year" means any one-year period of time during the Term of the Agreement commencing from the Effective Date or each anniversary of the Effective Date thereafter.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, Contractor will submit to City an invoice indicating the sums owed for the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred for City-authorized services or tasks that were performed during the recently concluded calendar month that are not included in the Scope of Services. If the amount of Contractor's compensation monthly compensation for City-authorized work performed that is not covered under this Scope of Services is a function of hours worked by Contractor's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the services or tasks, 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 such services and tasks performed. Within thirty (30) calendar days of receipt of each invoice, City will notify Contractor in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City will pay all undisputed amounts included on the invoice. City will not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 1.5 EXTRA WORK; COMPENSATION FOR EXTRA SERVICES: At any time during the term of this Agreement, City may request that Contractor perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Services but later determined by City to be necessary. Contractor shall not undertake, nor shall Contractor be entitled to compensation for Extra Work without the prior written authorization of the City. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Services and related sub-tasks set forth in the Scope of Services.
- 1.6 ACCOUNTING RECORDS: Contractor 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.
- 1.7 ABANDONMENT BY CONTRACTOR: In the event Contractor ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, Contractor shall deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Contractor in the performance of this Agreement. Furthermore, Contractor shall only be compensated for the reasonable value of the services, tasks and other work satisfactorily performed up to the time of cessation or abandonment, less any deduction for any damages, costs or additional expenses which City may incur as a result of Contractor's cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The City hereby designates the Director of Public Works and the Water Division Superintendent (hereinafter, the "City Representatives") to act as its representatives for the performance of this Agreement; the Director of Public Works shall be the City's chief City Representative. The City Representatives or their designee shall act on behalf of the City for all purposes under this Agreement. Contractor shall not accept directions or orders from any person other than the City Representatives or their designee.

- 2.2 CONTRACTOR'S REPRESENTATIVE: Contractor hereby designates Joe Gutierrez, Business Development Manager – West to act as its representative for the performance of this Agreement (hereinafter, "Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative or his designee shall supervise and direct the performance of the Services, 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 Services under this Agreement. Notice to the Contractor's Representative shall constitute notice to Contractor.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Contractor agrees to work closely with City staff in the performance of the Services and this Agreement and shall be available to City staff and the City Representatives at all reasonable times. All work or work product prepared by Contractor shall be subject to inspection and approval by City Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Contractor represents, acknowledges and agrees to the following:
- A. Contractor shall perform all work skillfully, competently and to the highest professional standards of Contractor's profession;
  - B. Contractor shall perform all work in a manner reasonably satisfactory to the City;
  - C. Contractor 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. Contractor understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
  - E. Contractor shall perform all Services under this Agreement in a skillful and competent manner equivalent to, if not greater than, the standard generally recognized as being employed by professionals performing the same services in the State of California;
  - F. All of Contractor's employees and agents (including but not limited to Contractor's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Contractor; and
  - G. All of Contractor's employees and agents (including but not limited to Contractor's 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.

The Parties acknowledge and agree that Contractor shall perform, at Contractor's own cost and expense and without any reimbursement from City, any services or tasks necessary to correct any errors or omissions caused by Contractor's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Contractor's employees, agents, contractors, subcontractors and subconsultants. Such effort by Contractor to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Contractor or on Contractor's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Contractor, including but not limited to the representation that Contractor possesses the skills, training, knowledge and experience necessary to perform the Services in a skillful and competent manner equivalent to, if not greater than, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of Contractor 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 Contractor or on behalf of Contractor in the performance of this Agreement. In recognition of this interest, Contractor 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 Contractor'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 Services shall be performed by Contractor or under Contractor's strict supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with Contractor's competent performance under this Agreement or result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of Contractor are not employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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 Contractor'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 Contractor, a threat to persons or property, or if any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Contractor and shall not be re-assigned to perform any of the Services. In keeping with the indemnification provisions of Article IV, below, Contractor shall indemnify, defend and hold free and harmless City, its elected or appointed officials, officers, employees, agents and volunteers from any claims or liability arising out of the removal of any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants pursuant to this Section.
- 2.8 COMPLIANCE WITH LAWS: Contractor shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, the City of San Fernando and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Services. Contractor's compliance with applicable laws shall include without limitation compliance with all Cal/OSHA requirements, and the issuance of all notices required by law. Contractor shall be liable for all violations of such laws, statutes, codes, rules, regulations and ordinances in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, statutes, codes, rules, regulations or ordinances, Contractor shall be solely responsible for all costs arising therefrom. In keeping with the indemnification requirements of Article IV, below, Contractor shall indemnify, defend and hold free and harmless City and City's elected or appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with such laws, statutes, codes, rules, regulations or ordinances.
- 2.9 SAFETY: Contractor shall perform its work so as to avoid injury or damage to any person or property. In performing the Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which any work is to be performed, including but not limited to:
- A. Adequate life protection and lifesaving equipment and procedures;
  - B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or

lawfully required to prevent accidents or injuries; and

C. Adequate facilities for the proper inspection and maintenance of all safety measures.

- 2.10. NON-DISCRIMINATION: In the performance of this Agreement, Contractor 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.
- 2.11. INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that Contractor and all persons retained or employed by Contractor are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Contractor shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Contractor and all persons retained or employed by Contractor 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 Contractor under this Agreement or is otherwise expressly conferred by City in writing.
- 2.12. LABOR CERTIFICATION: Contractor, by execution of this Agreement, certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 2.13. PREVAILING WAGES: Contractor is aware of the requirements of California Labor Code Section 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works contracts." If this is a "public works contract" pursuant to the California Labor Code and if the total compensation is One Thousand Dollars (\$1,000.00) or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Copies of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement shall be made available to interested parties upon request, and shall be posted at the Project site. In addition to the indemnification duties set forth under Article IV of this Agreement, Contractor agrees to indemnify, defend and hold free and harmless the City and City's elected and appointed officials, officers, employees, agents and volunteers from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- 2.14. WARRANTY AGAINST DEFECTS. Contractor warrants all work done and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, Contractor shall be solely

responsible for the correction of those defects.

## II. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, Contractor agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Contractor shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).
- 3.2 REQUIRED COVERAGES: Contractor agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Commercial General Liability Insurance: Contractor shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the Services to be performed under this Agreement; or the general aggregate limit shall be twice the required occurrence limit;
  - B. Automobile Liability Insurance: Contractor 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: Contractor shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without **thirty (30)** calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage



occurs, Contractor shall furnish City with information regarding such reduction at Contractor's earliest possible opportunity and in no case later than five (5) calendar days after Contractor is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City's elected or appointed officials, officers, employees, agents or volunteers.

- D. Error & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Contractor shall procure and maintain Errors and Omissions Liability Insurance appropriate to Contractor's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.3 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.
- 3.4 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.
- 3.5 DISCLOSURE OF DEDUCTIBLES AND SELF-INSURED RETENTIONS: With respect to all varieties of insurance required under this Article, all deductibles and self-insured retentions shall be declared to and approved by City. City, at its option and in its sole and absolute discretion may require that: (i) the insurer reduce or eliminate such deductibles or self-insured retentions as respects City and City's elected or appointed officials, officers, employees, agents and volunteers; or (ii) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 3.6 NOTICE OF FACTORS DIMINISHING COVERAGE: If any of the required insurance coverages contain aggregate limits, or apply to other operations of Contractor not related to this Agreement, Contractor shall give City prompt, written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords Contractor, City and City's elected and appointed officials, officers, employees, agents and volunteers. Contractor shall also immediately restore such aggregate limits or shall provide other insurance protection for such aggregate limits. City may, at its option, specify a minimum acceptable aggregate for each line of

coverage required. Contractor shall not make any substantial reductions in scope of coverage which may affect City's protection without City's prior written consent.

- 3.7 DELINEATION OF EXCLUSIONS ADDED BY ENDORSEMENT: All policies of insurance required under this Article shall delineate exclusions added by endorsement. The Parties acknowledge and agree that the purpose of this provision is to enable the Parties to easily identify material limitations in the scope of coverage afforded under each policy of insurance.
- 3.8 SEPARATION OF INSURED; NO SPECIAL LIMITATIONS: All varieties of insurance required under this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to City and City's elected or appointed officials, officers, employees, agents or volunteers.
- 3.9 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by Contractor 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 Contractor's insurance and shall not contribute with it.
- 3.10 WAIVER OF SUBROGATION: No policy of insurance or endorsement thereto that is procured by Contractor pursuant to this Article shall allow (either expressly or by the omission of any express prohibition) any insurance carrier to seek subrogation from City or City's elected or appointed officials, officers, employees, agents or volunteers for any sums paid by the insurance carrier on behalf of Contractor or Contractor's subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers. All policies of insurance required under this Article shall contain provisions waiving or shall be endorsed to waive any subrogation rights or other like rights of recovery by the insurance carrier against City or City's elected or appointed officials, officers, employees, agents and volunteers for any sums paid on behalf Contractor or Contractor's contractors, subcontractors or subconsultants or on behalf of City or City's elected or appointed officials, officers, employees, agents or volunteers by the insurance carrier. The City Representatives may waive this requirement as to CGL Coverage but only upon Contractor's delivery to City of endorsements demonstrating that City and City's elected or appointed officials, officers, employees, agents and volunteers have been named as additional insureds under the CGL Coverage.
- 3.11 VERIFICATION OF COVERAGE: Contractor 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 of San Fernando. Accordingly, Contractor warrants, represents and agrees that it 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 Contractor's commencement of any work or any of the Services. Contractor shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Services. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Contractor fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.

- 3.12 **NOTICE OF TERMINATION:** All policies of insurance required by this Agreement shall contain an endorsement providing that notice of cancellation will be provided to the City by Envirogen as soon as reasonably practical. Contractor agrees to require all its insurers to modify the certificates of insurance to delete any exculpatory wording stating that the failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 3.13 **FAILURE TO ADHERE TO INSURANCE PROVISIONS:** In addition to any other remedies City may have under this Agreement or at law or in equity, if Contractor fails to comply with any of the requirements set forth in this Article, City may, but shall not be obligated to: **(a)** Order Contractor to stop any and all work under this Agreement or withhold any payment, which becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; or **(b)** terminate this Agreement. City's exercise of any of the foregoing remedies, shall be in addition to any other remedies City may have and is not the exclusive remedy for Contractor's to failure to comply with the insurance requirements set forth under this Article.
- 3.14 **SUBCONTRACTORS INSURANCE COVERAGE:** Contractor shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Contractor under this Article.
- 3.15 **NO LIMITATION ON LIABILITY:** Contractor's procurement of insurance shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's indemnification duties set forth under Article V of this Agreement.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers 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 City and City's elected and appointed officials, officers, employees, agents and volunteers with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify, defend and protect City as set forth herein.

- 4.2 To the fullest extent permitted by law, Contractor shall 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 Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 4.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Article and related to Contractor'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 Contractor under this Article will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 Contractor 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 Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor 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 Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 4.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not

any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.
- 4.8 Anything in this Article 4 or elsewhere in this Agreement notwithstanding, any liability of contractor under the order shall not exceed \$1,000,000.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: City may terminate this Agreement for convenience and without cause or penalty at any time upon the issuance of thirty (30) days prior written notice to Contractor. Upon termination, Contractor shall be compensated only for that Services which have been satisfactorily rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by Contractor in connection with the performance of the Services. Contractor shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.
- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Contractor is in breach (whether or not such breach is caused by Contractor or Contractor's officials, officers, employees, agents, contractors, subcontractors or subconsultants, City may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days prior written notice of termination on the grounds of breach (a "Breach-Termination Notice"). City's ability to terminate this Agreement as provided in this Section, shall be in addition to any other remedies City may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

- 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 CONFIDENTIALITY: Contractor and Contractor's agents, subcontractors and employees in the course of their duties may have access to information and data concerning sensitive City infrastructure and other information of a confidential nature. Contractor covenants that all data, documents, discussions, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written authorization of the City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenants under this Section shall survive the termination of this Agreement.
- 6.2 OWNERSHIP OF DOCUMENTS; PUBLIC RECORDS ACT DISCLOSURE:
- A. All reports, documents, information, findings and data including but not limited to, digitally or electronically stored computer data, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. Contractor shall deliver to City any reports, documents, information, findings and data, in any form, including but not limited to, digitally or electronically stored files, tapes, discs, data, audio tapes or any other Services-related items as requested by City at no additional cost.
  - B. Contractor is advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, digitally or electronically stored files, tapes or discs, furnished or prepared by Contractor, or any of Contractor's subcontractors or subconsultants, pursuant to this Agreement and provided to City may be subject to public disclosures as required by the California Public Records Act (California Government Code Section 6250 et seq.)(the "Public Records Act"). All proprietary and other information received from Contractor by City, whether



received in connection with Contractor's initial proposal to City or in connection with any work or services performed by Contractor under this Agreement, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act (Government Code Section 6250 et seq.); provided, however, that, if any information is set apart and clearly marked "trade secret" or "proprietary" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. The Contractor shall have sole responsibility for defense of the actual "trade secret" or "proprietary" designation of such information. The Parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of this subsection, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" or "proprietary" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

- 6.3 **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:

**CONTRACTOR:**

Envirogen Technologies, Inc.  
2627 Chestnut Ridge Road, Suite 260  
Kingwood, TX 77339  
Tel: 877.312.8950  
Fax: 909.980.4732

**CITY:**

City of San Fernando  
Public Works Department  
San Fernando City Hall  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Public Works Water  
Superintendent  
Phone: 818-898-1222  
Fax: 818-361-6728  
E-mail: [publicworks@sfcity.org](mailto:publicworks@sfcity.org)

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 prepared and addressed to the Party at its applicable address.

