



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
MONDAY, AUGUST 2, 2021 – 6:00 PM

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

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 no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Those comments will be distributed to the City Council, will be limited to three minutes, and made part of the official public record of the meeting. Callers interested in providing a live public comment, may call **Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; and Passcode: 924965, between 6:00 p.m. and 6:15 p.m.** in the order received, and limited to three minutes. The call-in period may be extended by the Mayor.

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

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**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 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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CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) CONSIDERATION TO APPROVE CITY COUNCIL MINUTES

- A. JULY 6, 2020 REGULAR MEETING
- B. JULY 20, 2020 REGULAR MEETING
- C. JULY 19, 2021 SPECIAL MEETING
- D. JULY 19, 2021 REGULAR MEETING

2) CONSIDERATION TO ADOPT RESOLUTION NO. 21-081 APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 21-081 approving the Warrant Register.

3) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE DISBURSEMENT OF INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT FUNDS

Recommend that the City Council:

- a. Approve Memorandum of Understanding (Contract No. 1911) with the Los Angeles County Flood Control District for the Disbursement of Integrated Regional Water Management Round 1 Implementation Grant Funds; and
- b. Authorize the City Manager, or designee, to execute the MOU and all related documents.

4) CONSIDERATION TO APPROVE THE PURCHASE OF TWO 2022 FORD POLICE INTERCEPTOR UTILITY VEHICLES FROM WONDRIES FLEET GROUP

Recommend that the City Council:

- a. Waive formal bidding and approve the purchase of two 2022 Ford Police Interceptor Utility vehicles from Wondries Fleet Group through a cooperative purchasing contract with the County of Los Angeles, contract #RFB-IS-19201357-PO-SH-19010121-1;
- b. Adopt Resolution No. 8084 appropriating \$80,000 in the Equipment Replacement Fund (041) to pay for the purchase of two 2022 Ford Police Interceptor Utility Vehicles from Wondries Fleet Group;

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- c. Authorize the City Manager to execute a Purchase Order with Wondries Fleet Group in the amount not to exceed \$80,000; and
- d. Designate two 2015 Ford Police Interceptors as surplus property and authorize the Purchasing Agent to dispose of the surplus property in accordance with Section 2-852 of the San Fernando City Code.

5) CONSIDERATION TO ADOPT AN ORDINANCE TO MERGE THE TREE COMMISSION AND THE PLANNING AND PRESERVATION COMMISSION

Recommend that the City Council introduce for first reading, in title only, and waive further reading of Ordinance No. 1702 “An Ordinance of the City Council of the City of San Fernando, California, repealing Division 7, (Tree Commission) of Chapter 2 “Administration” and amending Article II, (Planning and Preservation Commission) of Chapter 62, (Planning) of the San Fernando Municipal Code.”

6) INFORMATIONAL 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.

ADMINISTRATIVE REPORTS

7) PRESENTATION, UPDATE, AND DISCUSSION REGARDING CURRENT METROPOLITAN WATER DISTRICT ACTIVITIES FROM THE CITY’S METROPOLITAN WATER DISTRICT REPRESENTATIVE

Recommend that the City Council:

- a. Receive and file a presentation and update from the City’s representative on the Metropolitan Water District Board of Directors related to current MWD Board activities; and
- b. Provide related direction, as appropriate.

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8) CONSIDERATION TO DEFER THE PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS UNTIL FISCAL YEAR 2022-2023

Recommend that the City Council defer the placement of liens on real property for non-payment of residential and commercial solid waste collection services billings until Fiscal Year (FY) 2022-2023 given the following conditions:

- a. At the beginning of FY 2022-2023, City agrees to issue liens going back to start of FY 2019-2020 to cover the three-year period of deferrals; and
- b. Republic Services agrees not to interrupt service for customers until three attempts are made via phone or mail, followed up by one more attempt through a site visit. After all four attempts are made, Republic Services will then interrupt service and remove the containers (only after 90 days past due).

9) DISCUSSION AND CONSIDERATION TO DESIGNATE A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2021 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Recommend that the City Council:

- a. Designate a voting Delegate for the League of California Cities 2021 Annual Conference;
- b. Designate up to two Alternate Voting Delegate(s) who may vote in the event that the designated Delegate is unable to serve in that capacity; and
- c. Authorize the City Clerk to execute and submit the 2021 Annual Conference Voting Delegate/Alternate Form.

10) DISCUSSION REGARDING THE CITY'S SUPPORT IN ACKNOWLEDGING THE FERNANDEÑO TATAVIAH BAND OF MISSION INDIANS

This item was placed on the agenda by Mayor Sylvia Ballin and Councilmember Cindy Montañez.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

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ADJOURNMENT The meeting will adjourn to its next regular meeting.

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

Julia Fritz, CMC

City Clerk

Signed and Posted: July 29, 2021 (5:00 p.m.)

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

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

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**JULY 6, 2020 – 6:00 P.M.
REGULAR MEETING**

TELECONFERENCE – PER GOVERNOR’S EXECUTIVE ORDER N-29-20

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:37 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco (Arrived at 6:57 P.M.),
Councilmembers Sylvia Ballin, Robert C. Gonzales, and Mary Mendoza

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of
Police Anthony Vairo, Deputy City Manager/Director of Community
Development Tim Hou, Director of Finance Diego Ibanez, and City Clerk
Julia Fritz

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

APPROVAL OF AGENDA

Councilmember Mendoza requested adjourning the meeting tonight in memory of United States Army Specialist Vanessa Guillén.

Mayor Fajardo requested removing Item No. 9 from the agenda to be agendized for the City Council meeting of July 20, 2020 and Councilmember Ballin requested to remove Item No. 10 to be agendized to a date uncertain.

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve the agenda as amended to remove Item No. 9 to the July 20, 2020 meeting, and to remove Item No. 10 to allow staff more time to provide the information requested and scheduled to a date uncertain. The motion carried by roll call vote with Vice Mayor Pacheco, absent.

PUBLIC STATEMENTS – WRITTEN

City Clerk Fritz read a written public comment submitted by:

Liana Stepanyan, San Fernando Library Manager, provided information on summer activities offered at the library.

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CONSENT CALENDAR

Councilmember Mendoza pulled Item No. 2 for separate discussion and Councilmember Ballin pulled Item No. 4 for separate discussion.

Motion by Mayor Fajardo, seconded by Councilmember Ballin to approve Items No. 1 and 3 of the Consent Calendar.

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A PUBLIC SAFETY POWER SHUTOFF COMMUNITY RESOURCE CENTER LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR USE OF CITY FACILITIES

By consensus, the motion carried with Vice Mayor Pacheco absent.

ITEMS PULLED FOR SEPARATE DISCUSSION

Motion by Councilmember Mendoza, seconded by Mayor Fajardo to accept the donation of four travel trailers from the State of California Department of General Services.

- 2) CONSIDERATION TO ACCEPT THE DONATION OF FOUR TRAVEL TRAILERS FROM THE STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

By consensus, the motion carried with Vice Mayor Pacheco absent.

It was noted that Vice Mayor Hector A. Pacheco joined the meeting at 6:57 P.M.

Motion by Councilmember Ballin, seconded by Mayor Fajardo to approve:

- 4) CONSIDERATION TO ADOPT A RESOLUTION CALLING FOR AND GIVING NOTICE OF HOLDING A GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2020, REQUEST TO CONSOLIDATE THE ELECTION WITH THE STATEWIDE GENERAL ELECTION, AUTHORIZE THE LOS ANGELES COUNTY ELECTIONS OFFICIAL TO PERFORM ELECTION SERVICES, AND ADOPTING REGULATIONS PERTAINING TO MATERIALS SUBMITTED TO THE ELECTORATE

The motion carried with the following vote:

ROLL CALL

AYES:	Rodriguez, Pacheco, Montañez, Ballin, Mendoza – 5
NOES:	None
ABSTAIN:	None
ABSENT:	None

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ADMINISTRATIVE REPORTS

- 6) CONSIDERATION TO ADOPT A RESOLUTION OF INTENTION, AND RELATED CERTIFICATIONS, TO AMEND THE CONTRACT BETWEEN THE CITY OF SAN FERNANDO AND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

City Manager Kimball presented details of the staff report and responded to questions from City Council.

City Councilmembers discussed the need to implement certain policies to save the City's budget and prevent layoffs and furloughs.

Motion by Mayor Fajardo, seconded by Councilmember Mendoza to:

- a. Adopt Resolution No. 8016, approve related certification documents to effectuate a contract amendment between the City of San Fernando and the California Public Employees' Retirement System (CalPERS); and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

The motion carried with the following vote:

ROLL CALL

AYES: Rodriguez, Montañez, Ballin, Mendoza – 4

NOES: Pacheco - 1

ABSTAIN: None

ABSENT: None

- 7) DISCUSSION AND DIRECTION REGARDING THE SAN FERNANDO OPEN STREETS FESTIVAL

Recreation and Community Services Director Venegas presented the staff report and responded to questions from City Council. 41:24

City Councilmembers discussed postponing the event during the COVID-19 pandemic, suggested future events should be smaller, spoke about safety concerns, and recommended reallocating funds towards First Mile, Last Mile program.

Motion by Councilmember Gonzales, and Mayor Fajardo seconded the motion, direct staff to repurpose funds towards the East San Fernando Valley Transit Corridor First/Last Mile project improvements, contingent upon Metro Link agreeing to apply the City's allocation towards the matching requirement.

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The motion carried with the following vote:

ROLL CALL

AYES:	Rodriguez, Pacheco, Montañez, Ballin, Mendoza – 5
NOES:	None
ABSTAIN:	None
ABSENT:	None

- 8) CONSIDERATION TO ALLOCATE THE ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS PROVIDED THROUGH THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT TO ESTABLISH A RESIDENTIAL FOOD DISTRIBUTION PROGRAM AND PROVIDE PERSONAL PROTECTIVE EQUIPMENT TO ELIGIBLE RESIDENTS AND BUSINESSES, AND ADOPT A RESOLUTION APPROPRIATING FUNDS TO THE FISCAL YEAR 2020-2021 ANNUAL BUDGET

City Manager Kimball presented the staff report and responded to questions from City Council.

Discussion followed regarding consideration to ensure that each food distribution box includes Personal Protective Equipment, cleaning supplies, and that the application process is simple and easily accessible to eligible residents and businesses.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales to approve the use of the additional Community Development Block Grant funding provided through the Coronavirus Aid, Relief, and Economic Security Act to establish a Residential Food Distribution Program and provide Personal Protective Equipment to eligible residents and businesses, as recommended and discussed; adopt Resolution No. 8017 appropriating \$136,373 in additional funding in the Fiscal Year 2020-2021 Annual Budget and authorize the City Manager to execute all related documents. The motion carried, unanimously, by roll call vote.

- 9) DISCUSSION REGARDING COVID-19 RESPONSE EFFORTS AND APPROVAL OF PROPOSED RECOMMENDATIONS, INCLUDING THE CREATION OF AN AD HOC COMMITTEE AND THE APPOINTMENT OF MEMBERS, IF APPROPRIATE

Mayor Fajardo discussed having staff available to ensure businesses are following mandated safety protocols.

Deputy City Manager/Director of Community Development Hou presented an update of recent changes to State and County Health Orders and addressed enforcement.

Discussion followed regarding expanding education efforts to ensure compliance, the possibility of setting a fine schedule for violations, postponing charging fees for violations at this time, and providing bilingual educational literature in the food boxes.

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Motion by Councilmember Fajardo, seconded by Councilmember Gonzales to approve the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; review and approval of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate; and establish related Ad Hoc Committees and the appointment of Committee Members, if appropriate.

The motion carried with the following vote:

ROLL CALL

AYES:	Rodriguez, Pacheco, Montañez, Ballin, Mendoza – 5
NOES:	None
ABSTAIN:	None
ABSENT:	None

10) DISCUSSION AND POSSIBLE DIRECTION RELATED TO WHISTLEBLOWER AND ALLEGED EMPLOYEE MISCONDUCT REPORTING PROCEDURES

This item was pulled by Major Fajardo under Agenda Review and was tabled to a date uncertain.

11) CONSIDERATION TO ADOPT AN ORDINANCE TO CHANGE THE CITY'S MUNICIPAL ELECTION FROM THE STATEWIDE GENERAL ELECTION IN EVEN NUMBERED YEARS TO THE STATEWIDE PRIMARY ELECTION IN EVEN NUMBERED YEARS EFFECTIVE IN 2024

This item was pulled by Councilmember Ballin under Agenda Review and was continued to the City Council meeting of July 20, 2020.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Manager Kimball introduced new Public Works Director Matthew Baumgardner and deferred to him for comments.

Public Works Director Matthew Baumgardner provided a brief background on his experience qualifications and provided updates on the Glen Oaks project and street resurfacing.

San Fernando Police Chief Vairo gave an update on the issue of fireworks in the City; discussed a new mapping program and related statistics; noted increased incidents and addressed challenges.

City Clerk Fritz announced the opening of the nomination period for elections is Monday, July 15, 2020; noted information and links will be available on the City's website and discussed candidate handbook.

City Manager Kimball reported the availability of cooling centers, as temperatures rise.

GENERAL COUNCIL COMMENTS AND LIAISON UPDATES

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Councilmember Gonzales discussed a recent meeting of the Disaster Service Council and thanked City staff for their work during these difficult situations.

Councilmember Ballin recommended that all Councilmembers participate in the County's weekly COVID-19 update conference call; noted the COVID-19 high risk group are now people in their 30's and welcomed Mr. Baumgardner on board.

City Manager Kimball anticipated City Council would meet in Council Chambers in August.

Councilmember Mendoza welcomed Mr. Baumgardner on board and commented on the allocation of \$300,000 by the State.

Vice Mayor Pacheco commended the Standing Rock Sioux Tribe and American Indian Tribes for fighting against and shutting down the Dakota Access Pipeline; discussed a recent SCAG meeting noting that controversial topics were discussed related to diversity and equality.

Mayor Fajardo reported PPE loans were extended; commended the Supreme Court for the policy outlining workplace discrimination; requested an update and future discussion on the Measure A tax measure. He noted the CDBG Ad Hoc Committee discussed providing biodegradable utensils and suggested staff to create a policy whereby utensils would be given out upon request; asked the City Clerk to emphasize to candidates that signatures collection process, affidavit requirement for the nomination petition and welcomed Mr. Baumgardner on board.

Councilmember Mendoza requested adjourning tonight's meeting in memory of United States Army Specialist Vanessa Guillén. She also requested adopting a resolution expressing City Council's resolve that no woman, or anyone should be subjected to sexual assault or sexual harassment while in the military and include that an independent investigation be conducted, and send copies of the resolution to the U.S. Senate Armed Services Committee and the U.S. House Armed Services Committee.

ADJOURNMENT (9:09 P.M.)

Motion by Councilmember Mendoza, seconded by Mayor Fajardo, to adjourn the meeting in memory of United States Army Specialist Vanessa Guillén. The motion carried, unanimously, by roll call vote. The City Council recessed into Closed Session at 9:09 P.M.

I do hereby certify that the foregoing is a true and correct copy of the minutes of July 6, 2020, meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

**SAN FERNANDO CITY COUNCIL
MINUTES**

**JULY 20, 2020 – 6:00 P.M.
REGULAR MEETING**

TECONFERENCE – PER GOVERNOR’S EXECUTIVE ORDER N-29-20

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:02 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco, and Councilmembers Sylvia Ballin (Arrived at 6:04 p.m.), Robert C. Gonzales and Mary Mendoza

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of Police Anthony Vairo, Deputy City Manager/Director of Community Development Tim Huo, and City Clerk Julia Fritz

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

APPROVAL OF AGENDA

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to approve the agenda.

The motion carried with the following vote:

ROLL CALL

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

It was noted that Councilmember Sylvia Ballin joined the meeting at 6:04 p.m.

PRESENTATIONS

A) RECOGNITION OF THE LAS PALMAS SENIOR CITIZENS’ CLUB 50TH ANNIVERSARY

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Councilmember Mary Mendoza presented a proclamation to Las Palmas Senior Citizens' Club in recognition of their 50th Anniversary.

B) UPDATE REGARDING THE 2020 CENSUS

City Manager Nick Kimball displayed videos regarding the 2020 Census and located on the City's website and social media; presented examples of the door hanger encouraging the public to complete the Census and discussed the upcoming Census Caravan.

PUBLIC STATEMENTS – WRITTEN

City Clerk Fritz read a statement submitted by:

Arturo Garcia-Mendoza, Field Representative for the office of Assemblymember Luz Rivas, presented an update on Assemblywoman's activities and programs.

Cyndi Lopez, Residents for a Better San Fernando, referenced Item No. 7; discussed the LCDA Homeownership program; urged City Council to reconsider the project and respect the wishes of the community.

Severyn Aszkenazy referenced Item No. 7; discussed the importance of public input on the project; urged City Council to extend the outreach period to 90 days after the COVID-19 pandemic is declared to be over.

CONSENT CALENDAR

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve the following Consent Calendar Items:

1) REQUEST TO APPROVE MEETING MINUTES OF:

APRIL 6, 2020 – SPECIAL MEETING

APRIL 20, 2020 – SPECIAL MEETING

MAY 4, 2020 – SPECIAL MEETING

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE LOCAL GOVERNMENT COMMISSION TO DEVELOP A SAFE AND ACTIVE STREETS IMPLEMENTATION PLAN

4) CONSIDERATION TO AUTHORIZE THE NOTICE OF COMPLETION FOR THE GLENOAKS BOULEVARD STREET SEWER AND WATER IMPROVEMENTS PROJECT, JOB NO. 7608, PLAN NO. P-730

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- 5) CONSIDERATION TO APPROVE A SPECIAL SERVICES AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR FISCAL YEAR 2020-2021

. The motion carried with the following vote:

ROLL CALL

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

NOES: None

ABSENT: None

ABSTAIN: None

ADMINISTRATIVE REPORTS

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

Deputy City Manager/Director of Community Development Hou presented an update on the recent orders on COVID-19 and including planning, response, enforcement, education efforts, and related policy initiatives.

City Manager Kimball addressed questions by Councilmembers regarding current hospitalization rates; spoke about outdoor dining and operations and provided an update on the recent opening of the swap meet.

Councilmembers discussed their concerns over the opening of the swap meet and their ability to maintain health order guidelines. Discussion concluded and no formal action taken.

- 7) CONSIDERATION TO APPROVE AN EXCLUSIVE NEGOTIATION AGREEMENT WITH AZURE DEVELOPMENT, INC., FOR THE DEVELOPMENT OPPORTUNITY SITE AT PARKING LOT NO. 3

Deputy City Manager/Director of Community Development Tim Huo presented the staff report.

Representatives from the City's Economic Development Consultant, Kosmont Company, narrated PowerPoint presentations with details of the Exclusive Negotiation Agreement (ENA) and addressed next steps.

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve:

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- a. Exclusive Negotiation Agreement (Contract No. 1959) with Azure Development, Inc. to provide a specified period of time to attempt to negotiate a development agreement; and
- b. Authorize the City Manager to make non-substantive edits and execute all related documents.

The motion carried with the following vote:

ROLL CALL

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

- 8) CONSIDERATION TO PLACE A QUARTER-CENT LOCAL SALES TAX AND/OR TRANSIENT OCCUPANCY TAX MEASURE(S) ON THE NOVEMBER 3, 2020, GENERAL MUNICIPAL ELECTION

City Manager Kimball presented details of the staff report.

Discussion followed regarding the process for implementing a Transient Occupancy Tax Measure (TOT) that includes, but not limited to doing a study of hotels in surrounding areas, community input obtained in Town Hall meetings and expected increases in liabilities.

City Council directed staff to return with an ordinance and ballot language at a Special Meeting on July 27, 2020, and to bifurcate the subjects for consideration regarding the TOT and the local sales tax increase measure.

- 9) DISCUSSION REGARDING THE CITY’S OPPOSITION OF ICE DETENTION FACILITIES

Motion by Councilmember Ballin, seconded by Mayor Fajardo to direct staff for Council approval at the August 3, 2020 meeting, to send a letter to President Trump repudiating this Administration’s treatment of immigrant families and children and demand that Congress act immediately in terms of immigration reform. In addition, copies of the letter would be submitted to local, State and Federal legislators.

The motion carried with the following vote:

AYES:	Mendoza, Gonzales, Ballin, Pacheco and Fajardo – 5
NOES:	None
ABSTAIN:	None
ABSENT:	None

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- 10) CONSIDERATION TO ADOPT A RESOLUTION DECLARING THAT NO WOMEN SHOULD BE SUBJECTED TO PHYSICAL ASSAULT AND URGING THE DEPARTMENT OF DEFENSE (DOD) TO CONDUCT AN INDEPENDENT INVESTIGATION INTO THE DEATH OF UNITED STATES ARMY SPECIALIST VANESSA GUILLEN AT FORT HOOD, TEXAS

Motion by Councilmember Mendoza, seconded by Councilmember Ballin to:

Adopt Resolution No. 8018 to resolve that no women should be subjected to physical assault and urging the Department of Defense (DoD) to conduct an Independent Investigation into the death of United States Army Specialist Vanessa Guillen; and

Authorize the City Manager to forward copies of the resolution to the City's State and Federal Legislative Representatives and to appropriate officials within the Department of Defense; work with local veterans' groups for resources and send a copy of the letter to local VFWs, American Legions, the U.S. Senate Armed Services Committee, and the U.S. House Armed Services Committee.

The motion carried with the following vote:

AYES:	Mendoza, Gonzales, Ballin, Pacheco and Fajardo – 5
NOES:	None
ABSTAIN:	None
ABSENT:	None

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

None

GENERAL COUNCIL COMMENTS AND LIAISON UPDATES

Mayor Fajardo spoke on Councilmember Gonzales's decision to not re-run and noted he will be missed.

Councilmember Gonzales thanked City Council colleagues, City staff and residents for having the opportunity to serve.

Councilmember Ballin requested adjourning the meeting in memory of Senator John Lewis.

Councilmember Mendoza thanked Councilmember Gonzales for his service; noted attending a Library Commission meeting and discussed projects they are working on.

SAN FERNANDO CITY COUNCIL

MINUTES – July 20, 2020

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Vice Mayor Pacheco thanked Councilmember Gonzales for his service.

ADJOURNMENT (10:15 P.M.)

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to adjourn the meeting in memory of Senator John Lewis. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of July 20, 2020, meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

**SAN FERNANDO CITY COUNCIL
MINUTES**

**JULY 19, 2021 – 5:00 P.M.
SPECIAL MEETING**

**City Hall Community Room
117 Macneil Street, San Fernando, CA 91340**

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

Vice Mayor Mendoza called the special meeting to order at 5:02 p.m.

Present:

Council: Vice Mayor Mary Mendoza, Councilmembers Cindy Montañez and Celeste Rodriguez (participated via Zoom)

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

Absent: Mayor Sylvia Ballin and Councilmember Hector A. Pacheco

APPROVAL OF AGENDA

By consensus, the agenda was approved.

PUBLIC STATEMENTS - WRITTEN/ORAL None

RECESS TO CLOSED SESSION (5:03 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

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – July 19, 2021
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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 6:05 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of July 19, 2021 Special Meeting, as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

**CITY OF SAN FERNANDO
CITY COUNCIL/SUCCESSOR AGENCY
TO THE SAN FERNANDO REDEVELOPMENT AGENCY
MINUTES**

**JULY 19, 2021 – 6:00 P.M.
REGULAR MEETING**

**CITY HALL COUNCIL CHAMBER
117 MACNEIL STREET
SAN FERNANDO, CA 91340**

Teleconference Per Governor Executive Order N-29-20

CLOSED SESSION REPORT Assistant City Attorney Padilla reported that there were no reportable action as a result of the Closed Session meeting of July 19, 2021 at 5:00 p.m.

CALL TO ORDER/ROLL CALL Vice Mayor Mary Mendoza called the meeting to order at 6:12 p.m.

City Clerk Julia Fritz announced that Mayor Sylvia Ballin was unable to attend due to a family emergency and Councilmember Hector A. Pacheco would be absent as he is out of town.

Present:

Council: Vice Mayor Mary Mendoza and Councilmembers Cindy Montañez and Celeste Pacheco

Absent: Mayor Sylvia Ballin and Councilmember Hector A. Pacheco

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Lieutenant Nicole Hanchett, Director of Finance Diego Ibañez, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz

PLEDGE OF ALLEGIANCE Led by City Clerk Julia Fritz

APPROVAL OF AGENDA Vice Mayor Mendoza requested that Agenda Item 17 be heard after the Consent Calendar, and requested that Agenda Item 16 and 18 be considered together and heard after Item 17. Motion by Vice Mayor Mendoza, seconded by Councilmember Montañez to approve the agenda as amended.

The motion carried with Mayor Ballin and Councilmember Pacheco absent.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – July 19, 2021

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PRESENTATIONS

The following presentations were made:

- A) AN INFORMATIONAL PRESENTATION FROM HONORABLE ASSEMBLYMEMBER LUZ RIVAS, DISTRICT 39 REGARDING LEGISLATIVE UPDATES
- B) A PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF JULY AS PARKS MAKE LIFE BETTER MONTH

DECORUM AND ORDER

Assistant City Attorney Padilla read the Decorum and Order.

PUBLIC STATEMENTS – WRITTEN/ORAL

Marcela Rodriguez requested for City Council's support regarding resolving a dispute with her landlord and mentioned that damaged canned goods were being sold at El Super Market.

City Manager Kimball stated staff has been working with Ms. Rodriguez regarding her landlord dispute and would provide a memo to the City Council with an update on the matter.

City Clerk Fritz read the following statements submitted via email:

Maria Pavlou Kalban wrote about her support to opposing Senate Bill 9 and 10.

CONSENT CALENDAR

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

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MINUTES FOR JUNE 21, 2021, SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NOS. 21-071 AND 21-072 APPROVING THE WARRANT REGISTERS OF JULY 6, 2021 AND JULY 19, 2021
- 3) CONSIDERATION TO ADOPT A RESOLUTION APPROVING DISCLOSURE POLICIES AND PROCEDURES TO ENSURE COMPLIANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS
- 4) INFORMATIONAL UPDATE REGARDING COVID-19 RESPONSE EFFORTS
- 5) CONSIDERATION TO APPROVE A SPECIAL SERVICES AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR FISCAL YEAR 2021-2022

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – July 19, 2021

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- 6) CONSIDERATION TO ADOPT A RESOLUTION APPROVING NEW JOB SPECIFICATIONS FOR JUNIOR CADET
- 7) CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADS ENVIRONMENTAL SERVICES FOR WASTEWATER FLOW MONITORING SERVICES
- 8) CONSIDERATION TO APPROVE AN INCREASE TO PURCHASE ORDER NO. 12294 WITH STEP-SAVER CONSULTING SERVICES FOR PURCHASING AND DELIVERY OF SALT FOR USE IN THE NITRATE REMOVAL SYSTEM FOR WELL 7A
- 9) CONSIDERATION TO AUTHORIZE THE FORMAL SOLICITATION OF BIDS FOR THE UPPER RESERVOIR REPLACEMENT PROJECT

The motion carried by the following vote:

ROLL CALL

AYES:	Rodriguez, Montanez, Mendoza - 3
NOES:	None
ABSTAIN:	None
ABSENT:	Ballin, Pacheco -2

The following item was heard out of order.

- 17) CONSIDERATION TO APPOINT A TRANSPORTATION AND SAFETY COMMISSIONER

Councilmember Cindy Montañez presented the staff report and requested that Carlos Hernandez be appointed to serve as Commissioner on the Transportation and Safety Commission.

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to appoint Carlos Hernandez as a Commissioner to serve on the Transportation and Safety Commission.

The motion carried by the following vote:

ROLL CALL

AYES:	Rodriguez, Montanez, Mendoza - 3
NOES:	None
ABSTAIN:	None
ABSENT:	Ballin, Pacheco -2

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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Item 16 and Item 18 were heard out of order and combined as one matter for discussion.

- 16) CONSIDERATION AND DISCUSSION TO AUTHORIZE THE CITY MANAGER TO SUBMIT A LETTER OPPOSING SENATE BILL 10 REGARDING PLANNING AND ZONING RESTRICTIONS, ON BEHALF OF THE CITY COUNCIL TO LOCAL, STATE AND FEDERAL LEGISLATORS TO CONTINUE LEGISLATIVE ADVOCACY EFFORTS
- 18) DISCUSSION REGARDING PROTECTING SINGLE-FAMILY RESIDENTIAL NEIGHBORHOODS OPPOSING SENATE BILL 9

Councilmember Montanez presented the staff reports for Item 16 and Item 18.

Motion by Councilmember Montanez, seconded by Vice Mayor Mendoza to authorize the City Manager to draft a letter on behalf of the City Council to send to local, State and Federal Legislature opposing both Senate Bill 9 and Senate Bill 10.

The motion carried by the following vote:

ROLL CALL

AYES:	Rodriguez, Montanez, Mendoza - 3
NOES:	None
ABSTAIN:	None
ABSENT:	Ballin, Pacheco -2

PUBLIC HEARINGS

- 10) A PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTIONS TO CONTINUE MAINTENANCE OF THE CITY'S STREETLIGHTS, CONFIRMING THE ANNUAL ASSESSMENT AND APPROVING THE FINAL ENGINEER'S REPORT FOR FISCAL YEAR 2021-2022 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

Vice Mayor Mendoza opened the public hearing at 7:23 p.m.

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

Vice Mayor Mendoza called for public statements, and there being none, requested a motion to close the public hearing.

Motion by Councilmember Montanez, seconded by Vice Mayor Mendoza to close the public hearing at 7:25 p.m. By consensus, the motion carried with Mayor Ballin and Councilmember Pacheco absent.

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Motion by Vice Mayor Mendoza, seconded by Councilmember Montanez to adopt Resolution No. 8080 ordering the continued maintenance of the City's streetlights and confirming the annual assessment; and adopt Resolution No. 8081 approving the Final Engineer's Report for the Fiscal Year 2021-2022 Landscaping and Lighting Assessment District. The motion carried with Mayor Ballin and Councilmember Pacheco absent.

ADMINISTRATIVE REPORTS

11) CONSIDERATION TO APPROVE THE SALE OF PENSION OBLIGATION BONDS AND ADOPTION OF A RESOLUTION APPROVING THE INDENTURE OF TRUST, PRELIMINARY OFFICIAL STATEMENT AND THE BOND PURCHASE AGREEMENT

Director of Finance Ibanez presented the staff report and City Council received a presentation provided by Urban Futures, Inc. (UFI), the City's financial consulting firm regarding the Sale of Pension Obligation Bonds to refund the City's CalPERS Unfunded Accrued Liability.

Councilmember Pacheco and Vice Mayor Mendoza stated their support of Item 11.

Councilmember Montañez stated her concerns and questioned the potential financial risks and guarantee on returns and on how this would affect the City in the future. Julio Morales of UFI responded accordingly.

City Manager Kimball requested that the City Council recess its meeting to allow Councilmember Rodriguez to step away from the meeting.

The City Council recessed the meeting at 7:54 p.m. and reconvened at 8:13 p.m. with Vice Mayor Mendoza, Councilmember Montañez and Councilmember Pacheco (joined remotely at 8:13 p.m.) in attendance and Mayor Ballin and Councilmember Rodriguez were absent.

City Manager Kimball suggested that there being three Councilmembers in attendance that the item be continued to a special meeting, date uncertain to allow the five members of the City Council the opportunity to consider the agenda item, further noting for approval or disapproval requires three affirmative votes. Assistant City Attorney Padilla concurred with City Manager Kimball.

Motion by Councilmember Montañez, seconded by Vice Mayor Mendoza to continue Item 11 to a special meeting date uncertain.

The motion carried by the following vote:

ROLL CALL

AYES:	Montanez, Mendoza -2
NOES:	Pacheco - 1
ABSTAIN:	None
ABSENT:	Ballin, Rodriguez -2

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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City Manager Kimball requested that Item No. 15 regarding Ad hoc committee updates and Item No. 12 for the Layne Park Project, be considered at this time and the remaining items to be heard at the special meeting.

Councilmember Pacheco stated that he would be leaving the meeting after Item 12.

12) PRESENTATION AND CONSIDERATION TO APPROVE A PROPOSED DESIGN OF THE LAYNE PARK REVITALIZATION PROJECT

Director of Recreation and Community Services Venegas presented the staff report and the City's design firm for this project MIG presented additional information and responded to Councilmember questions.

Motion by Councilmember Pacheco, seconded by Councilmember Montañez to approve the proposed design of the Layne Park Revitalization project; authorize staff to circulate a Notice Inviting Bids for the construction of the Layne Park Revitalization Project and to also include additional amenities towards educating the public on certain features of the park.

The motion carried by the following vote:

ROLL CALL

AYES:	Pacheco, Montanez, Mendoza - 3
NOES:	None
ABSTAIN:	None
ABSENT:	Ballin, Rodriguez -2

City Manager Kimball suggested that at this time there be a motion to adjourn the meeting to a special meeting to be determined date uncertain to discuss the remainder of the agenda items.

Motion by Councilmember Pacheco, seconded by Councilmember Montañez to adjourn the meeting to a special meeting date uncertain to discuss the remainder of the agenda items.

By consensus, the motion carried and the meeting was adjourned at 9:50 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of July 19, 2021 meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: August 2, 2021

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 21-081 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

The Director of Finance/City Treasurer hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Director of Finance 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. 21-081

RESOLUTION NO. 21-081

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO
ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON
DEMAND/ WARRANT REGISTER NO. 21-081**

**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 2nd day of August, 2021.

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

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 21-081 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 2nd day of August, 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 _____ day of _____, _____.