- 6.4 **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.

- 6.5 SUBCONTRACTING: Contractor shall not subcontract any portion of the Services 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.
- 6.6 CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS: City reserves the right to employ other contractors in connection with the various projects worked upon by Contractor.
- 6.7 PROHIBITED INTERESTS: Contractor warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the 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.
- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 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.
- 6.10 ATTORNEY'S 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 attorney's fees and all other costs of such action.
- 6.11 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.12 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.
- 6.13 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.

- 6.14 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.
- 6.15 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.
- 6.16 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.
- 6.17 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto (including the Scope of Services), the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.
- 6.18 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 Contractor 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.
- 6.19 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Contractor, one counterpart shall be delivered to the City Clerk for the City of San Fernando and one counterpart shall be delivered to the City. 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 6.15, above.

[SIGNATURES ON NEXT PAGE]

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

**CITY OF SAN FERNANDO, a municipal corporation:**

By: 

Name: Nick Kinsell

Title: City Manager

Date: 8/7/19

**ENVIROGEN TECHNOLOGIES, INC.**

By: 

Name: Ronald T. Riley

Title: President

Date: 7/30/19

**APPROVED AS TO FORM:**

By: 

Richard Padilla  
Asst. City Attorney

Date: 8-5-19

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**SCOPE OF WORK**

Envirogen will continue O&M responsibilities for the San Fernando Well No.7 water treatment system in accordance with the service provisions in the existing contract. The scope of work to be provided will consist of the following:

1. Provide required routine and preventative maintenance and repairs of the treatment System. Scope includes onsite visits by service technician up to six (6) times per month.
2. Recommend consumables required for the proper operation of the treatment unit to treat the raw water.
3. Provide necessary calibration of all Envirogen provided instruments and analyzers.
4. Respond to maintenance and consult on operation issues, (24) hours per day, (7) days a week within the following response time breakdown
  - a. Phone Call Response Time: 4 hours
  - b. Non Critical Service Call Response Time: 24 hours
  - c. Critical Service Call Response Time: 12 hours
  - d. Unit Repair Request Call Response time: 36 hours
  - e. Service visits outside of normal business hours will incur additional costs per rate sheet attached. Normal business hours as follows:
    - i. Monday to Friday 8:00 am to 5:00 pm.
5. Participate in meetings, correspondence and other interactions with regulatory agencies associated with the treatment unit as reasonably requested by the City
6. Provide recommendations to the City to maintain efficient operation of the treatment equipment.
7. Remotely monitor the Treatment System via email updates and automated, phone-based communication.
8. Supply appropriately qualified and certified personnel who will assist in operating the treatment system as required by applicable law and in accordance with the Governmental Approval and manuals and instructions provided by Envirogen as part of the equipment sale.
9. Envirogen's operations team will maintain a log book and O&M reading sheets at the treatment system that summarizes all O&M activities.



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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** April 5, 2021

**Subject:** Consideration to Accept the Community Power Resiliency Allocation to Cities Program Grant Award and Approve a Resolution Appropriating the Funds

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the California Office of Emergency Services' (CalOES) Community Power Resiliency Allocation to Cities Program Grant in the amount of \$300,000 (Attachment "A");
- b. Adopt Resolution No. 8063 (Attachment "B") to increase the Capital Grant Fund (Fund 10) revenues and expenditures by \$300,000 for Fiscal Year (FY) 2020-2021; and
- c. Authorize the City Manager to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. The Public Safety Power Shutoff (PSPS) program gives California electric utility companies the authority to pre-emptively shut off power shutoffs in high-risk fire areas to prevent wildfires from being started by electrical equipment during strong and dry winds.
2. In November 2018, faulty electric wires owned by Pacific Gas & Electric (PG&E) caused the Camp Fire, which was the deadliest and most destructive wildfire in California's history. As a result of the Camp Fire, and other fires caused by electric utility equipment, California electric utility companies started pre-emptively shutting off power through the PSPS program more frequently.
3. On October 25, 2019, CalOES released a Request for Proposals to California cities impacted by the PSPS program to provide up to \$500,000 to prepare for and respond to PSPS events. Funds awarded through this program may be used to procure fixed, long-term emergency electrical generation equipment, continuity plans, risk assessments for critical infrastructure, post event reports, public education materials or supplies to prepare for electric disruption.

**Consideration to Accept the Community Power Resiliency Allocation to Cities Program Grant Award and Approve a Resolution Appropriating the Funds**

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4. On November 12, 2019, the City submitted a proposal to purchase and install electric generators at San Fernando Recreation Park and Las Palmas Park through the PSPS grant program.
5. On February 21, 2020, the City receive notification from CalOES that the City's proposal was not accepted.
6. On October 9, 2020, CalOES released a second round of PSPS funding through the Community Power Resiliency Allocation Program.
7. On October 28, 2020, the City again submitted an application and proposal to purchase and install electric generators at San Fernando Recreation Park and Las Palmas Park through the PSPS grant program (Attachment "C").
8. On March 12, 2021, the City receive notification from CalOES that the City's proposal for an allocation of \$300,000 to purchase and install emergency generators at San Fernando Recreation Park and Las Palmas Park has been accepted.

**ANALYSIS:**

The City receives electric utility service from Southern California Edison (SCE) by way of the Lopez and Veteran circuits. The City has received PSPS shutoff notices for at least one of these two circuits for more than 23 events since July 1, 2019. Responding to a PSPS shutoff notice involves the coordination and mobilization of Police, Public Works and Recreation staff to ensure the Community Resource Centers (CRCs) are ready for operation in the event a PSPS event occurs.

Through an Agreement with SCE, the City operates two CRCs that are available when a PSPS event occurs:

1. San Fernando Recreation Park located at 208 Park Avenue; and
2. Las Palmas Park located at 505 S. Huntington Street.

Neither location currently has the ability to generate power on onsite in the event that the power to the affected facility is shut off or otherwise interrupted.

Recreation Park and Las Palmas Park facilities are designated to serve multiple critical functions during various emergencies. During emergency responses, the park facilities serve as:

- Cooling Centers when a Heat Advisory is issued by the County of Los Angeles Department of Public Health.



**Consideration to Accept the Community Power Resiliency Allocation to Cities Program Grant Award and Approve a Resolution Appropriating the Funds**

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- Medical Point of Dispensing (MPOD) for mass distribution of vaccines and/or medication during a public health emergency.
- Emergency shelters in the event of a major disaster.
- Community Resource Center during a PSPS event.

However, as previously noted, these locations do not currently have the ability to generate power onsite in the event of a power failure. Acceptance of the Community Power Resiliency Allocation Program will ensure the power stays on for these critical facilities during an emergency response, including responding to a future PSPS event.

**BUDGET IMPACT:**

Acceptance of the grant funds and approval of the attached Resolution appropriating \$300,000 in Community Power Resiliency Allocation Funds will fund the purchase and installation of two large capacity (200 kw) mobile generators. The City will provide an in-kind match of staff time through the Public Works – Facilities Division and Recreation and Community Services Department.

**CONCLUSION:**

It is recommended that the City Council accept the Community Power Resiliency Allocation to Cities Program Grant in the amount of \$300,000 and authorize the City Manager to execute all related documents.

**ATTACHMENTS:**

- A. Notice of Grant Award and Grant Agreement
- B. Resolution No. 8063
- C. Community Power Resiliency Allocation Program Application

April 5, 2021 CC/SA Agenda

(Cal OES Use Only)

Cal OES #	FIPS #	VS#	Subaward #
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## CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

### GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** City of San Fernando **1a. DUNS#:** 080073893

2. **Implementing Agency:** Recreation and Community Services Department **2a. DUNS#:** 080073893

3. **Implementing Agency Address:** 208 Park Avenue San Fernando 91340-2911  
(Street) (City) (Zip+4)

4. **Location of Project:** 208 Park Ave., San Fernando and 505 Huntington St, San Fernando Los Angeles 91340-2911  
(City) (County) (Zip+4)

5. **Disaster/Program Title:** Community Power Resiliency Allocation to Cities Program **6. Performance Period:** 7/1/2020 **to** 10/31/2021  
(Start Date) (End Date)

7. **Indirect Cost Rate:** N/A **Federally Approved ICR (if applicable):** N/A %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2020	PSPS	\$300,000				\$45,000	\$45,000	\$345,000
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
<b>Total</b>	<b>Project</b>	<b>Cost</b>	<b>\$300,000</b>		<b>\$300,000</b>		<b>\$45,000</b>	<b>\$45,000</b>	<b>\$345,000</b>

**13. Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

**14. CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

**15. Official Authorized to Sign for Subrecipient:**

Name: Nick Kimball Title: City Manager

Payment Mailing Address: 117 Macneil Street City: San Fernando Zip Code+4: 91340-2911

Signature:  Date: 10/28/2020

16. Federal Employer ID Number: 95-6000779

**(FOR Cal OES USE ONLY)**

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer)

(Date)

(Cal OES Director or Designee)

(Date)

Subrecipient: City of San Fernando Subaward #: \_\_\_\_\_

### **Project Narrative**

The City of San Fernando incorporated in 1911 is a City Council/City Manager form of government. The Recreation and Community Services Department is among seven departments providing services to approximately 24,465 residents. The City situated in 2.4 square miles of the Northeast San Fernando Valley and boarded by the Sylmar, Pacoima, Mission Hills, and Arita communities. Latinos account for 93% of the City's total population. Residents living at or below the 200 percentile of the Federal Poverty Level (FPL) is at 53%, and 20% of the residents are living below 100% of the FPL. A Quality of Life issue affecting the San Fernando household is the Housing Burden. Nearly half (48%) of the households spend 30% or more of their income on housing, while 23% of the households are experiencing a severe Household Burden spending 50% or more of their income on housing.

The total operating budget for the City is \$19,853,662. There is no current disaster reserve fund established. The City's Police Department Emergency Services Division responses to any emergency like a civil unrest, earthquake, etc. through the EOC. The Emergency Services Division was budgeted \$5,000 in FY 2020-2021 or approximately .03% of the total operating budget for the City. Any cost related to an emergency response due to a disaster would use the City's general fund.

The City receives electrical service from Southern California Edison's (SCE) Lopez and Veteran circuits. The City has dedicated approximately 46 staff hours

Subrecipient: City of San Fernando Subaward #: \_\_\_\_\_

responding to 23 PSPS shutoff notices issued by SCE between July 1, 2019 and present. Responding to a PSPS shutoff notices involves the coordination and mobilization of Police, Public Works and Recreation staff to ensure the Community Resource Center (CRC) is ready for operation in the event a PSPS event occurs.

The City will open two CRC under an agreement with SCE when a PSPS event occurs. SCE is asking that the CRC's have the capacity to have onsite back-up power generation during the PSPS event. One Center is housed at Recreation Park located at 208 Park Ave and the other is Located at Las Palmas Park - 505 Huntington St. Both locations currently do not have the ability to generate power on onsite. The City is requesting \$300,000 in Cal OES grant funds to purchase a commercial grade generator for each site.

Both Recreation Park and Las Palmas Park serve multiple functions in various emergencies. The parks are Cooling Centers during a Heat Advisory that is issued by the County of Los Angeles Department of Public Health (DPH). Between July 1, 2020 and present day 25 Heat Advisories have been Issued and approximately 289 city and neighboring community residents have taken advantage of the San Fernando Cooling Centers. In addition, the City is collaborating with DPH to establish a Public Medical Point of Dispensing (MPOD) site at the parks. An MPOD is a mass dispense site for vaccines and or medication during a public health emergency. The City also has an agreement with the American Red Cross so the parks can be shelters in the event of a major

Subrecipient: City of San Fernando Subaward #: \_\_\_\_\_

disaster. The Cal OES grant will ensure the power stays on for these public service programs and during a PSPS event.

The City of San Fernando Emergency Operation Plan (EOP) was created to assist City personnel in responding appropriately when emergency conditions present themselves. Keeping in mind these events are generally unpredictable, the EOP provides guidance and outlines the role of City personnel in an emergency. The City follows the principles of the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS), as well as Incident Command Systems (ICS) for field operations. The City's Executive Team last reviewed the EOP on October 21, 2020 for competency in mitigating the effects of an emergency.

The EOP details the handling of Public Safety Power Shutoff events or similar situation in Chapter 9 (Situations and Assumptions), Section 9.3.6 (Severe and Adverse Weather). The section States, the City of San Fernando geographic position makes it vulnerable to winds out of the northeast that can cause destructive patterns including massive tree blow downs, downed power poles and wires, and other associated electrical issues. This can result in property damage, road closures due to debris, and the potential of fire from downed wires, and compromised electrical situations. The combination of the windstorms and wildfires are a cause of concern. Especially because such conditions can affect the SCE's Lopez and Veteran's circuits. In a high PSPS event probability, the EOC activates and monitor surrounding events. Police and Public Works staff

Subrecipient: City of San Fernando Subaward #: \_\_\_\_\_

are on standby to mitigate traffic issues related to inoperable traffic signals, and Recreation staff prepare to open Community Resource Centers.

In the “City and Community Health Profiles” (June 2018) report conducted by the County of Los Angeles Department of Public Health compares the striking disparity seen across the county in wealth, opportunity, and environments are mirrored by stark inequalities in health. City San Fernando is among the lowest performing communities in Los Angeles County.

The medium household income in San Fernando is \$55,170 dollars. Food insecurity, or the inability to reliably afford or access sufficient quantities of healthy foods, affects 19% of the San Fernando households. There exist a high concentration (46%) of renter occupied housing in the community. Among those, households the percentage of low-income renters paying more than 50% of their income on housing costs is 33%.

The San Fernando community consist of 37% foreign-born residents and within these households, 18% report limited or no English proficient. Children living in such households lack the education opportunities of their counterparts. Children tend to have low reading skills and an increased risk for poor academic outcomes, including failing grades and dropping out of high school. This can have profound consequences for future health and longevity. Adults graduating for high school stand at 26% while only 12% of the population have a Bachelors Degree of higher.

The City San Fernando has three major freeways running parallel to the

Subrecipient: City of San Fernando Subaward #: \_\_\_\_\_

City affecting the air quality. The 118 freeway is on south side of the city, the 210 freeway on the east and the 5 freeway on the west. A major asphalt manufacturing company nearby also affects the City's air quality. Residents experience higher rates of lung cancer, chronic obstructive pulmonary disease and cardiovascular diseases as compared to better performing cities or community in the "City and Community Health Profiles" report.

Subrecipient: City of San Fernando Subaward #: \_\_\_\_\_**Budget Narrative**

The City of San Fernando is seeking Cal OES grant funds to provide on-site power generation at two park facilities that have been designated as Community Resource Centers in a PSPS event. The City is requesting \$300,000 to purchase two mobile generators with the capacity to produce 200 KW of power. The City anticipates providing \$45,000 of In-kind support services during the grant performance period. Cal OES grant funds will also purchase equipment need to connect power to the building. A Quick Connect Tap Boxes offer fast connection to a mobile emergency generator. The Box is permanently mounted to the building exterior and is electrically connected to a transfer switch. In the event of a power outage, the generator tap box is ready to receive temporary power quickly and safely via cabling needed to transfer the power from the generator to the Tap Box. The City will also use grant fund to educate the community on power resiliency. The table below items the cost of the grant request.

**Budget Outline**

Description	Qty	Unit Price	Price
Mobile Generator 200 KW w/Trailer	2	\$ 117,784.20	\$ 235,568.40
Quick Connection Tap Box	2	\$ 12,795.00	\$ 25,590.00
Cabling 600 AMP load	6	\$ 525.00	\$ 3,150.00
Educational Campaign	4	\$ 900.00	\$ 3,600.00
Staff (In-Kind)	10	\$ 4,500.00	\$ 45,000.00
			\$ -
			Subtotal \$ 312,908.40
			Freight \$ 5,000.00
			Tax \$ 27,091.61
			Total Cost \$ 345,000.01



Subrecipient: City of San Fernando Subaward #: \_\_\_\_\_

**RESOLUTION NO. 8063**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE 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 City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2020 and ending July 30, 2021, a copy of which is on file in the City Clerk's Office, was 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 following adjustments are made to the City Budget:

**COMMUNITY POWER RESILIENCY ALLOCATION TO CITIES PROGRAM GRANT**

Increase in Revenues	\$300,000
Account No. 010-3686-XXXX	

Increase in Expenditures	\$300,000
Account No. 010-370-XXXX-4600	

**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 5<sup>th</sup> day of April, 2021.**

**ATTEST:**

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

---

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. 8063 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 5<sup>th</sup> day of April, 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 \_\_\_\_\_, \_\_\_\_.

---

Julia Fritz, City Clerk

GAVIN NEWSOM  
GOVERNOR



MARK S. GHILARDUCCI  
DIRECTOR

March 12, 2021

Nick Kimball  
City Manager  
City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340-2911

SUBJECT: **NOTIFICATION OF SUBRECIPIENT ALLOCATION**  
Fiscal Year (FY) 2020 Community Power Resiliency Allocation to  
Cities Program  
Period of Performance: July 1, 2020, to October 31, 2021

Dear Mr. Kimball:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2020-21 Community Power Resiliency allocation in the amount of \$300,000. Cities are encouraged to support one or more of the Community Power Resiliency areas: schools, food storage reserves, and/or COVID-19 testing sites. Eligible activities under this allocation are limited to:

- Equipment-  
Funds may be used for the procurement of:
  - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
  - Generator fuel and fuel storage;
  - Redundant emergency communications (e.g., battery-powered radios);
  - Portable vehicle-mounted charging stations;
  - Portable battery-powered and rechargeable radio repeater and transmission equipment.



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 845-8859 TELEPHONE (916) 845-8511 FAX  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)

City of San Fernando

March 12, 2021

Page 2 of 3

- Plans-  
Funds may be used for the development/update of:
  - Continuity plans;
  - Contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;
  - Risk assessments for critical infrastructure and lifelines;
  - Post-event reports that identify lessons learned and corrective actions.
- Public education materials or supplies focused on individual family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- These funds shall not be used to secure, compensate, or backfill professional services contracts.
- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

All activities funded with this allocation must be completed within the Grant Subaward period of performance. Additionally, the Subrecipient is subject to the following requirements:

- As a condition of receiving funding, cities will be required to collaborate with their counties within their jurisdiction to support critical infrastructure and resiliency county-wide with a particular focus on public safety, vulnerable communities, and individuals with access and functional needs.
- Must ensure they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must provide a Progress Report on the expenditures of the funds. The Progress Report is due no later than **November 30, 2021**. This Progress Report shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or activity, and a description of each project or activity. The report shall also

City of San Fernando

March 12, 2021

Page 3 of 3

identify the specific outcomes achieved by each project or activity, including whether the project or activity was completed and whether it was used during power outages.

- Must coordinate with their city or county planning agency to ensure that the project is in compliance with the California Environmental Quality Act (CEQA) Public Resource Code, Section 21000 *et seq.*
- Comply with the California Public Records Act, Government Code Section 6250 *et seq.*
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

**The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.**

Subrecipient: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Your dated signature and above fillable information is required on this Notification of Subrecipient Allocation. Please sign and return requested information to [PSPS@CalOES.ca.gov](mailto:PSPS@CalOES.ca.gov) within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please email Cindy Logan at [PSPS@CalOES.ca.gov](mailto:PSPS@CalOES.ca.gov).

Sincerely,



MARK S. GHILARDUCCI  
Director



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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Matt Baumgardner, Director of Public Works

**Date:** April 5, 2021

**Subject:** A Public Hearing to Consider Adoption of an Ordinance Regarding Floodplain Management Regulations and Acceptance of the Federal Emergency Management Agency's Flood Insurance Study

### RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1701 (Attachment "A"), titled, "An Ordinance of the City Council of the City of San Fernando, California, amending Chapter 26, Article V (Floodplain Management) to adopt Floodplain Management regulations and an updated Flood Insurance Study issued by the Federal Management Agency."

### BACKGROUND:

1. On July 17, 2006, City Council adopted Ordinance No. 1572 adopting floodplain management regulations in accordance with the Federal Emergency Management Agency (FEMA) Flood Insurance Study.
2. On December 2, 2020, the FEMA sent a final letter of determination (Attachment "B") to the City regarding its updated Flood Insurance Study (FIS) of 100-year floodplain zones within the County of Los Angeles, including the City of San Fernando.
3. In January 2021, City and FEMA staff met to discuss the results of the updated FIS and it was recommended that the City adopt a modified floodplain management ordinance that accepts the findings of the study.

**A Public Hearing to Consider Adoption of an Ordinance Regarding Floodplain Management Regulations and Acceptance of the Federal Emergency Management Agency's Flood Insurance Study**

Page 2 of 3

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4. On March 8, 2021, a public hearing was held as part of the City's Planning and Preservation Commission meeting. Staff presented the results of the FIS and discussed Ordinance No. 1701, which is a minor amendment to the City's floodplain management regulations found in San Fernando Municipal Code Chapter 26, Article V. There were no objections or comments registered by the public and the Planning and Preservation Commission adopted Resolution No. 2021-001 (Attachment "C") recommending that the City Council adopt Ordinance No. 1701.

**ANALYSIS:**

The National Flood Insurance Program (NFIP) was established by the U.S. Congress through the passage of the National Flood Insurance Act of 1968. FEMA is responsible for managing the program, which provides flood insurance, enforces floodplain management regulations, and conducts flood hazard mapping for approximately 20,000 communities in the United States. In order to participate in the NFIP, communities must adopt an ordinance that provides floodplain management regulations and accepts the findings of FEMA's Flood Insurance Study.

FEMA periodically updates its mapping of flood hazards for communities through the issuance of a new Flood Insurance Study (FIS). As part of the study, FEMA determines, through very detailed hydraulic analyses, the 100-year Base Flood Elevation (BFE) for the area. This is the elevation a flood is expected to reach or exceed during a 100-year storm event. These are powerful storms that have a one-percent chance of occurring in any given year. Once this BFE is established, zones are created to show proximity to the flood area and referred to by FEMA as Special Flood Hazard Areas (SFHAs). These zones are shown in the FIS through a series of Flood Insurance Rate Maps (FIRM). If a portion of the community is located within the 100-year flood zone, then requirements are necessary to ensure that construction of building foundations are above the BFE in order to reduce risk of flood damage.

According to a final letter of determination from FEMA, no SFHAs exist at this time within San Fernando. FEMA has issued a new FIS report for the County of Los Angeles and Incorporated Areas that will take effect on June 2, 2021 (study found on the City website at: <https://ci.san-fernando.ca.us/wp-content/uploads/2021/02/FEMA-FIS-Study-June-2021-combined.pdf>).

In the case of the City of San Fernando, flood hazard mapping continues to show that the entire boundary of the City is in *Zone X*, which is defined as an area of minimal flood risk. There are no 100-year base flood elevations mapped for the City. As a comparison to zones that include SFHAs, *Zone X* has a 0.2-percent probability of seeing a flood that could reach foundation elevations in any given year. This is the statistical equivalent of a 500-year storm event. Nevertheless, FEMA still encourages communities that reside completely within *Zone X*, to maintain floodplain regulations and accept the FIS report through the adoption of an ordinance. These are the key steps for participation in the NFIP. Failure to comply with these measures could result in delays

**A Public Hearing to Consider Adoption of an Ordinance Regarding Floodplain Management Regulations and Acceptance of the Federal Emergency Management Agency's Flood Insurance Study**

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or barriers to receiving assistance from FEMA during any future flood disasters that might occur in the City.

**BUDGET IMPACT:**

There is no impact to the budget by adopting Ordinance No. 1701.

**CONCLUSION:**

In light of the analysis, it is staff's assessment that while the City resides in an area determined to be of minimal risk for flooding it would be prudent to actively maintain floodplain management regulations and accept the findings of FEMA's updated Flood Insurance Study.

Therefore, staff recommends that the City Council adopt Ordinance No. 1701, which amends the City's floodplain management regulations and accepts the updated Flood Insurance Study.