Julia Fritz, City Clerk

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223665	8/2/2021	891969 ADVANCED PURE WATER SOLUTIONS	1048971		WATER FILTER RENTAL-AUG 2021 001-222-0000-4300	98.55
					Total :	98.55
223666	8/2/2021	100025 APWA	17952		APWA RENEWAL (5 MEMBERS) 001-310-0000-4380	1,125.00
					Total :	1,125.00
223667	8/2/2021	890608 ASCENCIO JR, GERARDO	51098		MOTHER'S DAY VIRTUAL CONCERT 001-424-0000-4430	1,000.00
					Total :	1,000.00
223668	8/2/2021	893496 ASCENCIO, ADRIAN	51098		MOTHER'S DAY VIRTUAL CONCERT 001-424-0000-4430	500.00
					Total :	500.00
223669	8/2/2021	893876 ASCENCIO, STEFANIE	51098		MOTHER' S DAY VIRTUAL CONCERT 001-424-0000-4430	500.00
					Total :	500.00
223670	8/2/2021	102530 AT & T	818-270-2203-081-9		PD NETWORK LINE-JULY 2021 001-222-0000-4220	221.69
					Total :	221.69
223671	8/2/2021	892412 AT&T	287297930559X0710202		MDT MODEMS-PD UNITS 001-222-0000-4220	549.39
					Total :	549.39
223672	8/2/2021	889037 AT&T MOBILITY	287277903027X0708202		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	101.19
					Total :	101.19
223673	8/2/2021	893591 BIOMEDICAL WASTE DISPOSAL	103838		BIOMEDICAL WASTE DISPOSAL 001-224-0000-4270	99.00
					Total :	99.00
223674	8/2/2021	893871 BLUMBERG, ANOLA	822387		BASEBALL REFUND	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223674	8/2/2021	893871 BLUMBERG, ANOLA	(Continued)		017-3770-1330	60.00
					Total :	60.00
223675	8/2/2021	888800 BUSINESS CARD	070121		CITY LOGO SHIRTS 001-190-0000-4300	707.43
			070221		CITY EMAIL - JULY 2021 001-135-0000-4260	1,632.13
			070521		WORKSHOP REGISTRATION 001-130-0000-4360	150.00
			070721		ANNUAL SUBSCRIPTION 001-420-0000-4300	99.95
			071321		RECRUITMENT AD-COMM DEV DIRECT 001-106-0000-4230	300.00
			071421		CONDOLENCE ARRANGEMENT 001-101-0000-4300	110.00
			071421		RECRUITMENT AD-COMM DEV DIRECT 001-106-0000-4230	75.00
			071421		RECRUITMENT AD-COMM DEV DIRECT 001-106-0000-4230	412.50
			071421		RECRUITMENT AD-COMM DEV DIRECT 001-106-0000-4230	295.00
			071921		DOMAIN RENEWAL - JULY 2021 001-135-0000-4260	5.00
			071921		ANNUAL SUBSCRIPTION 001-105-0000-4380	240.00
					Total :	4,027.01
223676	8/2/2021	888800 BUSINESS CARD	071321		SUPPLIES FOR INMATES 001-225-0000-4350	55.10
			071321		NAME BADGES 001-222-0000-4300	55.96
					Total :	111.06
223677	8/2/2021	100466 CACEO	200017477		CERTIFICATION OF CODE ENFORCEW 001-152-0000-4360	200.00

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223677	8/2/2021	100466 100466 CACEO	(Continued)		Total :	200.00
223678	8/2/2021	892465 CANON SOLUTIONS AMERICA, INC.	4036803098	12272	SRO PRINTER MAINTENANCE & COPIE 001-135-0000-4260	200.83 Total : 200.83
223679	8/2/2021	893676 CARASOFT TECHNOLOGY CORP	30347055INV		DRAGON LAW ENFORCEMENT LICENS 001-135-0000-4260	805.71 Total : 805.71
223680	8/2/2021	103948 CDW GOVERNMENT, INC.	G416520	12426 12426	MONITORS AND ADAPTERS 001-222-0000-4300 001-224-0000-4300	72.57 145.16 Total : 217.73
223681	8/2/2021	101957 CITY OF LOS ANGELES	SF220000001		FIRE SERVICES - AUG 2021 001-500-0000-4260	234,990.08 Total : 234,990.08
223682	8/2/2021	103029 CITY OF SAN FERNANDO	3683-3711		REIMBURSEMENT TO WORKER'S COM 006-1038	10,693.62 Total : 10,693.62
223683	8/2/2021	100805 COOPER HARDWARE INC.	126011	12277	MISC SUPPLIES FOR PUBLIC WORKS (C 043-390-0000-4300	11.02 Total : 11.02
223684	8/2/2021	100562 CPRS	132813 136045		ANNUAL MEMBERSHIP DUES 001-422-0000-4370 ANNUAL MEMBERSHIP DUES 001-422-0000-4370	170.00 170.00 Total : 340.00
223685	8/2/2021	893878 CROWN VALLEY K9 LLC	228		KENNEL SERVICES 07/04-07/10 001-225-0000-4270	245.00 Total : 245.00
223686	8/2/2021	893873 DELGADILLO, JULIAN	51097		2020 VIRTUAL CONCERT	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
223686	8/2/2021	893873 DELGADILLO, JULIAN	(Continued)		001-424-0000-4430	500.00	
					Total :	500.00	
223687	8/2/2021	893875 DELGADILLO, MARTINA	51098		MOTHER'S DAY VIRTUAL CONCERT	500.00	
					001-424-0000-4430	500.00	
					Total :	500.00	
223688	8/2/2021	887121 DELL MARKETING L.P.	10503065788	12420	DELL COMPUTER FOR LAS PALMAS P/	895.78	
					001-424-0000-4300	895.78	
					Total :	895.78	
223689	8/2/2021	893872 DURAN, MIGUEL	822378		BASEBALL REFUND	60.00	
					017-3770-1330	60.00	
					Total :	60.00	
223690	8/2/2021	893874 ESPINOZA, JUAN JOSE	51097		2020 VIRTUAL CONCERT	500.00	
					001-424-0000-4430	500.00	
					Total :	500.00	
223691	8/2/2021	103851 EVERSOF, INC.	R2164983		WATER SOFTNER - WELL 2A	87.84	
					070-384-0000-4260	87.84	
					Total :	87.84	
223692	8/2/2021	893800 FAJARDO, JOANNE	JUNE 2021		SENIOR ZUMBA INSTRUCTOR	60.00	
					017-420-1322-4260	60.00	
					Total :	60.00	
223693	8/2/2021	101147 FEDEX	7-430-35010		COURIER SERVICES	46.67	
			7-437-56223		001-190-0000-4280	46.91	
					COURIER SERVICES	46.91	
					001-190-0000-4280	46.91	
					Total :	93.58	
223694	8/2/2021	892198 FRONTIER COMMUNICATIONS	209-150-5250-081292		RADIO REPEATER (POLICE)	46.25	
			209-151-4942-041191		001-222-0000-4220	46.25	
					CITY YARD AUTO DIALER	55.30	
					070-384-0000-4220	55.30	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223694	8/2/2021	892198 FRONTIER COMMUNICATIONS	(Continued) 209-151-4943-081292		RADIO REPEATER (POLICE) 001-222-0000-4220	46.25
			818-361-2385-012309		MTA PHONE LINE 007-440-0441-4220	118.64
					001-190-0000-4220	59.32
			818-361-2472-031415		PW PHONE LINE 070-384-0000-4220	540.78
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	66.44
			818-831-5002-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	55.53
			818-837-7174-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	38.65
			818-898-7385-033105		LAS PALMAS FAX NUMBER 001-420-0000-4220	42.86
					Total :	1,070.02
223695	8/2/2021	101428 H & H WHOLESALE PARTS	1IN0431332		SUPPORT VISOR-PR6849 041-320-0224-4400	168.37
					Total :	168.37
223696	8/2/2021	890594 HEALTH AND HUMAN RESOURCE	E0249791		EAP - AUG 2021 001-106-0000-4260	243.10
					Total :	243.10
223697	8/2/2021	893729 HOUSEAL LAVIGNE ASSOCIATES LLC	5169	12370	CONSULTANT FOR THE 2021-2029 HOL 110-150-3609-4270	4,055.00
					Total :	4,055.00
223698	8/2/2021	893764 IBANEZ, J. DIEGO	1-4		CITY HALL PETTY CASH REIMB. 001-101-0000-4300	29.41
					001-225-0000-4350	56.90
					017-420-1399-4300	38.00
			22-23		CITY HALL PETTY CASH REIMB. 001-225-0000-4350	35.12
					017-420-1399-4300	18.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223698	8/2/2021	893764 893764 IBANEZ, J. DIEGO	(Continued)		Total :	177.84
223699	8/2/2021	891570 INNOVATIVE TELECOM. SYSTEMS	2988		TELEPHONE EQUIPMENT MAINT-AUG : 001-190-0000-4220	395.00
					Total :	395.00
223700	8/2/2021	101990 L.A. COUNTY METROPOLITAN	6014465		TAP CARDS - JUNE 2021 007-440-0441-4260	80.00
					Total :	80.00
223701	8/2/2021	102007 L.A. COUNTY SHERIFFS DEPT.	212520BL	12314	INMATE MEALS - MAY 2021 001-225-0000-4350	534.34
			212904BL	12314	INMATE MEALS - JUNE 2021 001-225-0000-4350	784.57
					Total :	1,318.91
223702	8/2/2021	101971 L.A. MUNICIPAL SERVICES	494-750-1000		WATER - 12900 DRONFIELD 070-384-0000-4210	76.17
			500-750-1000		ELECTRIC - 13655 FOOTHILL 070-384-0000-4210	169.84
			757-750-1000		WATER - 14060 SAYRE ST 070-384-0000-4210	111.89
					Total :	357.90
223703	8/2/2021	889332 LA DAILY NEWS	900233735		(52) WEEKS SUBSCRIPTION FEES 001-225-0000-4350	183.79
					Total :	183.79
223704	8/2/2021	101920 LIEBERT CASSIDY WHITMORE	1520773		ERC MEMBERSHIP 07/01/21-06/30/22 001-106-0000-4260	3,195.00
			1522192		LEGAL SERVICES 001-112-0000-4270	986.00
			1522193		LEGAL SERVICES 001-112-0000-4270	1,305.00
			1522194		LEGAL SERVICES 001-112-0000-4270	58.00
			1522195		LEGAL SERVICES 001-112-0000-4270	266.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223704	8/2/2021	101920 101920 LIEBERT CASSIDY WHITMORE	(Continued)			Total : 5,810.00
223705	8/2/2021	101974 LOS ANGELES COUNTY	JUNE 2021	12278	ANIMAL CARE & CONTROL SERVICES-001-190-0000-4260	4,562.77
			MAY 2021	12278	ANIMAL CARE & CONTROL SERVICES-001-190-0000-4260	5,822.37
					Total :	10,385.14
223706	8/2/2021	892477 LOWES	1374		MISC SUPPLIES - PW7122 041-320-0370-4400	38.41
					Total :	38.41
223707	8/2/2021	102041 LYNN PEAVEY COMPANY	381400		EVIDENCE TAPE 001-222-0000-4300	232.23
					Total :	232.23
223708	8/2/2021	102063 MACKAY METERS, INC.	1059306	12344	PARKING METER PARTS & EQUIPMEN 029-335-0000-4300	4,596.06
					Total :	4,596.06
223709	8/2/2021	888468 MAJOR METROPOLITAN SECURITY	2614	12441	ALARM INSTALL AT "PUIG HOUSE WILC 043-390-0000-4330	2,570.00
					Total :	2,570.00
223710	8/2/2021	893877 MARES, KIMBERLY SPITZ	822539		DAY CAMP REFUND 017-3770-1399	125.00
					Total :	125.00
223711	8/2/2021	893486 MARQUEZ, NATALIE	REPL 218286		REPL STALE DTD CK-REFUND-SR DAN 004-2140	60.00
					Total :	60.00
223712	8/2/2021	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	36.51
					Total :	36.51
223713	8/2/2021	892140 MICHAEL BAKER	1121899	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0182-4260	1,164.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223713	8/2/2021	892140 892140 MICHAEL BAKER	(Continued)			Total : 1,164.00
223714	8/2/2021	102423 OCCU-MED, INC.	0721901		PRE-EMPLOYMENT PHYSICALS - (4) RI 001-106-0000-4260	883.25
					Total :	883.25
223715	8/2/2021	102432 OFFICE DEPOT	179245567001		OFFICE SUPPLIES 001-115-0000-4300	49.38
			179248058001		OFFICE SUPPLIES 001-115-0000-4300	18.95
			179248059001		OFFICE SUPPLIES 001-115-0000-4300	7.43
			179441031002		OFFICE SUPPLIES 001-222-0000-4300	56.44
			179703978001		CREDIT-OFFICE SUPPLIES 041-320-0000-4300	-11.33
			179710686001		OFFICE SUPPLIES 041-320-0000-4300	11.33
			181077354001		OFFICE SUPPLIES 070-381-0000-4300	70.57
			181292164001		OFFICE SUPPLIES 001-106-0000-4300	253.12
			181296369001		OFFICE SUPPLIES 001-106-0000-4300	7.16
			181544584001		OFFICE SUPPLIES 070-381-0000-4300	59.99
			181545279001		BREAK ROOM SUPPLIES 070-381-0000-4300	19.06
			181711309001		OFFICE SUPPLIES 001-222-0000-4300	83.58
			182220313001		OFFICE SUPPLIES 001-130-0000-4300	147.13
			182233105001		OFFICE SUPPLIES 001-130-0000-4300	37.58
			182564369001		TONERS 001-311-0000-4300	496.08
			182745858001		OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223715	8/2/2021	102432 OFFICE DEPOT	(Continued)			
			182746364001		043-390-0000-4300 OFFICE SUPPLIES	26.45
			182747052001		001-222-0000-4300 OFFICE SUPPLIES	63.49
			2507074376		043-390-0000-4300 DAY CAMP SUPPLIES	30.85
					017-420-1399-4300	52.71
					Total :	1,479.97
223716	8/2/2021	892572 OLIVAREZ MADRUGA	15232		LEGAL SERVICES	
			15233		001-110-0000-4270 LEGAL SERVICES	210.00
					001-110-3689-4270	441.00
					001-110-0000-4270	9,576.18
			15234		LEGAL SERVICES	
					001-110-0000-4270	1,036.75
			15235		LEGAL SERVICES	
					001-110-0000-4270	3,564.00
			15236		LEGAL SERVICES	
					001-110-3689-4270	42.00
					Total :	14,869.93
223717	8/2/2021	892360 PARKING COMPANY OF AMERICA	INVM0015922	12291	PUBLIC TRANSPORTATION SERVICES	
					007-440-0442-4260	51,834.83
					Total :	51,834.83
223718	8/2/2021	887646 PLUMBERS DEPOT INC	PD-48463		ITEMS TO REPAIR TRUCK JETTER	
					072-360-0000-4300	664.62
					Total :	664.62
223719	8/2/2021	890004 PTS	2070570		PD PAY PHONE-AUG 2021	
					001-190-0000-4220	65.64
					Total :	65.64
223720	8/2/2021	892856 SALAS, JUAN	REIMB.		RCS SUPPLIES & MILEAGE REIMB.	
					001-420-0000-4300	37.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223720	8/2/2021	892856 SALAS, JUAN	(Continued)			
					001-420-0000-4390	28.84
					Total :	66.26
223721	8/2/2021	103050 SAN FERNANDO PET HOSPITAL	071421		VET SERVICES-K9 RENZ	
					001-225-0000-4270	531.00
					Total :	531.00
223722	8/2/2021	103051 SAN FERNANDO POLICE	FY21-22		CIF 2021 NATIONAL NIGHT OUT EVENT	
					053-101-0101-4430	500.00
					053-101-0107-4430	500.00
					053-101-0108-4430	500.00
					Total :	1,500.00
223723	8/2/2021	103057 SAN FERNANDO VALLEY SUN	11192		PUBLIC NOTICE-LLAD MAINT DISTRICT	
					001-115-0000-4230	412.50
					Total :	412.50
223724	8/2/2021	102967 SCOTT FAZEKAS & ASSOCIATES INC	21524	12407	PLAN CHECK CONSULTANT SERVICES	
					001-2698	2,110.57
					Total :	2,110.57
223725	8/2/2021	103184 SMART & FINAL	162		SUPPLIES FOR DAY CAMP	
			174		017-420-1399-4300 BREAK ROOM SUPPLIES	20.14
			256		001-222-0000-4300 BREAK ROOM SUPPLIES	12.52
			290		001-222-0000-4300 BREAK ROOM SUPPLIES	7.38
					001-222-0000-4300	43.09
					Total :	83.13
223726	8/2/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	700224888278		ELECTRIC-801 EIGHTH ST	
					043-390-0000-4210	21.60
					Total :	21.60
223727	8/2/2021	103251 STANLEY PEST CONTROL	359314	12290	PEST EXTERMINATION FOR THE INTE	
					043-390-0000-4330	150.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223727	8/2/2021	103251 STANLEY PEST CONTROL	(Continued) 371424		PEST EXTERMINATION FOR THE INTE	
			371426	12290	043-390-0000-4330	94.00
			371427	12290	043-390-0000-4330	62.00
			371428	12290	043-390-0000-4330	135.00
			371430	12290	043-390-0000-4330	55.00
			371431	12290	043-390-0000-4330	95.00
			371432	12290	043-390-0000-4330	85.00
					Total :	761.00
223728	8/2/2021	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	519825		FINGERPRINTING-JUNE 2021	
					001-106-0000-4270	160.00
					Total :	160.00
223729	8/2/2021	892310 SWANK MOTION PICTURES	RG 1820423		MOVIES @ LP PARK	
					001-424-0000-4260	870.00
					Total :	870.00
223730	8/2/2021	103205 THE GAS COMPANY	042-320-6900-7		GAS - 910 FIRST	
			088-520-6400-8		043-390-0000-4210	106.19
					GAS - 117 MACNEIL	
					043-390-0000-4210	77.55
					Total :	183.74
223731	8/2/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	062521		FINANCE CHARGES	
			1276627		070-384-0000-4300	255.73
			1973790		EQUIPMENT AND SUPPLIES	
					070-383-0000-4310	660.40
					TOOLS FOR WATER VAN	
					070-384-0000-4340	85.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223731	8/2/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)		070-384-0000-4300	3.95
			2092731		GRAFFITI ABATEMENT SUPPLIES	
			2973667		001-152-0000-4300	175.61
			2973668		PAINT AND SUPPLIES	
			3904598		070-384-0000-4330	701.29
			3971712		MISC SUPPLIES	
			3972699		070-384-0000-4310	195.09
			6274858		CREDIT	
					001-346-0000-4310	-219.40
					SMALL TOOLS FOR SEWER MAINT	
					072-360-0000-4340	514.58
					CREDIT	
					001-346-0000-4310	-958.07
					WATER HOSE FOR BBALL FIELD	
					017-420-1343-4300	32.94
					Total :	1,447.38
223732	8/2/2021	103903 TIME WARNER CABLE	10328070521		CABLE-07/05/21-08/04/21	
			283057070521		001-190-0000-4220	139.70
					LP PARK CABLE - 07/05-08/04	
					001-420-0000-4260	227.67
					Total :	367.37
223733	8/2/2021	103375 TIMEMARK INCORPORATED	117695		TRAFFIC COUNTER CLAMPS & PLUGS	
					001-310-0000-4300	120.73
					Total :	120.73
223734	8/2/2021	892853 TREE PEOPLE	1	12397	PURCH & PLANTING OF TREES ON GL	
					032-346-0665-4600	8,448.00
					Total :	8,448.00
223735	8/2/2021	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE	15122187		REIMB. TO POSTAGE MACHINE	
					001-190-0000-4280	1,500.00
					Total :	1,500.00
223736	8/2/2021	892258 UNIFORM & ACCESSORIES	INV20295		UNIFORMS AND UNIFORM ACCESSOR	

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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
223736	8/2/2021	892258 UNIFORM & ACCESSORIES	(Continued)	12332	001-222-0000-4300	109.49	
					Total :	109.49	
223737	8/2/2021	103534 VALLEY LOCKSMITH	75421	12275	LOCKSMITH SERVICES FOR ALL CITY I	218.70	
			75422	12275	LOCKSMITH SERVICES FOR ALL CITY I	232.05	
					070-383-0000-4260	232.05	
					Total :	450.75	
223738	8/2/2021	889644 VERIZON BUSINESS	66905183		CITY HALL LONG DISTANCE		
			66905184		001-190-0000-4220	55.06	
			66905185		CITY YARD LONG DISTANCE		
			66905186		070-384-0000-4220	16.52	
			66905187		CITY HALL LONG DISTANCE & INTRAL		
			66905188		001-190-0000-4220	27.58	
			66905189		POLICE LONG DISTANCE		
			66905190		001-222-0000-4220	131.30	
			66905191		CITY YARD LONG DISTANCE		
			66905192		070-384-0000-4220	11.02	
			66905193		PARK LONG DISTANCE		
			66905194		001-420-0000-4220	16.79	
			66905195		ENGINEERING LONG DISTANCE		
			66905196		001-310-0000-4220	5.51	
			66905197		CITY HALL LINES		
			66905198		001-190-0000-4220	62.71	
					Total :	326.49	
223739	8/2/2021	889627 VERIZON CONFERENCING	Z7660737		CONFERENCE CALLS-JUNE 2021		
					001-190-0000-4220	30.14	
					Total :	30.14	
223740	8/2/2021	100101 VERIZON WIRELESS-LA	9882736998		PD CELL PHONE PLANS	282.89	
			9882747981		001-222-0000-4220	282.89	
					CITY YARD CELL PHONE PLANS		
					070-384-0000-4220	204.44	
					072-360-0000-4220	31.93	

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223740	8/2/2021	100101 VERIZON WIRELESS-LA	(Continued)			
					041-320-0000-4220	17.61
					043-390-0000-4220	17.61
			9883733149		PUBLIC WORKS CELL PHONE PLAN	
					072-360-0000-4220	50.38
					001-101-0102-4220	50.38
					001-101-0108-4220	41.10
					001-105-0000-4220	55.84
					Total :	752.18
223741	8/2/2021	891531 WILLDAN ENGINEERING	00334910		NPDES CONSULTANT SERVICES	
			00334923	12346	023-311-0000-4270	10,024.00
					ON CALL ENGINEERING SERVICES	
				12350	070-385-0000-4270	8,320.00
				12350	070-385-6673-4600	3,055.75
					Total :	21,399.75
223742	8/2/2021	893501 WIL-POWER BATTERY &	175789		SCADA BATTERY BACK-UP PACK	
					070-384-0000-4300	70.34
					Total :	70.34
223743	8/2/2021	892023 WINDSTREAM	73964241		PHONE SERVICES-07/18/21-08/17/21	
					001-222-0000-4220	687.74
					001-420-0000-4220	469.17
					070-384-0000-4220	542.84
					001-190-0000-4220	2,286.93
					Total :	3,986.68
223744	8/2/2021	893870 ZEPEDA, JORGE	REIMB.		MILEAGE REIMB.	
					001-420-0000-4390	22.85
					Total :	22.85
80 Vouchers for bank code :		bank3			Bank total :	407,391.55
80 Vouchers in this report					Total vouchers :	407,391.55

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223430	7/2/2021	893115 P.E.R.S. CITY RETIREMENT	100000016425224		EMPL CONTRIB VARIANCE-05/22-06/04	
					018-222-0000-4124	232.70
					018-224-0000-4124	174.53
					018-225-0000-4124	2,501.56
					Total :	2,908.79
1 Vouchers for bank code :		bank3			Bank total :	2,908.79
1 Vouchers in this report					Total vouchers :	2,908.79

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07/02/2021

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223423	7/6/2021	102519 P.E.R.S.	JULY 2021		HEALTH INS. BENEFITS-JULY 2021 001-1160	149,988.35
Total :						149,988.35
1 Vouchers for bank code : bank3						Bank total : 149,988.35
1 Vouchers in this report						Total vouchers : 149,988.35

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223662	7/19/2021	893115 P.E.R.S. CITY RETIREMENT	100000016425243		EMPL CONTRIB VARIANCE-06/05-06/18	
					018-222-0000-4124	223.24
					018-224-0000-4124	167.45
					018-225-0000-4124	2,399.90
					070-381-0000-4124	712.01
					Total :	3,502.60
1 Vouchers for bank code :		bank3			Bank total :	3,502.60
1 Vouchers in this report					Total vouchers :	3,502.60

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07/27/2021

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223663	7/27/2021	891825 UNITED STATES TREASURY	APRIL-JUNE 2021		EXCISE TAX QRTL PYMNT-06/30/21 074-320-0000-4457	2,452.95
					Total :	2,452.95
223664	7/27/2021	891825 UNITED STATES TREASURY	CP104		AMNT DUE-TAX PERIOD ENDING-03/31 074-320-0000-4457	127.34
					Total :	127.34
					Bank total :	2,580.29
					Total vouchers :	2,580.29

2 Vouchers for bank code : bank3

2 Vouchers in this report

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223554	8/1/2021	100286 BAKER, BEVERLY	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
					Total :	168.56
223555	8/1/2021	100916 DEIBEL, PAUL	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
223556	8/1/2021	891041 GARCIA, CONNIE	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
223557	8/1/2021	101781 KISHITA, ROBERT	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
223558	8/1/2021	102126 MARTINEZ, MIGUEL	21-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	526.84
					Total :	526.84
223559	8/1/2021	891031 ORTEGA, JIMMIE	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
223560	8/1/2021	891032 OTREMBA, EUGENE	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
223561	8/1/2021	891354 RAMIREZ, ROSALINDA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
223562	8/1/2021	102940 RUIZ, RONALD	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					Total :	691.88
223563	8/1/2021	892782 TIGHE, DONNA	21-Aug		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223563	8/1/2021	892782 TIGHE, DONNA	(Continued)		001-180-0000-4127	181.48
					Total :	181.48
10 Vouchers for bank code : bank3						Bank total : 3,209.20
10 Vouchers in this report						Total vouchers : 3,209.20

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223564	8/1/2021	100042 ABDALLAH, ALBERT	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,321.98
					Total :	1,321.98
223565	8/1/2021	100091 AGORICHAS, JOHN	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	206.97
					Total :	206.97
223566	8/1/2021	891039 AGUILAR, JESUS	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	505.96
					Total :	505.96
223567	8/1/2021	100104 ALBA, ANTHONY	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
223568	8/1/2021	891011 APODACA-GRASS, ROBERTA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
223569	8/1/2021	100260 AVILA, FRANK	21-Aug		CALPERS HEALTH REIMB 041-180-0000-4127	1,196.68
					Total :	1,196.68
223570	8/1/2021	100306 BARNARD, LARRY	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
					Total :	879.00
223571	8/1/2021	100346 BELDEN, KENNETH M.	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,183.00
					Total :	1,183.00
223572	8/1/2021	892233 BUZZELL, CAROL	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
					Total :	168.56
223573	8/1/2021	891350 CALZADA, FRANK	21-Aug		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223573	8/1/2021	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	480.12
					Total :	480.12
223574	8/1/2021	100642 CASTRO, RICO	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,929.14
					Total :	1,929.14
223575	8/1/2021	103816 CHAVEZ, ELENA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					Total :	691.88
223576	8/1/2021	100752 COLELLI, CHRISTIAN	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58
					Total :	1,598.58
223577	8/1/2021	891014 CREEKMORE, CASIMIRA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
223578	8/1/2021	893711 DAVIS, JAMES	21-Aug		CALPERS HEALTH REIMB 072-180-0000-4127	1,734.92
					Total :	1,734.92
223579	8/1/2021	891016 DEATON, MARK	21-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	617.17
					Total :	617.17
223580	8/1/2021	100913 DECKER, CATHERINE	21-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	619.50
					Total :	619.50
223581	8/1/2021	100925 DELGADO, RALPH	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	480.12
					Total :	480.12
223582	8/1/2021	100960 DIEDIKER, VIRGINIA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223582	8/1/2021	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 238.25
223583	8/1/2021	892102 DOSTER, DARRELL	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 Total : 619.50
223584	8/1/2021	100996 DRAKE, JOYCE	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
223585	8/1/2021	100995 DRAKE, MICHAEL	21-Aug		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	119.13 119.12 Total : 238.25
223586	8/1/2021	100997 DRAPER, CHRISTOPHER	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
223587	8/1/2021	101044 ELEY, JEFFREY	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 Total : 1,751.00
223588	8/1/2021	891040 FISHKIN, RIVIAN	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
223589	8/1/2021	101178 FLORES, ADRIAN	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 Total : 1,526.76
223590	8/1/2021	101182 FLORES, MIGUEL	21-Aug		CALPERS HEALTH REIMB 043-180-0000-4127	1,526.76 Total : 1,526.76
223591	8/1/2021	892103 GAJDOS, BETTY	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	181.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223591	8/1/2021	892103 892103 GAJDOS, BETTY	(Continued)			Total : 181.48
223592	8/1/2021	891351 GARCIA, DEBRA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	2,478.01 Total : 2,478.01
223593	8/1/2021	891067 GARCIA, NICOLAS	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	851.32 Total : 851.32
223594	8/1/2021	101318 GLASGOW, KEVIN	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
223595	8/1/2021	891020 GLASGOW, ROBERT	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 Total : 370.00
223596	8/1/2021	101409 GUERRA, LAUREN E	21-Aug		CALPERS HEALTH REIMB 072-180-0000-4127	691.88 Total : 691.88
223597	8/1/2021	891021 GUIZA, JENNIE	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
223598	8/1/2021	101415 GUTIERREZ, OSCAR	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
223599	8/1/2021	102896 GUZMAN, ROSA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 Total : 1,526.76
223600	8/1/2021	891352 HADEN, SUSANNA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	526.84 Total : 526.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223601	8/1/2021	101440 HALCON, ERNEST	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,269.00 1,269.00
223602	8/1/2021	891918 HARTWELL, BRUCE	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 619.50
223603	8/1/2021	101465 HARVEY, DAVID	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
223604	8/1/2021	101466 HARVEY, DEVERY MICHAEL	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,131.00 1,131.00
223605	8/1/2021	101471 HASBUN, NAZRI A.	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
223606	8/1/2021	891023 HATFIELD, JAMES	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 619.50
223607	8/1/2021	892104 HERNANDEZ, ALFONSO	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,423.24 1,423.24
223608	8/1/2021	891024 HOOKER, RAYMOND	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	893.07 893.07
223609	8/1/2021	893616 HOUGH, LOIS	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 168.56
223610	8/1/2021	101597 IBRAHIM, SAMIR	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223610	8/1/2021	101597 101597 IBRAHIM, SAMIR	(Continued)			1,526.76
223611	8/1/2021	101694 JACOBS, ROBERT	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
223612	8/1/2021	892105 KAHMANN, ERIC	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	505.96 505.96
223613	8/1/2021	101786 KLOTZSCHE, STEVEN	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	889.45 889.45
223614	8/1/2021	891866 KNIGHT, DONNA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	174.48 174.48
223615	8/1/2021	892929 LEWIS, WANDA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223616	8/1/2021	891043 LIEBERMAN, LEONARD	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
223617	8/1/2021	101933 LITTLEFIELD, LESLEY	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223618	8/1/2021	102045 LLAMAS-RIVERA, MARCOS	21-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.54 1,196.54
223619	8/1/2021	102059 MACK, MARSHALL	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223620	8/1/2021	891010 MAERTZ, ALVIN	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	491.96 491.96
223621	8/1/2021	888037 MARTINEZ, ALVARO	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,484.28 1,484.28
223622	8/1/2021	102206 MILLER, WILMA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223623	8/1/2021	102212 MIRAMONTES, MONICA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
223624	8/1/2021	102232 MIURA, HOWARD	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223625	8/1/2021	892106 MONTAN, EDWARD	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 168.56
223626	8/1/2021	102365 NAVARRO, RICARDO A	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 480.12
223627	8/1/2021	102473 ORDELHEIDE, ROBERT	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	2,088.36 2,088.36
223628	8/1/2021	102483 OROZCO, ELVIRA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 168.56
223629	8/1/2021	102486 ORSINI, TODD	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	2,298.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223629	8/1/2021	102486 102486 ORSINI, TODD	(Continued)			2,298.30
223630	8/1/2021	102569 PARKS, ROBERT	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 1,751.00
223631	8/1/2021	102580 PATINO, ARMANDO	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 1,751.00
223632	8/1/2021	102527 PISCITELLI, ANTHONY	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 480.12
223633	8/1/2021	891033 POLLOCK, CHRISTINE	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 370.00
223634	8/1/2021	102735 QUINONEZ, MARIA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,196.68 1,196.68
223635	8/1/2021	891034 RAMSEY, JAMES	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	865.08 865.08
223636	8/1/2021	102864 RIVETTI, DOMINICK	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
223637	8/1/2021	102936 RUELAS, MARCO	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,377.34 1,377.34
223638	8/1/2021	891044 RUSSUM, LINDA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223639	8/1/2021	103005 SALAZAR, TONY	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
223640	8/1/2021	892107 SHANAHAN, MARK	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	505.96 505.96
223641	8/1/2021	891035 SHERWOOD, NINA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223642	8/1/2021	103175 SKOBIN, ROMELIA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 1,274.32
223643	8/1/2021	893677 SOLIS, MARGARITA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.98 1,177.98
223644	8/1/2021	103220 SOMERVILLE, MICHAEL	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.00 1,356.00
223645	8/1/2021	103394 TORRES, RACHEL	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223646	8/1/2021	889588 UFANO, VIRGINIA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
223647	8/1/2021	888417 VALDIVIA, LAURA	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	893.07 893.07
223648	8/1/2021	891046 VANAALST, LEONILDA	21-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	181.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223648	8/1/2021	891046 891046 VANAALST, LEONILDA	(Continued)			181.48
223649	8/1/2021	103550 VANICEK, JAMES	21-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.68 1,196.68
223650	8/1/2021	103562 VASQUEZ, JOEL	21-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	1,751.00 1,751.00
223651	8/1/2021	888562 VILLALPANDO, SEBASTIAN FRANK	21-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	851.32 851.32
223652	8/1/2021	103692 VILLALVA, FRANCISCO	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	2,027.69 2,027.69
223653	8/1/2021	891038 WAITE, CURTIS	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 1,274.32
223654	8/1/2021	103612 WALKER, MICHAEL	21-Aug		CALPERS HEALTH REIMB 027-180-0000-4127	1,526.76 1,526.76
223655	8/1/2021	103620 WARREN, DALE	21-Aug		CALPERS HEALTH REIMB 072-180-0000-4127	181.48 181.48
223656	8/1/2021	891036 WATT, DAVID	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 619.50
223657	8/1/2021	893690 WATTS, STEVE M.	21-Aug		CALPERS HEALTH REIMB 072-180-0000-4127	1,196.68 1,196.68

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223658	8/1/2021	891037 WEBB, NANCY	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	865.08
					Total :	865.08
223659	8/1/2021	103643 WEDDING, JEROME	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
223660	8/1/2021	103727 WYSBEEK, DOUDE	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
223661	8/1/2021	103737 YNIGUEZ, LEONARD	21-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32
					Total :	1,274.32
98 Vouchers for bank code :		bank3			Bank total :	85,693.28
98 Vouchers in this report					Total vouchers :	85,693.28

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: August 2, 2021

Subject: Consideration to Approve a Memorandum of Understanding with the Los Angeles County Flood Control District for the Disbursement of Integrated Regional Water Management Implementation Grant Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Memorandum of Understanding (MOU) (Attachment "A" – Contract No. 1911) with the Los Angeles County Flood Control District (LACFD) for the Disbursement of Integrated Regional Water Management Round 1 Implementation Grant Funds; and
- b. Authorize the City Manager, or designee, to execute the MOU and all related documents.

BACKGROUND:

1. On December 9, 2019, the City submitted a proposal to secure \$3.6 million in Prop 1 Implementation Grant funding for the San Fernando Regional Park Infiltration Project to the California Department of Water Resources (DWR) through a Greater Los Angeles County (GLAC) IRWM Region group application prepared by LACFD.
2. On October 9, 2020, the City was notified that the GLAC IRWM Region's group application for funding was conditionally awarded, but funding would be reduced by 28.49 percent. As a result, the City was awarded \$1,029,764.
3. On October 13, 2020, the City accepted the grant award in the amount of \$1,029,764 from LACFD.
4. On July 15, 2021, the City was notified by LACFD that all requested documents had been approved and the San Fernando Infiltration Project is included in the Proposition Round 1 Grant Agreement.

Consideration to Approve a Memorandum of Understanding with the Los Angeles County Flood Control District for the Disbursement of Integrated Regional Water Management Implementation Grant Funds
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ANALYSIS:

The Integrated Regional Water Management (IRWM) Grant Program is designed to encourage integrated regional management of water resources and provide funding for projects that support integrated water management planning and implementation. On November 4, 2014, California voters approved Proposition 1: the Water Quality, Supply, and Infrastructure Improvement Act of 2014. Proposition 1 authorized \$510 million in IRWM funding that is allocated to 12 hydrologic region-based Funding Areas.

The Proposition 1 IRWM Grant Program, is administered by the Department of Water Resources (DWR) and provides funding for projects that help meet the long-term water needs of the state, including:

- Assisting water infrastructure systems adapt to climate change;
- Providing incentives throughout each watershed to collaborate in managing the region's water resources and setting regional priorities for water infrastructure; and
- Improving regional water self-reliance, while reducing reliance on Sacramento-San Joaquin Delta.

The IRWM Implementation Grant Program provides approximately \$403 million in grant funding for implementation projects with at least \$51 million of that amount being made available for projects that provide benefits to Disadvantaged Communities.

The Project.

The San Fernando Regional Park Infiltration Project is located at Recreation Park. This project was one of 20 infrastructure projects submitted as part of the GLAC IRWM Region's group application. The San Fernando Regional Park Infiltration Project will capture urban runoff, which is comprised mostly of stormwater flows during the rainy season, but also dry weather runoff such as surface flows from irrigation systems. This capture will occur over a surface area equivalent to sixty percent of the City and infiltrate up to 400 acre-feet annually (approximately 130.3 million gallons of water) into the groundwater aquifer. In addition to the increase to the local water supply, the stormwater is being diverted from the Pacoima Wash and eventually the Los Angeles River. This keeps urban runoff high in metals, bacteria, chemicals, and other pollutants from impacting our waterways and marine life. The stormwater will instead be directed through a system of underground pipes to a buried storage area at Recreation Park, where the water can infiltrate and recharge the groundwater aquifer.

To receive \$1,029,764 in Prop 1 Implementation funds for the San Fernando Regional Park Infiltration Project, the City, as project recipient, is required to execute a MOU with the Los Angeles County Flood Control District (Attachment "A"). The MOU has been reviewed by staff and the City Attorney's Office. As part of the MOU, LACFD will be responsible for administering the grant funding and submitting all documentation to the California Department of Water

Consideration to Approve a Memorandum of Understanding with the Los Angeles County Flood Control District for the Disbursement of Integrated Regional Water Management Implementation Grant Funds
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Resources (DWR) on behalf of the City. The DWR oversees the entire IRWM grant program. It is the City's responsibility to provide all required supporting documentation on the project to LACFD on a regular basis, as required by the grant requirements established by the DWR. The MOU also stipulates that the City is responsible for aspects of managing the project, including construction, monitoring, operations and maintenance and legal compliance.

BUDGET IMPACT:

The \$1,029,764 in Prop 1 Implementation grant funds for the construction phase of the San Fernando Regional Park Infiltration Project were appropriated in the Capital Grants Fund (010-310-0645-4600) within the approved Fiscal Year 2021-2022 approved budget. The grant requires a 50 percent match will be covered using \$9 million in grant funds received from Safe Clean Water Regional Grant Program the City was awarded earlier this year.

CONCLUSION:

It is recommended that the City Council approve the Memorandum of Understanding with the Los Angeles County Flood Control District for the Disbursement of Integrated Regional Water Management Round 1 Implementation Grant Funds.

ATTACHMENT:

A. Contract No. 1911

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "Agreement"), is made and entered into as of the date of the last Party, signature set forth below between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as "LACFCD"), and CITY OF SAN FERNANDO (hereinafter referred to as "Local Project Sponsor" or "LPS"). LACFCD and LPS are hereinafter referred to as "Parties" or, each individually, as "Party" for the following project(s): San Fernando Regional Park Infiltration Project (hereinafter referred to as "Project(s)"). The requested grant amount for the Project(s) is \$1,029,764.00.