**ATTACHMENTS:**

- A. Ordinance No. 1701
- B. Final Flood Hazard Determination Letter from FEMA, dated December 2, 2020.
- C. Planning and Preservation Commission Resolution 2021-001

**ORDINANCE NO. 1701**

**AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SAN FERNANDO  
AMENDING CHAPTER 26, ARTICLE V (FLOODPLAIN MANAGEMENT) TO  
ADOPT FLOODPLAIN MANAGEMENT REGULATIONS AND AN UPDATED  
FLOOD INSURANCE STUDY ISSUED BY THE FEDERAL EMERGENCY  
MANAGEMENT AGENCY**

**WHEREAS**, the City of San Fernando ("City") participates in the National Flood Insurance Program ("NFIP") pursuant to the National Flood Insurance Act of 1968 (the "Act"); and

**WHEREAS**, the Department of Homeland Security's Federal Emergency Management Agency ("FEMA") has request updates to the City's floodplain management regulations in order to remain in compliance with Code of Federal Regulations, Title 44, Section 60.3(d); and

**WHEREAS**, on March 8, 2021, the Planning and Preservation Commission considered Ordinance No. 1701 at a duly noticed public hearing; found after due study, deliberation and public hearing that the proposed Ordinance will further promote the health, safety and welfare of the community by ensuring continued eligibility of the NFIP; and adopted Resolution No. 2021-001 recommending the City Council adopt Ordinance No. 1701 amending certain subsections of Chapter 26, Article V of the San Fernando Municipal Code; and

**WHEREAS**, on \_\_\_\_\_, 2021, the City Council of the City (the "City Council") considered Ordinance No. 1701 at a duly noticed public hearing; and

**WHEREAS**, on \_\_\_\_\_, 2021, the City Council finds, after due study, deliberation and public hearing that the proposed Ordinance will further promote the health, safety and welfare of the community by ensuring continued eligibility of the NFIP.

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

**SECTION 1.** The facts set forth in the recitals above are true and correct and incorporated into the body of this Ordinance by this reference.

**SECTION 2.** Subsections of Chapter 26, Article V (Floodplain Management) of the San Fernando Municipal Code are hereby amended to read as follows:

**Sec. 26-153. - Statutory authorization and purpose.**

Replace subsection (b) with the following paragraph:

(b) *Basis for establishing flood-prone areas.* The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the “Flood Insurance Study (FIS) for Los Angeles County and Incorporated Areas” dated September 26, 2008, with accompanying Flood Insurance Rate Maps (FIRM’s) and Flood Boundary and Floodway Maps (FBFM’s), dated February 11, 1976, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this ordinance. This FIS and attendant mapping is the minimum area of applicability of this Article and may be supplemented by studies for other areas which allow implementation of this Article and which are recommended to the City of San Fernando City Council by the Floodplain Administrator. The study, FIRM’s and FBFM’s are on file at the Office of the City Clerk, City of San Fernando, 117 Macneil Street, San Fernando, CA 91340.

**Sec. 26-154. - Administration.**

Add new paragraph (d) following subsection 26-154.a.1.c.:

d. Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

**SECTION 3. CEQA.** This Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Section 15061(b)(3) because the code amendment will not result in a direct or reasonably foreseeable indirect physical change in the environment, does not constitute a “project,” and has no potential for causing a significant effect on the environment.

**SECTION 4. Inconsistent Provisions.** Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

**SECTION 5. Severability.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and such section, subsection, sentence, clause, phrase or portion may be declared invalid or unconstitutional.

**SECTION 5. Publication.** The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

ORD. NO. 1701

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando this  
\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard A. Padilla, Assistant  
City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Ordinance No. 1701 which was introduced on \_\_\_\_\_, \_\_\_\_ and adopted by the City Council of the City of San Fernando, California at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, 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 \_\_\_\_\_, \_\_\_\_.

---

Julia Fritz, City Clerk



## Federal Emergency Management Agency

Washington, D.C. 20472



December 2, 2020

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:  
206R-CW

The Honorable Joel Fajardo  
Mayor, City of San Fernando  
City Hall  
117 North Macneil Street  
San Fernando, California 91340

Community: City of San Fernando,  
Los Angeles County, California  
Community No.: 060628  
Map Panels Affected: See FIRM Index

Dear Mayor Fajardo:

This is to formally notify you of the final flood hazard determination for your community, effective as of June 2, 2021, in accordance with Part 67, Chapter I, Title 44 of the Code of Federal Regulations. As a result of the countywide study for Los Angeles County, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) has determined that no Special Flood Hazard Areas (SFHAs) exist at this time within the corporate limits of your community. This does not preclude future determinations of SFHAs that could be necessitated by changed conditions affecting the community or the availability of new scientific or technical data about flood hazards.

The effect of this determination is that compliance with the National Flood Insurance Program (NFIP) regulations within areas not designated as SFHAs is not required as a condition of participation in the NFIP. While FEMA has determined that your community does not contain SFHAs (areas inundated by a flood having a 1% chance of being equaled or exceeded in any given year, i.e., the base flood), it should be recognized that floods larger than the 1% annual chance flood do occur. Therefore, your community should exercise care in evaluating new development that could aggravate or create flood problems in your community or in adjacent communities.

By continuing its participation in the National Flood Insurance Program (NFIP) under the Regular Phase, your community makes flood insurance coverage available to your citizens on a voluntary basis. While no new floodplain management measures are required as a result of the new maps for City of San Fernando, your community is encouraged to implement regulatory measures to protect development from known, local hazards. If your community is located on printed FEMA map panels, you will receive copies of those panels and the Flood Insurance Study (FIS) report for information purposes before the June 2, 2021 effective date.



If you should require any additional information, please do not hesitate to contact the Director, Federal Insurance and Mitigation Division of FEMA in Oakland, California, at (510) 627-7100 for assistance. If you have any questions concerning mapping issues in general, please call our FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Frequently Asked Questions Regarding the Effects that Revised Flood Hazards have on Existing Structure*, *Use of Flood Insurance Study (FIS) Data as Available Data*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <https://www.floodmaps.fema.gov/lfd>. Paper copies of these documents may also be obtained by calling our FMIX at the toll free number shown above.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luis Rodriguez', with a stylized flourish at the end.

Luis Rodriguez, P.E., Director  
Engineering and Modeling Division  
Federal Insurance and Mitigation Administration

cc: Community Map Repository  
Matt Baumgardner, Public Works Director, City of San Fernando  
Kelly Soule, State NFIP Coordinator, California Department of Water Resources  
Mike Mierzwa, State Floodplain Manager, California Department of Water Resources  
MD Haque, State Floodplain Mapping Lead, California Department of Water Resources

**RESOLUTION NO. 2021-001**

**A RESOLUTION OF THE PLANNING AND PRESERVATION COMMISSION OF THE CITY OF SAN FERNANDO RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTER 26, ARTICLE V (FLOODPLAIN MANAGEMENT) TO ADOPT FLOODPLAIN MANAGEMENT REGULATIONS AND AN UPDATED FLOOD INSURANCE STUDY ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY**

WHEREAS, the City of San Fernando ("City") participates in the National Flood Insurance Program ("NFIP") pursuant to the National Flood Insurance Act of 1968 (the "Act"); and

WHEREAS, the Department of Homeland Security's Federal Emergency Management Agency ("FEMA") has request updates to the City's floodplain management regulations in order to remain in compliance with Code of Federal Regulations, Title 44, Section 60.3(d); and

WHEREAS, the Planning and Preservation Commission has considered Ordinance No. 1701 at a duly noticed public hearing on March 8, 2021; and

WHEREAS, the Planning and Preservation Commission finds, after due study, deliberation and public hearing that the proposed Ordinance will further promote the health, safety and welfare of the community by ensuring continued eligibility of the NFIP.

NOW, THEREFORE, BE IT RESOLVED that the Planning and Preservation Commission of the City of San Fernando hereby recommends that the City Council adopt Ordinance No. 1701 amending Section 26, Article V of the San Fernando Municipal Code as attached hereto as Exhibit "A" and incorporated herein by this reference.

PASSED, APPROVED AND ADOPTED this 8th day of March 2021.

  
ALVIN DURHAM, CHAIRPERSON

ATTEST:



TIMOTHY T. HOU, AICP, SECRETARY TO THE PLANNING  
AND PRESERVATION COMMISSION

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

I, TIMOTHY T. HOU, Secretary to the Planning and Preservation Commission of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the Planning and Preservation Commission and signed by the Chairperson of said City at a meeting held on the 8<sup>th</sup> day of March 2021; and that the same was passed by the following vote, to wit:

AYES:           5 - I. Gonzalez, A. Montes, A. Durham, H. Pacheco, and M. Perez

NOES:           0 - None

ABSENT:        0 - None

ABSTAIN:       0 - None



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TIMOTHY T. HOU, AICP, SECRETARY TO THE PLANNING  
AND PRESERVATION COMMISSION

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** April 5, 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

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### City Facilities Reopening.

Effective, April 19, 2021, City Hall will be reopened to the public with normal hours (i.e., Monday through Thursday, 7:30 am to 5:30 pm). City Hall will remain closed on Fridays and certain services will be by appointment only until the County of Los Angeles enters the yellow tier of the Blueprint for a Safer Economy plan.

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.

Most indoor recreational facilities remain closed to the public. Customers are urged to contact the Recreation and Community Services Department at (818) 898-1290 or [Recreation@sfcity.org](mailto:Recreation@sfcity.org) prior to visiting to check on availability of services.

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

LiveSan services and the Court Commitment Program have both resumed at the Police Department. Customers are urged to contact the Police Department at (818) 898-1267 or [Police@sfcity.org](mailto:Police@sfcity.org) prior to visiting to check on availability of services.

### 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
5	March 20, 2021	Las Palmas Park	112

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

Page 3 of 7

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The next distribution date (Round 6), which is expected to be the final distribution under the current program, is tentatively scheduled for April 17, 2021. The application deadline for the April 17, 2021 distribution is April 5, 2021. Applications for this program are currently available on the City's website: [SFCITY.ORG/Coronavirus/#Resident-Resources](https://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 April 2021. Applications for this program are currently available on the City's website: [SFCITY.ORG/Coronavirus/#Business-Resources](https://SFCITY.ORG/Coronavirus/#Business-Resources).

### 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 for testing 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 Distribution.

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 (age 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 (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. Additionally, LACDPH

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has indicated that the State of California has changed its vaccine rollout strategy after completion of Phase 1B and plans to transition to age-based eligibility, allowing California to scale up and down quickly, while ensuring vaccine goes to disproportionately impacted communities.

On March 15, 2021, LACDPH announced that additional sectors of Phase 1B (age 16 to 64 with qualifying medical conditions or disabilities) would become eligible to be vaccinated in Los Angeles County, effective immediately. Visit the City's website for the full list of eligible groups, as well as the required documentation: [SFCITY.ORG/Coronavirus/#COVID-19-Vaccine](https://www.sfcity.org/coronavirus/#COVID-19-Vaccine).

On March 25, 2021, Governor Newsom announced that all individuals age 50 and older would become eligible to be vaccinated in California, effective April 1, 2020; and all individuals age 16 and older would become eligible to be vaccinated in California, effective April 15, 2021.

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

- LACDPH Online portal: [VaccinateLACounty.com](https://vaccinate.lacounty.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://www.sfcity.org/coronavirus/#COVID-19-Vaccine).

Recently, LACDPH has released data regarding COVID-19 Vaccine doses administered, by community. According to their data, as of March 24, 2021, 3,794,829 have been administered in Los Angeles County (1,232,348 second doses). As of March 22, 2021, 4,853 (26%) San Fernando residents over the age of 18 have received at least one dose of the COVID-19 Vaccine.

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 "D"), Myths about COVID-19 Vaccines (Attachment "E"), and COVID-19 Vaccine Scams (Attachment "F") informational brochures. Additional information relating to the COVID-19 vaccine may be found on the DPH website: <http://publichealth.lacounty.gov/media/Coronavirus/vaccine/>.

### Upcoming Vaccination Opportunities.

The City has been working with many community and healthcare partners to provide opportunities for eligible San Fernando residents to receive the vaccine. Residents may register online ([SFCITY.ORG/CORONAVIRUS/#COVID-19-Vaccine](https://www.sfcity.org/coronavirus/#COVID-19-Vaccine)) to receive vaccine specific updates.

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The following vaccination opportunities are available in the City of San Fernando in April 2021:

- San Fernando Recreation Park: Vaccine appointments are offered Tuesdays through Saturdays (subject to vaccine availability). Residents may register online at <https://carbonhealth.com/covid-19-vaccines/los-angeles>.
- Las Palmas Park: On April 5, 2021, there will be a mobile vaccination clinic with approximately 450 appointments for residents eligible under Phases 1A and 1B; the particular vaccine formula is unknown at the writing of this report. Residents may call Las Palmas Park ((818) 898-7340) to register for an appointment.
- San Fernando Swap Meet: On April 14, 2021 and April 28, 2021, there will be a mobile vaccination clinic offering approximately 1,000 doses of the Janssen vaccine each date. Residents may register online at [BIT.LY/LACBSPVaccine1](https://bit.ly/LACBSPVaccine1).
- Santa Rosa Catholic Church: On April 28, 2021 and April 29, 2021, there will be a mobile vaccination clinic with approximately 500 appointments available (250 each day). More information regarding this event will be provided as the event approaches.
- San Fernando Community Health Center and Northeast Valley Health Corporation: Both of these federally qualified health centers receive a limited supply of vaccine. Residents may contact the following vaccination hotlines for additional information:
  - San Fernando Community Health Center: Call (818) 963-5690.
  - Northeast Valley Health Corp: Call (818) 792-4949 to check availability.

### 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

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- Additional resources, including for community and peer support; for families, parents and children; for healthcare providers, and more.

### **BUDGET IMPACT:**

#### American Rescue Plan Act.

On March 12, 2021, President Biden signed the American Rescue Plan Act into law. The American Rescue Plan 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 by staff as it becomes available.

#### 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

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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.

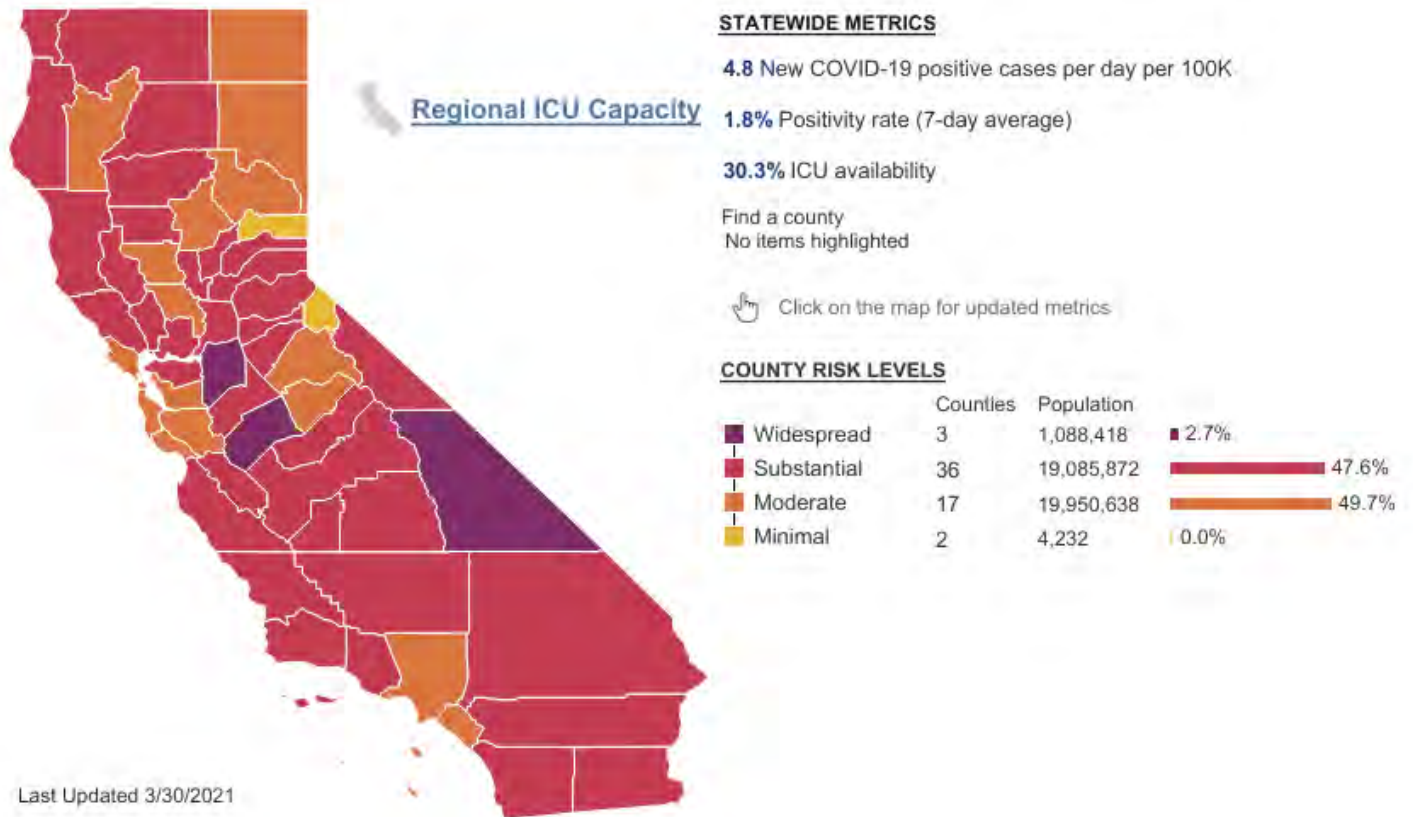
<b>COVID Relief Program</b>	<b>Est. Cost to General Fund</b>	<b>Est. Cost to Other Funds</b>
Waive Business License Processing Fees	\$68,000	-
Interest Free Payment Plan for Business License	-	-
Business License Delinquent Fee Amnesty Program	-	-
Mall Maintenance Assessment Waiver	\$85,000	-
Parking 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 31, 2021
- C. COVID-19 Vaccine Distribution Phases
- D. COVID-19 Vaccine Frequently Asked Questions
- E. Myths about COVID-19 Vaccines
- F. COVID-19 Vaccine Scams

As of 3/30/21

## 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

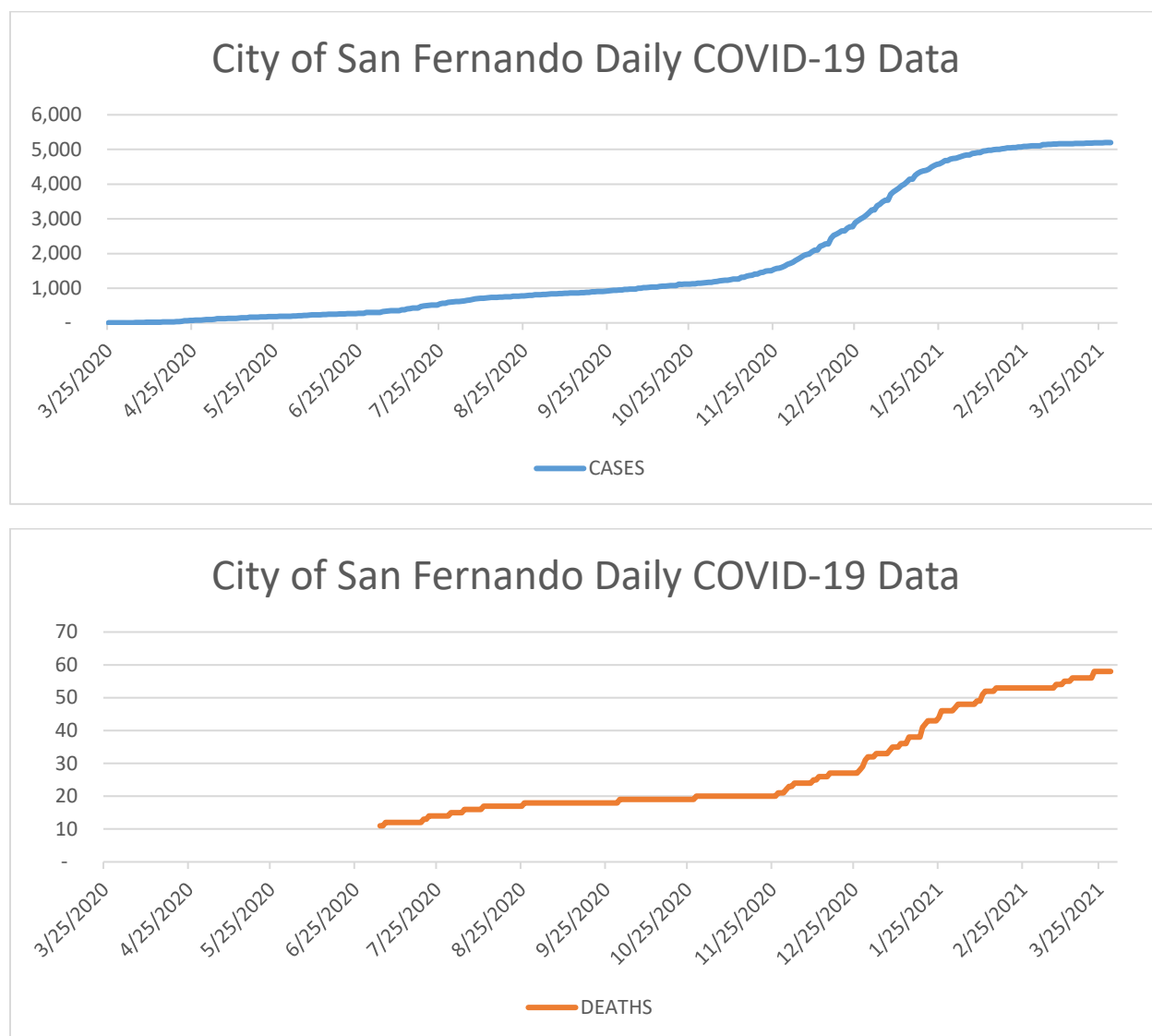
**SOURCE:**

<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 31, 2021)**

**Total Cases: 5,198**

**Total Deaths: 58**



## 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 29, 2021)**

**Total Cases: 26**

**Crude Case Rate: 106**

**Adjusted Case Rate: 112**

#### **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	7068	73.23	71.94	9651332
Los Angeles - Venice	56	165	239	33885
Los Angeles - Harvard Park	62	163	164	37935
Unincorporated - Lake Los Angeles	20	154	155	12994
Los Angeles - Downtown	36	131	151	27507
City of Artesia	23	137	145	16795
Los Angeles - Hancock Park	21	123	141	17039
Los Angeles - Sun Valley	70	133	134	52483
Los Angeles - Brentwood	35	113	131	30955
Los Angeles - Valley Village	27	109	127	24720
City of El Segundo	20	119	124	16786
Unincorporated - Willowbrook	45	129	120	34913
Los Angeles - Mission Hills	31	129	119	24124
<b>City of San Fernando</b>	<b>26</b>	<b>106</b>	<b>112</b>	<b>24612</b>
Los Angeles - Pacoima	85	110	110	76979
Los Angeles - Miracle Mile	23	128	109	17985
Los Angeles - Sylmar	91	110	109	82398
City of Bell Gardens	47	109	108	43071
City of Beverly Hills	34	98	105	34520
Los Angeles - Arleta	37	108	105	34370
Los Angeles - West Hills	46	113	105	40545
Unincorporated - Castaic	27	99	105	27191
City of Bell	36	99	104	36332
Los Angeles - Pacific Palisades	20	94	102	21291
City of Santa Clarita	226	103	100	220424
Los Angeles - Winnetka	53	102	100	51786

(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

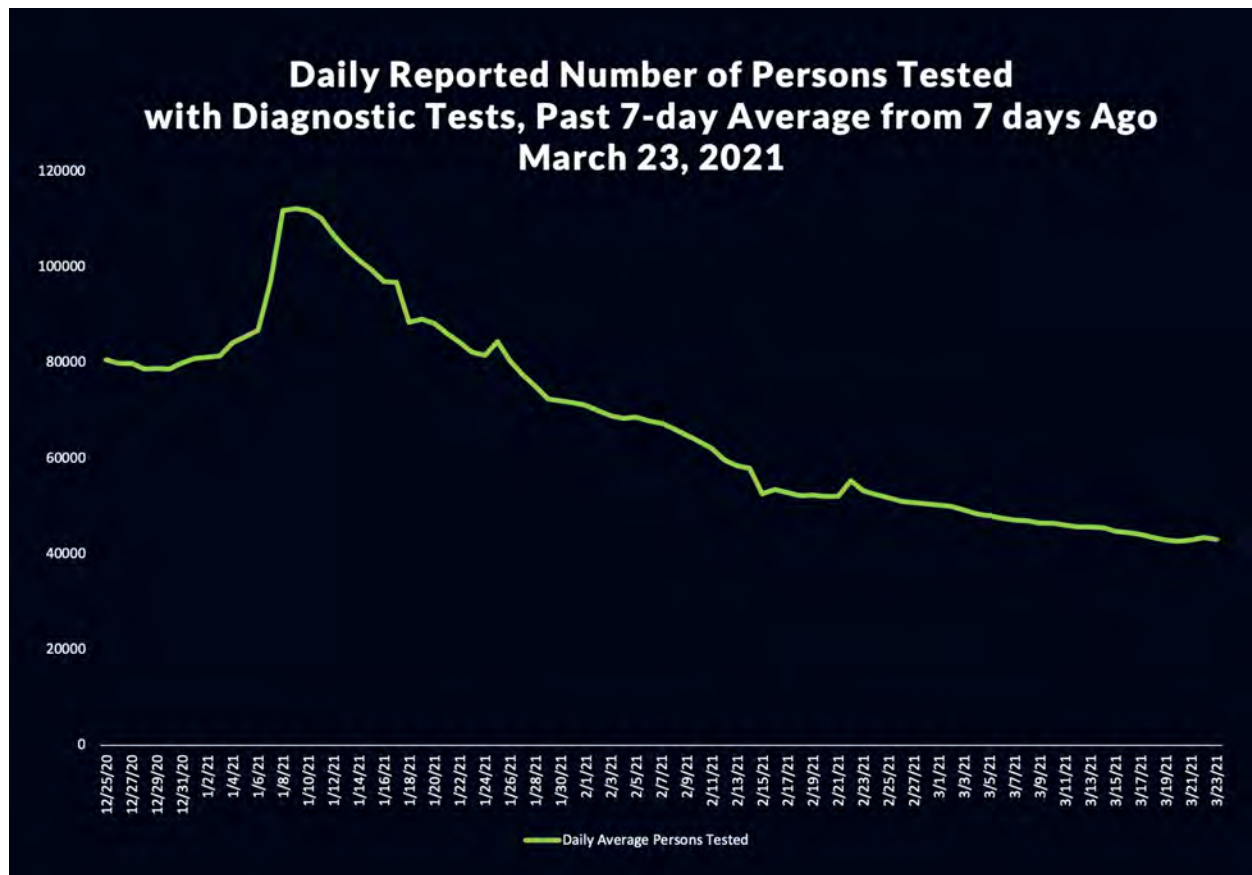
SOURCE:

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; 3/31/21 @ 1 pm.