W I T N E S S E T H

WHEREAS, in November 2014, the voters of California enacted the Water Quality, Supply, and Infrastructure Improvement Act of 2014, (hereinafter referred to as Proposition 1), adding provisions to the California Water Code; and

WHEREAS, Proposition 1 amended the California Water Code to include Section 79740 et seq., which authorizes the Legislature to appropriate five hundred and ten million dollars (\$510,000,000.00) for Integrated Regional Water Management (hereinafter referred to as "IRWM") water resources-related projects that address water supply, water quality, and habitat/open space needs in a region; and

WHEREAS, the intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water; and

WHEREAS, the California Department of Water Resources (hereinafter referred to as "DWR") issued Proposition 1 IRWM Grant Program Guidelines and Implementation Grant Proposal Solicitation Package (hereinafter referred to as "Guidelines") in April 2019 to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 1 grants under the IRWM Grant Program; and

WHEREAS, eligible grant recipients under the Guidelines are public agencies defined as any state agency or department, special district, joint powers authority, a City, County, City and County, District, or other political subdivision of the State, nonprofit organizations defined as any corporation qualified to do business in California and qualified under United States Code, Title 26, §501(c)(3), public utilities, federally recognized Tribes listed on the Native American Heritage Commission's Tribal Consultation list, and mutual water companies. Entities that are part of a regional water management group and responsible for applying for the grant may also perform work funded by the grant; and

WHEREAS, under the Guidelines, IRWM Implementation grant proposals must be submitted by an IRWM Region that was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process and must: (1) include projects that are consistent with an adopted

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IRWM Plan (hereinafter referred to as "Plan"), (2) require project proponents to adopt the latest updated Plan (3) describe specific implementation projects for which funding is being requested, and (4) identify matching funding; and

WHEREAS, the 2014 Updated Plan for the Greater Los Angeles County Region (hereinafter referred to as "Region"), adopted on May 20, 2014, and amended and approved on May 18, 2018 by DWR, will facilitate a regional approach to watershed management by establishing collaborative efforts across the watersheds within the Region; and

WHEREAS, the Region was accepted into DWR's IRWM Grant Program through the 2009 Region Acceptance Process in September 2009; and

WHEREAS, the Region's IRWM Group, which includes the Region's participating local entities and the LPSs identified in Exhibit I of the Grant Agreement, designated LACFCD as the regional entity to apply for grant funds on behalf of all proposed projects for the Region through the IRWM process; and

WHEREAS, the implementation grant proposal for the Region included several proposed projects sponsored by the following local entities, solely or jointly, (the projects are identified in Exhibit I to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, as it existed as of the date of execution of this MOU, is attached hereto and incorporated herein as Attachment A): City of Agoura Hills, City of Beverly Hills, City of Calabasas, City of Culver City, City of San Fernando, Council for Watershed Health, County of Los Angeles (Sativa), County of Los Angeles Public Works (three separate projects), Central Basin Municipal Water District, Las Virgenes Municipal Water District, Los Angeles Department of Water and Power, Valley County Water District, and Los Angeles County Waterworks District 29 Malibu (collectively, the "Projects"); and

WHEREAS, the Projects are identified in Exhibit I to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, as it existed as of the date of execution of this MOU, is attached hereto and incorporated herein as Attachment A; and

WHEREAS, for IRWM projects funded under the grant involving the participation of more than one entity, it is the intention of the Parties that the LPS be a single entity responsible for implementation of the Project(s) and having the authority to enter into this Agreement on behalf of all entities participating in the Project(s); and

WHEREAS, LPS assumes all responsibilities and liabilities for the Project(s) under this Agreement (including Grant Agreement responsibilities allocated to LPS under this Agreement). LPS will be the entity that invoices LACFCD and provides any documentation and information requested or required under this Agreement or the Grant Agreement by LACFCD with respect to the implementation of the Project(s), including supporting documentation, reports, and notices. In the event that the Project(s) will be implemented by more than one entity, LPS shall ensure that it has entered into appropriate written agreement(s) with each of the other Project-implementing entities to confirm the authority of LPS to enter into this Agreement on their behalf, and shall ensure that each of the other Project-implementing entities agrees to defend, indemnify and hold harmless LACFCD to the same extent that LPS provides to LACFCD under this AGREEMENT. Further, each entity participating in a Project acknowledges full responsibility for the

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implementation of the Project(s), including all responsibilities identified in this Agreement as well as the Grant Agreement and commits to the fulfillment of their respective obligations with respect to the Project(s). As to LACFCD, LPS remains solely responsible for all aspects of the Project(s); and

WHEREAS, DWR has indicated that it will award an implementation grant of up to Fifteen Million, Two-Hundred and Eighty-Eight Thousand, Six Hundred and Eighty Dollars (\$15,288,680.00) to the LACFCD on behalf of the Region's LPSs; and

WHEREAS, DWR has indicated that it will enter into an agreement (hereinafter referred to as Grant Agreement) with LACFCD, for the administration of the implementation grant funds with respect to the fifteen (15) projects, including LPS's Project(s); and

WHEREAS, LPS desires that LACFCD execute the anticipated Grant Agreement with DWR and perform the role of Grantee therein on LPS's behalf so that LPS can receive and benefit from the Proposition 1 grant funds for its Project(s) in the amount to be identified in Exhibit B to the Grant Agreement; and

WHEREAS, LACFCD and LPS desire to enter into this Agreement to clarify their respective responsibilities with respect to the anticipated grant from DWR and the Parties' responsibilities pursuant to the Grant Agreement; specifically, the Parties intend that LACFCD's role will be to administer the grant funding and submit documentation required under the Grant Agreement to DWR on behalf of LPS, for which LACFCD will be reimbursed pursuant to this Agreement. LPS will be responsible for all other activities required under the Grant Agreement related to its Project(s), including, but not limited to construction, monitoring, Project management, operations and maintenance and legal compliance; and

WHEREAS, the LPS was awarded a project grant of \$1,029,764.00. This amount includes the administrative fee in the LPS's requested grant amount to cover the LACFCD's costs for grant administration and oversight and reflected in Exhibit B of the Grant Agreement. The Parties intend by this Agreement to establish that LACFCD will seek reimbursement of up to four- and one-half percent (4.5%) administrative costs directly from the DWR reimbursement for these costs; and

WHEREAS, the LPS previously agreed to pay West Basin Municipal Water District \$12,987.52 for the cost of preparing and processing the LPS's grant application(s) for its project(s) and

WHEREAS the Parties acknowledge that LACFCD will not approve any aspect of the Project(s) or provide any resources related to implementation of the Project(s) outside of grant funding, if any, which is provided to LACFCD from DWR, specifically for the Project(s).

NOW, THEREFORE, LACFCD and LPS hereby agree as follows:

LACFCD'S RESPONSIBILITIES

Section (1) LACFCD AGREES TO, for as long as the Grant Agreement remains in effect:

- (1) Provide staff to oversee grant administration, manage grant funds and provide Project oversight, as related to the grant.

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- (2) Establish an independent account to manage the grant funds for each Project and provide routine updates to the LPS of balance and activities of each account.
- (3) Receive from LPS and submit to DWR the reports and information prepared and provided by LPS for each Project as requested by LACFCD and/or as required under the Grant Agreement.
- (4) Negotiate and execute amendments to the Grant Agreement on behalf of LPS, upon written request and approval by LPS.
- (5) Process grant reimbursement requests submitted by LPS, including, submission of such requests to DWR and, only upon receipt of funds from DWR related to the invoices submitted, provide reimbursement to LPS within thirty (30) days of receipt by LACFCD of funds from DWR.
- (6) Submit grant reimbursement request(s) to DWR, for a total amount not to exceed \$46,339.38 to reimburse LACFCD's administrative costs, management, and project oversight efforts with respect to the IRWM grant, as authorized by DWR and pursuant to Section (2)(8).

LPS'S RESPONSIBILITIES

Section (2) LPS AGREES TO:

- (1) Retain sole and full responsibility for all aspects of LPS's Project(s) as identified in the Grant Agreement, including any approved amendments, including, but not limited to: planning, design, review and approval of plans, specifications, bid documents and construction documents, implementation; construction; management; Project oversight; monitoring; inspections; operation and maintenance; submission of Project reimbursement billing requests; provision of reports, notifications and notices; compliance with all legal requirements related to the Project(s) such as lead agency responsibilities, and all other applicable local, State and Federal statutes and regulations related to the Project(s) for the lifetime of the Project(s) notwithstanding any early termination of this Agreement.
- (2) Plan, design, construct, and continuously operate and maintain LPS's Project(s) pursuant to LPS's Work Plan as identified in Exhibit A to the Grant Agreement. LPS agrees to notify LACFCD and receive LACFCD's written approval as well as that of DWR in advance of implementing any proposed changes to LPS's Project(s), including proposed future changes to the Work Plan.
- (3) Comply with all terms, provisions and commitments contained in the Grant Agreement, including all exhibits and attachments thereto, applicable to LPS or to LACFCD as Grantee or to representatives of Grantee under the Grant Agreement, whether or not herein specifically referenced, (with the exception of responsibilities identified in Section (1)(1) above which are solely responsibilities of LACFCD) for the lifetime of the Project(s). The Parties agree that responsibilities of LPS, Grantee, representatives of Grantee or activities for which LACFCD (as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, shall remain the sole responsibility of LPS, with the exception of activities herein listed as LACFCD'S RESPONSIBILITIES.
- (4) Comply with all applicable environmental requirements pertaining to the Project(s), including but not limited to the California Environmental Quality Act (CEQA), the State

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CEQA Guidelines and, if applicable, the National Environmental Policy Act (NEPA). Submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental permits, including but not limited to DWR's Environmental Information Form. LACFCD is not responsible for any aspect of environmental compliance with respect to the Project(s), including any proposed future changes to LPS's Project(s), and no Project may be implemented absent LPS's compliance with CEQA and other environmental laws and regulations. Prior to submission of each invoice to LACFCD under this Agreement, LPS must submit written confirmation to LACFCD, in a format to be specified by LACFCD, that it has complied with all requirements of the Grant Agreement, including, but not limited to compliance with CEQA and, as applicable, NEPA for LPS's Project(s), including all work covered under the invoice, and shall provide appropriate evidence of its compliance. In addition, LPS agrees to submit written confirmation of CEQA and applicable NEPA compliance prior to implementing any future changes to its Project(s).

- (5) Demonstrate availability of funds to complete the Project by submitting the most recent three (3) years of audited financial statements and provide cost share funding match for the LPS's Project in the amount identified in Exhibit B of the Grant Agreement.
- (6) Ensure that any and all permits, licenses and approvals required for its Project(s) are obtained in a timely manner and maintained in effect as legally required.
- (7) Submit not more than one reimbursement request per month to LACFCD, in the format specified by LACFCD, executed by an authorized individual at LPS who is knowledgeable of the information and certifies and warrants the accuracy of the information contained in the reimbursement request.
- (8) Allow LACFCD to be reimbursed by DWR in an amount not to exceed \$46,339.38, representing up to four-and a half percent (4.5%) of LPS's requested grant amount for grant administrative costs, management, and project oversight efforts with respect to the IRWM, which will be subtracted from the LPS's requested grant amount, as reflected in Exhibit B of the Grant Agreement. LPS thereby agrees that it will be reimbursed \$1,029,764.00 by LACFCD under this Agreement.
- (9) Prepare, provide and ensure accuracy of all deliverables, reports, documentation, notifications, notices and information related to the Project(s), as required under the Grant Agreement and/or requested by LACFCD to assist LACFCD and to enable LACFCD or LPS to provide information required under the Grant Agreement to DWR in a prompt and timely manner, in accordance with the provisions of the Grant Agreement.
- (10) Inform LACFCD within fifteen (15) days of any material changes related to the Project(s) including but not limited to, the progress of construction, Project budget(s), and Project benefits, through reporting process or other methods established by LACFCD.
- (11) Repay the LACFCD any amount owed to DWR within 30 days of written notification, if for any reason DWR determines that LPS's Project(s) is no longer entitled to grant funds.
- (12) Provide regular and ongoing inspections of construction work in progress and be responsible to keep work under control. Authorize LACFCD to inspect the Project(s), at LACFCD's discretion, to review the progress of the Project(s).
- (13) Accept all liabilities and hold LACFCD legally and financially harmless if it is determined

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by court of law that LPS's allocation and use of the grant and matching funds is in violation of any applicable statutes, regulations, ordinances, guidelines, or requirements, including, but not limited to, grant requirements, and/or requirements governing contracting, and subcontracting, unless such violation(s) is due to LACFCD's active negligence or willful misconduct.

- (14) Accept sole responsibility for persons performing work related to the Project(s), including, but not limited to, employees, contractors, subcontractors, suppliers and providers of services.
- (15) Accept sole responsibility for any and all disputes arising out of contracts for implementation of the Project(s), including, but not limited to, payment disputes involving representatives of LPS, contractors and subcontractors. LPS acknowledges that LACFCD will not mediate or be involved with disputes between LPS and any other entity concerning responsibility for performance of work related to the Project(s).
- (16) Comply with all Basic Conditions, conditions for disbursement, Continuing Eligibility requirements, and Standard Conditions set forth in the Grant Agreement at all times.
- (17) Designate in writing a Project Manager with the full authority to act on behalf of LPS on any matter related to the Project(s) and advise LACFCD and DWR immediately in writing of any change in Project Manager.

Section (3) TERMINATIONS/SUSPENSIONS

(1) Termination of Agreement

This Agreement shall remain in effect while the Grant Agreement or any provision of the Grant Agreement remains in effect. LPS's indemnification will remain in effect for the lifetime of the Project(s). Following termination of the Grant Agreement, LPS shall remain solely responsible for any liability, costs or expenses related to its Project(s), including any request for repayment by DWR or LACFCD related to LPS's Project(s) and/or any other costs, fees and/or penalties, such as costs related to allegations of default under Section 12 of the Grant Agreement, which may be asserted against LACFCD by DWR related to the LPS's Project(s). LPS acknowledges that in no event shall LACFCD be responsible for any liability, costs, or expenses related to LPS's Project(s) or for the performance of work on, or the operation or maintenance of, the completed Project(s) as a result of the termination of the Grant Agreement or for any other reason.

(2) Termination for Noncompliance with Child Support Requirements

LPS shall maintain compliance with requirements of LACFCD's Child Support Compliance Program as certified in LPS's Child Support Compliance Program Certification and as set forth in this Agreement. Failure of LPS to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within ninety (90) days of notice by LACFCD shall be grounds upon which LACFCD may give notice of termination and terminate this Agreement.

(3) Termination/Suspension for Convenience

This Agreement and/or any work required hereunder may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by LACFCD, in its sole discretion, to be in its best interest. Suspension or termination hereunder shall be effected

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by notice of suspension or termination to LPS specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten (10) days after the notice is sent.

After receipt of a notice of suspension or termination and except as otherwise directed by LACFCD, LPS shall:

- a. Stop work under this Agreement on the date and to the extent specified in such notice.
- b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice within the timeframe specified in such notice.

All material including books, records, documents, or other evidence bearing on the costs and expenses of LPS under this Agreement shall be maintained by LPS in accordance with Exhibit D of Grant Agreement.

All material including books, records, documents, or other evidence bearing on the costs and expenses of LPS under this Agreement shall be maintained by LPS in accordance with Exhibit D of Grant Agreement.

Reports, samples, and other materials prepared by LPS under this Agreement shall be delivered to LACFCD upon request and shall be in public domain as outlined in Exhibit D of Grant Agreement.

(4) Termination/Suspension for Default

LACFCD may, by written notice to LPS, suspend or terminate this Agreement and/or work required hereunder in whole or in part, if, in the judgment of LACFCD:

- a. LPS has materially breached this Agreement; or
- b. LPS fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or
- c. LPS fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as LACFCD may authorize in writing) after receipt of written notice from LACFCD specifying such failure.

In the event LACFCD suspends or terminates this Agreement and/or any work required hereunder in whole or in part pursuant to this paragraph, LACFCD may procure, upon such terms and in such manner, as LACFCD may deem appropriate, goods and services similar to those so suspended or terminated. LPS shall be liable to LACFCD for any and all excess costs incurred by LACFCD, as determined by LACFCD, for such similar goods and services. LPS shall continue the performance of this Agreement to the extent not suspended or terminated under the provisions of this paragraph.

Except with respect to defaults of any Subcontractor, LPS shall not be liable for any excess costs of the type identified above, if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of LPS. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of LACFCD in

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either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of LPS. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both LPS and Subcontractor, and without the fault or negligence of either of them, LPS shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit LPS to meet the required delivery schedule.

If, after LACFCD has given notice of termination or suspension under the provisions of this paragraph, it is determined by LACFCD that LPS was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.

- a) The rights and remedies of LACFCD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- b) As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

(5) Termination/Suspension for Improper Consideration

LACFCD may, by written notice to LPS, immediately terminate the right of LPS to proceed under this Agreement if it is found that consideration, in any form, was offered or given by LPS, either directly or through an intermediary, to any LACFCD officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to LPS performance pursuant to this Agreement. In the event of such termination, LACFCD shall be entitled to pursue the same remedies against LPS as it could pursue in the event of default by LPS.

LPS shall immediately report any attempt by a LACFCD officer or employee to solicit such improper consideration. The report shall be made either to LACFCD manager charged with the supervision of the employee or to the Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel, entertainment, or tangible gifts.

(6) Termination/Suspension for Insolvency

LACFCD may suspend or terminate this Agreement and/or any work required hereunder forthwith in the event of the occurrence of any of the following:

- a) Insolvency of LPS. LPS shall be deemed to be insolvent if it has ceased to pay its debts, including but not limited to any contractual obligations to its subcontractors, for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy

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Code, and whether or not LPS is insolvent within the meaning of the Federal Bankruptcy Code.

- b) The filing of a voluntary or involuntary bankruptcy petition relative to LPS under the Federal Bankruptcy Code.
 - c) The appointment of a bankruptcy Receiver or Trustee for LPS.
 - d) The execution by LPS of a general assignment for the benefits of creditors.
 - e) The rights and remedies of LACFCD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- (7) Termination/Suspension for Nonadherence to County Lobbyists Ordinance
- Each LACFCD lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by LPS shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. LPS's signature on the Agreement is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any LACFCD lobbyist retained by LPS to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which LACFCD may immediately terminate or suspend this Agreement.

Section (4) GENERAL INDEMNIFICATION

- (1) LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for the County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or relating to: acts or omissions of the LPS related to its Project(s) and/or any acts or omissions of LACFCD made on behalf of or for the benefit of LPS pursuant to this Agreement, including, but not limited to, LACFCD's actions or activities in administering the grant funding and other LACFCD responsibilities set forth in Section (1)(1), but not including any acts or omissions of the LACFCD that involve the LACFCD's active gross negligence or willful misconduct. LPS liability arising from the active gross negligence or willful misconduct of LACFCD is excluded under this paragraph. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).
- (2) LACFCD shall indemnify, defend, and hold harmless LPS, its successors and assigns, officials, officers, employees, agents and those LPS agents serving as independent contractors in the role of LPS officials or officers from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses arising from or relating to: LACFCD's active gross negligence or willful misconduct in its performance of LACFCD's RESPONSIBILITIES under this Agreement. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect

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and shall survive the termination, for any reason, of the Grant Agreement or this Agreement.

- (3) If, for whatever reason, DWR fails to fund any part of the grant commitment related to the Project(s), LPS shall hold LACFCD harmless for that failure to fund and shall not seek any funding from LACFCD other than funds actually provided by DWR to LACFCD and specifically identified for LPS's Project(s). If, for whatever reason, DWR demands repayment of any part of the grant commitment related to the Project(s), LPS shall indemnify, defend, and hold LACFCD harmless for that repayment demand and shall not seek any funding from LACFCD in connection therewith.
- (4) LPS shall comply with the requirements set forth in CEQA and the CEQA Guidelines for its Project(s). LPS is ultimately and solely responsible for compliance with all applicable CEQA and NEPA requirements, including any mitigation measures required for the Project(s). LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the Project(s) that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines, NEPA and/or other Federal, State, and local environmental laws, rules, and regulations, guidelines, and requirements for the Project(s). This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).

Section (5) CHILD SUPPORT LAWS

- (1) LACFCD's Policy on Child Support Laws

LPS acknowledges that LACFCD places a high priority on the enforcement of child support laws and the apprehension of child support evaders. LPS understands that it is LACFCD's policy to encourage all LACFCD contractors to voluntarily post LACFCD'S Los Angeles Most Wanted: Delinquent Parents List, in a prominent position at LPS's place of business

- (2) Child Support Compliance Program

As required by LACFCD's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting LPS's duty under this Agreement to comply with all applicable provisions of law, LPS warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure, Section 706.031 and Family Code, Section 5246(b).

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Section (6) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

- (1) LPS shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

Section (7) PROHIBITION AGAINST USE OF CHILD LABOR

- (1) LPS shall:
 - a. Not knowingly sell or supply to LACFCD any products, goods, supplies or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,
 - b. Upon request by LACFCD, identify the country/countries of origin of any products, goods, supplies, or other personal property LPS supplies to LACFCD; and,
 - c. Upon request by LACFCD, provide to LACFCD the manufacturer's certification of compliance with all international child labor conventions.

Section (8) NOTIFICATION

- (1) Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and
 - a. shall be delivered to the representatives of the Parties at the addresses set forth below, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address:

LACFCD:

Matthew Frary, Principal Engineer
Stormwater Planning Division
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

LPS:

Kenneth Jones, Management Analyst
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

- b. or when LACFCD establishes a process to electronically upload some of the above stated information via the Web, the LPS shall submit the information accordingly as directed by LACFCD.

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Section (9) MUTUAL COVENANTS

- (1) Governing Laws, Jurisdiction, and Venue: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, LPS and LACFCD agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.
- (2) Amendment: No variation, modification, change, or amendment of this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by both Parties. This Agreement shall not be amended or modified by oral agreements or understandings between the Parties or by any acts or conduct of the Parties. Notwithstanding the above, the Parties agree that any amendment to the Grant Agreement (including any amendment to LPS's grant amount and corresponding change to the dollar amount of LACFCD's 4.5 percent administrative fee) shall become part of this Agreement upon the provision of written notice to the LPS without the necessity of further written agreement between the Parties absent the immediate provision of written objection by LPS to LACFCD.
- (3) Entire Agreement: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.
- (4) No Third-Party Beneficiary/Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.
- (5) Waiver: No waiver of any breach or default by any Party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any Party to enforce at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- (6) Covenant: All provisions of this AGREEMENT, whether covenants or conditions, on the part of LPS shall be deemed to be both covenants and conditions.
- (7) Interpretation: All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting Party simply by virtue of having drafted the ambiguous provision.
- (8) Assignment: No Party shall assign this Agreement or any of such Party's interest, rights, or obligations, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld except that any Party may assign the Agreement, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.
- (9) Relationship of Parties: The Parties are, and at all times shall remain as to each other, wholly independent entities. No Party to this Agreement shall have the power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this Agreement. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another Party.

Memorandum of Understanding Between
City of San Fernando and Los Angeles
County Flood Control District

- (10) Successors: This Agreement shall be binding upon and shall insure to the benefit of the respective successors, heirs and assigns of each Party.

Section (10) NEGATION OF PARTNERSHIP

- (1) Nothing in this Agreement shall be construed to render LACFCD in any way or for any purpose a partner, joint venturer, or associate in any relationship with LPS, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party unless expressly provided in this Agreement.

Section (11) SAVINGS CLAUSE

- (1) If any provision or provisions of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall continue in full force and effect and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained in this Agreement.

Section (12) AUTHORITY TO ENTER INTO AGREEMENT

- (1) Each of the persons signing below on behalf of a Party represents and warrants that he or she is an authorized agent who has actual authority to bind LPS to each and every term, condition, and obligation to this Agreement and that all requirements of LPS have been fulfilled to provide such actual authority.

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Memorandum of Understanding Between
City of San Fernando and Los Angeles
County Flood Control District

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by
their respective officers, duly authorized by the LPS on _____
and by the LACFCD on _____

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By

MARK PESTRELLA, PE
Director of Public Works

Date

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By

Deputy

Date

CITY OF SAN FERNANDO

ATTEST:

By

Nick Kimball
City Manager

Date

APPROVED AS TO FORM:

By

Richard Padilla
City Attorney
Olivarez Madruga Lemieuw O'Neill, LLP

Date

Memorandum of Understanding Between
City of San Fernando and Los Angeles
County Flood Control District

ATTACHMENT A

GRANT AGREEMENT

**BETWEEN THE
STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES)
AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

AGREEMENT NUMBER 4600013903

**PROPOSITION 1 ROUND 1
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT
FUNDING FROM THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE
IMPROVEMENT ACT OF 2014
(PROPOSITION 1)
PURSUANT TO CHAPTER 7 REGIONAL WATER SECURITY, CLIMATE, AND
DROUGHT PREPAREDNESS
(WATER CODE § 79740 et seq.)**

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA
(DEPARTMENT OF WATER RESOURCES) AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AGREEMENT NUMBER 4600013903**

**PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Los Angeles County Flood Control District, a public agency, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on September 24, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by June 30, 2024, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after September 30, 2024.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$15,288,680.
- 4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.
- 5) BASIC CONDITIONS.
 - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
 - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
 - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.
 - B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State,
 - c) The State has completed its CEQA process as a Responsible Agency, and
 - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.
- 6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project 3/construction. Reimbursable administrative expenses are the necessary costs incidental but directly

related to the Project included in this Agreement. Costs incurred after the September 23, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
 - B. Costs for preparing and filing a grant application.
 - C. Operation and maintenance costs, including post construction performance and monitoring costs.
 - D. Purchase of equipment that is not an integral part of a project.
 - E. Establishing a reserve fund.
 - F. Purchase of water supply.
 - G. Replacement of existing funding sources for ongoing programs.
 - H. Meals, food items, or refreshments.
 - I. Payment of any punitive regulatory agency requirement, federal or state taxes.
 - J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
 - K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
 - L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: 901 P Street, Rm 213A, Sacramento, CA 95814.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
- i. Descriptive information of each project with an update on project status

- ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
 - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - iv. Any other information that DWR may deem necessary
- C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
 - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such

notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

- E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
- B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
 - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
 - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.

- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

- 14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.
- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
- B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
- C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
- D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
- E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be

usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Los Angeles County Flood Control District

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

Mark Pestrella
Chief Engineer, Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803
Phone: (626) 458-4001
Email: mpestrella@dpw.lacounty.gov

Direct all inquiries to the Project Manager:

Department of Water Resources

Los Angeles County Flood Control District

Pavel Zakusilo
Engineer, Water Resources
Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236-0001
Phone: (916) 651-9254
Email: Pavel.Zakusilo@water.ca.gov

Amanda Guzman-Perez
Grant Manager
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803
Phone: (626) 458-7117
Email: aguzmanperez@dpw.lacounty.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Arthur Hinojosa
Manager, Division of Regional Assistance

Date 7/13/2021

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT



Mark Pestrella, PE
Chief Engineer, Department of Public Works

Date 7/13/2021

APPROVED AS TO FORM:



Rodrigo A. Castro-Silva
County Counsel

Date 7/12/2021

EXHIBIT A
WORK PLAN

PROPOSITION 1 ROUND 1 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT

PROJECT 1: Advanced Meter Replacement Project

IMPLEMENTING AGENCY: Valley County Water District (VCWD)

PROJECT DESCRIPTION: Advanced Meter Replacement Project will replace 11,050 of the manually read residential water meters with advanced water meters within 2 years. The project objectives include conserving water, reducing energy needed for producing and pumping water, engaging customers in water use efficiency, obtaining accurate water consumption data, improving VCWD's ability to identify and address backflow conditions detected by new metering technology, and keeping costs down for the DAC community. The Project will yield 280 acre-feet per in water savings, and a 14,558 pounds reduction in carbon emissions associated with manual reading. The Project will also provide indirect water quality benefits, by allowing to pump less of the groundwater, contaminated with nitrate and perchlorate.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare draft Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not Applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies – Not Applicable

Task 5: CEQA Documentation

A Notice of Exemption was filed October 1, 2019 with the County Clerk, County of Los Angeles. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting – Not Applicable

Task 7: Design

An assessment of the existing meter conditions has already been completed. The necessary research to identify available technologies has also already been completed. A pilot study was carried out using two different technologies. An installation plan will be developed under Task 7, along with the development of final estimates of equipment and installation costs prior to implementing the advanced water meter system.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services – Not Applicable. All work will be completed in-house by VCWD staff.

Task 10: Implementation Administration

VCWD will hold a kickoff meeting with the contracted vendor that will supply the advanced meters to refine the timeline and expectations. This task will include evaluation of bids and communication with the contracted vendor as the equipment and advanced water meters are procured. This task will also include refining internal work order processes.

Deliverables:

- DWR Certificate of Project Completion

Task 11: Implementation

Implementation activities are outlined below.

11(a): Equipment Procurement: This subtask includes the procurement of all equipment necessary to ensure successful installation. In addition to the 11,050 advanced water meters that will be purchased, other equipment will be required to carry out the installation, such as meter box lids, hardware and software.

11(b): Customer Outreach: This task will include outreach to customers, including placing door tags and bill inserts or mailing information packets informing them of the benefits of the new technology, installation plan, and resources they can review to engage with VCWD through the customer portal.

11(c): Software Setup and Implementation: VCWD will coordinate setup of all necessary software between vendor and IT including configuration, testing and deployment of equipment including new web-based customer portal. Training will also include customer billing.

11(d): Meter Installation: Installation of advanced water meters will include removal of existing meters and replacement with new units at 11,050 residential service meter locations. Existing units will be replaced with new advanced meters, receivers, and meter box lids. Meters will be field tested to validate system functionality.

Deliverables:

- Photographic Documentation of Progress

PROJECT 2: East Los Angeles Sustainable Median Stormwater Capture Project

IMPLEMENTING AGENCY: Los Angeles County Public Works

PROJECT DESCRIPTION: East Los Angeles Sustainable Median Stormwater Capture Project involves the installation of stormwater and urban runoff diversion systems with pretreatment units connecting to over 100 infiltration dry-wells located within existing roadway medians. The system and drywells will divert and infiltrate up to 22 acre-ft per event of the stormwater, and urban runoff into the existing Central Basin Groundwater Aquifer for ultimate reuse, thereby reducing the need for imported water. This system is expected to improve water quality in the region by reducing the amount of pollutants entering local rivers and waterways. Over 300 trees and 273,400 square feet of landscaping will be installed, which will assist in addressing climate change by reducing heat island effect. Landscaping will include drought tolerant planting with a drip irrigation system to establish the plants and ensure conservation of water.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR. Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 4: Land Purchase – Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 5: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process and work for both studies started in November 2015. Geotechnical investigation (completed July 2018) was completed to assess the project location for suitability of infiltration. A hydrology study (completed January 2016) was completed to classify the overall project drainage area as well as pertinent design criteria related to planned runoff volumes.

Deliverables:

- East Los Angeles Median Project – Hydrology Study
- Infiltration Feasibility Investigation – Montebello LMD – Phase II

Task 6: CEQA Documentation

A Notice of Determination for the addendum to LA County's programmatic Environmental Impact Report related to Stormwater Projects was filed with the State Clearinghouse on August 28, 2019. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 7: Permitting

This task has been completed. Drywell Registration from the Environmental Protection Agency (EPA) was obtained on May 24, 2018. A certification for Groundwater Compliance was signed for the State on October 17, 2019 that certified the project as conforming to the requirements of adjudicated water rights in the project's subject groundwater basin. No further permits will be needed for construction.

Deliverables:

- Permits as required

Task 8: Design

This task was completed in August 2019. Preliminary design was completed including the following supporting work: geotechnical investigation, topographic survey, and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications, including: preliminary design details for and 100% (Final) design, plans, and specifications.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications
- Geotechnical Investigation Report
- Topographic Survey

Task 9: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 10: Contract Services

This Task was completed in May 2020. Activities necessary to secure a contractor and award the contract included: developing bid documents, preparing advertisement and contract documents for construction contract bidding, conducting pre-bid meeting, bid opening and evaluation, selection of the contractor, award of

contract, and issuance of notice to proceed. This task started in September 2019, the contract was awarded in April 2020 and the first Notice to Proceed was issued in May 2020

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed
- Construction Contract

Task 11: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: required equipment and materials for project construction will be mobilized.

11(b): Site preparation will include: preliminary grading and site clearing for project construction.

11(c): Install, construct, excavate: excavation for stormwater structures and connection lines, and drilling for 100 stormwater drywells.

11(d): Improve the site per design or restore to pre-existing conditions.

Deliverables:

- Photographic Documentation of Progress

PROJECT 3: Citywide Green Street Project

IMPLEMENTING AGENCY: City of Calabasas

PROJECT DESCRIPTION: Citywide Green Street Project will improve water quality and flood management by using natural systems and low impact development strategies at the Las Virgenes Road site. Stormwater bio-swales will maximize stormwater capture and improve water quality. Additional vegetation will be placed along the road to improve the air quality and decrease the heat island effects from urban settings. Bio-filtration planters and bio-swales will retain runoff water and filter by removing sediment, bacteria and metals from the street runoff. The bio-swales and planters proposed as part of the Project are capable of capturing and filtering 33 cubic feet per second of storm water runoff. In addition to improving surface water quality, this Project will reduce the City's carbon footprint and cut down on greenhouse gases.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

An easement of 1500 square feet will be necessary at the Las Virgenes Road project site. The easement was acquired from the Malibu Canyon Apartments in July 2020.

Deliverables:

- Easement to Malibu Canyon Apartments

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. The following feasibility studies have been completed to inform the construction of the Project: Location study, stormwater retention study, a design study, surveying, soil testing, and a hydrology study.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Exemption was filed with County Clerk, Los Angeles County, for this project on March 29, 2019. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

All permits required for the Project have already been acquired. Permits have been filed with Los Angeles County to modify the flood control access and with the City of Calabasas for an encroachment permit.

Deliverables:

- Permits as required

Task 7: Design

The design is being completed in-house by City of Calabasas engineers. The Design Task includes the preparation of the preliminary designs (completed 65%), 100% design plans, specifications, and cost estimates. The remaining 35% of design is in progress. This task will also include any field measurements that will be required throughout each design stage.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Under this task, mobilization will take place, which involves setting up equipment, putting traffic control in place, and bringing necessary equipment to the site. Equipment will include trucks, machines, tools, and workers to the site. Following the completion of all components of construction, each project site will be demobilized, and resurfacing will be completed.

11(b): Site preparation: remove and dispose of concrete, guardrails, fences, bollards, pavement and wires

11(c): Install, construct, excavate: This task will include any earthwork necessary at the site prior to construction. Bio-swales and bio-filtration planters will be installed according to the design drawings. The ground surface will be covered once the bio-swales and planters are installed. New, Americans with Disabilities Act compliant, curbs and ramps will be constructed. A new retaining wall at all three sites will need to be built to prevent slope failure. A water meter and traffic signs will also be installed.

11(d): Improvements: Vegetation and trees will be planted following construction and installation, according to the design plans. Any necessary landscaping that is required to finalize the project after construction will be done under this subtask. Improvements under this subtask will also include adding connections from the newly built site to local trails nearby. The improvements made under this subtask will only be those that are essential to the delivery of project benefits.

Deliverables:

- Photographic Documentation of Progress

PROJECT 4: Advanced Metering Infrastructure Project (LVMWD)

IMPLEMENTING AGENCY: Las Virgenes Municipal Water District

PROJECT DESCRIPTION: Advanced Metering Infrastructure Project (LVMWD) consists of replacing approximately 22,000 manually-read water utility meters and network infrastructure within the Las Virgenes Municipal Water District service area with Advanced Metering Infrastructure (AMI) or “Smart Meters” that will automatically relay meter data wirelessly on a continuous basis. Meter Data Management Software (MDMS) and Customer Engagement Platform Software will also be installed and integrated. This project is expected to reduce water use by an estimated 1,500 acre-feet per year and be less reliant on imported water. This Project will help attain the goal of “Make Conservation a California Way” by notifying water customers of water leaks and by providing them with tools to analyze their water use. The Project will also help by eliminating the use of vehicles for meter reading resulting in a reduction of approximately 4,365 metric tons of CO₂, helping to advance the state objective to address climate change.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of “Acknowledgment of Credit” per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. A report was prepared by an outside consultant, TritonAMI, to explore the costs and feasibility of the project in 2017. The feasibility study confirmed that Advanced Metering Infrastructure was feasible, comparable to long-term costs for

traditional manual meter reading, but also offered several additional benefits, including improved customer service, timely leak detection, water conservation and greenhouse gas reduction.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Exemption was filed with Los Angeles County Clerk on March 12, 2018. The project was determined to be Categorical Exempt under CEQA because it consists of operating and maintaining existing equipment to provide water service by a utility (water meters), but is also exempt pursuant to 14 CCR 15303, 14 CCR 15282(k), Cal Pub. Res. C. Section 21080.23, and Cal Pub. Res. C., Section 21080.21. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting – Not applicable

No permits are required for the project. All replacements are in-kind within existing meter boxes. All new installations are on District property and are incidental in nature (very small antennas).

Task 7: Design

An outside consultant, specializing in Advanced Metering Infrastructure design and project management was hired for design of the project. The developed specifications consist of “design parameters”, which includes physical limitations as well as functional requirements for the AMI System. The vendors have conducted signal propagation studies and have identified both the quantity and locations for a fixed network antenna system along with other software and hardware requirements.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR’s review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services – Not applicable

This task does not apply to this project because contract services are included in Task 7: Design and Task 10: Construction Administration.

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary,

preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

Phase 1 will include approximately 100 meter installations, AMI network installation (2 locations), Meter Data Management Software (MDMS) installation and integration, Customer Engagement Platform Software installation and integration, and testing and verification of performance.

Phase 2 will include partial mobilization, approximately 2,000 meter installations, installation of the remaining AMI data collector network, and testing and verification of performance.

Phase 3 will include meter and meter lid installations and meter retrofits for approximately 19,900 remaining meters.

Deliverables:

- Photographic Documentation of Progress

PROJECT 5: Advanced Metering Infrastructure Project (District 29)

IMPLEMENTING AGENCY: Los Angeles County Waterworks District No. 29, Malibu

PROJECT DESCRIPTION: Advanced Metering Infrastructure Project (District 29) includes installation of Advanced Metering Infrastructure (AMI) technology for 7,233 connections in District No. 29, Malibu. The AMI project will serve customers in Malibu as well as the surrounding unincorporated communities in Topanga. The District will convert existing residential, commercial, and industrial water meters to AMI smart meters with advanced metering capabilities. Additionally, the District will install data collection devices and host server software that will integrate with utility software applications to analyze meter data in real time, which will enhance customer service by empowering customers with tools to monitor water usage, identify leaks, and maximize water use efficiency. The District estimates this project will conserve approximately 1,099 acre-feet of water per year. AMI will also reduce carbon dioxide emissions by approximately 3,539 US tons of carbon dioxide per year.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. The AMI pilot study was performed to evaluate the potential for full-scale implementation. The equipment was evaluated in diverse conditions in order to assess performance. Ten Neptune/Verizon, fifteen Neptune AT&T smart meters,

and three data collators were installed, and data was transferred to the Neptune cloud server. The study verified that meter reading is reliable and available on cloud server.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Exemption was filed with the LA County Registrar-Recorder/County Clerk in October 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting – Not applicable

No permits are required for this project. Physical access to a property is not needed because the meters are not located on private property. AMI “smart” meters will replace existing water meters and data collectors will be installed on existing District-owned infrastructure and property.