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

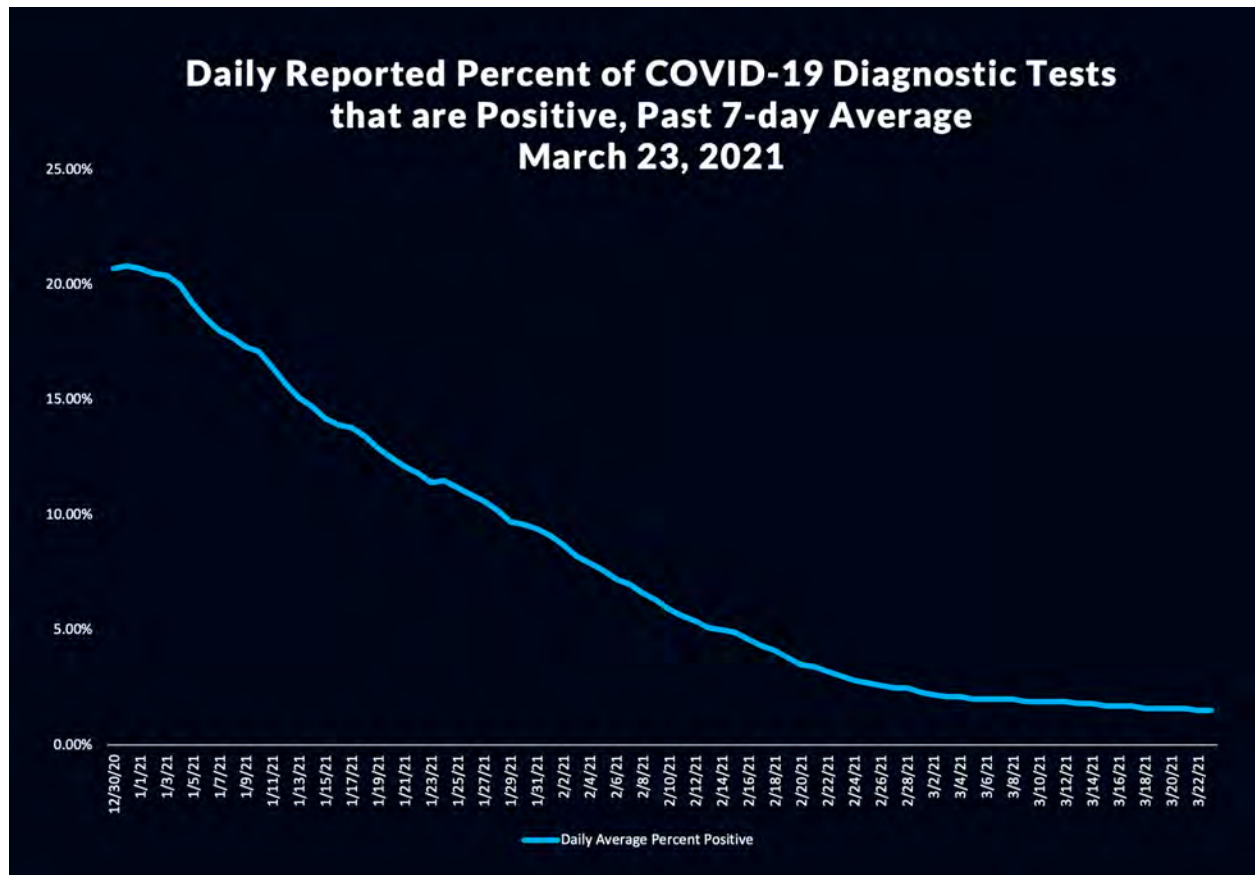
7-Day Daily Average: 43,047

Total Number of People Tested: 6,080,900



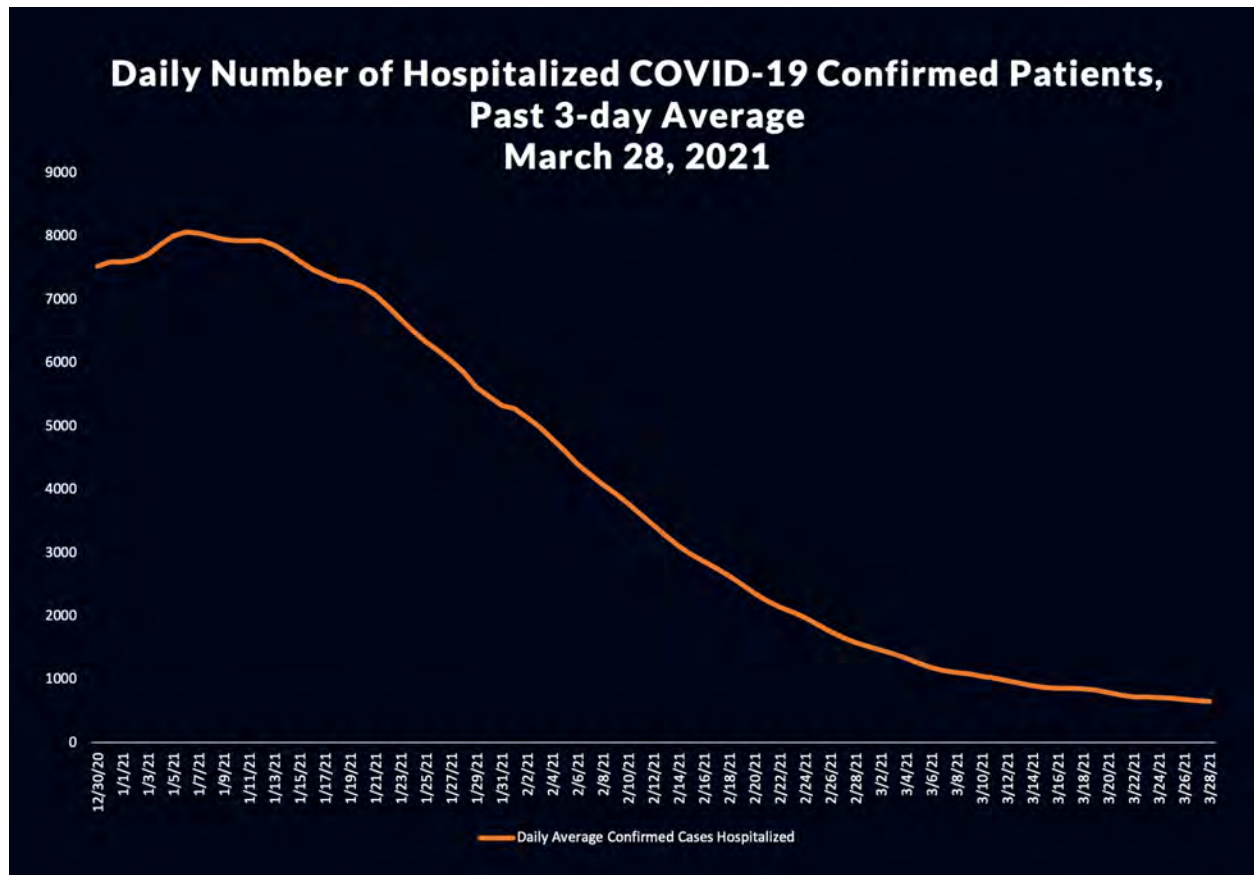
**Graph 2: Daily Reported Percent Positive for COVID-19**

**7-Day Daily Average: 1.5%**



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

**Current Hospitalizations (3/30/21): 649**



# COVID-19 VACCINE DISTRIBUTION PHASES ATTACHMENT "C"

## Phase 1A (Tier 1)

- 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.



# Los Angeles County 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

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** April 5, 2021

**Subject:** Discussion and Presentation of Recommended City Council Strategic Goals for the Fiscal Years 2021-2022 Through Fiscal Year 2026-2027

### RECOMMENDATION:

It is recommended that the City Council:

- a. Review and discuss the recommended City Council Strategic Goals to guide budget development for Fiscal Years (FY) 2021-2022 through Fiscal Year 2026-2027 (Attachment "A") and propose amendments, if appropriate; and
- b. Approve the recommended Five-year City Council Strategic Goals for FY 2022–2027, as amended.

### BACKGROUND:

1. As part of the annual budget development process, the City Council is asked to set Strategic Goals and Priorities for the upcoming fiscal year. The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager's Proposed Budget.
  - a. Citywide Strategic Goals articulate long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Strategic Goals tend to remain relatively stable over time.
  - b. City Council Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year. Priorities typically fit within Citywide Strategic Goals, but provide a more specific focus for the upcoming year.
2. In January 2021, the City Manager asked each Department Head to develop a list of recommended priorities for City Council discussion. This request was made for two reasons:

**Discussion and Presentation of Recommended City Council Strategic Goals for the Fiscal Years 2021-2022 Through Fiscal Year 2026-2027**

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- a. Update the priority list based on current needs rather than continue to carry over older priorities; and
  - b. Provide each department with the opportunity to identify a vital need in their department to continue to offer the same level of service to City residents.
3. On February 1, 2021, the City Council was scheduled to discuss the City Council Priorities for fiscal year (FY) 2021-2022 during the Regular City Council Meeting, however, due to the late hour, the item was adjourned to February 3, 2021.
4. On February 3, 2021, the City Council tabled the City Council Priorities discussion to the Regular City Council Meeting on February 16, 2021.
5. On February 11, 2021, the Visioning and Resiliency Ad Hoc (Mendoza, Montanez) met to discuss the scope and goals of the Ad Hoc. During the meeting, it became evident that many of the objectives of the Ad Hoc aligned with the 5-year Citywide Strategic Goals that are typically developed through the annual budget process. Consequently, staff developed a recommendation to refer the City Council Priorities and Citywide Strategic Goals to the Visioning and Resiliency Ad Hoc for more in-depth review and discussion.
6. On February 16, 2021, pursuant to staff's recommendation, the City Council referred the City Council Priorities item to the Visioning and Resiliency Ad Hoc (Mendoza, Montanez) to focus on developing recommended Citywide Strategic Goals.
7. On February 25, 2021, March 9, 2021, and March 24, 2021, the Ad Hoc met to discuss Citywide Strategic Goals to replace City Council Priorities and guide annual budget development for the next five years.

**ANALYSIS:**

Citywide Strategic Goals (Attachment "A") provide broad context for budget development to ensure staff is working toward achieving the organization's long-term objectives; while City Council Priorities provide each Councilmember with the opportunity to introduce a short-term project or program that fits within the long-term objectives.

To avoid inconsistency between Citywide Strategic Goals and City Council Priorities, the Visioning and Resiliency Ad Hoc recommends combining these efforts by developing more detailed and comprehensive Citywide Strategic Goals. The recommended Citywide Strategic Goals provide a clear vision to assist staff with focusing work plans and a roadmap for budget development over the next 5 years to assist with allocating budget resources toward achieving those goals.

**Discussion and Presentation of Recommended City Council Strategic Goals for the Fiscal Years 2021-2022 Through Fiscal Year 2026-2027**

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The Ad Hoc recommends the Citywide Strategic Goals focus on the following areas:

1. Safe and Healthy Community
2. Community First
3. Recover Stronger Than Ever
4. Beautiful Homes and Neighborhoods
5. Climate Resilience and Environmental Justice
6. Safe and Active Streets
7. Resilient and Reliable Infrastructure
8. Financial Strength and Stability

The recommended Citywide Strategic Goals articulate goals and objectives that the City of San Fernando will work to achieve over the next five years. The Strategic Goals provide context for budget development and revenue priorities to ensure the City Council, City Manager, Department Directors, City Commissions and all city employees are working to achieve the City's long-term vision, goals and objectives. The Strategic Goals are reviewed annually and may be amended by City Council as needed.

**BUDGET IMPACT:**

Discussion of the Citywide Strategic Goals is included in the City Manager and Finance Department annual work programs and are an integral part of setting the tone and providing guidance to the City Manager for preparation of the City Manager's Proposed Budget. Staff will provide the financial impact of achieving long-term strategic goals during the FY 2021-2022 Budget Study sessions.

**CONCLUSION:**

Staff recommends that City Council review and discuss recommended Citywide Strategic Goals for fiscal years 2022 through 2027 and provide direction to staff, as appropriate.

**ATTACHMENT:**

- A. Citywide Strategic Goals 2022 - 2027





CITY OF SAN FERNANDO

# 2022-2027 Strategic Goals





## Historic & Visionary

As the home of the Fernandeano-Tataviam indigenous people and incorporated in 1911, the City of San Fernando is one of California's charming historic small towns.

The *City-wide Strategic Goals* articulate goals and objectives that the City of San Fernando will work to achieve over the next five years. The Strategic Goals provide context for budget development and revenue priorities to ensure the City Council, the City Manager, Department Directors, City Commissions and all city employees are working to achieve the City's long-term vision, goals and objectives. The Strategic Goals are reviewed annually and will be amended by City Council as needed.

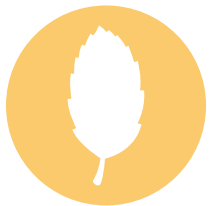


# 2022-2027 Strategic Goals

*The strategic goals guiding the development of the fiscal year 2021-2022 budget are:*



SAFE AND HEALTHY COMMUNITY



COMMUNITY FIRST



RECOVER STRONGER THAN EVER



BEAUTIFUL HOMES AND  
NEIGHBORHOODS

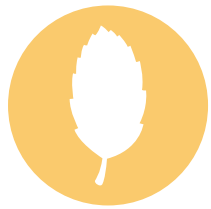




## 2022-2027 Strategic Goals (continued)



CLIMATE RESILIENCE AND  
ENVIRONMENTAL JUSTICE



SAFE AND ACTIVE STREETS



RESILIENT AND RELIABLE  
INFRASTRUCTURE



FINANCIAL STRENGTH AND  
STABILITY

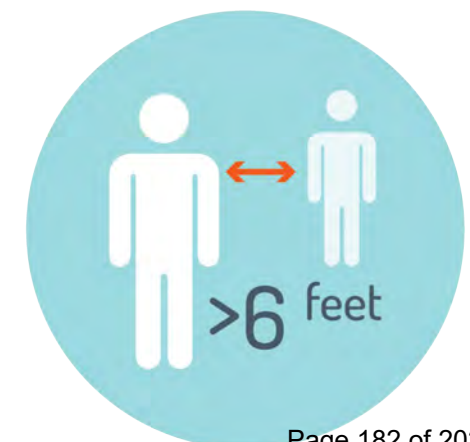
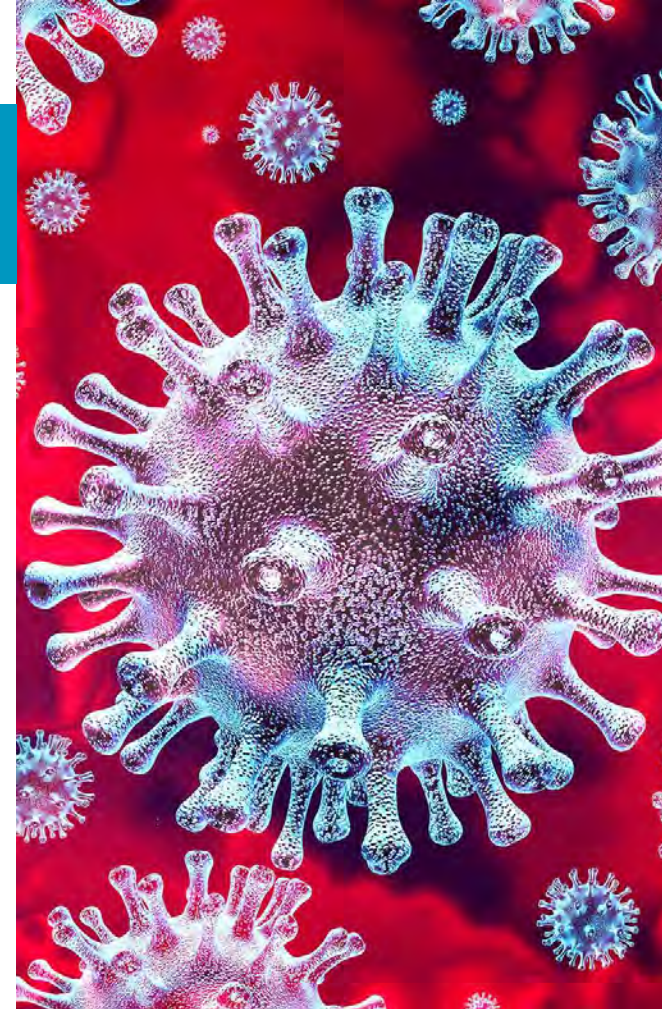




## SAFE AND HEALTHY COMMUNITY

### COVID-19 Pandemic Response and Vaccination Plan

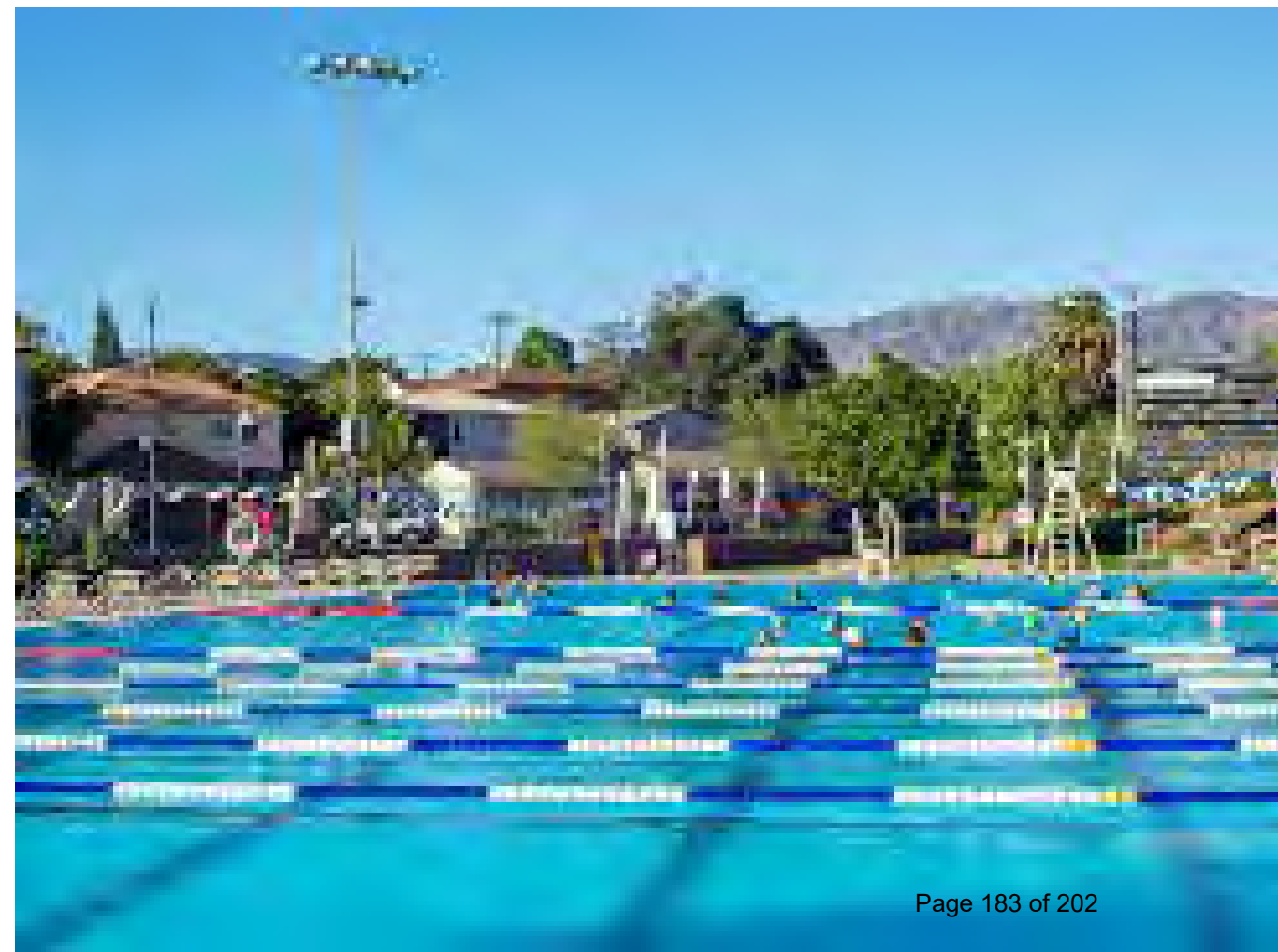
1. Work with elected officials, state and county agencies, and community partners to vaccinate 75% of the 65+ senior population and eligible general population by December 31, 2021, while continuing the free COVID-19 testing program.
2. Provide useful public education, protect public health, enforce public health orders, maintain public safety, and support residents and businesses hit hardest by COVID-19.
3. Increase capability to disseminate timely and relevant information to the community through effective communication channels and community partners.
4. Support federal, state and local funding for COVID-19 relief programs, especially for most impacted communities.





## COMMUNITY FIRST

1. Provide a high standard for service and quality of life for San Fernando taxpayers, residents and community members through our top-notch San Fernando Police Department, community-based public safety programming, efficient service delivery, access to local government, and excellent public service.
2. Increase San Fernando Police Department resources for personnel, equipment, training and community-based policing options.
3. Explore opportunities to expand recreation and sports programs, senior programs, and the *Healthy San Fernando* initiative.
4. Improve the City's use of technology to enhance customer service, work more efficiently, improve transparency for residents, businesses and other stakeholders, and increase community access to broadband.





# RECOVER STRONGER THAN EVER

1. Pursue economic development opportunities to bolster the City's revenue and promote the City's healthy business climate, top-notch City services, historic neighborhoods and arts and cultural resources.
2. Integrate and highlight San Fernando's history, art and culture into cultural and economic development plans. Support economic development efforts, including music and arts projects/programs, that highlight San Fernando's native American and Latin American roots.
3. Provide technical and financial assistance programs for small business retention, expansion and recruitment. (Business One-Stop Center)
4. Enhance the historic downtown business corridor through the creation of a Downtown Master Plan, architectural design and signage standards, business development support and pedestrian focused improvements.
5. Attract and retain private investment in the Maclay corridor and support place-making efforts.
6. Attract well-paying jobs to the City's industrial corridors and commercial zones by focusing on growing industries including, but not limited to, climate resiliency research and development, clean energy and other emerging technologies, and arts and entertainment.
7. Beautify the Civic Center through investment in public buildings and infrastructure, including modernizing the City's Police Station, City Hall and Public Works support facilities, and supporting the Los Angeles Unified School District efforts to restore and rehabilitate the historic San Fernando Auditorium and Morningside Auditorium to be used as a public theatre.
8. Invest in creating Business/Economic Development Manager and Planning/Architecture Manager positions.





1. Promote home ownership and first time homeowner programs, particularly programs that provide home ownership opportunities for current San Fernando residents/renters.
2. Explore programs that provide technical assistance, architectural guidance, and financial support for the preservation and restoration of historic residential homes.
3. Explore programs that provide technical assistance, architectural guidance, and financial support for home rehabilitation for low- and moderate-income homeowners.
4. Develop a Homeless Plan and policies to support unsheltered and under housed individuals and families.
  - A. Update accessory dwelling unit and junior accessory dwelling unit ordinance to improve the City's affordable housing supply.
  - B. Develop policies for individuals dwelling in vehicles and other sheltered locations.
  - C. Develop policies, financial literacy and financial incentives to address displacement pressures for individuals and families that are functionally under housed.