Task 7: Design

Propagation studies were completed to assess the range of data collectors installed at District-owned facilities. The study was performed prior to the start of construction to determine strategic placement and installation of the data collectors to maximize effectiveness.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR’s review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

The meters and data collectors are being procured based on executed master agreement MA-IS-1840064-1. WWD is currently evaluating options to install data collectors, including Job Order Contract (JOC), Purchase Order, and As-Needed Contract.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

Construction activities include removing old meters, installing approximately 7,233 new AMI meters, and installing data collectors. Implementation of the project includes installing hybrid (fixed and cellular) communications network to collect and transmit meter data, setting up the cloud server software to store and access real time data, setting up the customer portal, and connecting the cloud server to the billing system.

Deliverables:

- Photographic Documentation of Progress

PROJECT 6: Burton Way Median Green Streets and Water Efficient Landscape Project

IMPLEMENTING AGENCY: City of Beverly Hills

PROJECT DESCRIPTION: The Burton Way Median Green Streets and Water Efficient Landscape Project (Project) is Phase I of a multi-phase green streets project in the City of Beverly Hills. The Project (Phase I) consist of installing two 15-foot wide bioswales covering both sides of the entire 2,300-foot length of the existing median along Burton Way. The bioswales are capable of infiltrating 4 acre-feet of stormwater runoff per rain event. To address dry and wet weather water quality benefits, a diversion structure from an existing 60-inch reinforced concrete pipe (RCP) will be constructed upstream of the median (Rexford Dr.) with a pre-treatment (hydrodynamic separator) system, a pump station and a control logic system that will manage the capacity of the bioswale. In addition, approximately 3.7 acres of turf grass along the median will be replaced with California Native and Mediterranean drought tolerant plants, which will reduce water use for irrigation by estimated 12 acre-feet per year, thus serving as a model project for public education and community engagement for water conservation and water use-efficiency. The median will also be equipped with a smart weather irrigation controller that would make irrigation more efficient. The Project will capture and infiltrate approximately 55 acre-feet per year (AFY) of dry and wet-weather urban runoff from 152 acres of tributary drainage area. Through full capture stormwater runoff onsite, 100% of the pollutants such as bacteria, metals, toxics, and trash would be reduced that would otherwise contribute directly to water quality impairment of the Ballona Creek.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. Studies included evaluating existing topography, site drainage, existing utilities and geotechnical conditions; performing hydrologic analysis for drainage area, land use, soil type, runoff flowrate and volume; and assessing capture and use feasibility using historical groundwater data and results of a groundwater recharge feasibility study. A Feasibility Study Report was completed in 2016 identifying civil design concepts, dry-and-wet-weather runoff capture, groundwater infiltration and landscape design concepts. Work under this task began in June 2016.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Exemption was filed with the Los Angeles County Clerk for this project on October 27, 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

U.S. Army Corps of Engineers permit 408 was obtained on June 11, 2021. Some construction permits will be acquired by the contractors during the construction phase.

Deliverables:

- Permits as required

Task 7: Design

The Design Task began in June 2018 and includes the preparation of the 50%, 90%, and 100% Design Plans, Project Specifications and Engineer's Cost Estimates. The 100% design plans have been completed pending bidding and award for construction.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents,

prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

11(a): Mobilization and Demobilization: This includes preparatory work, including but not limited to the movement of personnel, equipment, supplies and incidentals to the Project site, for the establishment of field office, building and other facilities necessary for work on the Project, and for all other work and operations which must be performed for cost incurred prior to beginning work on the various items on the Project site. Upon completion of the work the Contractor will perform site clean-up, and remove construction debris and materials. Upon completion of contract work, with the approval of City inspector and project manager, Contractor may demobilize and restore Project site to final approved conditions.

11(b): Site preparation: Site preparation involves the demolition or wrecking of aboveground and sub-surface structures, and clearing of landscape and materials from demolished structures. Site preparation also entails utility markings, levelling, earth-moving, excavating, drainage and other site preparation prior to construction.

11(c): Install, construct, excavate: This subtask involves the construction of two 15-ft bioswales on both sides of the entire 2,300-ft median. The bioswales consists of gravel, rocks and boulders designed to infiltrate stormwater runoff captured from the surrounding drainage area to the groundwater aquifer. The Contractor will install a diversion structure, a hydrodynamic separator, a pump station, associated electrical and mechanical equipment, including piping appurtenances and telemetry control to facilitate the pumping and distribution of diverted stormwater onto the project site. Additionally, the Contractor will replace 3.7 acres of turf on the Burton Way median with drought tolerant plants. Drip irrigation and smart metering control will be installed as part of the landscape design.

11(d): Improvement: civil, electrical and mechanical improvements identified in the design plans.

Deliverables:

- Photographic Documentation of Progress

PROJECT 7: Recycled Water Customer Conversion for Disadvantaged Communities Project

IMPLEMENTING AGENCY: Central Basin Municipal Water District

PROJECT DESCRIPTION: Recycled Water Customer Conversion for Disadvantaged Communities Project will allow to supply recycled water to nine sites within disadvantaged communities (DAC) locations, offsetting 110 acre-feet per year (AFY) of groundwater and imported water with recycled water from the Los Angeles County Sanitation District for non-potable purposes. The major physical components of the Project include approximately 4,000 linear feet (LF) of recycled water pipeline that will be connected to Central Basin MWD's recycled water distribution system. There will be nine laterals (i.e., one to each customer) with a variety of lengths (20 to 1,400 linear feet). The pipelines will be installed within the public right-of-way; therefore, land acquisition and easements are not required for this Project. The anticipated physical benefits of the Project include the primary benefit of 110 AFY of recycled water supply that will offset groundwater and imported water, and the secondary benefit of addressing climate change by offsetting greenhouse gas emissions and energy saving. It is estimated the Project will eliminate over 0.19 metric tons of carbon dioxide per year, and will save 220,000-kilowatt hours of electricity annually.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

The sites for the Project were identified in Central Basin's 2011 Recycled Water Master Plan.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Exemption was filed with the Los Angeles County Clerk for this project in November 2020. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The Project will require nine different acceptance letters (i.e. discharge permits) from the Los Angeles County Department of Public Health (LACDPH) following County inspection for the nine recycled water retrofits after a successful cross connection test is completed. Additionally, multiple encroachment permits will be required for Cities of Bell, Bellflower, Compton, Huntington Park, South Gate and Whittier, but will be obtained by the contractor hired to complete the Project work, and therefore will be completed under Task 11. No permits will be required from the Los Angeles Regional Water Quality Control Board.

Deliverables:

- Permits as required

Task 7: Design

Consultants will be hired to complete the pipeline design and the customer recycled water retrofit design. 3,845 linear feet of pipeline and service lateral design, with the required surveying, will be completed under this task. Front end and technical specifications as well as the development of a construction cost estimate will be completed. Drawings for each of the nine recycled water retrofit conversion locations will be developed. These will first need to be reviewed and approved by LACDPH.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

An engineering construction inspector will be on site for the duration of the 17-week construction. Construction administration duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions for contractors on site, reviewing/updating project schedule, reviewing contractor submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: The contractor will mobilize equipment and water system materials to the job site(s). At the end of the project, the contractor will remove all leftover construction materials and equipment from the project site.

11(b): Site preparation: Site preparation will include strategically placing the materials throughout the project area to facilitate efficient installation of the system components.

11(c): Construction: Recycled Water Pipeline: This subtask will install approximately 4,000 linear feet of pipelines necessary to connect customer sites to the existing recycled water system, and includes saw cutting, excavation, pipe tapping and connections, bedding and backfill, compaction testing, pressure test, temporary trench patch, service lateral turn-on, meter vault and meter installation, and grind and patch asphalt.

Customer Recycled Water Retrofit: This subtask is for the recycled water retrofit of nine (9) customer sites and includes pipeline installation (varies between 20 and 1,400 linear feet), reduced pressure principal device (RPPD) backflow installations, disconnection of irrigation system to domestic supply, connection of new recycled water pipeline to irrigation system, connection of new recycled water pipeline to new recycled water meter, backfill, site restoration, participation with LACDPH for final cross connection test.

Deliverables:

- Photographic Documentation of Progress

PROJECT 8: Sativa Los Angeles County Water Quality Improvement Project

IMPLEMENTING AGENCY: County of Los Angeles

PROJECT DESCRIPTION: Sativa Los Angeles County Water Quality Improvement Project consists of installation of the oxidation-filtration treatment system at the Well #5 in Sativa Los Angeles County Water District, to remove manganese from water and return the well to full service, and meet customer water demands for approximately 6,800 residents. The project will install an iron manganese filtration system with an air compressor and two reaction vessels, a sodium bisulfite chemical system, an additional gas cylinder, a 20,000 gallon backwash settling tank, a 48,000 gallon steel tank, two 750 gallon per minute booster pumps, yard piping, a backwash pump, and a decant return pump. The project will take groundwater pumped from Well #5 through the chlorination and sodium bisulfite chemical systems before entering the iron manganese filtration system. With the second gas cylinder, an additional 2 mg/L of chlorine will be provided for the iron manganese filtration system. Treated water from this system would be stored in the 48,000 gallon steel tank, pumped by the booster pump system, then distributed to customers through the existing pipe connection.

Improvement in water quality is the most significant benefit of this project. Post treatment, the manganese concentrations will be no greater than 12.5 ug/L, resulting in a reduction of at least 37.5 ug/L of manganese. The project will provide access to clean, safe water and prevent water service costs for a small DAC from rising steeply.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase – Not applicable

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process.

An evaluation of Sativa Los Angeles County Water District's Well #5 was completed in order to determine the best method to remove manganese. Treatment options were identified along with recommendations for how to proceed and associated preliminary estimates for capital costs.

Deliverables:

- Well No. 5 Technical Evaluation Study

Task 5: CEQA Documentation

A Notice of Determination for a Mitigated Negative Declaration was filed with the Los Angeles County Clerk for this project in February 2019. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

Permits required for this project may include a Well Water Disposal and Percolation Permit from the Regional Water Quality Control Board (RWQCB), a Stormwater Disposal Notice of Intent from the State Water Resources Control Board (SWRCB), an Excavation Permit from the California Occupational Safety and Health Administration (OSHA), Approval of Engineers Report from the Division of Drinking Water (DDW), and an Amended Water Works Permit from DDW.

Deliverables:

- Permits as required

Task 7: Design

A consultant, Tetra Tech, was hired for design of the project. Design tasks include data collection and review, preparing the preliminary design report, providing a design survey, conducting a geotechnical investigation, and preparing 100% design plans and technical specifications.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization: The contractor will mobilize equipment and water system materials to the job site(s). At the end of the project, the contractor will remove all leftover construction materials and equipment from the project site.

11(b): Site preparation: Site preparation will include strategically placing the materials throughout the project area to facilitate efficient installation of the system components.

11(c): Construction:

Construction of the Greensand Filter System includes installation of a greensand pressure vessel, valves, pipes, a pump, and appurtenances as well as a surface wash pump, and a backwash recycle tank (bolted steel). This subtask includes piping and equipment finish painting, excavation, fill, and installing concrete and reinforced steel.

Construction of the Product Water Booster System includes the installation of a 48,000 gallon bolted steel tank and a 75 gallon per minute booster pump. This subtask also includes piping and equipment finish painting, excavation, fill, and installing concrete and reinforced steel.

Construction of the Chemical Feed Systems includes installing a sodium hypochlorite cross-linked polyethylene (XLPE) storage tank with a ladder and level sensor, sunshade, Sodium Hypochlorite (SHC) bleach metering pumps (skid mounted), sodium bisulfite (SBS) drum containment pallet, SBS

metering pumps (skid mounted). This subtask also includes excavation, fill, and installing concrete and reinforced steel.

Yard piping subtask involves installing pipe, fittings, and valves as well as connecting to the existing piping system.

Paving, Grading, Drainage, & Sitework subtask involves relocating the existing pressure tank to Well #4 (an inactive well), relocating the generator, and associated site improvements such as concrete pads for the equipment and other improvements necessary for the proper setup of equipment.

Site Electrical and Utility Power subtask includes an electrical utility allowance as well as startup, testing, and commissioning. Electricity runs the pumps and equipment. Pump stations use 4 phase and the voltage has to remain constant. The voltage does not always stay constant and that causes issues with the equipment.

Southern California Edison (SCE) will perform calibration work and other coordination to ensure the power supply comes in correctly.

Deliverables:

- Photographic Documentation of Progress

PROJECT 9: San Fernando Regional Park Infiltration Project

IMPLEMENTING AGENCY: City of San Fernando

PROJECT DESCRIPTION: San Fernando Regional Park Infiltration Project will divert and capture wet and dry weather runoff in the City of San Fernando, in order to effectively reduce pollutant loadings that would otherwise enter Pacoima Wash, which is tributary to Los Angeles River. Captured runoff from a surface area of 454 acres will be pretreated and then discharged into a subsurface storage system that will facilitate infiltration at the San Fernando Regional Park into the San Fernando Groundwater Basin, which is currently used by Los Angeles Department of Water and Power (LADWP) as a source of water. The Project has a single storm capture capacity of over 14.6 acre-feet, with an expected average annual capture and infiltration volume of 268 acre-feet. The Project will also manage 268 acre-feet per year of stormwater and dry-weather runoff through capture and retention. In addition to providing groundwater recharge and stormwater management benefits, the Project was identified in the Upper Los Angeles River (ULAR) Enhanced Watershed Management Program (EWMP) Plan as a priority regional project and will assist the ULAR group in addressing applicable total maximum daily loads (TMDLs) and water quality priorities, as required by the MS4 Permit. The following facilities will be installed to achieve the Project benefits: two gravity diversions, a single pretreatment unit, a precast concrete subsurface storage system, automatic gate valve, and a flow sensor.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement compliance to ensure project's fulfillment of all grant requirements, and preparation and submission of supporting grant documents in coordination with Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in the Grant Agreement. Submit reports to Grantee for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Final Project Completion Report and submit to DWR via Grantee for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Final Report addressing Grantee /DWR's comments. The report shall be prepared and presented in accordance with the provision of the Grant Agreement.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase is necessary to complete the Project. The Project will encroach on a 6-foot wide utility easement and a 10-foot wide storm drain easement (City-owned) located on private property to access an

existing 30-inch reinforced concrete storm drain. The easement is located in a planter area and is not expected to disrupt the private property owner. All other components are proposed within the City's right-of-way and within the City-owned park.

Deliverables:

- Easement from Private Property Owner

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

The Project was identified in the 2016 Upper Los Angeles River (ULAR) Enhanced Watershed Management Program (EWMP) Plan as a priority regional project and will assist the ULAR group in addressing applicable Total Maximum Daily Loads (TMDLs) and water quality priorities. The San Fernando Regional Park Infiltration Park Preliminary Design Report, which is included under Task 7: Design, was developed in 2018 to analyze Project alternatives and determine the feasibility of this Project.

Deliverables:

- Feasibility Study Report

Task 5: CEQA Documentation

A Notice of Determination Was filed with the Los Angeles County Clerk in June 2019. The Initial Study, supporting studies, and Mitigated Negative Declaration were all completed in 2019. The No Legal Challenges Letter was completed in December 2019.

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The City of San Fernando has obtained a Storm Drain Connection Permit from the LACFCD. The contractor chosen for the project construction will also need to obtain local permits from the City of San Fernando prior to project implementation, while that is not considered part of this task and is included as part of the construction process. The connection to the 30-inch storm drain has been accepted by LACFCD, documents associated with the connection to BI-7001 are approved, and the Maintenance and Use Agreement is completed for approval between the City of San Fernando and LACFCD. The exhibit for the Maintenance and Use Agreement has been prepared and approved by LACFCD.

Deliverables:

- Permits as required

Task 7: Design

The City of San Fernando completed the San Fernando Regional Park Infiltration Park Preliminary Design Report in November 2018. The report includes runoff and volume calculations, an evaluation of alternatives, and preliminary estimates. Supporting work to complete the design, such as plans, specifications, and estimates were finalized in September 2020. The final plans, specifications, and estimate will be used to finalize the bid package.

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

11(a): Mobilization and Demobilization: Mobilization for Project construction includes transportation of the Contractor's personnel, equipment, and operating supplies to the Project site. Mobilization also includes establishment of a field office and a staging and laydown area for the receipt, storage, and/or assembly of the project equipment and materials. A temporary power supply will be secured, and premiums will be paid for contract performance bonds and insurance. Demobilization activities include transportation of personnel, equipment, and supplies not required or included in the contract from the Project site. The field office and other facilities assembled on the site specifically for the contract will also be removed, and the areas will be returned to pre-construction conditions.

11(b): Site preparation: Site preparation includes clearing and grubbing. A construction survey will then be performed to locate permanent survey markers for control points and to establish construction staking for both vertical and horizontal bounds and structures. Traffic control services will be provided on First Street at the construction site throughout duration of the project implementation, as needed to complete the project.

11(c): Install, construct, excavate: Earthwork will start upon completion of the mobilization and site preparation activities. Excavation will be performed for the underground infiltration system, diversion structure, pretreatment device, and concrete vaults for the flow sensors and control valve. Trenching will be performed for the storm drain pipelines. The sites will be supported with shoring in accordance with Occupational Safety and Health Administration (OSHA) standards.

The underground structures that will be implemented include a precast concrete infiltration system with 5.6 acre-feet of dead storage, vaults, a single pretreatment device, and manholes. The proprietary stormwater vendor will be responsible for scheduling delivery of the underground structures. The proprietary stormwater vendor will also be responsible for coordination with the manufacturers for the installation management, control, and assembly of the underground structures. The underground structures will be installed once the base material has been constructed, and the excavations will then be backfilled. Storm drain pipelines will also be installed connecting to the infiltration system, vaults, pretreatment device, manholes, and diversion structure.

A cast-in-place reinforced concrete diversion structure will also be installed. The interfering portions of the LACFCD BI-7001 storm drain and the MTD 947 City of San Fernando storm drain will be sawcut and removed. Formwork and steel reinforcement will be implemented prior to pouring the concrete. Once the concrete structure is finished and the formwork is removed, the pipe connections will be installed.

Electrical connections will also be installed for the flow monitoring sensor and the control valve. This entails trenching, installing, and backfilling the electrical conduits. The Contractor will also coordinate with the manufacturer for the installation management, control, and assembly of the monitoring sensor and control valve. These will then be installed in the precast vaults. A control panel and a connection to flow sensor and control valve will be installed, and Supervisory Control and Data Acquisition (SCADA) will be implemented for gathering real time data.

11(d): Improvement: civil, electrical and mechanical improvements identified in the design plans.

Deliverables:

- Photographic Documentation of Progress

PLACEHOLDER PROJECTS

As per Paragraph 5 of this Agreement, the following projects are included in the Agreement as Placeholder projects. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as per Paragraph 5) A.ii.

PROJECT 10: Monteith Park and View Park Green Alley Stormwater Improvements Project

IMPLEMENTING AGENCY: Los Angeles County Public Works

PROJECT DESCRIPTION: Monteith Park and View Park Green Alley Stormwater Improvements Project consists of two infiltration system components located in Unincorporated Los Angeles County. The first component, at Monteith Park (Park), will construct two diversion structures off existing storm drains, two pretreatment systems that will include a baffle box and trash capture screen to treat flows, and thirteen 136-inch diameter dry wells that will infiltrate the pre-treated flows. In addition, this component will also include recreation and aesthetic amenities such as walking paths, native and drought tolerant landscaping, and bio-swales. The second component, at the View Park Green Alley site, will include a diversion off the existing stormwater drain system to one pre-treatment system including a baffle box and trash capture screen, and diversion to four new 136-inch diameter dry wells. The View Park Green Alley will also include additional amenities such as porous concrete; permeable pavers; planter pockets; light colored paving to reduce the heat island effect; signage to encourage pedestrian use and increase walkability; and drought tolerant planting to help green and beautify the neighborhood.

The Project will improve water quality and habitat in the Ballona Creek and Santa Monica Bay by capturing and infiltrating approximately 9.3 acre-feet from the upstream of 228-acre watershed. Over an average year, the Project is estimated to capture and infiltrate approximately 78.7 acre-feet per year (AFY) to the Central Groundwater Basin and prevent approximately 4.9 pounds of copper, 4.81 pounds of lead, and 45.29 pounds of zinc from entering the downstream Ballona Creek.

PROJECT 11: Viewridge Road Stormwater Improvements Project

IMPLEMENTING AGENCY: Los Angeles County Public Works

PROJECT DESCRIPTION: Viewridge Road Stormwater Improvements Project will create green streets in a residential neighborhood in the unincorporated community of Topanga along and near Viewridge Road in the upper Topanga Canyon Watershed to treat the 85th percentile storm flows from an 81-acre tributary area surrounding the Project site. Main elements include installation of structures to divert dry and wet weather flows from existing storm drains to biofiltration units along Viewridge Road, construction of a new approximately 600 ft by 6 ft median on the east end of Viewridge Road, installation of a drip irrigation system, and approximately 22 curb inlets and modular biofiltration units to capture and treat road flows prior to discharging them into existing catch basins. The new median will be planted with drought tolerant plants and trees creating new habitat and green space. The Project will treat approximately 33 acre-feet per year (AFY) of runoff from the tributary areas, reducing loading to the Topanga Canyon Creek up to 0.12 mg/l zinc, 7400 mg/l copper, 1.06 mg/l phosphorous, 0.86 mg/l nitrogen. The Project will also create 0.06 acres of new habitat through construction of the new median.

PROJECT 12: Mesmer Low Flow Diversion Project

IMPLEMENTING AGENCY: City of Culver City

PROJECT DESCRIPTION: The Mesmer Low Flow Diversion Project involves repurposing the existing Mesmer Pump Station located adjacent to Centinela Creek, a tributary to Ballona Creek in the City of Culver City (City), to service dry weather runoff along with wastewater. The Project is being led by the City in collaboration with project partners: County of Los Angeles, Los Angeles County Flood Control District, City of Los Angeles, and City of Inglewood. As part of this retrofit, a small diversion berm and grate inlet will be constructed in the low-flow portion of the channel, allowing for the conveyance of up to approximately 1.0 million gallons per day (MGD) of dry weather flow from Centinela Creek to the City of Los Angeles' Hyperion Water Reclamation Plant (HWRP) for treatment, discharge or beneficial use.

The Project's primary objective is to improve the water quality in the Ballona Creek by diverting dry weather urban runoff away from being discharged into the Ballona Creek, which will reduce bacteria loading to the Ballona Creek. With monitored dry weather flows in the Centinela Creek of approximately 1.5 cubic feet per second (cfs), the Project will divert up to 1,086 acre-feet per year (AFY) of dry weather runoff to the HWRP for treatment and water recycling.

PROJECT 13: Upper Los Angeles River Watershed Arundo Donax Eradication Project

IMPLEMENTING AGENCY: Council for Watershed Health

PROJECT DESCRIPTION: The Upper Los Angeles River Watershed Arundo Donax Eradication Project will remove 28 acres of Arundo Donax, a highly invasive riparian plant in the Upper Los Angeles River Watershed, resulting in a net water gain of 560 AFY available for in-stream flows and groundwater replenishment, as well as enhancement/restoration of native habitat.

The project will fund the initial three years of treatments of uncontrolled stands across the upper watershed. The treatment approach (biomass removal, foliar spraying, cut and dab, etc.) will vary by area. The majority of the treatment and biomass removal occurs in the first three years (project), with only follow-up surveillance and spot treatments occurring thereafter (program). The project lead is committed to the long-term success of the program and will continue to secure funding for surveillance as needed. Once removal has occurred upstream, the project outcomes (water and habitat benefits) will have a minimum 15 year useful life. Failing to complete the removal of Arundo from the riparian areas of the Upper Los Angeles River watershed will result in further spread downstream, increasing the amount of water consumed by this invasive plant and further exacerbating water resource conflicts between municipal uses and surrounding ecosystems.

PROJECT 14: Strathern Park North Stormwater Capture Project

IMPLEMENTING AGENCY: Los Angeles Department of Water and Power (LADWP)

PROJECT DESCRIPTION: The Strathern Park North Stormwater Capture Project will install a 1.7-acre underground infiltration gallery at Strathern Park North located in East San Fernando Valley. The Project will also install a diversion structure on the storm drain system, pump house, conveyance system, and a pre-treatment system. New baseball fields and other park amenities will be added to enhanced recreational use above the infiltration gallery. The purpose of the Project is to capture and infiltrate the entirety of the 85th-percentile storm by implementing Best Management Practices (BMPs). These BMPs will manage stormwater and dry-weather runoff from the surrounding neighborhood with a total tributary area of approximately 485 acres. The approximately 485-acre combined watershed will yield approximately 260 acre-feet per year (AFY) and 22 AFY from wet weather and dry weather flows, respectively, for runoff capture and groundwater

recharge in the San Fernando Groundwater Basin. In addition, the Project will alleviate localized flooding in the area, improve local surface water quality, and attenuate peak flows in the Los Angeles River downstream of Strathern Park North.

PROJECT 15: County Yard Treatment Project

IMPLEMENTING AGENCY: City of Agoura Hills

PROJECT DESCRIPTION: The County Yard Treatment Project will address runoff conveyed through key outfalls throughout the City of Agoura Hills (City), including in the Medea Creek and Palo Comado Creek watersheds. The Project will include up to 10 diversions, which capture runoff that would otherwise flow downstream to Malibu Creek and ultimately discharge into the Santa Monica Bay. Captured runoff will be diverted from the existing drainage system using a diversion structure. Diverted runoff will be discharged into the existing sewer system and ultimately treated at Las Virgenes Municipal Water District's (LVMWD's) treatment facility for eventual use as recycled/potable water.

EXHIBIT B - BUDGET

**PROPOSITION 1 ROUND 1 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT
AGREEMENT BUDGET SUMMARY**

PROJECTS	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
1 Advanced Meter Replacement Project	\$1,381,025	\$2,301,461	\$920,437	\$4,602,923	50%
2 East Los Angeles Sustainable Median Stormwater Capture Project	\$1,072,671	\$17,760,393	\$16,710,720	\$35,543,784	49.97%
3 Citywide Green Street Project	\$536,336	\$1,656,164	\$0	\$2,192,500	75.54%
4 Advanced Metering Infrastructure Project (LVMWD)	\$715,114	\$5,039,954	\$4,324,840	\$10,079,908	50%
5 Advanced Metering Infrastructure Project (District 29)	\$715,114	\$2,894,057	\$2,178,943	\$5,788,114	50%
6 Burton Way Median Green Streets and Water Efficient Landscape Project	\$715,114	\$3,819,242	\$130,628	\$4,664,984	81.87%
7 Recycled Water Customer Conversion for Disadvantaged Communities Project	\$1,550,000	\$0	\$0	\$1,550,000	0%
8 Sativa LA County Water District Water Quality Improvement Project	\$2,250,000	\$0	\$0	\$2,550,000	0%
9 San Fernando Regional Park Infiltration Project	\$1,029,764	\$5,549,235	\$1,238,652	\$7,817,651	70.98%
10 Monteith Park & View Park Green Alley Stormwater Improvement	\$1,430,228	\$4,593,000	\$3,162,772	\$9,186,000	50%
11 Viewridge Road Stormwater Improvements Project	\$715,114	\$4,520,000	\$3,801,886	\$9,037,000	50.02%
12 Mesmer Low Flow Diversion Project	\$607,847	\$952,380	\$343,853	\$1,904,080	50.02%
13 Upper Los Angeles River Watershed Arundo Donax Eradication in the Upper LA	\$532,277	\$889,970	\$15,400	\$1,437,647	91.90%
14 Strathern Park North Stormwater Capture	\$786,626	\$8,397,208	\$7,610,581	\$16,794,415	50%
15 County Yard Treatment Project	\$1,251,450	\$1,251,450	\$0	\$2,502,900	50%
GRAND TOTAL	\$15,288,680	\$59,624,514	\$40,438,712	\$115,651,906	51.55%

PROJECT 1: Advanced Meter Replacement Project

Implementing Agency: Valley County Water District

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a) Project Administration	\$0	\$0	\$29,354	\$29,354
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$955	\$0	\$955
(d) Construction / Implementation	\$1,381,025	\$2,300,506	\$891,083	\$4,572,614
TOTAL COSTS	\$1,381,025	\$2,301,461	\$920,437	\$4,602,923

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*The Project's cost share is funded through the District's Capital Improvement Budget. The project administration and construction costs were calculated based on estimated employee time to administer the project and labor to install. Materials costs were based on an estimate.

**Other Cost Share Source: District's Capital Improvement Budget

PROJECT 2: East Los Angeles Sustainable Median Stormwater Capture Project

Implementing Agency: Los Angeles County Public Works

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a) Project Administration	\$0	\$79,083	\$102,082	\$181,165
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$700,000	\$700,000	\$1,400,000
(d) Construction / Implementation	\$1,072,671	\$16,981,310	\$15,908,638	\$33,962,619
TOTAL COSTS	\$1,072,671	\$17,760,393	\$16,710,720	\$35,543,784

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Cost Share (Non-State Fund Source): Los Angeles County General Funds, partnerships with the City of Monterey Park and the City of Montebello

**Other Cost Share: Proposition 1 Stormwater Grant (\$2 million) and CA Urban Greening Grant (\$2.5 million)

PROJECT 3: Citywide Green Street Project

Implementing Agency: City of Calabasas

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a) Project Administration	\$0	\$181,164	\$0	\$181,164
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$358,000	\$0	\$358,000
(d) Construction / Implementation	\$536,336	\$1,117,000	\$0	\$1,653,336
TOTAL COSTS	\$536,336	\$1,656,164	\$0	\$2,192,500

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* The cost share will be covered by the City of Calabasas' general fund (previously allocated from City's share of Measure M).

PROJECT 4: Advanced Metering Infrastructure Project (LVMWD)

Implementing Agency: Las Virgenes Municipal Water District

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
(a) Project Administration	\$0	\$146,500	\$123,500	\$270,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$167,800	\$0	\$167,800
(d) Construction / Implementation	\$715,114	\$4,725,654	\$4,201,340	\$9,642,108
TOTAL COSTS	\$715,114	\$5,039,954	\$4,324,840	\$10,079,908

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Cost share (Non-state and Other cost share) funding is provided through a private bank loan that will be repaid with water enterprise revenues. An application for US Bureau of Reclamation WaterSMART grant funds has also been submitted and is under review. Any Federal funds approved will be used instead of bank loan funds.

PROJECT 5: Advanced Metering Infrastructure Project (District 29)

Implementing Agency: Los Angeles County Waterworks District No. 29, Malibu

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a) Project Administration	\$0	\$53,900	\$76,900	\$130,800
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$100,100	\$23,100	\$123,200
(d) Construction / Implementation	\$715,114	\$2,767,057	\$2,051,943	\$5,534,114
TOTAL COSTS	\$715,114	\$2,894,057	\$2,178,943	\$5,788,114

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* The District will provide its cost-share contribution from General fund revenue generated through water sales. 715,114 of the cost-share contribution will be federally funded by the United States Bureau of Reclamation.

** Other cost share funding sources include a grant from the City of Malibu. The state shared funding and federal funding will be allocated for procurement of meters and data collectors.

PROJECT 6: Burton Way Median Green Streets and Water Efficient Landscape Project

Implementing Agency: City of Beverly Hills

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
(a) Project Administration	\$0	\$23,000	\$24,000	\$47,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$638,129	\$0	\$638,129
(d) Construction / Implementation	\$715,114	\$3,158,113	\$106,628	\$3,979,855
TOTAL COSTS	\$715,114	\$3,819,242	\$130,628	\$4,664,984

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* Cost share (Non-state and Other cost share) for the design, engineering and construction costs will be provided by the City of Beverly Hills Capital Improvement Program (CIP # 0270) and Measure W Safe Clean Water Regional Program for \$2.5M. Project Administration will be provided by City staff time, estimated based on previous project experience and will be paid from the City's General Fund.

PROJECT 7: Recycled Water Customer Conversion for Disadvantaged Communities Project

Implementing Agency: Central Basin Municipal Water District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a) Project Administration	\$25,600	\$0	\$0	\$25,600
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$195,400	\$0	\$0	\$195,400
(d) Construction / Implementation	\$1,550,000	\$0	\$0	\$1,550,000
TOTAL COSTS	\$1,550,000	\$0	\$0	\$1,550,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received 100% DAC cost share waiver

PROJECT 8: Sativa Los Angeles County Water Quality Improvement Project

Implementing Agency: County of Los Angeles

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
(a) Project Administration	\$90,000	\$0	\$0	\$90,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$0	\$0
(c) Planning / Design / Engineering / Environmental Documentation	\$300,000	\$0	\$0	\$300,000
(d) Construction / Implementation	\$1,860,000	\$0	\$0	\$1,860,000
TOTAL COSTS	\$2,250,000	\$0	\$0	\$2,250,000

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Project received 100% DAC cost share waiver

PROJECT 9: San Fernando Regional Park Infiltration Project

Implementing Agency: City of San Fernando

Project directly serves a need of a Disadvantaged Community: No

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share*	Total Cost
(a) Project Administration	\$0	\$0	\$599,000	\$599,000
(b) Land Purchase / Easement (N/A)	\$0	\$0	\$5,000	\$5,000
(c) Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$609,652	\$609,652
(d) Construction / Implementation	\$1,029,764	\$5,549,235	\$25,000	\$6,603,999
TOTAL COSTS	\$1,029,764	\$5,549,235	\$1,238,652	\$7,817,651

NOTES: Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

* The City of San Fernando anticipates partnering with the Los Angeles Department of Water and Power (LADWP) as a supplemental funding source. The City of San Fernando was also awarded funding from the Measure W Regional program for implementation of the full project.

PLACEHOLDER PROJECTS

Following projects are included in the Agreement as Placeholder projects. Detailed Budget will not be included in the Agreement until the projects are fully incorporated into the Agreement as per Paragraph 5) A.ii.

PROJECT 10: Monteith Park & View Park Green Alley Stormwater Improvements Project

Implementing Agency: Los Angeles County Public Works

PROJECT 11: Viewridge Road Stormwater Improvements Project

Implementing Agency: Los Angeles County Public Works

PROJECT 12: Mesmer Low Flow Diversion Project

Implementing Agency: City of Culver City

PROJECT 13: Upper Los Angeles River Watershed Arundo Donax Eradication Project

Implementing Agency: Council for Watershed Health

PROJECT 14: Strathern Park North Stormwater Capture

Implementing Agency: Los Angeles Department of Water and Power (LADWP)

PROJECT 15: County Yard Treatment Project

Implementing Agency: City of Agoura Hills

EXHIBIT C
SCHEDULE

PROPOSITION 1 ROUND 1 GREATER LOS ANGELES COUNTY IRWM IMPLEMENTATION GRANT

PROJECT 1: Advanced Meter Replacement Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	6/30/2024
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	1/01/2021	06/30/2021
d Construction / Implementation	9/01/2020	3/31/2024

Note: Category C tasks completed with exception of Task 8 Project Monitoring Plan

PROJECT 2: East Los Angeles Sustainable Median Stormwater Capture Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	6/30/2023
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	10/01/2015	07/31/2021
d Construction / Implementation	4/14/2020	12/31/2021

Note: Category C tasks completed with exception of Task 8 Project Monitoring Plan

PROJECT 3: Citywide Green Street Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	2/01/2021	6/30/2023
b Land Purchase / Easement	7/01/2020	07/31/2020
c Planning / Design / Engineering / Environmental Documentation	1/01/2016	5/31/2022
d Construction / Implementation	1/1/2022	3/31/2023

PROJECT 4: Advanced Metering Infrastructure Project (LVMWD)

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	9/30/2022
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	6/01/2015	2/29/2020
d Construction / Implementation	9/24/2020	6/30/2022

PROJECT 5: Advanced Metering Infrastructure Project (District 29)

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	9/30/2023
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	7/01/2018	6/30/2022
d Construction / Implementation	2/01/2019	6/30/2023

Note: Category C tasks completed with exception of Task 8 Project Monitoring Plan

PROJECT 6: Burton Way Median Green Streets and Water Efficient Landscape Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	6/30/2022
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	6/28/2016	12/06/2019
d Construction / Implementation	2/01/2021	3/30/2022

PROJECT 7: Recycled Water Customer Conversion for Disadvantaged Communities Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	9/24/2020	12/31/2022
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	10/01/2020	6/30/2021
D Construction / Implementation	9/01/2021	9/30/2022

PROJECT 8: Sativa Los Angeles County Water Quality Improvement

BUDGET CATEGORY	Start Date	End Date
a Project Administration	12/01/2020	3/31/2023
b Land Purchase / Easement	N/A	N/A
c Planning / Design / Engineering / Environmental Documentation	7/01/2018	12/31/2022
D Construction / Implementation	11/01/2021	12/31/2022

Note: Category C tasks completed with exception of Task 8 Project Monitoring Plan

PROJECT 9: San Fernando Regional Park Infiltration Project

BUDGET CATEGORY	Start Date	End Date
a Project Administration	10/01/2019	01/31/2024
b Land Purchase / Easement	01/24/2021	12/31/2021
c Planning / Design / Engineering / Environmental Documentation	01/01/2016	05/31/2021
d Construction / Implementation	04/01/2022	10/31/2023

PLACEHOLDER PROJECTS

Following projects are included in the Agreement as Placeholder projects. Detailed Schedule will not be included in the Agreement until the projects are fully incorporated into the Agreement as per Paragraph 5) A.ii.

PROJECT 10: Monteith Park & View Park Green Alley Stormwater Improvement

Implementing Agency: County of Los Angeles Public Works

PROJECT 11: Viewridge Road Stormwater Improvements Project

Implementing Agency: County of Los Angeles Public Works

PROJECT 12: Mesmer Low Flow Diversion Project

Implementing Agency: City of Culver City

PROJECT 13: Upper Los Angeles River Watershed Arundo Donax Eradication in the Upper LA

Implementing Agency: Council for Watershed Health

PROJECT 14: Strathern Park North Stormwater Capture

Implementing Agency: Los Angeles Department of Water and Power (LADWP)

PROJECT 15: County Yard Treatment Project

Implementing Agency: City of Agoura Hills

EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.

- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.
- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this

Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E

AUTHORIZING RESOLUTION

In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, CALIFORNIA, ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
APPROVING THE FILING OF APPLICATIONS AND ACCEPTANCE OF GRANT
AWARDS FOR
INTEGRATED REGIONAL WATER MANAGEMENT PROPOSITION 1
IMPLEMENTATION GRANT PROGRAM**

WHEREAS, the Legislature and the Governor of the State of California have provided funds for the Integrated Regional Water Management (IRWM) Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1); and

WHEREAS, this grant program is administered by the California Department of Water Resources (DWR); and

WHEREAS, DWR requires the governing body of a grant applicant to designate, by Resolution, an authorized representative for filing grant applications, accepting grant awards, and executing grant agreements; and

WHEREAS, the Los Angeles County Flood Control District (District) intends to submit applications for Proposition 1 Implementation Program Grant funds up to the maximum amount of \$81,340,000 under the IRWM Grant Program on behalf of itself and other local entities in the Greater Los Angeles County (GLAC) IRWM Group; and

WHEREAS, the GLAC IRWM will identify projects to be included in the District's Implementation Grant Proposals.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, acting as the governing body of the District:

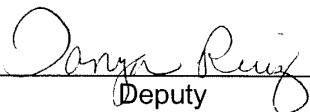
1. That the District will submit applications to DWR and accept grant awards on behalf of itself and other local entities in the GLAC IRWM Group to obtain IRWM Implementation Grants pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 for the implementation of projects and programs that support and improve regional water self-reliance, provide incentives throughout watersheds to collaboratively manage region's water resources, and/or assist water infrastructure systems in adapting to climate change.
2. That the Board of Supervisors authorizes and directs the Chief Engineer of the District or his designee to file such applications to DWR and accept grant awards.

3. That the Board of Supervisors authorizes and directs the Chief Engineer of the District or his designee to act as the authorized representative of the District when conducting business with DWR, local entities within the GLAC IRWM Group, local project sponsors, and other entities on any and all matters related to Proposition 1 Implementation Grant funds.

The foregoing Resolution was adopted on the 5TH day of FEBRUARY, 2018,² by the Board of Supervisors of the County of Los Angeles acting as the governing body of the Los Angeles County Flood Control District.



CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

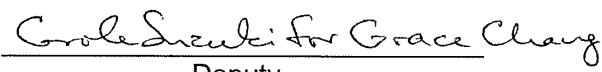
By 
Deputy

EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
 - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:



Figure 1. Los Angeles Funding Area

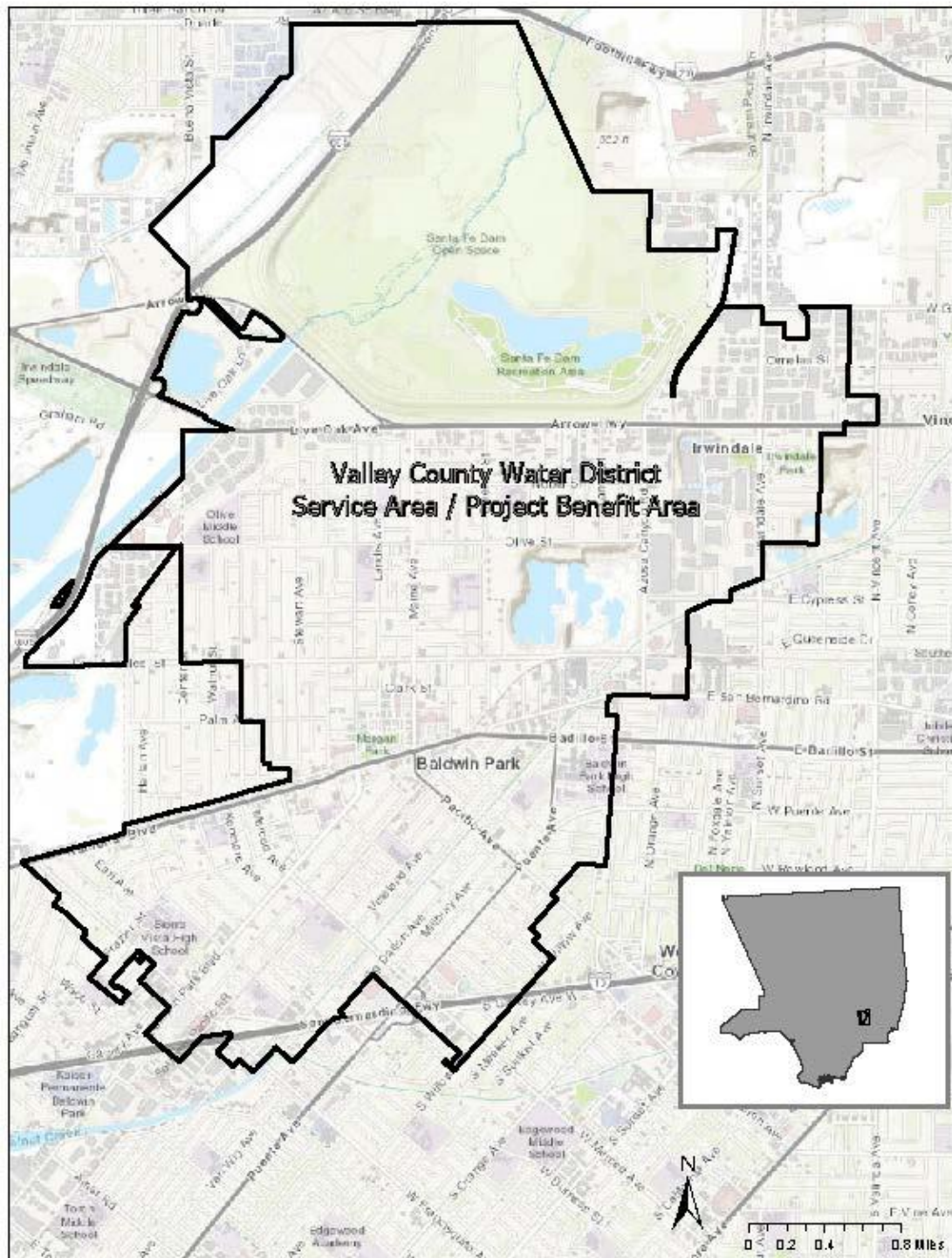
Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Advanced Meter Replacement Project

Sponsor Agency: Valley County Water District

Agency Address: 14521 Ramona Blvd, Baldwin Park, CA 91706

Project Location: Baldwin Park, California (34.087158, -117.958138)



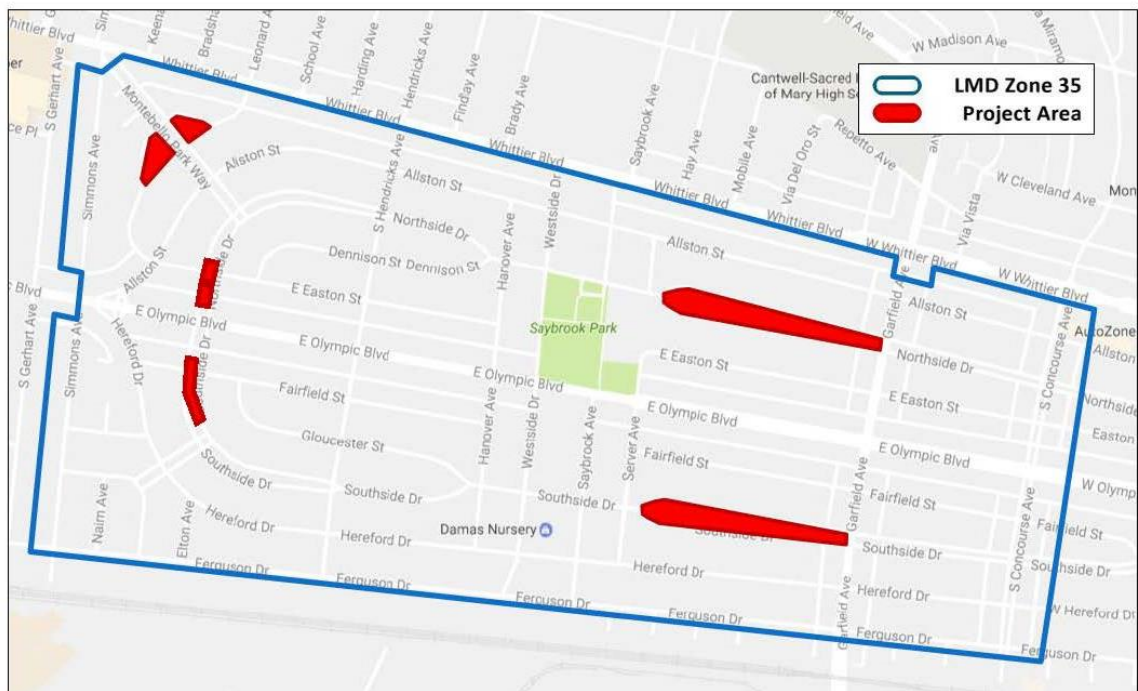
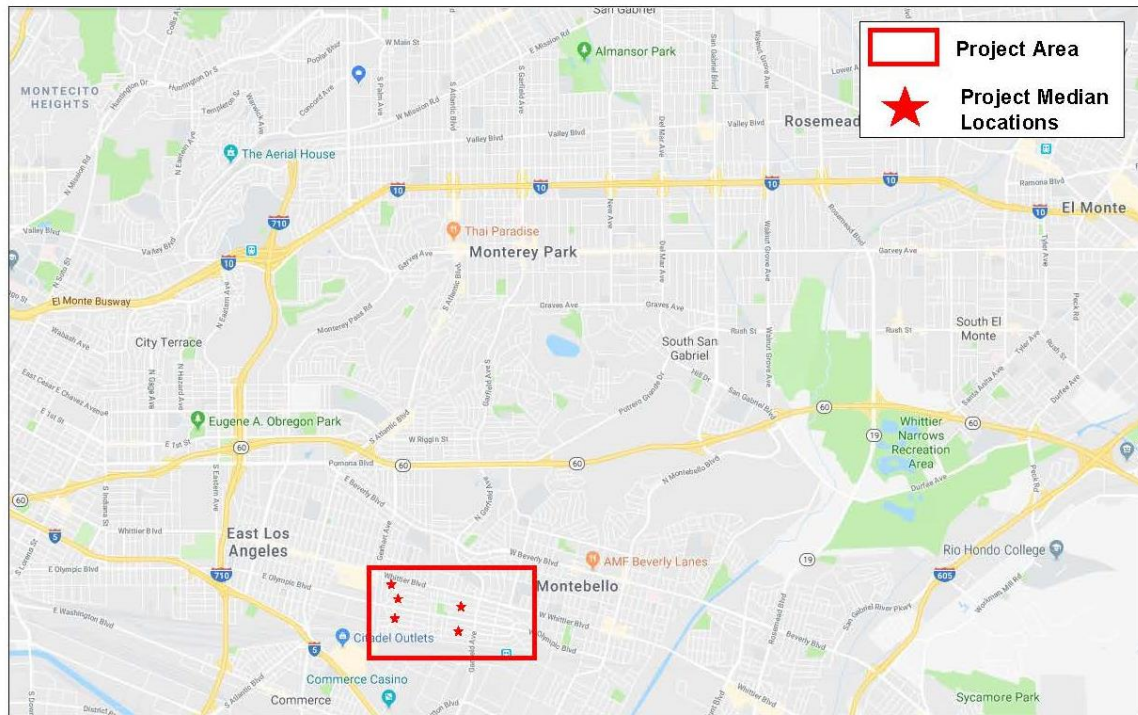
Local Project Sponsor Agency Designation

Sponsored Project: Project 2: East Los Angeles Sustainable Median Stormwater Capture Project

Sponsor Agency: Los Angeles County Public Works

Agency Address: 900 S. Fremont Ave. Alhambra, CA 91803

Project Location: City, California (34.085609, -118.148613)



Local Project Sponsor Agency Designation

Sponsored Project: Project 3: Citywide Green Street Project

Sponsor Agency: City of Calabasas

Agency Address: 100 Civic Center Way, Calabasas, CA 91302

Project Location: Calabasas, California (34.151880, -118.646640)



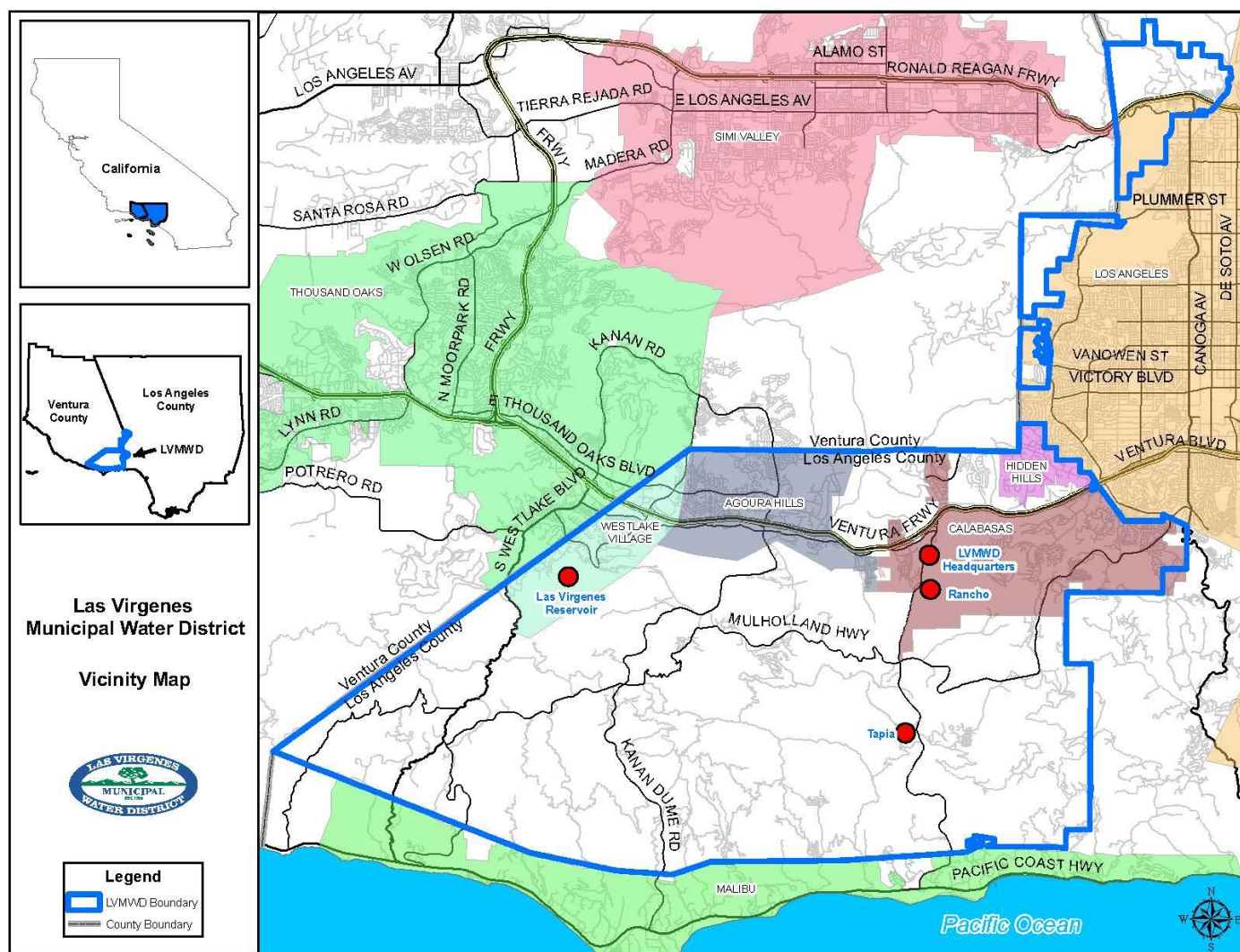
Local Project Sponsor Agency Designation

Sponsored Project: Project 4: Advanced Metering Infrastructure Project (LVMWD)

Sponsor Agency: Las Virgenes Municipal Water District

Agency Address: 4232 Las Virgenes Rd #1994, Calabasas, CA 91302

Project Location: Calabasas, California (34.136559, -118.700089)



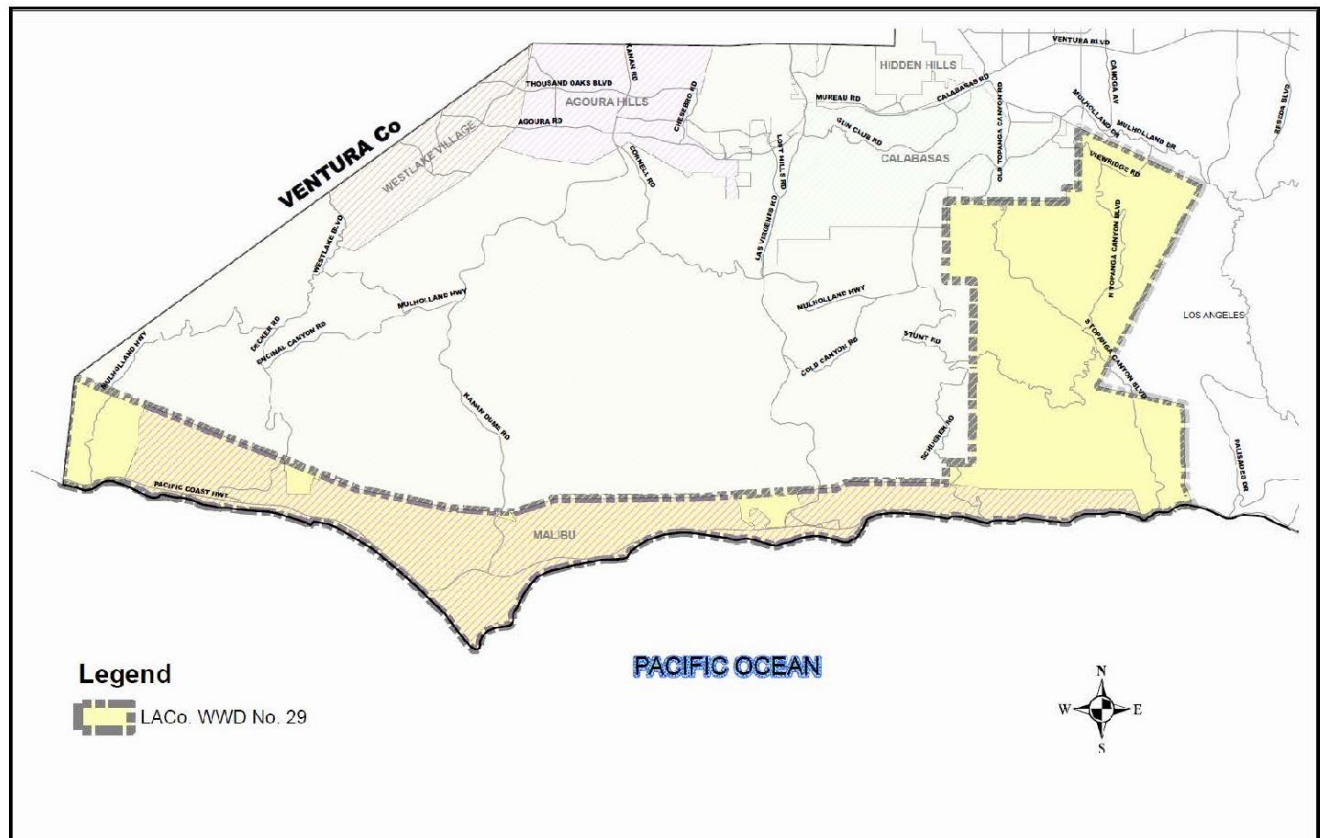
Local Project Sponsor Agency Designation

Sponsored Project: Project 5: Advanced Metering Infrastructure Project (District 29)

Sponsor Agency: Los Angeles County Waterworks District No. 29, Malibu

Agency Address: 23533 Civic Center Way, Malibu, CA 90265

Project Location: City, California (34.035930, -118.691060)



LA County Waterworks District No. 29, Malibu, Service Area

Local Project Sponsor Agency Designation

Sponsored Project: Project 6: Burton Way Median Green Streets and Water Efficient Landscape Project

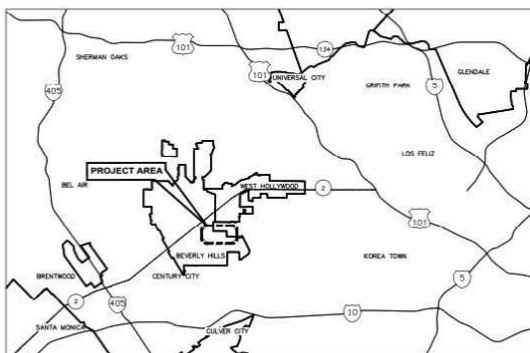
Sponsor Agency: City of Beverly Hills

Agency Address: 455 N Rexford Dr, Beverly Hills, CA 90210

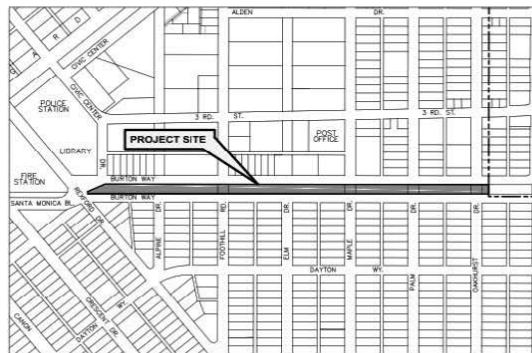
Project Location: Beverly Hills, California (34.072966, -118.399951)



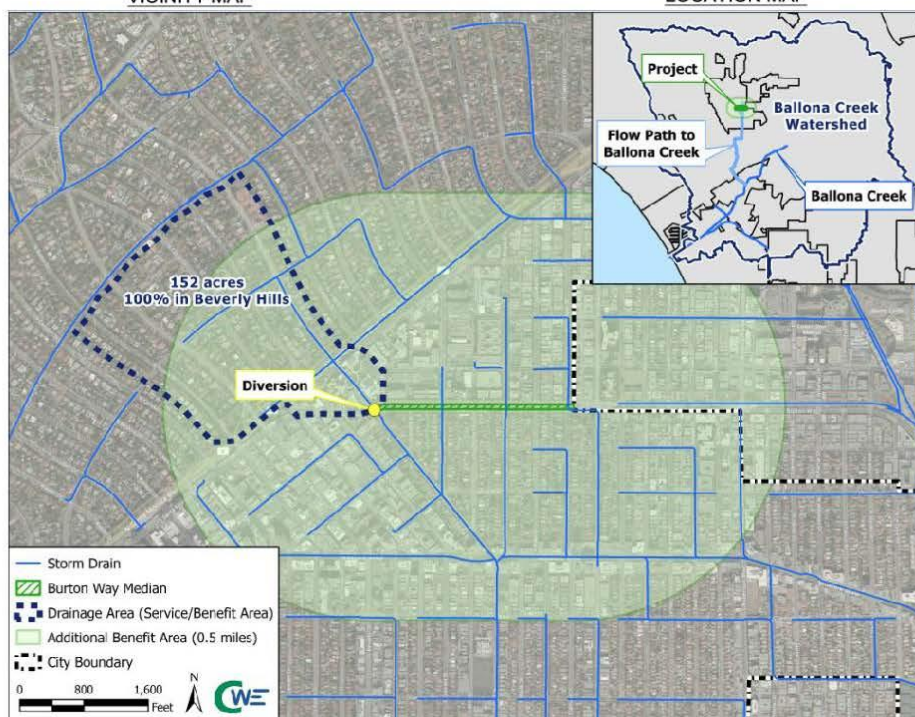
CITY OF BEVERLY HILLS BURTON WAY MEDIAN GREEN STREET AND WATER EFFICIENT LANDSCAPE



VICINITY MAP



LOCATION MAP



Burton Way median is a 3.7 acres public parcel approximately 2,300-ft length by 70-ft wide located within the City of Beverly Hills. The Burton Way median project is designed to capture 55 ac-ft. of combined wet-weather and dry-weather flows per year of urban runoff from a 152-acre tributary drainage area for groundwater recharge and landscape irrigation reuse. The project is intended to provide regional multi-benefits to the Ballona Creek for pollutants reduction, stormwater captured and reuse, and enhancing water use efficiency and conservation.

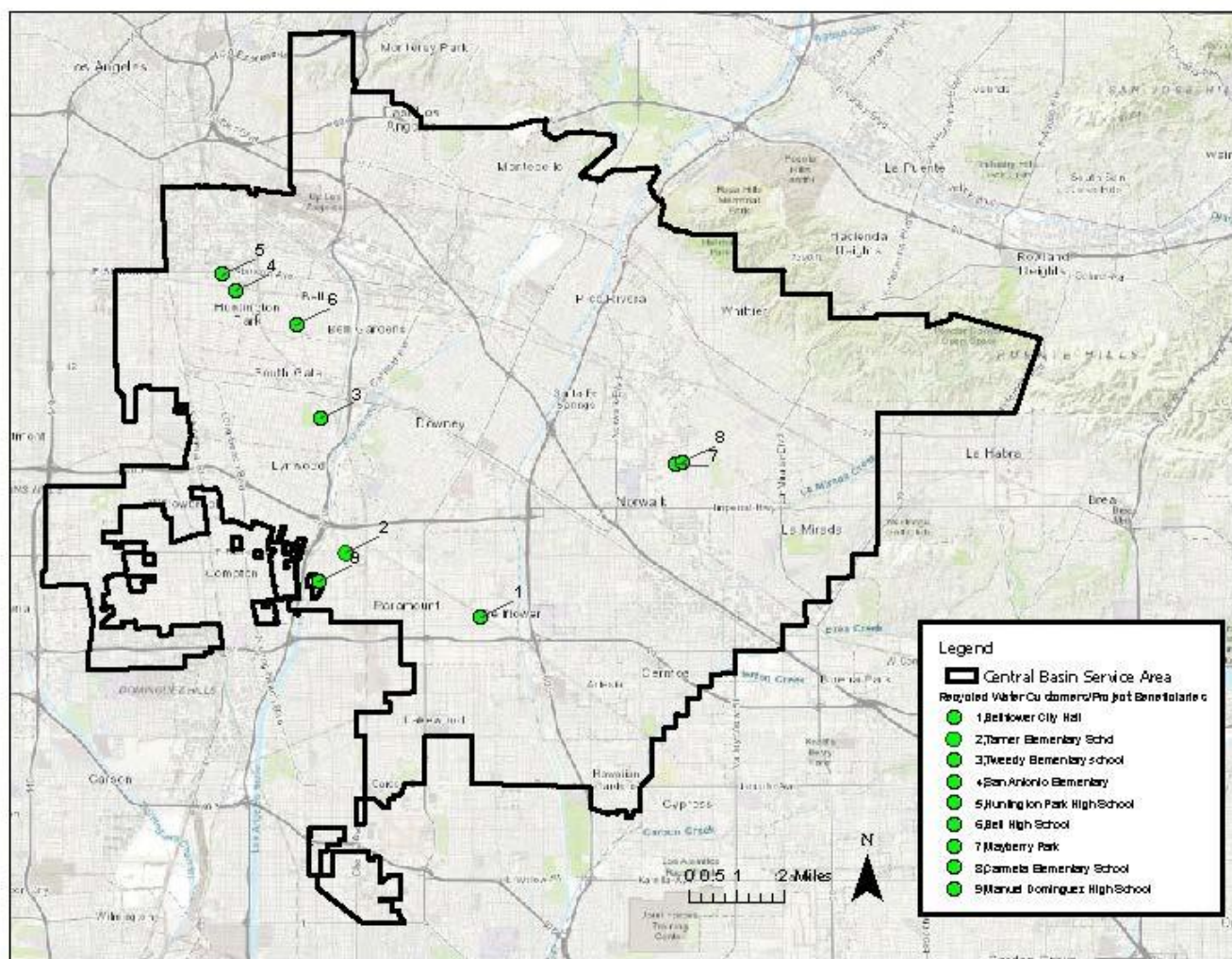
Local Project Sponsor Agency Designation

Sponsored Project: Project 7: Recycled Water Customer Conversion for Disadvantaged Communities Project

Sponsor Agency: Central Basin Municipal Water District

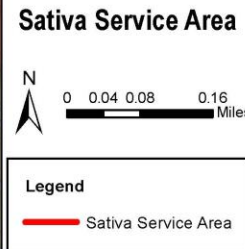
Agency Address: 6252 Telegraph Rd, Commerce, CA 90040

Project Location: City, California (33.995573, -118.144225)



Sponsored Project: Project 8: Sativa Los Angeles County Water Quality Improvement Project

Project Location: Compton, California (34.068241, -118.149735)

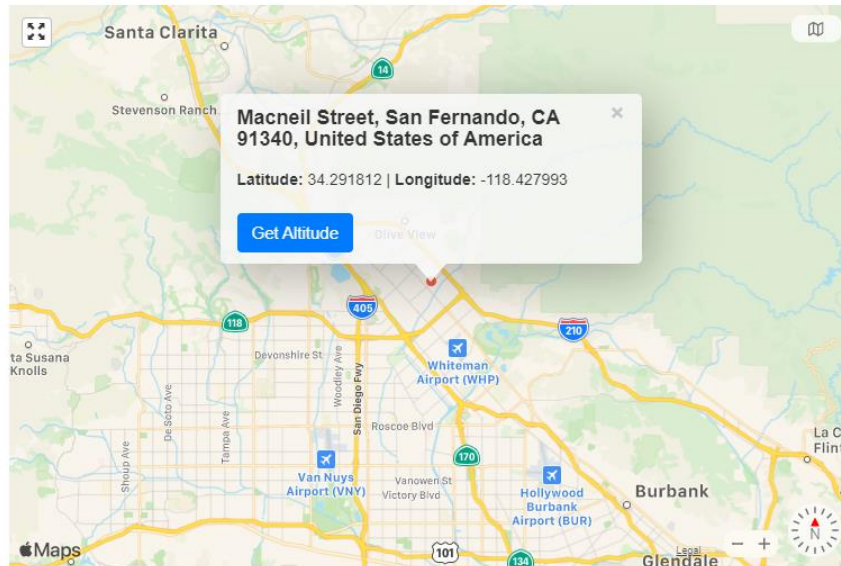


Sponsored Project: Project 9: San Fernando Regional Park Infiltration Project

Sponsor Agency: City of San Fernando

Agency Address: 117 Macneil Street, San Fernando, CA 91340

Project Location: San Fernando, California (34.291812, -118.427993)



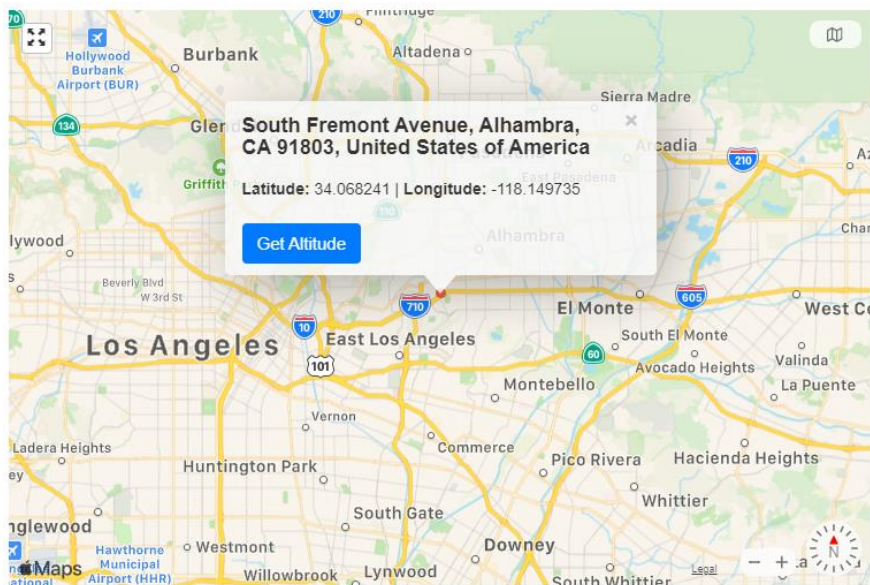
PLACEHOLDER PROJECTS

Sponsored Project: Project 10: Monteith Park and View Park Green Alley Stormwater Improvements Project

Sponsor Agency: Los Angeles County Public Works

Agency Address: 900 S. Fremont Ave. Alhambra, CA 91803

Project Location: Alhambra, California (34.068241, -118.149735)

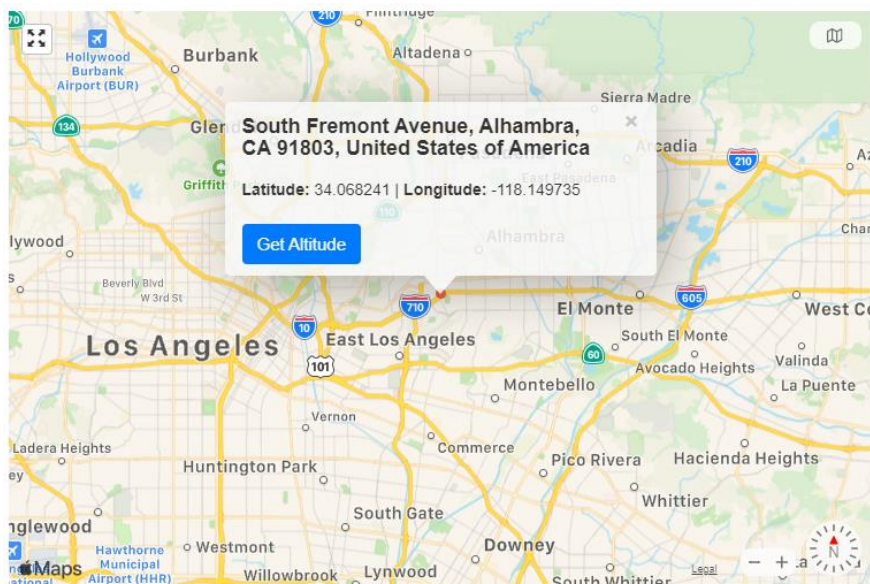


Sponsored Project: Project 11: Viewridge Road Stormwater Improvements Project

Sponsor Agency: Los Angeles County Public Works

Agency Address: 900 S. Fremont Ave. Alhambra, CA 91803

Project Location: Alhambra, California (34.068241, -118.149735)

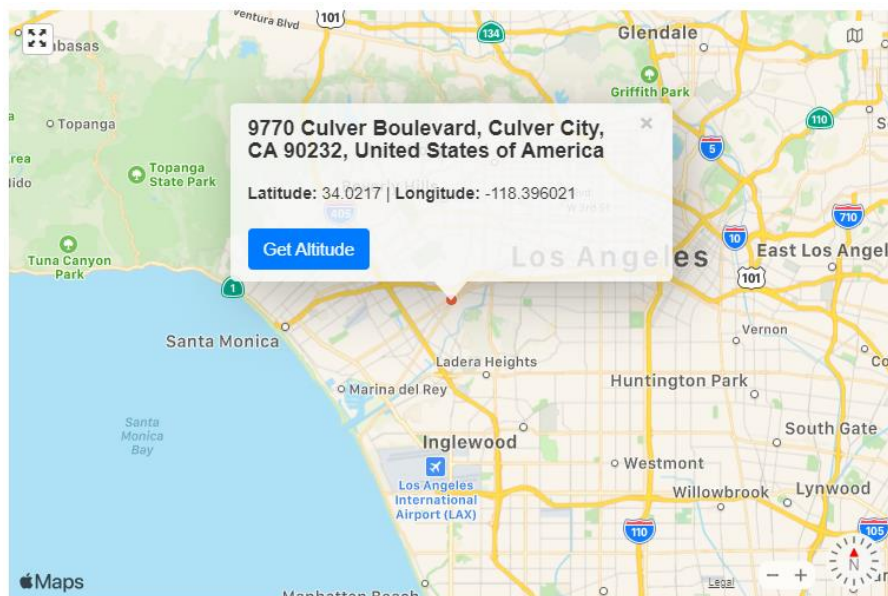


Sponsored Project: Project 12: Mesmer Low Flow Diversion Project

Sponsor Agency: City of Culver City

Agency Address: 9770 Culver Blvd. Culver City, CA 90232

Project Location: Culver City, California (34.021699, -118.396021)

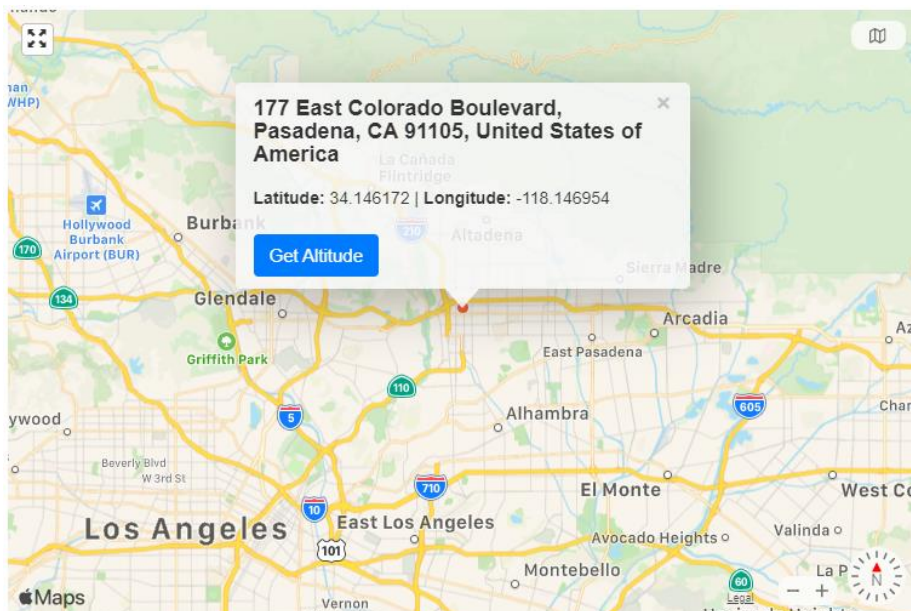


Sponsored Project: Project 13: Upper Los Angeles River Watershed Arundo donax Eradication Project