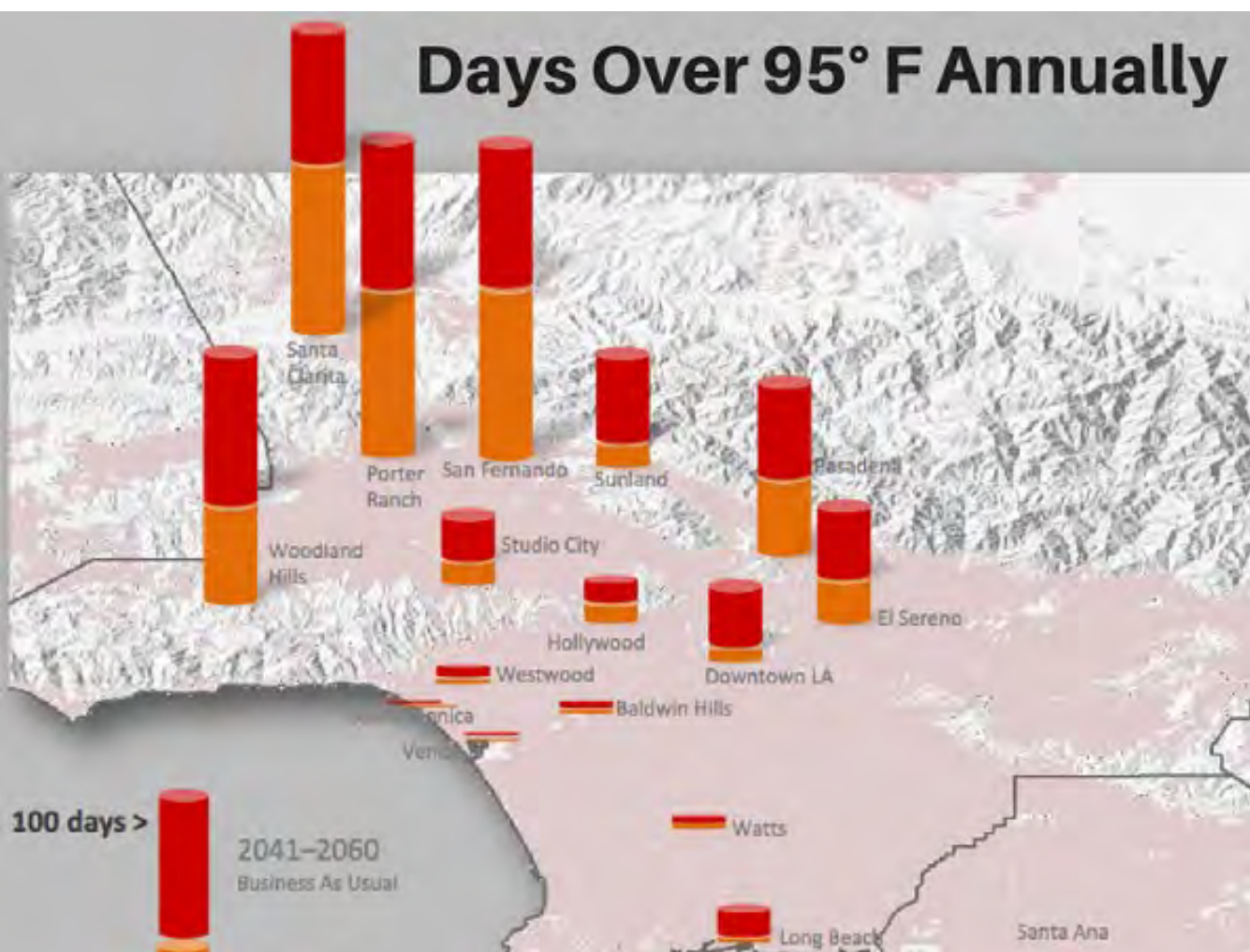






## CLIMATE RESILIENCE AND ENVIRONMENTAL JUSTICE

1. Protect public health and the City's natural resources by promoting energy efficient capital improvements, developing plans to reduce climate-related risks, and supporting federal and state legislative efforts to increase climate resilience and adaptation funding for impacted communities like San Fernando.
2. Continue investment in tree planting and care efforts and strengthen the City's urban forest to improve air quality, expand native habitat and address extreme heat and heat island impacts.
  - A. Increase tree canopy coverage by 33% by the end of fiscal year 2027 (i.e. add approximately 2,000 trees).
  - B. Seek resources to develop and implement an Urban Forest Management Plan.
3. Safeguard the City's water quality and local water supply through risk, resiliency and redundancy improvements, infiltration projects, treatment and storage improvements, and conservation programs.
  - A. Complete the *San Fernando Park Infiltration Project* by the end of fiscal year 2025. This project will infiltrate up to 400 acre feet of water annually (130.3 million gallons) and prevent this captured water from going into the Pacoima Wash, a tributary to the Los Angeles River.
  - B. Pursue funding to restore and rehabilitate 8<sup>th</sup> Street Natural Park to achieve maximum water capture and infiltration.
  - C. Move forward with the Carlisle Green Street, South Maclay and Parking Lot 4 (Truman and Brand Blvd) and other opportunities for stormwater capture projects at City-owned parking lots.
  - D. Plan, design and build the Pacoima Wash Greenway to address flooding and stormwater compliance and expand open space.
  - E. Continue to use 100% local ground water supply to meet residential and commercial water demand. Develop and implement next phases of nitrate treatment for wells 2A and 3A to provide resiliency for the City's water supply.
4. Reduce the City's carbon footprint through energy efficient facility improvements, aggressive waste and food reduction, recycling and reuse, and alternative energy vehicles and equipment.





## SAFE AND ACTIVE STREETS

1. Enhance regional and local public transportation options that benefit residents as well as employees, visitors, and customers of San Fernando businesses and cultural institutions.
2. Ensure the East Valley Regional Light Rail and Metrolink projects servicing San Fernando are developed responsibly with adequate mitigation for traffic, pedestrian and parking impacts to not create an undue hardship to the City's residents and businesses.
3. Pursue funding to construct projects identified in Metro's First/Last Mile Plan, the City's *Safe and Active Streets Plan*, and other planning efforts that support access to public transportation and pedestrian-focused improvements.
4. Continue efforts to provide affordable local transportation, including the ability to offer the Mission City Transit service without charging a fare.
5. Beautify and update bus stops by making them more user friendly, attractive, clean and architecturally consistent.
6. Support and prioritize deployment of transportation electrification and alternative fuels through the promotion of electric charging and clean natural gas public stations.
7. Trails Network: Maintain a clean, safe and shaded Mission City Bike Trail and design and build Pacoima Wash Greenway.







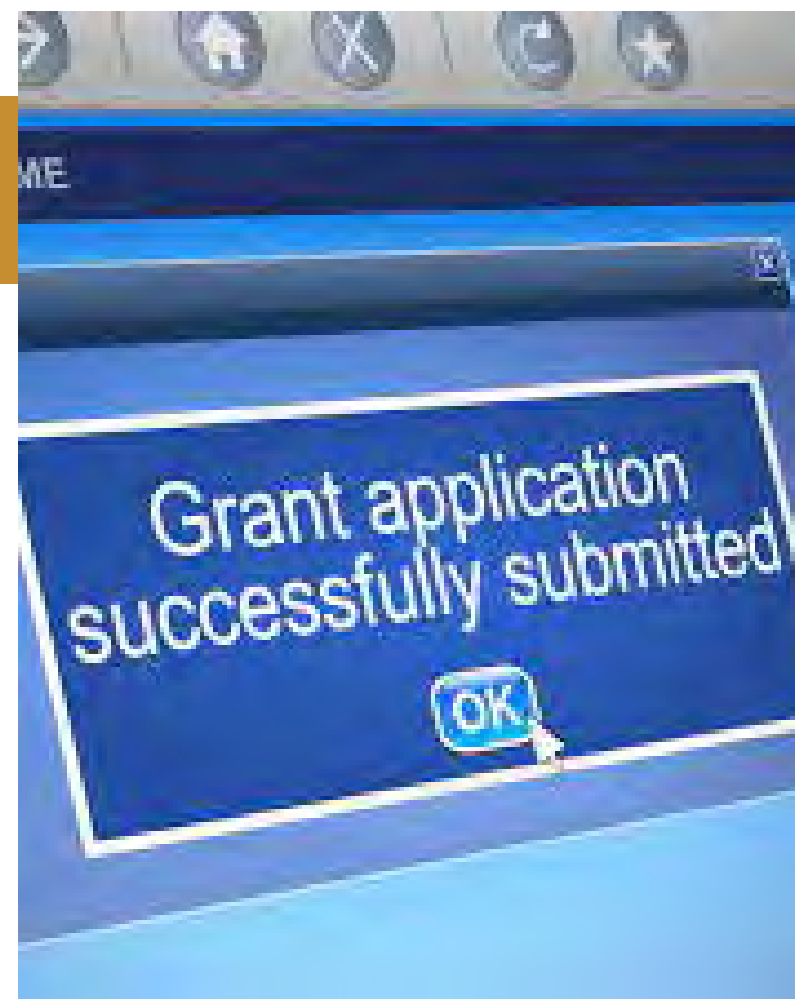
## RESILIENT AND RELIABLE INFRASTRUCTURE

1. Increase capital expenditures to address critical infrastructure needs, including, but not limited to, addressing deferred maintenance of city streets, water and sewer systems, and sidewalks.
2. Leverage federal, state and county transportation funding to maximize residential and commercial street paving each year. (Goal to spend at least \$1,500,000 per year)
3. Develop a sidewalk replacement program to increase walkability throughout the City.



## FINANCIAL STRENGTH AND STABILITY

1. Manage and grow the City's finances and reserve balances in a number of critical funds, including, but not limited to, the General Fund, Self-Insurance Fund, Equipment Replacement Fund and Enterprise Funds in accordance with the City's Comprehensive Financial Policies.
2. Review and update the City's Comprehensive Financial Policies bi-annually. Policy areas address in the Comprehensive Financial Policies include: 1) Long-term Financial Planning, 2) Auditing, Financial Reporting and Disclosure, 3) Revenue Collection, 4) Investment and Cash Management, 5) Capital Assets and Capital Improvement Projects, 6) Financial Reserves and Fund Balances, 7) Post-employment Benefit Funding, 8) Grant Administration, 9) User Fees and Service Charges, 10) Cost Allocation, and 11) Debt Management.
3. Review and update the City's Investment Policy annually.
4. Implement strategies to reduce long-term pension and other post-employment benefits (i.e. retiree health) liabilities.
5. Invest in a Grant Manager, or Grant Management Services, to secure funds to implement strategic goals and priority projects.
6. Continue to submit and receive the Government Financial Officers Association (GFOA) Awards for Excellence in Financial Reporting and Budget Preparation.



## 2021-2022 CITY LEADERSHIP

### CITY COUNCIL

Mayor Sylvia Ballin

Vice Mayor Mary Mendoza

Councilmember Cindy Montañez

Councilmember Hector Pacheco

Councilmember Celeste Rodriguez

### CITY MANAGER AND DIRECTORS

City Manager Nick Kimball

City Clerk Julia Fritz

Police Chief Anthony Vairo

Director of Finance Diego Ibañez

Director of Public Works Matt Baumgardner

Director of Recreation and Community Services

Julian Venegas

Director of Community Development: Vacant



*The City of San Fernando was incorporated on August 31, 1911*







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# SAN FERNANDO

## AGENDA REPORT

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**To:** Vice Mayor Mary Mendoza and Councilmembers

**From:** Mayor Sylvia Ballin

**Date:** April 5, 2021

**Subject:** Consideration to Appoint a Planning and Preservation Commissioner

### **RECOMMENDATION:**

I recommend that Joel Fajardo be appointed as my representative to the Planning and Preservation Commission.

### **BACKGROUND/ANALYSIS:**

1. The San Fernando Municipal Code (Attachment "A"), establishes that 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.
2. 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 29, 2021, Mr. Fajardo submitted an application (Attachment "B") seeking consideration as my representative appointed to the Planning and Preservation Commission. The appointment would replace my current appointed Commissioner Alvin F. Durham, Jr.

### **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 Joel Fajardo be appointed as my representative to the Planning and Preservation Commission (Attachment "C"), to replace my previous appointed representative Commissioner Alvin F. Durham, Jr.

**ATTACHMENTS:**

- A. City Code
- B. Nominee Application and Biography
- C. Planning and Preservation Commission List

**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.

(Ord. No. 1586, § 1, 3-16-2009)

**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)



THE CITY OF SAN FERNANDO  
April 6, 2021 CC/SA Agenda

## 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 Joel Fajardo		PHONE NO.
RESIDENCE ADDRESS	CITY & STATE San Fernando, CA	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 The Fajardo Group, Inc. / Keller Williams	POSITION President (FGI) / Realtor (KW)	
BUSINESS ADDRESS	CITY & STATE San Fernando, CA	ZIP CODE 91340
BUSINESS PHONE (818) 309-9003		
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 San Fernando, CA 91340		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO The Fajardo Group, Inc. Nature: Real estate, investing Joel C. Fajardo Living Trust Nature: Rental of		


### 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  2EBDB7AA803A419...	DATE 3/29/2021   4:12 AM EDT
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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?

The Planning and Preservation Commission's duties include but are not limited to: approving certain entitlements; heeding the advice of the public on development-related matters; studying updates to laws pertaining to development; and providing impartial feedback and recommendations to the City Council on various projects or policies.

☐ **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

Biographical Statement

Joel Fajardo has lived in San Fernando since December 2011. He is a proud father, business owner, landlord, and former councilmember. He served on the City Council from December 2012 - 2020, and served three terms as Mayor.

Joel graduated from U.S. Grant High School in 2001, and from Boston University (*cum laude*) in 2005 with a degree in international relations.

During Joel's time on the City Council, he helped balance the budget, bring in millions of dollars in new grants for the city, and improve the city's infrastructure and programming. Joel looks forward to working with the Planning Commission to continue advancing the City's goals and vision.

**CITY OF SAN FERNANDO  
COMMISSIONS/COMMITTEES**

Updated: March 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	David Bernal	3/15/21	Cindy Montañez
4	Yvonne Mejia	3/15/21	Celeste Rodriguez
5	Hector Pacheco Sr.	3/4/19	Hector A. Pacheco