Sponsor Agency: Council for Watershed Health

Agency Address: 177 E. Colorado Blvd, Suite 200, Pasadena, CA 91105

Project Location: Pasadena, California (34.146172, -118.146954)

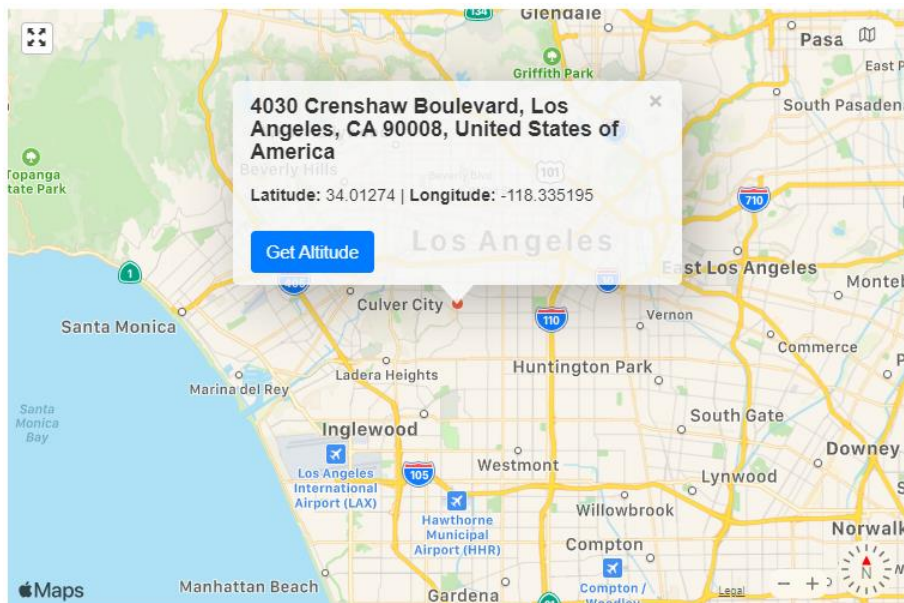


Sponsored Project: Project 14: Strathern Park North Stormwater Capture Project

Sponsor Agency: Los Angeles Department of Water and Power (LADWP)

Agency Address: 4030 Crenshaw Blvd, Los Angeles, CA 90008

Project Location: Los Angeles, California (34.012739, -118.335195)



Sponsored Project: Project 15: County Yard Treatment Project

Sponsor Agency: City of Agoura Hills

Agency Address: 30001 Ladyface Court, Agoura Hills, CA 91301

Project Location: Agoura, California (34.143871, -118.776251)

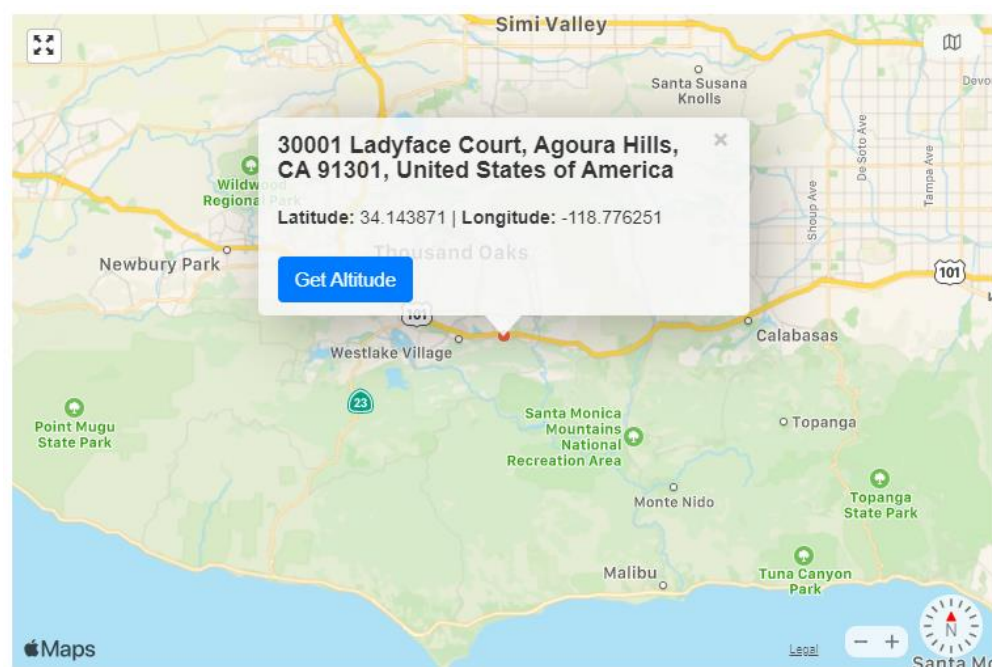


EXHIBIT J

APPRAISAL SPECIFICATIONS

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements,

access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

- c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
- 27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
- 28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
- 29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
- 30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
- 31. Implied dedication statement.
- 32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
- 33. Discussion of any departures taken in the development of the appraisal.
- 34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
- 35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
 - a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

Project Monitoring Plan Guidance

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: August 2, 2021

Subject: Consideration to Approve the Purchase of Two 2022 Ford Police Interceptor Utility Vehicles from Wondries Fleet Group

RECOMMENDATION:

It is recommended that the City Council:

- a. Waive formal bidding and approve the purchase of two 2022 Ford Police Interceptor Utility vehicles from Wondries Fleet Group (Attachment "A") through a cooperative purchasing contract with the County of Los Angeles, contract #RFB-IS-19201357-PO-SH-19010121-1 (Attachment "B");
- b. Adopt Resolution No. 8084 (Attachment "C") appropriating \$80,000 in the Equipment Replacement Fund (041) to pay for the purchase of two 2022 Ford Police Interceptor Utility Vehicles from Wondries Fleet Group;
- c. Authorize the City Manager to execute a Purchase Order with Wondries Fleet Group in the amount not-to-exceed \$80,000; and
- d. Designate two 2015 Ford Police Interceptors (Unit No. 30, Vehicle Identification No. 0000 and Unit No. 21, Vehicle Identification No. 0019) as surplus property and authorize the Purchasing Agent to dispose of the surplus property in accordance with Section 2-852 of the San Fernando City Code.

BACKGROUND:

1. The City has established a four-year replacement cycle for Police patrol vehicles to match their typical useful life.
2. On June 21, 2021, the City Council adopted Resolution No. 8075 approving Fiscal Year (FY) 2021-2022 Budget, which included an enhancement to fund the replacement of two police patrol vehicles from the Equipment Replacement Fund that have exceeded their useful life.

Consideration to Approve the Purchase of Two 2022 Ford Police Interceptor Utility Vehicles from Wondries Fleet Group

Page 2 of 3

3. The proposed vehicles will replace two 2015 Ford Police Interceptor police patrol vehicles (Unit No. 30, Vehicle Identification No. 0000 and Unit No. 21, Vehicle Identification No. 0019) which were due to be replaced in FY 2019-2020, but because of COVID-19 all purchases were delayed due to the uncertainty of loss revenue.

ANALYSIS:

Police patrol units are specialized vehicles produced by certain manufacturers and include enhanced suspension, breaks, electrical systems and other safety features to accommodate the unique requirements and use for police patrol vehicles. Police patrol vehicles must be able to carry a much heavier load than regular passenger vehicles and require increased electrical capacity to accommodate in-car computers, modems, light bar/siren system, and radio equipment. This additional electrical load also means that the vehicles must be constantly running to avoid draining the battery. Police patrol vehicles also require more powerful engines that do not overheat under constant idling conditions and can get up to speed quickly when necessary.

When evaluating the need to replace a Police patrol vehicle, the primary considerations are run-time and annual cost to maintain rather than engine mileage. As previously noted, the engines may be lower mileage than a typical passenger car, but experience much greater wear and tear and deterioration from constant idling and the additional electrical burden.

The two vehicles being designated for replacement have been determined to be beyond their useful life for the following reasons:

- Both vehicles have been in service since 2015 with average mileage of 65,000 miles each.
- They have had number of mechanical issues resulting in high cost of repair related to drive train and suspension problems after the warranty had expired.
- One or both vehicles have been involved in vehicle accidents resulting in long delays because of parts availability for police package vehicles.

The proposed replacement vehicles are being purchased by cooperative procurement through a competitively bid contract between the County of Los Angeles and Wondries Fleet Group. Purchasing the vehicles in this manner is in accordance with the City' Purchasing Ordinance, which authorizes cooperative purchasing through piggybacking. In accordance with the provisions of the Purchasing Ordinance, the vehicles are offered by the vendor at the same terms, conditions and price as described in the contract with County of Los Angeles (Attachment "B").

Consideration to Approve the Purchase of Two 2022 Ford Police Interceptor Utility Vehicles from Wondries Fleet Group

Page 3 of 3

BUDGET IMPACT:

During the FY 2021 -2022 budget process, this item was discussed and presented under the Police Department's Patrol Budget. After further discussion, it was agreed to instead appropriate these funds under the City's Equipment Replacement Fund (041). During the final budget process, finance staff overlooked this appropriation and is now requesting a resolution to appropriate \$80,000 in Fund 041-225-0000-4500 for this vehicle purchase.

CONCLUSION:

Staff recommends that the City Council waive formal bid requirement and approve the purchase of two 2022 Ford Police Interceptor Utility vehicles and authorize the City Manager to execute a purchase order in the amount not to exceed \$80,000, using the County of Los Angeles Purchasing Cooperative contract.

ATTACHMENTS:

- A. Wondries Fleet Group Vehicle Quote
- B. County of Los Angeles Contract # RFB-IS-19201357-PO-SH-19010121-1
- C. Resolution No. 8084



FLEET GROUP

1601 W. Main Street, P.O. Box 3850, Alhambra, CA 91803

626/457/5590 626/457/5593 Fax

July 10, 2021

Lt. Irwin Rosenberg
City of San Fernando Police Department
901 1st Street
San Fernando Ca 91340
Delivery Via Email

Dear Lt. Rosenberg,

In response to your inquiry, we are pleased to submit the following for your consideration:

Wondries Fleet Group will sell, service and deliver at San Fernando, new/unused 2021 Ford Police Interceptor Utility PPV responding to your requirement with the attached specifications for \$ 34,468.00 plus, State Sales Tax, and \$8.75 tire tax (non-taxable). Based of LA County Contract RFB-IS-19201357-PO-SH-19010121-1. **Price Includes Black and White Paint.**

One Unit

2022 Ford Police	
Interceptor Utility Non-	
Hybrid	34,468.00
Sub Total	34,468.00
Sales Tax	3,532.97
Transportation	85.00
Tire Tax	8.75
Total	38,094.72

2 UNITS X 38,094.72 = 76,189.44

Terms are net 30 days.

Delivery is 90-110 Days ARO days.

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O
714-2641867 C
562-684-4672 F
Buzzard5150@gmail.com





Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Ford Police Interceptor Utility (K8A) AWD

Image Not Available



Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13365, Data updated Mar 25, 2021 10:12:00 PM PDT



Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Ford Police Interceptor Utility (K8A) AWD (Complete)

Price Summary

PRICE SUMMARY

Base Price

Total Options

Vehicle Subtotal

Destination Charge

Grand Total

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 13365, Data updated Mar 25, 2021 10:12:00 PM PDT



Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Complete)
2022

Selected Model and Options

MODEL

CODE	MODEL
K8A	2021 Ford Police Interceptor Utility AWD <i>2022</i>

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*

TRANSMISSION

CODE	DESCRIPTION
44U	Transmission: 10-Speed Automatic (44U)

OPTION PACKAGE

CODE	DESCRIPTION
500A	Order Code 500A

AXLE RATIO

CODE	DESCRIPTION
—	3.73 Axle Ratio (STD)


PRIMARY PAINT

CODE	DESCRIPTION
UM	Agate Black

SEAT TYPE

CODE	DESCRIPTION
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

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Vehicle: [Fleet] ~~2021~~ 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

2022

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
47A	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling
76D	Underbody Deflector Plate -inc: Engine and transmission shield

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)
153	Front License Plate Bracket
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)
59B	Keyed Alike - 1284x

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror
19V	Rear Camera On-Demand -inc: Allows driver to enable rear camera on-demand
76R	Reverse Sensing System
60R	Noise Suppression Bonds (Ground Straps)
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring

Options Total

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ 2022 Ford Police Interceptor Utility (K8A) AWD (Complete)

Standard Equipment


Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
Transmission: 10-Speed Automatic (STD)
3.73 Axle Ratio (STD)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
GVWR: 6,840 lbs (3,103 kgs)
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo

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Vehicle: [Fleet] ~~2021~~ *2022* Ford Police Interceptor Utility (K8A) AWD ( Complete)

Exterior

Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Fully Automatic Projector Beam Led Low/High Beam Headlamps
LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Integrated Roof Antenna
1 LCD Monitor In The Front

Interior

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Ford Fleet Telematics Selective Service Internet Access

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Vehicle: [Fleet] ~~2021~~ 2022 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior

Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Display
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets

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Wondries Fleet Group / National Auto Fleet Group

Kevin Buzzard | 626-457-5590 OFC | Buzzard5150@gmail.com

Vehicle: [Fleet] ~~2021~~ ²⁰²² Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor


Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

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Vehicle: [Fleet] ~~2021~~ ²⁰²² Ford Police Interceptor Utility (K8A) AWD ( Complete)

Window Sticker

SUMMARY

 [Fleet] ~~2021~~ ²⁰²² Ford Police Interceptor Utility (K8A) AWD

Interior: Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1: Agate Black

Exterior 2: No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL	MSRP
K8A	²⁰²² [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD	
	OPTIONS	
153	Front License Plate Bracket	
17T	Switchable Red/White Lighting in Cargo Area	
19V	Rear Camera On-Demand	
43D	Dark Car Feature	
44U	Transmission: 10-Speed Automatic (44U)	
47A	Police Engine Idle Feature	
500A	Order Code 500A	
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	
52P	Hidden Door-Lock Plunger	
59B	Keyed Alike - 1284x	
60R	Noise Suppression Bonds (Ground Straps)	
76D	Underbody Deflector Plate	
76R	Reverse Sensing System	
85R	Rear Console Plate	
86T	Tail Lamp/Police Interceptor Housing Only	
87R	Rear View Camera	
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	
99B	Engine: 3.3L V6 Direct-Injection (FFV)	
UM	Agate Black	
	3.73 Axle Ratio	

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Vehicle: [Fleet] ~~2021~~ 2022 Ford Police Interceptor Utility (K8A) AWD (Complete)

SUBTOTAL

Adjustments Total

Destination Charge

TOTAL PRICE

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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LOS ANGELES COUNTY
SHERIFF
PURCHASE ORDER



FOR VENDOR PAYMENT INQUIRIES PLEASE REFER TO https://lacovss.lacounty.gov/LoginExternal/Pages/lacovss-dept-contacts.pdf				ORDER NUMBER PO-SH-19010121-1		AWARD DATE 06/14/2019	
BILL TO: SHERIFF COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063				ALL ITEMS AND CONDITIONS IN THE SOLICITATION ARE PART OF THIS ORDER AS IF FULLY REPRODUCED HEREIN.			
				ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Contact : Karen Carrillo Phone : 323-267-2292 Email : kcarrillo@isd.lacounty.gov			
VENDOR NAME, STREET, CITY, STATE, ZIP CODE: BOB WONDRIES FORD 400 S. ATLANTIC BLVD. P.O. BOX 1131 ALHAMBRA CA 91801-3642				SHIP FOB DESTINATION TO: (UNLESS SPECIFIED ELSEWHERE) COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES CA 90063 PROCUREMENT FOLDER : 1764596			
				CONTACT FOR DELIVERY INSTRUCTIONS (NAME, TELEPHONE) COMM AND FLEET MGMT BUREAU			
DELIVERY DATE 01/06/20		FOB POINT FOB Destination, Freight Prepaid and Allowed		AGENCY REQ. NUMBER 15771/9		CONTRACT NUMBER	
						TOTAL AMOUNT OF ORDER \$48,023.41	
DATE PRINTED 06/14/2019	VENDOR NO. 042117	PROMPT PAYMENT TERM	DISCOUNT: 0.00 DAYS: 30	TERM 1	TERM 2 DISCOUNT: 0 DAYS: 0	TERM 3 DISCOUNT: 0.00 DAYS: 0	TERM 4 DISCOUNT: 0.00 DAYS: 0
LINE NO.	COMMODITY/SERVICE DESCRIPTION			QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	NOTICE TO VENDORS: ALL ITEMS LISTED ON VENDOR PACKING SLIPS AND INVOICES MUST REFLECT THE CORRESPONDING PURCHASE ORDER COMMODITY LINE NUMBER. ALSO, THE ORDER NUMBER MUST BE REFERENCED ON ALL PACKING SLIPS AND INVOICES. COMMODITY CODE: 070-06-00-0000000 SUPPLIER PART NO: SALES TAX AMOUNT: STOCK ITEM DESCRIPTION: DESCRIPTION: **VEHICLE OFFERED** 2020 FORD K8A 96 VEHICLE - SUV - 4 DOOR - 6,390 LBS GVWR - ALL WHEEL DRIVE - V6 - 10 SPEED AUTOMATIC TRANSMISSION - BLACK AND WHITE - POLICE PACKAGE - AS PER ATTACHED SPECIFICATIONS LABELED EXHIBIT A			1.00000	EA	\$43,849.000000	\$43,849.00 \$4,165.66
LA County is pleased to provide online access to the new Vendor Self-Service (VSS) Portal: http://lacovss.lacounty.gov Go to the portal home page to find out more about the benefits to vendors who do business with the County.							
LA County Purchase Order Awarded on: 06/14/2019 Authorized and signed by: Karen Carrillo Date Signed: 06/14/2019							
COUNTY OF LOS ANGELES							

PRICE SHEET		PURCHASE ORDER			
		ORDER NO: PO-SH-19010121-1			
VENDOR NO: 042117					Page
VENDOR: BOB WONDRIES FORD					2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	<p>NOTE: VEHICLES SHALL BE OF THE MAKE, MODEL, AND MECHANICALLY EQUIPPED AS TESTED & CERTIFIED AS "HIGH SPEED POLICE PACKAGE VEHICLES" AT THE LASD'S MOST RECENT ANNUAL "LAW ENFORCEMENT VEHICLE TEST & EVALUATION PROGRAM".</p> <p>Delivery: 180 Days ARO</p> <p>PRICES, TERMS & CONDITIONS ARE IN ACCORDANCE WITH SOLICITATION# RFB-IS-19201357 (LINES #1-#2)</p> <p>*****</p> <p>Successful bidder to provide verification of dealer order within fifteen (15) days of receiving purchase order. The email verification must be forwarded to the following:</p> <ul style="list-style-type: none"> - Stephen Adebanjo/ saadeban@lasd.org - Rochelle Kidd/R1Kidd@lasd.org - George Ramirez/ ggramire@lasd.org <p>LIQUIDATED DAMAGES MAY BE ACCESSED FOR DELIVERIES MADE OUTSIDE OF THE PROPOSED DELIVERY TIMEFRAMES.</p> <p>*****</p> <p>TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-19201357</p>				
2	<p>COMMODITY CODE: 070-06-00-0000000</p> <p>SUPPLIER PART NO:</p> <p>SALES TAX AMOUNT:</p> <p>DESCRIPTION:</p> <p>NEW TIRE TAX FEE (5 TIRES X 1 VEHICLE)</p> <p>PRICES ARE EXCLUSIVE OF FEDERAL EXCISE TAX. EXEMPT CERTIFICATE NO. 95 7400 14K</p> <p>CONTACT:</p> <p>NANCY OHARA, LIEUTENANT</p> <p>TELEPHONE # (323) 881-3982</p> <p>EMAIL: TNOHARA@LASD.ORG</p> <p>OR</p> <p>THEA SHERIDAN, ASM1</p> <p>TELEPHONE # (562) 345-4307</p> <p>EMAIL: HTSHERID@LASD.ORG</p> <p>-----</p> <p>INTERNAL USE ONLY</p> <p>REFERENCE:</p> <p>RQN-SH-19039711</p> <p>UNIT BUYER: WYNJELLYN GAN</p> <p>CFMB BUDGET LOG #V-35</p> <p>FLEET APPROVAL CODE: 19FLEET41</p> <p>FA APPROVAL CODE: 19FX92138</p> <p>FUND: A01</p> <p>UNIT: 95771</p> <p>OBJECT CODE: 6049-60D (FIXED ASSET)</p> <p>ACTIVITY CODE: RCCS</p> <p>FUNCTION CODE: NP-S&U</p>	5.000000	EA	\$1.750000	<p>\$8.75</p> <p>\$0.00</p>

PRICE SHEET		PURCHASE ORDER			
VENDOR NO: 042117					Page 3
VENDOR: BOB WONDRIES FORD					
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
	TERMS AND CONDITIONS IN ACCORDANCE WITH SOLICITATION # RFB-IS-19201357				

RESOLUTION NO. 8084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2021-2022 ADOPTED ON JUNE 21, 2021

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2021-2022, commencing July 1, 2021, and ending June 30, 2022; 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, 2021 and ending July 30, 2022, a copy of which is on file in the City Clerk's Office, was adopted on June 21, 2021.

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:

Purchase of Two 2022 Ford Police Interceptor Utility Vehicles

Increase in Expenditures	\$80,000
--------------------------	----------

Account No. 041-225-0000-4500

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 2nd day of August, 2021.

ATTEST:

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. 8084 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 2nd day of August, 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

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: August 2, 2021

Subject: Consideration to Adopt an Ordinance to Merge the Tree Commission and the Planning and Preservation Commission

RECOMMENDATION:

It is recommended that the City Council introduce for first reading, in title only, and waive further reading of Ordinance No. 1702 (Attachment "A") "An Ordinance of the City Council of the City of San Fernando, California, repealing Division 7, (Tree Commission) of Chapter 2 "Administration" and amending Article II, (Planning and Preservation Commission) of Chapter 62, (Planning) of the San Fernando Municipal Code."

BACKGROUND:

1. On June 6, 2016, the City Council approved changes to City Commissions. Among the changes, City Council approved dissolving the Tree Commission and combining the duties and responsibilities of the former Tree Commission with the Planning and Preservation Commission (PPC).

ANALYSIS:

The direction from the City Council to transfer the Tree Commission responsibilities to the PPC was not formally implemented and requires adopting an ordinance to amend the City Code. The adoption of the proposed Ordinance will fully implement City Council direction and formally effectuate transfer of the duties and powers of the Tree Commission to the PPC. These duties and powers include:

- (1) To act in an advisory capacity to the city council on matters pertaining to the improvement and beautification of the City's urban forest, and to provide an official entity through which the city may organize and implement plans.

Consideration to Adopt an Ordinance to Merge the Tree Commission and the Planning and Preservation Commission

Page 2 of 2

- (2) To establish procedures and rules of operation, as it deems necessary to give effect to the intent and purpose of this ordinance, subject to the approval of the city council, and to perform such other duties as may be prescribed by the city council.
- (3) To oversee the preparation of, the reviewing of, and the recommendation of a city-owned tree inventory, master plan, and work plan/budget to the city council for implementation.
- (4) To be instrumental in evaluating needs, setting goals, and establishing policies for the community forestry program.
- (5) To recommend legislation to the city council regarding the urban forest.
- (6) To provide information regarding the selection, planning and maintenance of trees on public property.

The PPC will meet to discuss matters related to trees and the City's urban forest at least once each quarter during regularly scheduled commission meetings.

BUDGET IMPACT:

Approval of the proposed Ordinance does not have a direct fiscal impact on the City's Fiscal Year 2021-2022 General Fund budget.

CONCLUSION:

It is recommended that the City Council adopt Ordinance No. 1702 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California, repealing Division 7, (Tree Commission) of Chapter 2 "Administration" and amending Article II, (Planning and Preservation Commission) of Chapter 62, (Planning) of the San Fernando Municipal Code" and waive further reading.

ATTACHMENT:

A. Ordinance No. 1702

ORDINANCE NO. 1702

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, REPEALING DIVISION 7, (TREE COMMISSION) OF CHAPTER 2 "ADMINISTRATION" AND AMENDING ARTICLE II, (PLANNING AND PRESERVATION COMMISSION) OF CHAPTER 62, (PLANNING) OF THE SAN FERNANDO MUNICIPAL CODE

RECITALS

WHEREAS, on April 6, 2015, the City Council created an Ad Hoc Committee on City Commissions to do an overview of all commissions and provide final recommendations to the full City Council; and

WHEREAS, on June 6, 2016, upon review of recommended changes to City Commissions, the City Council approved the dissolution of the Tree Commission; and

WHEREAS, the City Council further approved that the duties of the Tree Commission be consolidated with those of the Planning and Preservation Commission; and

WHEREAS, the proposed amendments to Article II, (Planning and Preservation Commission) of Chapter 62, (Planning) of the San Fernando Municipal Code put the Ad Hoc Committee's recommendation into effect.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and incorporated into this Ordinance.

SECTION 2. Division 7, (Tree Commission) of Chapter 2, (Administration) of the San Fernando Municipal Code is hereby repealed in its entirety.

SECTION 3. Article II, (Planning and Preservation Commission) of Chapter 62, "Planning" of the City of San Fernando Municipal Code is hereby amended to read:

"ARTICLE II. – 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.

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.

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.

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.

Sec. 62-30. - Meetings generally.

- (a) The members of the planning and preservation commission shall meet once each month, at such time and place as may be fixed by resolution, and may hold such other meetings as from time to time may be called in the form and manner required by law.
- (b) The planning and preservation commission shall discuss at least once a quarter matters pertaining to trees and the City's urban forest during regularly scheduled commission meetings.

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.

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.

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.

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.

Sec. 62-35. - Powers and duties generally.

The planning and preservation commission shall have the powers and shall perform the duties prescribed by the city council and by state law for planning commissions established pursuant to Government Code § 65101.

In addition, for purposes of ch. 106, art. VI, div. 14, of this Code, the duties of the planning and preservation commission shall include the following:

- (1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the designation, selection, establishment, maintenance, management, and control of historic resources and the preservation thereof.
- (2) Upon request of the city council, making other investigations, reports, and recommendations upon subjects related to the implementation of the historic preservation element of the general plan and ch. 106, art. VI, div. 14, of this Code, or other matters related to the city's historic preservation program referred to it by the city council.

Sec. 62-36. - Powers and duties, trees and City's urban forest.

In addition to the duties discussed in Sec. 62-35, the planning and preservation commission shall have duties related to trees and the City's urban forest, including the following:

- (1) To act in an advisory capacity to the city council on matters pertaining to the improvement and beautification of the city's urban forest, and to provide an official entity through which the city may organize and implement plans.
- (2) To establish procedures and rules of operation, as it deems necessary to give effect to the intent and purpose of this ordinance, subject to the approval of the city council, and to perform such other duties as may be prescribed by the city council.
- (3) To oversee the preparation of, the reviewing of, and the recommendation of a city-owned tree inventory, master plan, and work plan/budget to the city council for implementation.
- (4) To be instrumental in evaluating needs, setting goals, and establishing policies for the community forestry program.
- (5) To recommend legislation to the city council regarding the urban forest.
- (6) To provide information regarding the selection, planning and maintenance of trees on public property.

SECTION 4. The City Clerk shall cause this ordinance or a summary hereof to be published in a newspaper of general circulation, published in the County of Los Angeles and circulated in the City, and if applicable, to be posted, in accordance with Section 36933 of the California Government Code; shall certify to the adoption of this ordinance and shall cause a certified copy of this ordinance, together with proof of publication, to be filed in the Office of the City Clerk.

SECTION 5. This ordinance shall go into effect and be in full force effective at 12:01 a.m. on the thirty-first (31st) day after its passage.

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. 1702 which was introduced August 2, 2021 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

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: August 2, 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.

As of June 15, 2021, California retired its Blueprint for a Safer Economy and California's economy is now fully open (Attachment "A"). Restaurants, shopping malls, movie theaters, and most everyday places are operating as normal – with no capacity limits or physical distancing required. However, everyone is still required to follow masking guidelines in select settings. Some restrictions also still exist for large events.

Los Angeles County Department of Public Health (LACDPH) A Safer Return Together at Work and in the Community Beyond the Blueprint for a Safer Economy.

With California's reopening, the Los Angeles County Health Officer Order (which includes the City of San Fernando) was updated on June 15, 2021, to rescind most LACDPH sector-specific protocols, align with the State Public Health Order, and urged residents to use good judgement

Presentation and Update Regarding COVID-19 Response Efforts

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as physical distancing and capacity limitations were removed. On July 16, 2021, LACDPH reported that LA County's daily test positivity rate was 3.75%, an increase from a rate of 1.2% on June 15, 2021 when physical distancing restrictions and capacity limits were lifted across all sectors. Consequently, LACDPH implemented a revised Health Officer Order requiring masking indoors regardless of vaccination status that went into effect at 11:59 pm on Saturday, July 17, 2021. Most recently, LACDPH revised the Health Officer Order and includes:

- Clarification that customers, guests, and patrons are not required to wear a face mask indoors while actively eating or drinking in a stationary place, receiving a personal care service that requires the removal of their mask, or when alone in a room or office;
- Strongly recommends that all personal at Outdoor Mega-Events wear a face mask at all times when not seated in their ticketed seat;
- Clarification that persons in indoor private office settings need to wear a face mask;
- Requires face masks to be worn by all persons, regardless of vaccination status, while in all indoor public settings and businesses; and
- Continues to urge everyone, especially those who are not or cannot be vaccinated against COVID-19, to continue to exercise caution and good judgment as community transmission of COVID-19 is rapidly increased from low to substantial transmission in one month.

Please visit the City's website for current Health Orders issued by the LACDPH: SFCITY.ORG/Coronavirus/#Health-Officer-Order. Key COVID-19 related metrics for the County of Los Angeles and City of San Fernando are included as Attachment "B".

Masking Guidance.

Effective June 22, 2021, there are places where everyone two years of age and older must continue to wear a mask, regardless of their vaccination status (Attachment "C"). Note that in the workplace, workers have to follow Cal/OSHA mask requirements.

If you are fully vaccinated, you are not required to wear a mask, except in places where EVERYONE is required to wear a mask. Keep your vaccine record handy as businesses can ask for proof of vaccination.

EVERYONE, regardless of vaccination status, must wear a mask:

- In all indoor public settings, venues, gatherings, and public and private businesses in Los Angeles County.
- On planes, trains, buses, ferries, taxis and ride-shares, and all other forms of public transport.
- In transportation hubs like airports, bus terminals, train stations, marinas, seaports or other ports, subway stations, or any other area that provides transportation.
- Healthcare settings (including long-term care facilities).
- State and local correctional facilities and detention centers.

Presentation and Update Regarding COVID-19 Response Efforts

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- Shelters and cooling centers.
- Indoors at any youth-serving facility (such as K-12 schools, childcare, day camps, etc.)
- In any outdoor location where it is the policy of the business or venue..

Please visit the City's website for additional masking guidance issued by the LACDPH: SFCITY.ORG/Coronavirus/#Face-Masks

Health Order Enforcement.

Staff will provide an update on current enforcement efforts during the meeting, if requested.

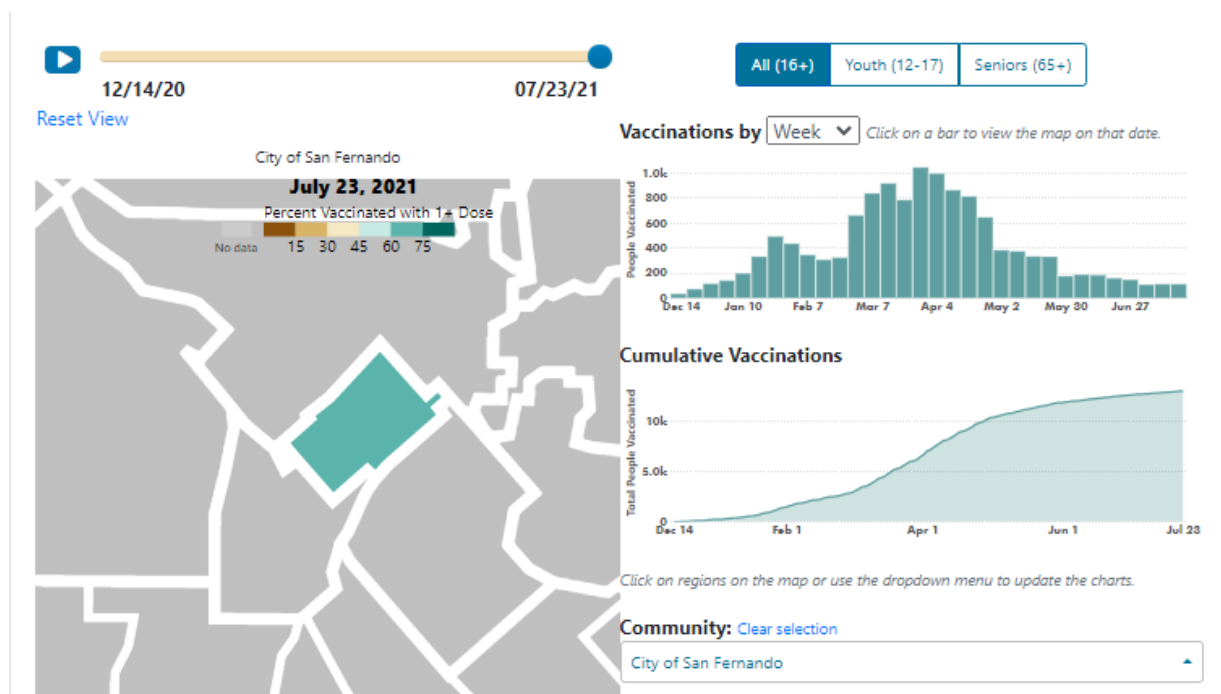
COVID-19 Vaccine Distribution.

Since May 13, 2021, all California residents age 12 and older have been eligible to be vaccinated. Los Angeles County residents in have three options to register for an appointment to receive the COVID-19 vaccine:

- LACDPH Online portal: VaccinateLACounty.com
- Los Angeles Fire Department Online portal: 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.

Per data provided by LACDPH as of July 23, 2021: 12,988 (66.8%) of San Fernando residents over the age of 16 and 2,301 (89.4%) of San Fernando residents over the age of 65 have received at least one dose of the COVID-19 Vaccine.



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Estimated Progress by Community [?](#)

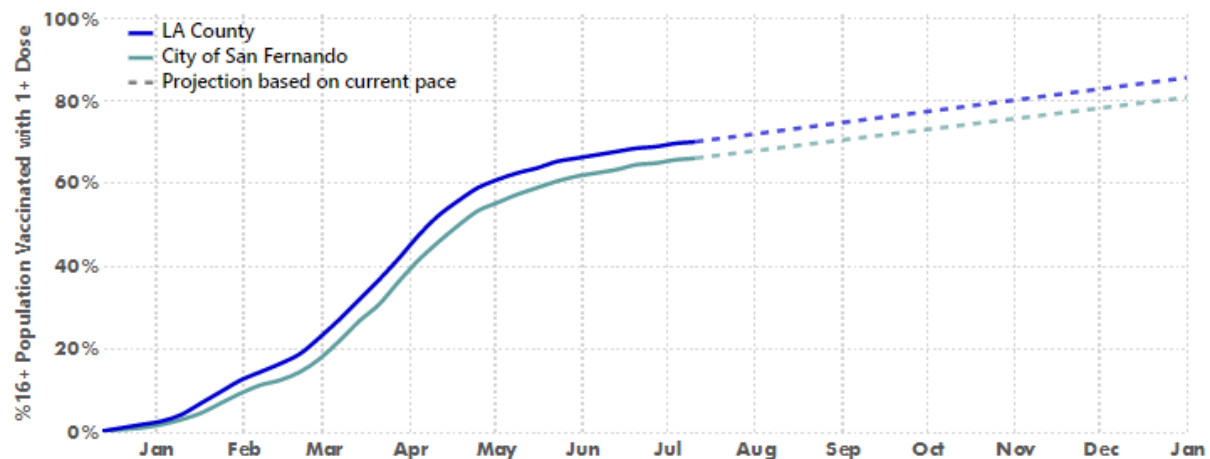
Projections extend the **current pace** of vaccinations (113 vaccinations/week as of Jul 11 - Jul 17).

With vaccination rates dropping, these projections likely overestimate the rate of vaccination progress.

Reset Vaccination rate shown: 113 vaccinations/week

☐ View Past Projections

☐ View Weekly Vaccinations



Notes [Save image \(png\)](#)

Notes:

- The dashed line is a linear trend projected into the future, based off of the last complete week of data. Data shown are binned by their weekly totals.
- Cumulative totals are given for the number of people vaccinated with at least 1 dose divided by the appropriate population, selected by the age range buttons above (16+, 12-17, 65+).
- Each community past projection line shows the vaccination rate for a previous week. Past projections are not shown for youth vaccinations at this time.

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) to receive vaccine specific updates.

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

- Santa Rosa Catholic Church: On August 7, 2021, there will be a mobile a mobile vaccination clinic offering the Pfizer vaccine. Residents may register online at Curative.com.
- Kidneys Quest Foundation: On August 14, 2021, there will be a mobile vaccination clinic offering the Pfizer vaccine. Residents may register online at MyTurn.ca.gov.

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- Vaughn International Studies Academy Vaccination Clinic for Seniors Age 65+: There will be a mobile vaccination clinic every Monday, Wednesday and Friday. Residents may call (818) 847-3860 to schedule an appointment.
- 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.

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

COVID-19 Relief Programs.

The City Council has approved a number of COVID-19 Relief Programs and is working with staff to develop additional relief programs. Please visit the City’s website: SFCITY.ORG/Coronavirus/#Business-Resources for more information on the City’s COVID-19 Relief Programs.

City Facilities Reopening.

Effective, April 19, 2021, City Hall 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 July 2021.

All visitors to City Hall and the San Fernando Police Department must wear a cloth face covering at all times, until further notice.

Customers are urged to contact the Recreation and Community Services Department at (818) 898-1290 or 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.

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 prior to visiting to check on availability of services.

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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.

On July 13, 2021, the City received its 1st tranche of the American Rescue Plan Act (ARPA) funds; that amount was \$2,909,170. The 2nd tranche should arrive on or about July 13, 2022.

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 2020 – June 2021) expenses for labor are \$394,359 (inclusive of the most recent payroll) and \$193,875 for supplies (as of the most recent accounts payable run) totaling \$588,234.

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ATTACHMENTS:

- A. California is Open – What does this mean?
- B. City of San Fernando and LA County Daily COVID-19 Data – as of July 28, 2021
- C. Masking Guidance
- D. COVID-19 Vaccine Frequently Asked Questions
- E. COVID-19 Vaccine Scams
- F. COVID-19 Variants
- G. Coping with Stress

What Does This Mean?

California is Open, With Some Restrictions

As of June 15, California retired its Blueprint for a Safer Economy.¹ California's economy is now fully open. Restaurants, shopping malls, movie theaters, and most everyday places are operating as normal – with no capacity limits or physical distancing required.² However, everyone is still required to follow masking guidelines in select settings. Some restrictions also still exist for large events.



Masking is Still Required In Some Settings

EVERYONE, regardless of vaccination status, is still required to wear masks on public transportation (buses, trains, planes, etc.) and some other places (like hospitals and shelters)³ per CDC guidelines.

People who are **NOT fully vaccinated** must still wear masks in all **INDOOR** public settings (such as, but not limited to, the grocery store and the movie theater) and should wear masks in **OUTDOOR** crowded settings when that region is experiencing high [COVID transmission](#).



Fully vaccinated⁴ people may go unmasked in most settings (except public transportation and places like hospitals and shelters). Workers must follow Cal/OSHA rules.

Read our [full masking guidance](#).

Large Events are Subject to Some Restrictions

Some public health measures are still in place for large, or mega events, which include 5,000+ people indoors or 10,000+ outdoors. Think concerts, sporting events, festivals, and conventions. Mega events are high risk for spreading COVID-19 because they attract people from around the world, and people gather in crowds. Indoor mega event attendees will be required to confirm proof of vaccination or negative COVID-19 status to attend. Outdoor mega event attendees will be strongly encouraged to do so.



What's Next

California will keep a close eye on COVID-19 vaccination and infection rates over the summer and will review these guidelines by September 1, 2021.

Scan the QR code to see interactive links on this flyer



¹See the full [Beyond the Blueprint guidance](#). Read the [Beyond the Blueprint Q&A](#).

²Local health jurisdictions may impose stricter criteria. In workplaces, employers are subject to the Cal/OSHA COVID-19 [Emergency Temporary Standards](#) (ETS) or in some workplaces the [CalOSHA Aerosol Transmissible Diseases Standard](#), and should consult those regulations for additional applicable requirements.

³This includes K-12 schools, childcare and other youth settings, healthcare settings (including long term care facilities), state and local correctional facilities and detention centers, homeless shelters, emergency shelters, and cooling centers.

⁴Someone is considered fully vaccinated two weeks or more after their second dose of Pfizer/Moderna or two weeks after receiving the single dose J&J vaccine.



City of San Fernando Daily COVID-19 Data

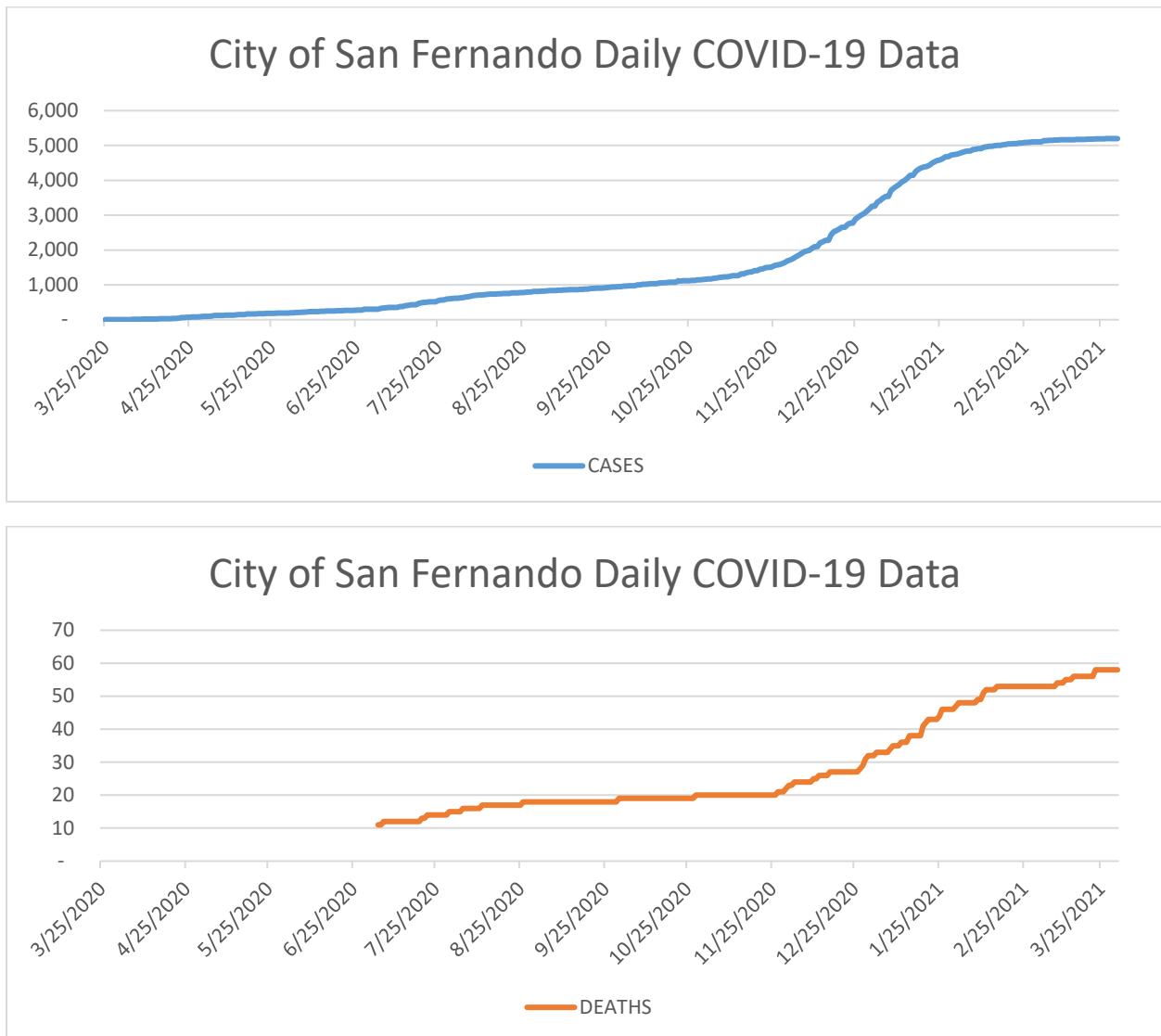
SOURCE:

<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 July 12, 2021)

Total Cases: 5,332

Total Deaths: 64



Los Angeles County Daily COVID-19 Data

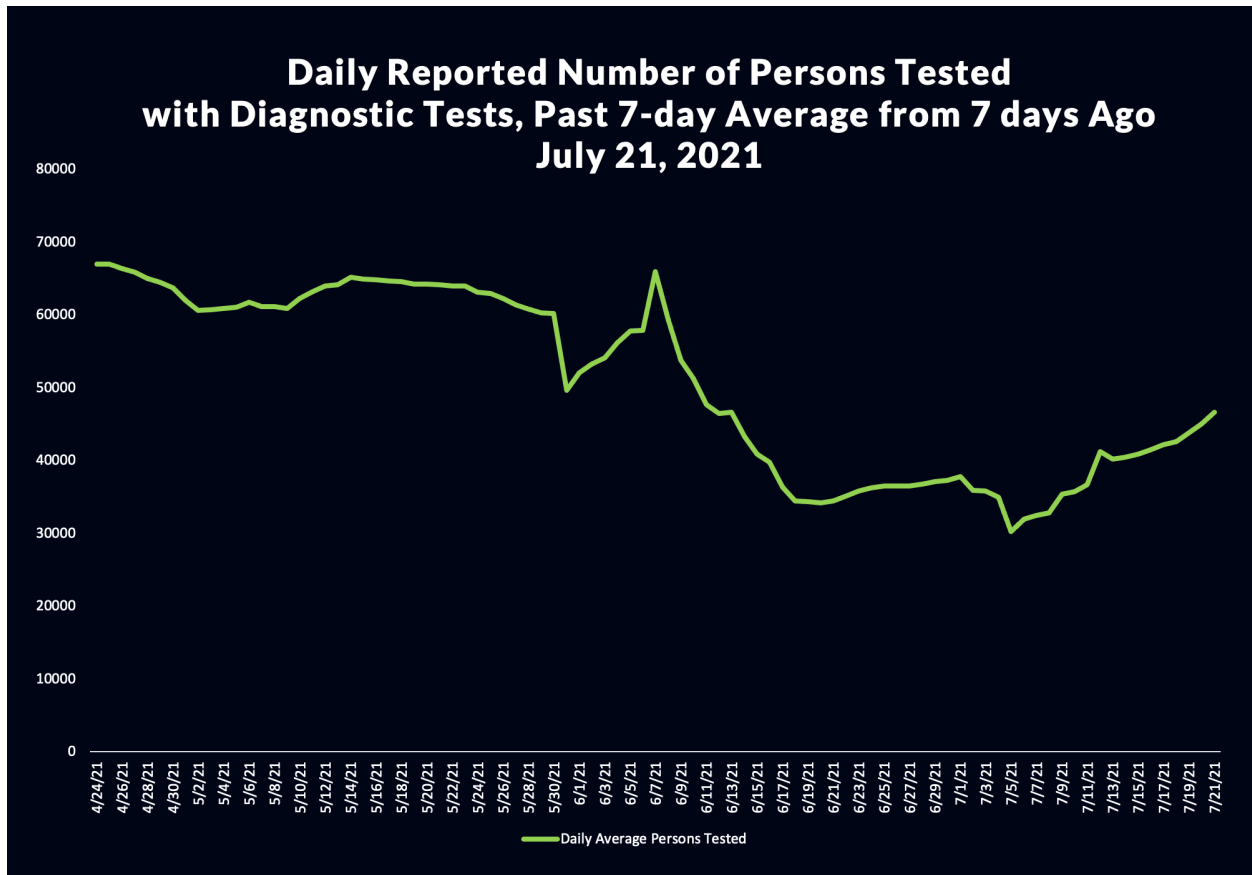
SOURCE:

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; 7/29/21 @ 8:00 am.

Graph 1: Daily Reported Persons Tested for COVID-19

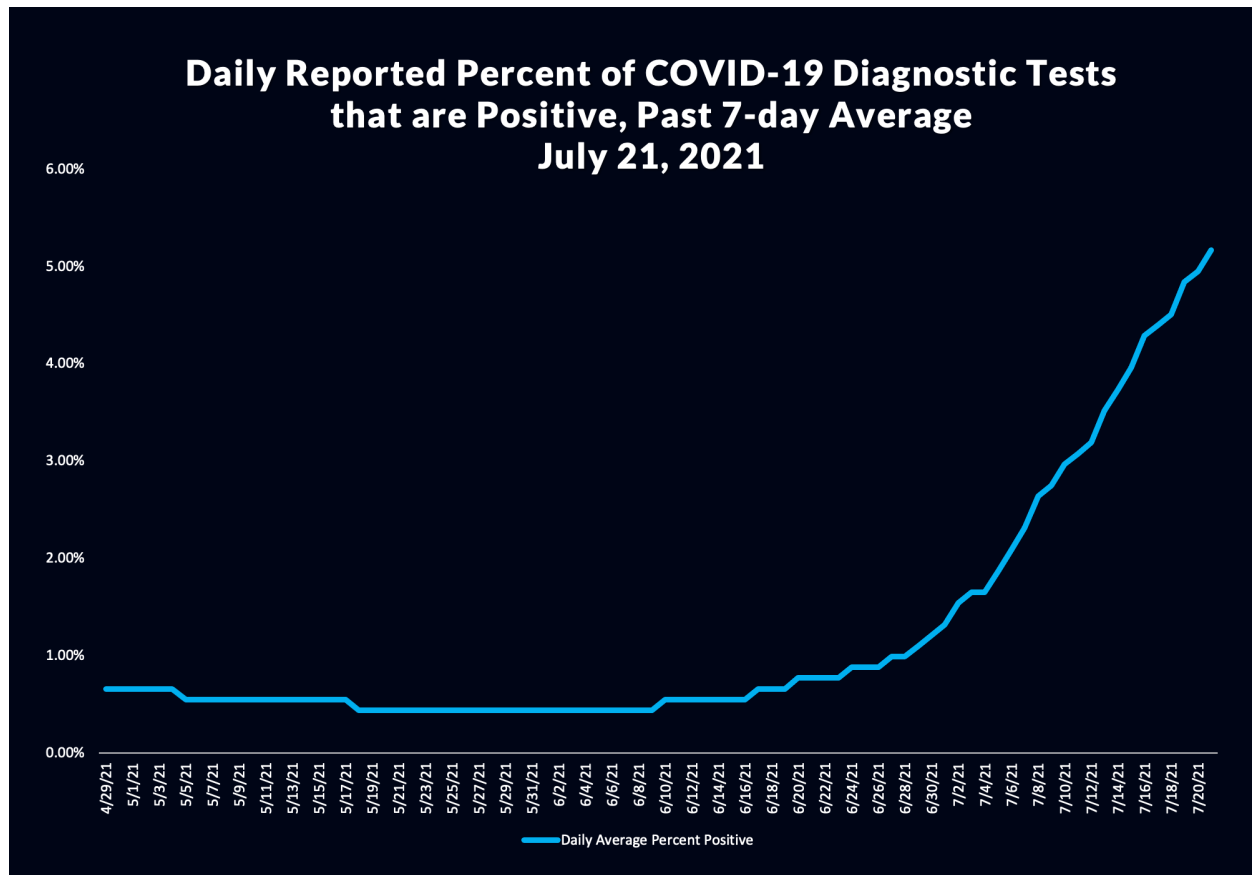
7-Day Daily Average: 46,669

Total Number of People Tested: 7,279,944



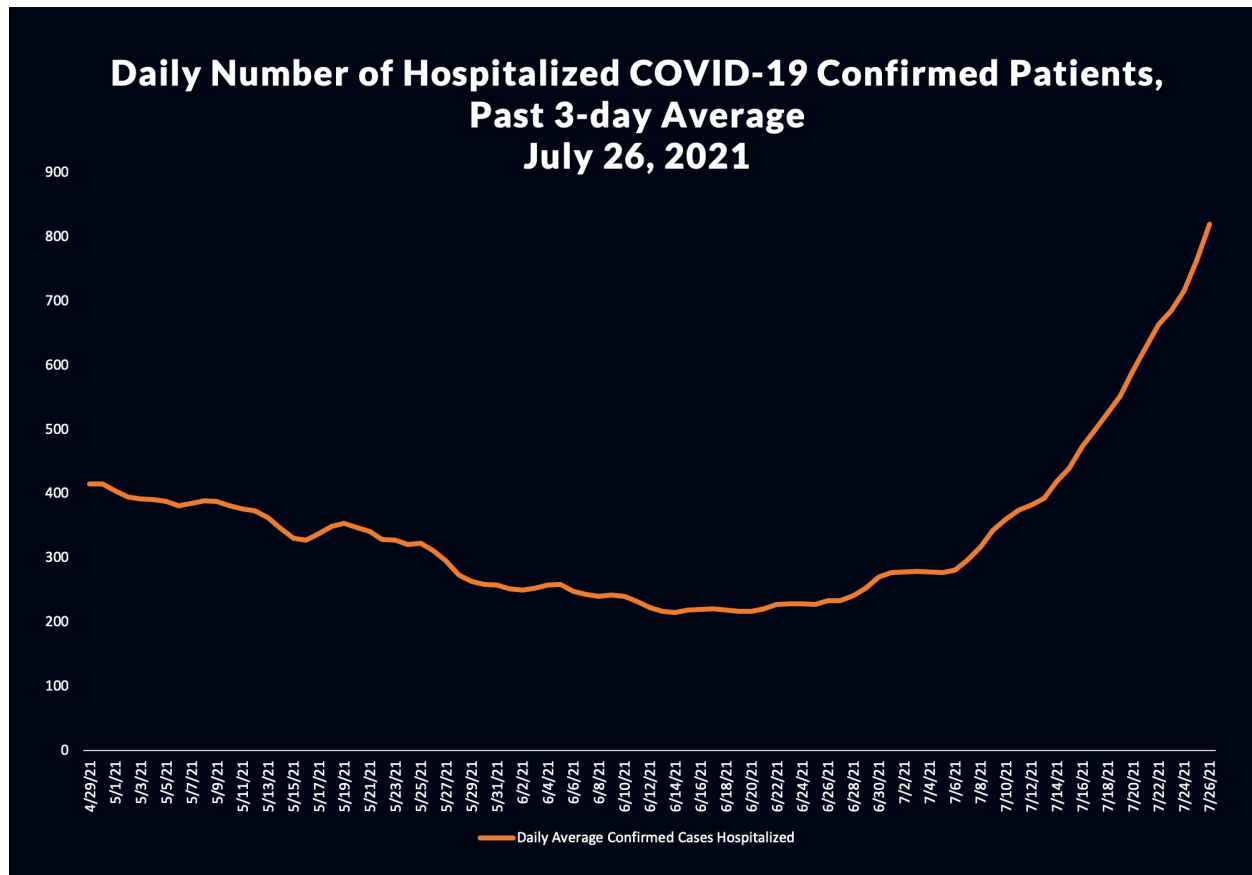
Graph 2: Daily Reported Percent Positive for COVID-19

7-Day Daily Average: 5.17%



Graph 3: Daily Number of COVID-19 Hospitalizations

Current Hospitalizations (7/28/21): 891





Los Angeles County

WHEN YOU NEED TO WEAR A MASK

Community transmission of COVID-19 has increased in LA County. The risk for COVID-19 exposure and infection will continue until more people are vaccinated. It is important for everyone* to help slow the spread of the virus by wearing masks indoors. When people wear a mask correctly, they protect others as well as themselves.

EVERYONE*, regardless of vaccination status, <u>must</u> wear a mask:
<ul style="list-style-type: none"> • In all indoor public settings, venues, gatherings, and public and private businesses in Los Angeles County • On planes, trains, buses, ferries, taxis and ride-shares, and all other forms of public transport • In transportation hubs like airports, bus terminals, train stations, marinas, seaports or other ports, subway stations, or any other area that provides transportation. • Healthcare settings (including long-term care facilities) • State and local correctional facilities and detention centers • Shelters and cooling centers • Indoors at any youth-serving facility (such as K-12 schools, childcare, day camps, etc.) • In any outdoor location where it is the policy of the business or venue
Recommendations
<ul style="list-style-type: none"> • It is strongly recommended that you wear a mask at private indoor social gatherings with people outside your household unless everyone at the gathering is fully vaccinated. • It is <i>strongly recommended</i> that you wear a mask at large outdoor ticketed events when you are not in your seat. For example, while in line to enter, exit, use the bathroom, or buy food or drinks. • If you are not fully vaccinated, it is strongly recommended that you wear a mask in crowded outdoor settings. • If you are in a setting where you are in sustained close contact with other people who may not be fully vaccinated, consider wearing a higher level of protection, such as wearing two masks (double masking) or a respirator (e.g., N95 or KN95). This is especially important if you are not fully vaccinated and are in an indoor or crowded outdoor setting.

Note: You are allowed to take off your mask while you are:

- Actively eating or drinking as long as you are sitting or standing in a specific place such as a table or counter.
- Alone in a separate room or office.
- Showering or swimming.
- Performing or receiving personal hygiene or personal care services (like a facial or shave) that cannot be done without removing your mask.

***There are some people who should not wear a mask**, such as children younger than 2, people with certain medical conditions or disabilities, and people instructed by their medical provider not to wear a mask. Children ages 2 to 8 should wear a mask only when under adult supervision. See [Who should not wear a mask](#) and [Special considerations for persons with communication difficulties or certain disabilities](#) for details and information on alternative types of face coverings.

***In the workplace**, workers must follow the most protective mask requirements as stated by Cal/OSHA and the County Health Officer Order. Certain employees may be exempt from wearing a mask in specific situations provided alternative safety measures are in place. See the [Health Officer Order](#) and [Best Practices for Businesses](#) webpage for more details.

To learn more about mask wearing, visit <http://ph.lacounty.gov/masks>.



COVID-19 VACCINES - FREQUENTLY ASKED QUESTIONS

Updated 7/8/21: This FAQ provides information on the three COVID-19 vaccines that are authorized in the US. These vaccines are made by Moderna, Pfizer, and Janssen/Johnson & Johnson (J&J).

Why is it important to get vaccinated?

COVID-19 vaccination is important because it is the best way to prevent COVID-19. The vaccines are extremely good at preventing people from getting sick from COVID-19 and ending up in the hospital or dying. They also reduce the risk of becoming chronically ill from COVID-19 and from missing work and school.

When we get vaccinated, we aren't just protecting ourselves, but also our family, friends, and neighbors. This includes children under 12 who can't be vaccinated yet and people with very weak immune systems for whom the vaccine is less effective.

The more people get vaccinated the less likely it is that COVID-19 will spread or that new variants of the virus will take hold. Even people who have had COVID-19 should get vaccinated because their natural immunity may not last long enough or be strong enough, and they could get infected again.

You can do your part to help stop the pandemic by getting vaccinated.

How well do the vaccines work?

The vaccines work extremely well. All 3 vaccines greatly reduce the risk of getting sick from COVID-19 and are highly effective at preventing severe illness, hospitalization, and death.

You are not considered to be fully vaccinated until 2 weeks after getting a J&J vaccine or 2 weeks after a second dose of the Pfizer or Moderna vaccine. This is because it takes time for your body to build immunity to COVID-19 after you are vaccinated. It is possible to get infected while the vaccine is taking effect, so it is important that you continue to protect yourself against COVID-19 for the full 2 weeks.

Once you are fully vaccinated, there is still a small risk that you could get infected. This is called breakthrough infection and while rare, it is to be expected because no vaccine is perfect. When vaccinated people do get infected, they don't usually get as sick as unvaccinated people and the symptoms don't last as long. Sometimes they have no symptoms at all. If a vaccinated person does get COVID-19, they are less likely to spread the virus to others.

GETTING THE VACCINE

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

No. If you have insurance, your doctor or pharmacy may charge your insurance company a fee for giving the vaccine. People without health insurance can also get COVID-19 vaccines at no cost. There are no out-of-pocket payments for anyone.

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

No. COVID-19 vaccine is being given at no cost regardless of immigration status. You will not be asked about your immigration status when you get a COVID vaccine. Your medical information is private and getting a COVID-19 vaccine does not affect your immigration status. You do not need a government-



issued ID or a letter from your employer to get a vaccine. For questions about immigration, visit the Office of Immigrant Affairs webpage oia.lacounty.gov or call 800-593-8222.

How can I get vaccinated?

Vaccines are available at hundreds of locations throughout LA County including clinics, pharmacies, worksites, schools, places of worship, senior housing developments and long-term care facilities. There are also community vaccination sites and mobile or pop-up sites in places like metro stations and parks. In-home vaccination is available for people who are homebound. Many locations do not require an appointment.

Visit VaccinateLACounty.com and click on “[How to Get Vaccinated](#)” to find a location or [request](#) an in-home vaccination. If you need help, you can call the **DPH Vaccine Call Center** at **833-540-0473**, 7 days a week from 8am to 8:30pm. They can arrange in-home vaccination, free transportation to a vaccination site, or help with paratransit and other services for people with disabilities. Information is also available in multiple languages 24/7 by calling 2-1-1.

I just moved to LA County and my 2nd dose of vaccine is due. Where can I get it?

Visit VaccinateLACounty.com (see instructions above) and click on the filter to find a location that offers the same type of vaccine that you got for your first dose. Be sure to bring your CDC vaccination card to your 2nd dose appointment.

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

- The J&J/Janssen vaccine is given as a single dose.
- The Pfizer vaccine is given as 2 doses 21 days apart.
- The Moderna vaccine is given as 2 doses given 28 days apart.

If you are late getting the second dose of a 2-dose series, you do not need to start over. It is important to get the same kind of vaccine for both doses.

With all 3 vaccines, you are not considered to be [fully vaccinated](#) until 2 weeks after your last vaccine.

When am I considered to be fully vaccinated?

You are considered [fully vaccinated](#) against COVID-19 two weeks after:

- You got a single dose of Johnson & Johnson (J&J)/Janssen COVID-19 vaccine, or
- You got a second dose of a Pfizer or Moderna COVID-19 vaccine, or
- You finished the series of a COVID-19 vaccine that has been listed for emergency use by the World Health Organization.

Keep taking all [prevention steps](#) until you are fully vaccinated.

We don't know yet how long the protection from the vaccine will last. This means we don't know if you will need to get a booster dose in the future.



Can I get sick leave when I go to get my vaccine or if I am unable to work afterwards?

Covered Employees in the public or private sectors who work for employers with more than 25 employees are entitled to up to 80 hours of COVID-19 related sick leave from January 1, 2021 through September 30, 2021. This includes attending a vaccine appointment or being unable to work or telework due to vaccine-related symptoms. For more information, see the 2021 COVID-19 Supplemental Paid Sick Leave [FAQs](#) and [poster](#).

Where can I get a copy of my vaccine record?

The CDC COVID-19 Vaccination Record Card (white card) is the official proof of vaccination. Everyone should be given one when they are vaccinated. **Please keep it safe as it cannot be replaced.** Consider taking a photo or making a photocopy of it.

Everyone who is vaccinated in California can request a digital COVID-19 Vaccination Record at myvaccinerecord.cdph.ca.gov. In addition, Healthvana offers digital records to residents of LA County who have received at least one dose of vaccine (regardless of where they were vaccinated) and anyone who has received at least one dose in LA County (regardless of where they live). The Healthvana record can be downloaded to a digital wallet (Apple Wallet for iPhones and Google Pay for Android devices). For more information, go to VaccinateLACounty.com and click on the [Vaccination Records](#) webpage.

ABOUT THE VACCINE

How do vaccines work?

Vaccines work by preparing your body's natural defenses to recognize and fight off germs that can make you sick.

- Some vaccines have dead or weakened versions of the germ.
- Others have substances made to look like part of the germ.
- The COVID-19 vaccines teach the body to make proteins that look like part of the virus that causes COVID-19. They do not have any form of the COVID-19 virus, live, weakened or dead. (See the question "How do the COVID-19 vaccines work?" for more information).

When you get any vaccine, your immune system responds by:

- Making antibodies. These are proteins produced naturally by the immune system to fight disease.
- Preparing your immune cells to respond to future infection.
- Remembering 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.**

How do the COVID-19 vaccines work?

All 3 COVID-19 vaccines work by teaching our immune cells how to make copycat spike proteins (the crown-like spikes on the surface of the COVID-19 virus). Making the spike protein does not harm our cells.

- Our immune system sees the spike protein and knows that it doesn'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.

The COVID-19 vaccines differ in how they teach our cells to make the spike protein

- The vaccines made by Pfizer and Moderna are called mRNA vaccines. Messenger RNA (mRNA) is genetic material that tells our bodies how to make proteins. The mRNA in the vaccine is wrapped in oily bubbles (known as lipid nanoparticles). When the mRNA enters our cells, it teaches them how to make copies of the spike protein.
- The vaccine made by J&J/Janssen is called a viral vector vaccine. The vector (or vehicle) uses a harmless virus to carry the genetic material to our cells. Our cells read the genetic material and make mRNA, and this mRNA teaches our cells to make the spike protein. The viral vector is a harmless version of a common cold virus. It can't replicate inside our cells or cause illness and it cannot change our DNA in any way.

You can learn more on the [Understanding How COVID-19 Vaccines Work](#) CDC website.

What is in the vaccines?

For a full list of ingredients, please see each vaccine's Fact Sheet for Recipients and Caregivers: [Pfizer-BioNTech COVID-19 vaccine](#), [Moderna COVID-19 vaccine](#), and [J&J/Janssen COVID-19 vaccine](#). The Pfizer and Moderna vaccines contain Polyethylene Glycol (PEG) and the J&J vaccine contains polysorbate. None of the vaccines contain eggs, gelatin, latex, or preservatives.

Do the COVID-19 vaccines contain aborted fetal cells?

No, none of COVID-19 vaccines authorized for use in the United States contain any fetal tissue or fetal cells.

- **Pfizer and Moderna** did not use any fetal cell lines to develop or produce their COVID-19 vaccines. But they did use a fetal cell line for laboratory testing before their vaccines were tested on people.
- **Johnson & Johnson** used a fetal cell line to develop and test their COVID-19 vaccine. They also use it for production. The COVID-19 vaccines themselves do not contain any fetal cells.

The fetal cell lines were made in laboratories from cells from 2 abortions conducted in 1973 and 1985. None of the fetal cells used came from a recent abortion or from an abortion done for the sole purpose of vaccine development or other research.

The Catholic Church has reviewed the use of fetal cells for this purpose and has stated that "it is morally acceptable to receive COVID-19 vaccines that have used cell lines from aborted fetuses in their research and production process." If this issue is of concern to you, we encourage you to review the document [COVID-19 Vaccine and Fetal Cell Lines](#) carefully so you can make an informed decision about getting vaccinated.



SAFETY AND SIDE-EFFECTS

Can you get COVID-19 from a vaccine?

No. You cannot get COVID-19 from the vaccine. None of the COVID-19 vaccines have the virus that causes COVID-19 in them.

If you get COVID-19 shortly after getting vaccinated, it is because you were infected by someone with COVID-19 around the time you were vaccinated. It can take up to 14 days for symptoms to show after you have been infected. So, if you get infected right before getting vaccinated, you might not get sick until after you get your vaccine.

It is also possible to get infected after you get vaccinated, because it takes time for your body to build immunity. And, even though the vaccines are very effective, no vaccine is 100% effective.

Sometimes people get a fever or feel tired for a day or two after getting a vaccine. These vaccine side effects are normal and are a sign that the body is building immunity. They should go away in a few days.

Does the vaccine cause infertility?

There is no biological reason, evidence, or real-life experience to show that any vaccines, including COVID-19 vaccines, cause fertility problems. In fact, some women who were vaccinated as part of the COVID-19 vaccine clinical trials and many people who were vaccinated since the trials have become pregnant. To learn more, read the Public Health COVID-19 vaccine information sheet [Fact Check: COVID-19 Vaccines do not cause infertility](#). The vaccines do not change a person's DNA and there is no evidence they affect adolescent development.

Can the COVID-19 vaccine affect my periods?

Some women have reported a change in their period after getting the vaccine, including heavier flow and painful cramps. We don't yet know if these changes are due to the vaccine - menstrual changes were not reported from the vaccine trials and no study results are available on this issue yet. It is important to remember, many things can cause a change to menstrual cycles such as stress, and changes in sleep, diet, exercise, and some medicines. Irregular periods are very common among teens and may have no specific cause at all. If you have concerns about your period or your child's periods, talk to a doctor.

What are common side effects of the COVID-19 vaccines?

After getting a COVID-19 vaccine, you may have side effects like the ones you get after a flu or shingles vaccine. For two-dose vaccines, side effects are more common after the second dose. These side effects may limit your ability to do daily activities, but they should go away within a day or two. Not everyone gets side effects. They may include:

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

Side effects are normal and a sign that the vaccine is working. It shows that your body is learning to fight the virus and is building immunity. Not everyone gets side effects. It is important to get the second dose



even if you get side effects after the first dose unless a vaccination provider or your doctor tells you not to.

Contact your doctor if you have:

- Vaccine side effects that last more than 2 days
- New symptoms that start more than 2 days after you get the vaccine
- Cough, shortness of breath, runny nose, sore throat, or new loss of taste or smell (as these are not vaccine side effects)
- Symptoms that get worse or worry you.

Are there any serious side effects?

As with any medicine, it is possible to have an allergic reaction to the vaccine. This is why everyone is observed for a short time after getting a COVID-19 vaccine.

There is a rare but serious risk of a condition involving blood clots and low platelets after receiving the Johnson & Johnson COVID-19 Vaccine. This has only happened in about 9 per 1 million women aged 18 to 49 years who got the vaccine. For women aged 50 and older and men of any age, this condition is even more rare.

If you get the J&J vaccine, watch for possible symptoms for 3 weeks after getting vaccinated. These include:

- Severe or constant headaches
- Blurred vision
- Shortness of breath
- Chest pain
- Leg swelling
- Stomach pain that will not go away
- Easy bruising or tiny blood spots under the skin beyond the site of the injection

There have also been reports of inflammation of the heart muscle (myocarditis) or outer lining of the heart (pericarditis) in people who received the Pfizer and Moderna vaccines. These reports are rare, given the number of vaccine doses administered. Most of the cases were in male adolescents and young adults and most occurred days after the second dose of the vaccine. If you get any of the following symptoms after receiving the vaccine, seek medical help right away:

- Chest pain
- Shortness of breath
- Feelings of having a fast beating, fluttering, or pounding heart.

Most patients with myocarditis and pericarditis who received care improved with medicine and rest and felt better quickly. Those who experience these conditions can usually return to their normal daily activities after their symptoms improve, although they should speak with their doctor before returning to exercise or sports. Myocarditis and pericarditis are more common in people who get COVID-19, and the risks to the heart from COVID-19 infection can be more severe. For more information, visit the CDC webpage [Myocarditis and Pericarditis Following mRNA COVID-19 Vaccination](#).



The CDC continues to recommend [COVID-19 vaccination](#) for everyone 12 years of age and older, because the benefits outweigh the risks.

Are the COVID-19 vaccines likely to have any long term side effects?

Long term side effects following any vaccination are extremely rare. Vaccine monitoring has historically shown that if any side effects are going to happen, they generally start within six weeks of getting a vaccine dose. For this reason, the Food and Drug Administration (FDA) required each of the authorized COVID-19 vaccines to be studied for at least eight weeks after the final dose during clinical trials. And, the CDC continues to closely monitor COVID-19 vaccines after they are authorized by the FDA. This is how we quickly learned of the rare blood clots with low platelets in a very small number of women who received the J&J vaccine (see above). If scientists find any connection between a safety issue and any vaccine, the FDA and the vaccine manufacturer work toward a solution to address the specific safety concern (for example, a problem with a specific batch, a manufacturing issue, or the vaccine itself).

If I get an adverse reaction (possible side effect) after I am vaccinated, how should I report it?

If you have an adverse event (possible side effect) after you are vaccinated, even if you aren't sure that the vaccine caused it, please report it to VAERS. The Vaccine Adverse Event Reporting System is an early warning system that the FDA and CDC use to detect possible safety problems. To make a report, call 1-800-822-7967 or visit <https://vaers.hhs.gov/reportevent.html>.

If you have signed up for [V-Safe](#), CDC's after vaccination health checker, you can also report your symptoms through the smart phone app.

Neither VAERS nor V-safe provide medical advice. If you have symptoms or health problems that concern you at any time following COVID-19 vaccination, please contact your healthcare provider or seek medical treatment.

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 (swab or spit test) that looks for current COVID-19 infection. You may test positive on some antibody (blood) tests. This is because the vaccines work by teaching your body to make antibodies.

See the public health testing webpage ph.lacounty.gov/covidtests to learn more about COVID-19 tests.

WHO CAN GET THE VACCINE?

If I have already had COVID-19, should I still get vaccinated?

Yes. You should still get vaccinated even if you already had COVID-19. We don't know yet how long you are protected after you have had COVID-19. Getting vaccinated will boost your immunity for better and longer protection against COVID-19, including more infectious variants of the virus.

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 or convalescent treatment, you should wait for 90 days before getting a



COVID-19 vaccine.

Can children get the COVID-19 vaccine?

Children age 12 and up can be vaccinated with the Pfizer vaccine. Vaccines are currently being studied in children under the age of 12, and a vaccine may become available to younger children in the late fall or winter.

Approximately a fifth of COVID-19 cases in the US are now in youth. Even though COVID-19 is often milder in children than adults, some children can get very sick or have lasting health problems from COVID-19. Getting your child vaccinated lowers their risk of getting infected with the virus that causes COVID-19. The vaccine will also protect against Multi-symptom Inflammatory Syndrome in Children (MIS-C) - a rare but serious condition in young people who have had COVID-19.

Children who get infected can spread the virus to others even if they don't feel sick. Getting vaccinated helps to protect friends and families, as well as the larger community. This includes protecting people with weak immune systems and children under 12, who can't be vaccinated yet.

Once your child is fully vaccinated, they will be protected when they visit with friends, play sports, travel to see family, and return to school. They won't need to quarantine if a friend, family member, teacher or teammate gets COVID-19.

For more information see [COVID-19 FAQs for Parents](#) on the [VaccinateLACounty.com](#) webpage.

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

Yes. People with weak immune systems are strongly urged to get vaccinated because they are at higher risk of getting COVID-19 and are more likely to become very sick if they do get infected.

The vaccines may not work as well for people with certain health conditions or who are taking medicine that [severely weaken their immune system](#) (for example, blood related cancers or certain treatments for cancer, organ transplants, and certain autoimmune conditions). These people are advised to talk to their doctor about the best time to be vaccinated, and once they are fully vaccinated, if they should continue to take extra-precautions to keep from getting infected.

Can people with allergies get a COVID-19 vaccine?

It depends.

- People who are allergic to things like oral medication, food (including eggs), latex, pets, or pollen, or people who have a family history of allergies, can be vaccinated.
- If you have had an allergic reaction to a vaccine or injectable therapy talk to your doctor to decide if it is safe to get vaccinated.
- If you are allergic to Polyethylene Glycol (PEG), you should not get the Pfizer or Moderna vaccine. Ask your doctor if you can get the J&J vaccine.
- If you are allergic to polysorbate, you should not get the J&J vaccine. Ask your doctor if you can get the Pfizer or Moderna vaccine.

There is a small risk of severe allergic reaction with any vaccine. This is why everyone is observed for a short time after getting a COVID-19 vaccine.



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

Can pregnant women get the vaccine?

Yes. The CDC, American College of Obstetricians and Gynecologists, and the Society for Maternal-Fetal Medicine all agree that COVID-19 vaccines should be offered to women who are pregnant and breastfeeding.

- While we are still learning about the impact of the COVID-19 vaccines on pregnancy, we do know that COVID-19 itself is a serious concern during pregnancy. Pregnant women who get COVID-19 are more likely to become severely ill and be hospitalized than women who are not pregnant. They are also more likely to get pregnancy complications like preterm birth compared to pregnant women who do not have COVID-19.
- Recent reports have shown that people who have received COVID-19 mRNA vaccines during pregnancy (mostly during their third trimester) have passed antibodies to their fetuses, which could help protect the babies after birth.
- There is limited data about the safety of COVID-19 vaccines during pregnancy. But, based on what we know about how these vaccines work, experts do not believe they pose any risk to mother or infant.
 - Pregnant women were not enrolled in the original vaccine studies, but animal studies did not show any safety concerns.
 - The same vector in the J&J/Janssen vaccine was used in pregnant women in other trials and found to be safe for both mother and infant.
 - Many pregnant women who have gotten the vaccine are being monitored and, so far, no safety concerns have been found for the women or their babies.

If you are pregnant and have questions about getting vaccinated, talk to your doctor.

Can women who are breastfeeding get the vaccine?

Yes. Women who are breastfeeding can get vaccinated. Lactating women were not included in the vaccine studies so there are no data on the safety of COVID-19 vaccines in these women or the effects of the vaccines on the breastfed infant or milk production. However, based on what we know about how these vaccines work, the vaccines are not thought to be a risk for the mother or baby. Recent reports have shown that breastfeeding women who have received COVID-19 mRNA vaccines have antibodies in their breastmilk, which could help protect their babies.

Can I get the COVID-19 vaccine at the same time as a different vaccine?

Yes. Adults and children age 12 and over can get a COVID-19 vaccine at the same time as other vaccines, such as measles and whooping cough. If your child gets a COVID-19 vaccine at a place that doesn't offer the other vaccines that they need, you can go to a different location to get them at any time. There is no need to wait between vaccines.



Can I get a routine medical procedure or screening test if I just had a COVID-19 vaccine?

Most routine medical procedures or screenings can be done before or after getting a COVID-19 vaccine.

Note: if you are due for a routine screening mammogram and have been recently vaccinated for COVID-19, ask your doctor how long you should wait before you get your mammogram. People who have received a COVID-19 vaccine may get swelling in the lymph nodes (called lymphadenopathy) in the underarm near where they got the shot. This swelling is a normal sign that the body is building protection against COVID-19. This temporary swelling could cause a false reading on a mammogram, so it is important to tell the staff about your vaccination. For more details, see the Society of Breast Imaging's [Recommendations for Women Receiving the COVID-19 Vaccine](#).

The COVID-19 vaccine can also affect the results of some kinds of screening tests for tuberculosis (TB), see the CDC webpage [COVID-19 Vaccination and Other Medical Procedures](#).

PROTECTING MYSELF AND OTHERS

What if I get symptoms of COVID-19 after I have been vaccinated?

Some of the side effects from getting a vaccine are similar to symptoms of COVID-19. You should get tested and stay home and away from others if you have:

- Cough, shortness of breath, runny nose, sore throat, or new loss of taste or smell – these symptoms are NOT side effects of the vaccine
- Vaccine side effects (see above) that last more than 2 days after getting the vaccine

It is still important to watch out for symptoms of COVID-19 even if you have been vaccinated, especially if you've been around someone who is sick.

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

Getting the vaccine is the best tool to stop this 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. Vaccines are especially important for preventing spread within households, where it can be difficult to stay apart if one or more family member had COVID-19 or needs to quarantine.

If I am vaccinated and am exposed to someone who has COVID-19, do I need to quarantine?

If you do not have symptoms and you are [fully vaccinated](#) you do not need to quarantine or get tested (unless you live in a group setting like a correctional or detention facility or group home). But you must monitor your health for symptoms of COVID-19 for 14 days and continue to protect yourself and others. For more information see the DPH webpage [When You've Been Fully Vaccinated](#).

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, they are taking 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.



Scammers are targeting local residents with new, vaccine-related schemes. Beware!

If someone offers to sell you an appointment to be vaccinated, it's a scam.

- While vaccine supplies are limited, vaccine is being offered to groups of people at different times. Visit [VaccinateLACounty.com](https://vaccinate.lacounty.gov) to see which group you are in, and when you will be offered vaccine.
- If you are in a group that is currently being offered vaccine, talk to your doctor or visit [VaccinateLACounty.com](https://vaccinate.lacounty.gov) to make an appointment. Individuals who do not have internet access or who need help can call 1-833-540-0473 between 8am-8:30pm for assistance making an appointment.
- **There is no "vaccine waiting list" and you cannot pay to get an appointment.**

If someone offers to sell you a vaccine, get you a special, low cost deal, or get you the vaccine under the table, it's a scam.

COVID-19 vaccine is given at no cost and *regardless of immigration status*.

- 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 paid 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.

If you receive an offer to buy a vaccine and have it sent to you directly, it's a scam.

- There are no "secret" sources of a vaccine that can be purchased. If anything is sent, it will not be an authentic.

Scammers are everywhere.

Scammers work online, on social media, or on the street. They may call, text, message, or email you. They may even approach you on the street or knock on your door offering a vaccine or an appointment to get vaccinated.

Look out for these RED FLAGS or warning signs that something might be a scam.

- You are contacted and asked to respond straight away with your personal or financial information. This might be your Social Security, bank account or credit card number, Medi-Cal or Medicare details. NEVER share these or other personal information.
- You receive an offer to buy a vaccine, and have it mailed to you. There are no "secret" sources of a vaccine that can be purchased. If anything is sent, it will not be the real vaccine.
- 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.

COVID-19 Vaccine Scams

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. Visit [VaccinateLACounty.com](https://vaccinateLACounty.com) or check with your doctor.
Don't let the scammers win!

Get Help

- **Find a doctor:** call 2-1-1 the LA County information line or visit the [211LA website](https://211LA.org).
- **Find resources like food, medicines, and other essential supplies:** call 2-1-1 or visit the [211LA website](https://211LA.org), or the Public Health [resource webpage](https://ph.lacounty.gov).
- **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

COVID-19 Vaccine

- Visit [VaccinateLACounty.com](https://vaccinateLACounty.com) and sign-up for the COVID-19 Vaccine Email Newsletter

COVID-19

- 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 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](https://consumeralerts.org)
- Visit the Los Angeles County [Office of Immigrant Affairs COVID-19](https://oia.lacounty.gov/covid-19) webpage
- Sign up for the American Association of Retired Persons (AARP) [Fraud Alerts Watch](https://fraudalerts.aarp.org)
- Sign up to receive the Federal Trade Commission's [consumer alerts](https://consumeralerts.org)

COVID-19 Variants

What are variants?

Like all viruses, SARS-CoV-2, the virus that causes COVID-19, constantly changes through mutation. These mutations add up and create slightly different versions of the virus, called “variants”. Sometimes, a mutation will result in the virus spreading more easily, making people sicker or making it resistant to treatment or vaccines. Variants with these types of mutations are called variants of concern. Scientists continue to study and track these variants as they evolve.

Which variants have been found in the United States?

The CDC is tracking a number of variants of concern in the United States. These include:

Variant name:	First detected:	First found in the US:
Alpha (B.1.1.7)	United Kingdom	December 2020
Beta (B.1.351)	South Africa	January 2021
Gamma (P.1)	In travelers from Brazil	January 2021
Delta (B.1.617.2)	India	March 2021

Visit the CDC [Variants of the Virus that Causes COVID-19](#) page for more information.

Are these new variants more dangerous?

It depends. These variants are a serious threat to adults who are not fully vaccinated¹, especially those who are at [higher risk of severe COVID-19 disease](#). The Delta variant is concerning because it seems to be spreading much more easily than the original virus and other variants. It may also cause more severe infections, including those that lead to hospitalization. The Delta variant is becoming more common in the US, including in Los Angeles County. Everyone should focus on slowing its spread until we better understand how the Delta variant is spreading and who it is infecting.

Do COVID-19 vaccines protect against variants, including the Delta variant?

It appears so. The CDC and other experts continue to study how well the vaccines work to protect people from COVID-19 in real-world conditions. So far, the CDC has found that all 3 vaccines authorized for use in the US are highly effective, even against the Delta variant, at preventing serious illness and death. But there is evidence that those who have not completed their Pfizer or Moderna COVID-19 vaccine series (i.e., they only got the first dose) are not as well-protected from COVID-19 variants. The CDC says there is currently no information to suggest that a second dose is needed for those who got the Johnson & Johnson vaccine, even with the Delta variant, but they will continue to monitor this.

¹ You are fully vaccinated against COVID-19 when 2 weeks have passed since your second dose of the two-dose Pfizer or Moderna COVID-19 vaccine or the single dose of Johnson & Johnson COVID-19 vaccine, a one-dose vaccine.

Variant FAQs

COVID-19 Variants

How do I protect myself against variants?

- **Get vaccinated** if you are 12 years of age or older (see below). The three COVID-19 vaccines authorized for use in the US offer the best protection against the variants currently spreading here. If you have concerns or questions about COVID-19 vaccines, talk with your doctor. If you are already vaccinated, encourage your family, friends, and neighbors to get vaccinated. Vaccination will slow the spread of variants and decrease the chances that new, even more dangerous variants emerge.
- **Wear a mask.** Masks remain a powerful tool to protect yourself and others. Make sure you wear a well-fitting mask that covers both your mouth and nose when required in public settings. If you are not fully vaccinated, consider wearing a higher level of protection, such as two masks ([double masking](#)) or a respirator (e.g., N95 or KN95) when you are in close contact with other people who may not be fully vaccinated. This is especially important if you are indoors or in a crowded outdoor setting. Until we know more about the Delta variant, it is strongly recommended that fully vaccinated persons also wear masks indoors in public places to help slow the virus spread. Learn more about masks at ph.lacounty.gov/masks.
- **Wash your hands and/or use hand sanitizer often** - especially after being in public spaces where surfaces are touched by many people.

How do I get a COVID-19 vaccine?

Vaccines are available across LA County and free to everyone, regardless of immigration status. Many vaccination sites take walk-ins, or you can choose to make an appointment.

- Visit www.VaccinateLACounty.com to find a location near you.
- Call **1-833-540-0473** if you need help making an appointment, need transportation to a vaccination site, or are homebound. Phone lines are open from 8am to 8:30pm 7 days a week. Information is also available in many languages 24/7 by calling 2-1-1.

Coping with Stress During Infectious Disease Outbreaks that require social distancing

The Department of Mental Health supports the wellbeing of our County family, friends and colleagues. When you hear, read, or watch news about an outbreak of an infectious disease, you may feel anxious and show signs of stress. These signs of stress are normal. During an infectious disease outbreak, care for your own physical and mental health and reach out in kindness to those affected by the situation.

WHAT YOU CAN DO TO HELP COPE WITH EMOTIONAL DISTRESS

1. Manage Your Stress

- Stay informed. Refer to credible sources for updates on the local situation.
- Stay focused on your personal strengths.
- Maintain a routine.
- Make time to relax and rest.

2. Be Informed and Inform Your Family

- Become familiar with local medical and mental health resources in your community.
- Avoid sharing unconfirmed news about the infectious disease to avoid creating unnecessary fear and panic.
- Give honest age-appropriate information to children and remember to stay calm; children often feel what you feel.

3. Connect with Your Community online or through the phone

- Keep contact with family and friends through social messaging or through phone calls
- Join community and/or faith group online chat groups
- Accept help from family, friends, co-workers and clergy.
- Reach out to neighbors and friends with special needs who may need your help.

4. Reach Out and Help while maintaining necessary social distancing guidelines

- If you know someone affected by the outbreak, call them to see how they are doing, and remember to keep their confidentiality.
- Consider an act of kindness for those who have been asked to practice social distancing, such as having a meal delivered

5. Be Sensitive

- Avoid blaming anyone or assuming someone has the disease because of the way they look or where they or their families come from.
- An infectious disease is not connected to any racial or ethnic group; speak up in kindness when you hear false rumors or negative stereotypes that foster racism and xenophobia.

Consider seeking professional help if you or a loved one is having difficulty coping.



Be Proactive!

1. Stay informed with information from credible sources.
2. Stay connected with friends, family, and community groups.
3. Keep a positive attitude and outlook.

Resources

Los Angeles County
Department of Mental Health
Access Center 24/7 Helpline
(800) 854-7771
(562) 651-2549 TDD/TTY
<https://dmh.lacounty.gov>

Los Angeles County
Department of Public Health:
<http://publichealth.lacounty.gov/media/Coronavirus/>
or call 2-1-1 for more information

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: August 2, 2021

Subject: Presentation, Update, and Discussion Regarding Current Metropolitan Water District Activities from the City's Metropolitan Water District Representative

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a presentation and update from the City's representative on the Metropolitan Water District (MWD) Board of Directors related to current MWD Board activities; and
- b. Provide related direction, as appropriate.

BACKGROUND:

1. On March 1, 2021, the City Council adopted Resolution No. 8058 appointing Adan Ortega to serve as the City's representative and liaison to the MWD Board of Directors.
2. On March 9, 2021, Mr. Ortega was sworn in as the City's representative by MWD.

ANALYSIS:

The City's MWD representative will provide updates regarding recent MWD policies and activities, including, but not limited to:

- New MWD General Manager.
- MWD Water Conservation Programs and Outreach Efforts.
- MWD Policy Updates.
- MWD Rate Study.
- Community Water System Alliance.
- Other water policy related information.

Consideration to Adopt a Resolution Appointing Adan Ortega to the Metropolitan Water District's Board of Directors and Approve Use of the City Seal and City Logo for Display as the City of San Fernando's Board Representative and Liaison

Page 2 of 2

BUDGET IMPACT:

There is no budget impact associated with receiving the presentation and update from the City's MWD Board representative. Any budget impact related to City Council direction, if provided, will be identified at a future City Council meeting.

CONCLUSION:

Staff recommends that the City Council receive and file the presentation from the City's MWD Board representative and provide direction, as appropriate.

ATTACHMENT:

A. Monthly MWD Director Reports



Metropolitan Water District of Southern California Highlights Report April 2021

By San Fernando Representative: Director Adán Ortega

TO: Mayor Sylvia Ballin, Vice Mayor Mendoza, Members of the City Council and Executive Staff:

I would like to report activities of the Metropolitan Water District (MWD) of Southern California after our committee and board meetings on April 12th, 13th, 14th, 15th and 16th. As well as some highlights of what's ahead.

Independent Review of Workplace Harassment and EEO Complaints

The MWD Legal and Claims Committee heard a report partially in public session, from the District's Legal Counsel, about potential legal issues stemming from a pro-management petition that coincided with an independent review of the management of sexual harassment cases. The microsite included a pro-management petition that according to the Ethics Officer was circulated by at least four members of management in March – in the middle of a schedule of employee interviews related to the independent review. During the public session, legal counsel focused on free speech factors related to the petition, obfuscating* the implications for the independent review. This is the second time that the board at the request of board members, including myself, has not been briefed about the extent to which management actions have, or have not, compromised the integrity of the independent review and associated legal implications. The first occurred in March when the board failed to gather a 2/3 majority to place a special item on that month's agenda for such a discussion about the pro-management petition.

General Manager Recruitment Effort

Interviews for the position of General Manager were completed in closed sessions of the Executive Committee on April 14, 15, and 16. However, a non-confidential memo by the Human Resources Manager on the procedures being followed in the interview process has spurred observations that the rules have not been consistent between the interview phases. On Friday, April 16th, the Executive Committee held a final round of interviews. In a departure from normal committee practices, Board members who are not on the Executive Committee were allowed to witness the interviews, but not allowed to address the members of the committee or the candidates. Thus, during the public comment period on April 16th, I asked the Executive Committee to inform the board about the rules they followed in the interview process. As of the date of this report, the Executive Committee's report of their procedures or list of final candidates has not been forwarded to the board. I am growing increasingly concerned that the secrecy of the Executive Committee's process may be impacting public perception of transparency.

Awarded Billing Software Contract 100% Above Next Lowest Bid

I voted against a staff recommendation to award a \$2.43 million contract for the development of a customized member agency billing software program. The next lowest bid was for \$1 million, because it would have entailed modification of an existing platform used by many public entities around the world. Staff would not confirm that the customized software package would result in a higher quality final product worth \$1million more; or, that the losing bidder had grossly under-bid the project.

* Obfuscation - the action of making something obscure, unclear, or unintelligible. i.e. "when confronted with sharp questions they resort to obfuscation"
– Definitions from Oxford Languages

Drought Non-Declaration

A common theme in recent media reports about drought in California, is that Southern Californians need not worry because of our ample supplies in storage at reservoirs and aquifers. While it is right for Metropolitan to take a victory lap for having prepared through storage of purchased supplies, a true opportunity is being missed to double down on conservation. About half of Metropolitan's stored supplies are attributed to reduced consumer demand. Just imagine the resiliency we could accomplish if we praised Southern Californians for conserving the water making this possible, while urging that we seek more water savings that could result in our ability to cope with drought for as many years as it takes to get more rain and snow.

Keeping Wounds Festering

Most who follow MWD know of the decades-long litigation over rates with the San Diego County Water Authority (the "Authority"). The Authority ultimately convinced the court that rate sur-charges for demand management programs were unfairly assessed on the conveyance of water that MWD facilitates for the bulk purchases of water that the Authority makes from the Imperial Irrigation District. The feud created hard feelings among key players in the MWD family and from time to time actions are taken that keep the wounds festering. In Fall of 2020, for example, there was an effort to thwart MWD's award of two water recycling project grants for San Diego agencies that had followed the required procedures. To hold up the San Diego projects, rival MWD member agencies cited the need to determine funding sources for future local projects – although the MWD Board was already scheduled to do so in 2021-22. Recently, MWD's

Comments or Questions -

If you have any questions or would like to share your perspective, please do not hesitate to call me at (714) 784-0001

* Obfuscation - the action of making something obscure, unclear, or unintelligible. i.e. "when confronted with sharp questions they resort to obfuscation"
– Definitions from Oxford Languages



Metropolitan Water District of Southern California Highlights Report May 2021

By San Fernando Representative: Director Adán Ortega

TO: Mayor Sylvia Ballin, Vice Mayor Mendoza, Members of the City Council and Executive Staff:

I would like to report activities of the Metropolitan Water District (MWD) of Southern California after our committee and board meetings during the month of May 2021.

General Manager Hiring Process

On May 8th, Chairwoman Gloria Gray announced at the conclusion of almost 11 hours of deliberations, that the Board of Directors had decided on hiring one of the candidates interviewed as General Manager. The board interviewed candidates on May 7th and 8th with about a dozen directors meeting in person at a downtown LA Hotel with most Board Members participating via Zoom for over 20 hours in total. For some puzzling reasons ascribed to the Brown Act and closed session rules, Board Members are barred from disclosing the name of the successful candidate. Most public agencies make the names of successful executive candidates public prior to consideration of their contracts. However, a Los Angeles Times [article](#) published on May 26th and 30th (in print) disclosed that despite the expressed will of the majority of the board for the winner, other members of the board were lobbying colleagues to change the outcome when the contract comes up for consideration on June 8th. Ironically and oddly, because of the Times story, letters are pouring in praising the Board's selection of the winning candidate for General Manager. I have been publicly noting the inconsistent application the rules in the General Manager selection process as applied to the candidates and board members, and asked for a post-review of the process in the coming months.

Local Resources Projects

The Board took several separate actions to approve local resources projects submitted by member agencies. First, the board approved the city of Santa Monica's Local Resources Program for the Santa Monica Sustainable Water Supply Project for up to 2,300 AFY of advanced treated recycled water. Secondly, the Board authorized the General Manager to approve changes to the start-of-operation timing for four Local Resources Program projects that were delayed because of the COVID-19 shut-down circumstances. Finally, the Board also approved an agreement with the Municipal Water District of Orange County and Santa Margarita Water District for the Las Flores Recycled Water Expansion Project. In 2020 objections were raised for funding similar projects in San Diego because the board had not yet began its rate refinement process and determined how to collect funds to subsidize such programs after 2022. With the rate refinement process currently underway and likely to conclude before the Fall, those concerns seemed to have been allayed.

(Continued on next page)

Urban Water Management Plan

The Board adopted the 2020 UWMP for submittal to the State of California in order to comply with the Urban Water Management Planning Act. UWMP's have to be completed and submitted to the state every 5 years. Metropolitan's UWMP is a foundational document for our member agencies which use its statement of water supply availability to incorporate and aggregate with local water supply sources such as groundwater. According to a published summary: "Metropolitan's plan details on how it will reduce reliance on the Sacramento-San Joaquin Bay Delta, in accordance with the Delta Plan. Metropolitan's reliance on the Delta is expected to decrease by 301,000 acre-feet in 2025 and by 314,000 acre-feet in 2045, as compared to a 2010 baseline."

The Drought - Commentary (These opinions are my own)

It is perhaps emblematic that this topic is last in this report. But it is only so because of the previous topics where demand management has indeed become a way of life in Southern California. On average, in the years since the last drought ended in 2016, Metropolitan's customers have kept water use below pre-drought levels, even if less are taking advantage of turf replacement and other rebates. Until 2021, this in part has allowed more ample deliveries of water from Northern California and the Colorado River through Metropolitan to fill storage reservoirs and groundwater basins preparing us well for the current drought. Now that our deliveries of water from Northern California have been curtailed in 2021, Metropolitan has prudently allocated funds to buy available supplies from rice farmers North of the Sacramento/San Joaquin Bay-Delta if and when such supplies come into the market, providing a bigger buffer.

The question facing water suppliers in Southern California during this drought is: "How much less water can we expect Southern Californians to use for homes and businesses." AB1434 (Friedman) is proposing that we re-set our water use reduction goals from 50 gallons per person per day to 40 gallons by 2030. Given that we can face this question in Southern California with a sense of thoughtfulness instead of panic, we should take stock of the following:

Where have we made most progress in reducing water use? Evidence suggests that we have done so with indoor conservation, and made great headway in reducing outdoor water use although more can be done.

Where have we made least progress in reducing water use? Metropolitan has long advanced a Commercial Institutional and Industrial conservation program. Indications are that least progress has occurred within the institutional sector where schools and many governmental facilities have not had the budgets to replace old infrastructure to reduce water waste on their facilities as well as leaky pipes beneath their streets. Another potential area of unaddressed savings is in reducing evaporation (more on that in future reports).

What attitudes must change to attain more water use savings? Metropolitan spent \$300 million to subsidize lawn replacements during the last drought. It was rationalized as an incentive to change social attitudes about lawns in preference for California Friendly drought tolerant landscapes. Yet, some would argue that the wealthier communities that have higher rates of outdoor irrigation waste can afford to replace their lawns on their own.

When the idea of fixing leaky old pipelines is raised, the traditional response is that communities should already be maintaining their systems. The reality is that for generations many communities have creatively siphoned revenue from water sales to fund other governmental priorities. The people governing many communities today have been left to deal with costly neglect of water infrastructure also resulting in water waste given decisions made generations before. This is especially a hardship for smaller, older and poorer communities in the region. Can we adopt a more constructive attitude about how our local infrastructure has degraded and incentivize it's replacement (just as we are giving wealthier communities funds to replace lawns)?

Comments or Questions -

If you have any questions or would like to share your perspective, please do not hesitate to call me at (714) 784-0001



Metropolitan Water District of Southern California Highlights Report

June 2021

By San Fernando Representative: Director Adán Ortega

TO: Mayor Sylvia Ballin, Vice Mayor Mendoza, Members of the City Council and Executive Staff:

I would like to report activities of the Metropolitan Water District (MWD) of Southern California after our committee and board meetings during the month of June 2021.

Board Approves Contract for New General Manager

After a monthlong effort by the Municipal Water District of Orange County (MWDOC) and others to derail the MWD Board's May 8th close vote to hire Adel Hagekhalil, the Board approved his contract with the same 50.42 percent margin on June 8th. Most of the remaining directors including Chairwoman Gray abstained with one director voting "no." I felt compelled to denounce efforts I discovered by MWDOC to smear Mr. Hagekhalil that have been discredited. If you wish to read well written articles about the acrimony leading to Mr. Hagekhalil's selection, please [click here](#).

It is now time to introduce our new General Manager. Adel, as we call him, is my long-time friend and lives in Fullerton. Those of us who supported him did so not only because of his policy acumen, but because of his proven track record of improving workplace conditions and morale. As you know, this is of paramount importance to Metropolitan given recent serious allegations of systemic workplace harassment that is subject to an independent investigation through outside counsel. As Assistant GM of the City of LA's Bureau of Sanitation, Adel was charged with instituting reforms after the Bureau was rocked by a \$12 million legal settlement for incidents of harassment. He did such a great job that Mayor Eric Garcetti asked him to address and resolve similar issues at the City's Bureau of Street Services. Dozens of Adel's now former colleagues from the Bureaus of Sanitation and Street services provided public comments supporting him on June 8th. According to the search firm, the reforms and measures Adel instituted have been emulated by other large agencies. Adel also envisioned "One Water" at the national level, giving priority to the protection and responsible efficient use and reuse of our water resources. I hope that we can soon greet Adel in San Fernando given that he knows Mayor Ballin and other members of the City Council. The new General Manager officially begins his duties on July 6th. Adel has already begun extending a hand of good will to the abstaining Directors and I'm sure we are all wishing for his success.

Shaw Group Report on Workplace Harassment Due July 27

The Board authorized an additional \$150,000 to complete the Shaw Group's investigation and report on allegations of workplace harassment bringing the total cost to \$500,000. The Ethics Officer reported that the Shaw Group will be presenting their report and findings on July 27th during a special meeting of the Organization, Personnel and Technology Committee (OP&T).

More Local Resources Projects

The Board approved the Santa Margarita Water District's Las Flores Recycled Water Expansion Project for additional funding under MWD's Local Resources Program through the Municipal Water District of Orange County. The project may produce up to 209 acre-feet per year.

Comments or Questions - If you have any questions or would like to share your perspective, please do not hesitate to call me at (714) 784-0001.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: August 2, 2021

Subject: Consideration to Defer the Placement of Liens on Real Property for Non-Payment of Residential and Commercial Solid Waste Collection Services Billings until Fiscal Year 2022-2023

RECOMMENDATION:

It is recommended that the City Council defer the placement of liens on real property for non-payment of residential and commercial solid waste collection services billings until Fiscal Year (FY) 2022-2023 given the following conditions:

- a. At the beginning of FY 2022-2023, City agrees to issue liens going back to start of FY 2019-2020 to cover the three-year period of deferrals; and
- b. Republic Services agrees not to interrupt service for customers until three attempts are made via phone or mail, followed up by one more attempt through a site visit. After all four attempts are made, Republic Services will then interrupt service and remove the containers (only after 90 days past due).

BACKGROUND:

1. On May 16, 2016, the City Council adopted Ordinance No. 1655 (Attachment "A"), authorizing the placement of liens on real property for non-payment of residential solid waste collection billings. The City's ability to place delinquent sums on the tax roll is conditioned upon the local solid waste hauler's multiple attempts to collect on pending invoices by notifying customers first and then property managers (in those instances where the customer and the property owner are different). After following the process prescribed by Government Code Sections 5473, 5473a and related statutes, the City Council, by resolution, may approve the placement of certain delinquent sums on the tax roll by 2/3 vote.
2. Pursuant to City Council direction and by agreement with Republic Services, no delinquent accounts were placed on property tax rolls for non-payments during FY2019-2020 due to the COVID-19 Pandemic.

Consideration to Defer the Placement of Liens on Real Property for Non-Payment of Residential and Commercial Solid Waste Collection Services Billings until FY 2022-2023

Page 2 of 2

3. On July 19, 2021, the City Council continued this item to a future meeting to be determined.

ANALYSIS:

During the COVID-19 Pandemic, the City and Republic Services agreed not to place any delinquent accounts on tax rolls due to concerns over the impact of the economic downturn on the City's residents and business owners. The last time that delinquent accounts were placed on tax rolls was in June 2019. The total amount for delinquent accounts going back to 2019 is approximately \$170,000.

Staff met recently with representatives from Republic Services and indicated that the City would continue to defer placement of delinquent accounts from FY 2020-2021 on tax rolls for another year due to the continued COVID-19-related economic uncertainty. Republic Services indicated that they would be willing to defer the tax lien process until the start of FY 2022-2023, if the City would be willing at that time to place liens for non-payment of solid waste services billings going back to June 2019. Republic Services would still make multiple attempts to collect through phone, mail, and in-person site visits before suspension of any service.

BUDGET IMPACT:

There is no impact to the City's budget during FY 2021-2022. During FY 2022-2023, the City will incur administrative costs associated with the preparation of the annual report, complying with noticing requirements and payment of sums to the County of Los Angeles for their role in collecting delinquent sums on the tax roll. To offset these costs, the City's Ordinance authorizes a five percent (5%) administration fee to recover such costs, which will be deducted from sums actually collected on the tax roll before sums owed to the solid waste hauler, Republic Services, are remitted to the hauler by the City.

CONCLUSION:

It is recommended that the City Council defer the tax lien process on residential and commercial solid waste services accounts for an additional year until the start of FY 2022-2023.

ATTACHMENT:

A. Ordinance No. 1655

ORDINANCE NO. 1655

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 70
(SOLID WASTE AND RECYCLABLES COLLECTION
SERVICES) OF THE SAN FERNANDO MUNICIPAL CODE**

WHEREAS, pursuant to sections 5473 and 5473a of the California Health and Safety Code, municipalities may elect to have delinquent charges for trash service collected on the tax roll together with the general property tax paid by real property owners who are also residential trash service customers; and

WHEREAS, sections 5473 and 5473a of the California Health and Safety Code and related statutes set forth the procedures that must be followed by the City in order to collect delinquent solid waste fees and charges on the tax roll; and

WHEREAS, this ordinance is intended to establish procedures for the collection of such delinquent fees and charges in accordance with applicable law referenced above.

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

SECTION 1. The foregoing recitals are true and correct and made a part of this Ordinance.

SECTION 2. Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Container":

***Customer* means any person or entity maintaining a service account with a Collector for the performance of Solid Waste and Recyclables Collection Services authorized under this Chapter. The term Customer is inclusive of persons or entities who are not the Owners of the real property parcel or portion thereof to which the service account corresponds and which is receiving the benefit of the Solid Waste and Recyclables Collection Services provided by the Collector.**

SECTION 3. Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Multi-family residence":

***Owner* shall mean the person or other legal entity listed on the last equalized assessment roll for the County of Los Angeles as the owner of a lot or parcel of real property within the territorial boundaries of the City of San Fernando.**

SECTION 4. Section 70-32 (Billing and collection of fees) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby amended by the addition of the following sentence at the end of the paragraph that currently comprises Section 70-32:

“The foregoing notwithstanding, the City Council, in its sole and absolute discretion, reserves the right, but does not assume the obligation, to avail the City of the provisions and procedures of Health and Safety Code Sections 5473 and 5473a relating to the collection of delinquent solid waste service charges on the tax roll.”

SECTION 5. The current text of subsection (c) of Section 70-33 (Rates, billing and collection of fees for standard residential collection service) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby repealed and replaced with a new subsection (c) which shall state the following:

(c) *Collection of Delinquent Charges.*

- 1. Pursuant to, and to the extent authorized by, Health and Safety Code Sections 5473 and 5473a, the City may collect delinquent fees or charges for solid waste and recyclables collection services incurred by a Customer on the tax roll for collection by the Los Angeles County Assessor's Office.**
- 2. The Owner of any real property parcel or portion thereof located within the City of San Fernando and a Customer whose service account provides for the performance of solid waste and recyclables collection services at the subject real property parcel are jointly and severally liable for the payment of all fees and charges imposed by the Collector for the performance of such services. Owners and Customers shall also be liable for compliance with all provisions of this Chapter as relates to the subject real property parcel or portion thereof receiving solid waste and recyclables collection services.**
- 3. A solid waste and recyclables collection services bill lawfully issued by a Collector to a Customer shall be considered past due if not paid by a Customer within thirty (30) calendar days from the date payment is due or such longer grace period as may be authorized by written agreement between the Customer and the Collector. If such a bill becomes past due, the Collector shall be required to issue notice to the Customer that the bill is delinquent. If the bill is not paid in full within thirty (30) calendar days from the date the service bill is deemed past due, the Collector shall issue a second notice of delinquency to the Customer and shall also send a copy of the second notice of delinquency to the Owner, if different from the Customer. Each delinquency notice shall include the following information at a minimum:**
 - (i) A statement advising the customer that the service bill is past due;**
 - (ii) Information as to the service period to which the past due sums relate; and**
 - (iii) Information as to where the Customer may remit any and all past due sums;**
 - (iv) Information as to the proper procedures for disputing any sums set forth**

- in a service bill; and
- (v) Notice in bold print and capital letters that the matter will be submitted to the City for collection pursuant to the tax lien procedures established under this section, if the bill is not paid within thirty (30) calendar days from the date a second notice of delinquency is dated.

No later than the close of business on May 1st of each calendar year, a Collector may submit to the City a schedule of all unpaid delinquent billings from May 1st of the preceding year to May 1st of the present year accompanied by the corresponding parcel number for the real property parcel or portion thereof in question, as established or otherwise utilized by the Los Angeles County Assessor. The schedule shall also state the amount due for each delinquent Customer account for inclusion of said amount upon the property tax roll for collection by the Los Angeles County Assessor's Office. No delinquent billing shall be eligible for submission to the City on or before the 30th calendar day following the issuance of the Collector's second past due billing notice. No delinquent billing shall remain eligible for submission to the City after one year from the date the delinquent billing first becomes eligible for submission to the City.

- 4. In addition to any other requirements set forth under Health and Safety Code Sections 5473 and 5473a, the City shall adhere to the following procedures before submitting delinquent fees and charges to the Los Angeles County Assessor's Office for placement on the tax roll:
 - (i) The City will fix a time, date and place for a public hearing regarding the report of delinquencies submitted by the Collector and any objections and protests to the report. Notice of the hearing shall be mailed to the Owner of every real property parcel listed on the report not less than ten (10) days prior to the date of the hearing. At the hearing, City shall hear any objections or protests of Owners liable to be assessed for delinquent fees or charges. The City may make revisions or corrections to the report as it deems appropriate, after which, by resolution, the report shall be confirmed.
 - (ii) The delinquent fees and charges set forth in the report as confirmed shall constitute special assessments against the real property parcels listed in the report and are a lien on said real property for the amount of the delinquent fees and charges. A certified copy of the confirmed report shall be filed with the Los Angeles County Assessor's Office for the amounts of the respective assessments against the respective real property parcel as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Los Angeles County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be

subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.

- (iii) City shall remit to the Collector amounts collected pursuant to this process within thirty (30) days of receipt from the Los Angeles County Assessor, less any outstanding sums owed by the Collector to the City. In order to reimburse the City for any and all administrative costs associated with placing delinquent fees and charges on the tax roll and except as otherwise provided in any Collection Agreement between the City and a Collector, the City may deduct from the sums remitted by the Los Angeles County Assessor for a given tax year an amount equal to the lesser of the following: (a) the City's actual costs incurred to undertake the placement delinquent fees and charges on the tax roll, including but not limited to any and all fees or charges imposed by the Los Angeles County Assessor associated with the placement of the delinquent fees or charges on the tax roll as well as costs associated with all publication and noticing efforts; or (b) five percent (5%) of the total delinquent sums placed on the tax roll on behalf of an individual Collector.

SECTION 6. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") as the ordinance amendments contemplated herein will have no impact on the environment.

SECTION 7. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 8. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force 30 days after passage and adoption.

SECTION 9. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on the 16th day of May, 2016.



Robert C. Gonzales, Mayor

ATTEST:



Elena G. Chávez, City Clerk

APPROVED AS TO FORM:



Rick R. Olivarez, City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, hereby certify that the foregoing Ordinance No. 1655 of the City Council of the City of San Fernando was approved and adopted by said City Council at its regular meeting held on the 16th day of May, 2016 by the following vote, to-wit:

AYES: Ballin, Fajardo, Lopez – 3

NOES: None

ABSTAIN: Soto – 1

ABSENT: Gonzales – 1



Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: August 2, 2021

Subject: Discussion and Consideration to Designate a Voting Delegate and Alternate(s) for the 2021 League of California Cities Annual Conference

RECOMMENDATION:

It is recommended that the City Council:

- a. Designate a voting Delegate for the League of California Cities ("League") 2021 Annual Conference (Attachment "A");
- b. Designate up to two Alternate Voting Delegate(s) who may vote in the event that the designated Delegate is unable to serve in that capacity; and
- c. Authorize the City Clerk to execute and submit the 2021 Annual Conference Voting Delegate/Alternate Form (Attachment "B").

BACKGROUND:

1. The League of California Cities 2021 Annual Conference is scheduled for September 22-24, 2021 in Sacramento, California. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24, 2021. At this meeting, the League membership considers and takes action on resolutions that establish League policy. The conference is being held in-person at the Sacramento Convention Center ("Convention Center"). The League is working closely with Convention Center officials to ensure that COVID-19 protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches (Attachment "A").
2. On January 3, 2021, the City Council approved appointments to the City Council Liaison Assignments, which included appointing Vice Mayor Mary Mendoza as the City Council Liaison and Councilmember Celeste Rodriguez as the Alternate to the League of California Cities.

Discussion and Consideration to Designate a Voting Delegate and Alternate(s) for the 2021 League of California Cities Annual Conference

Page 2 of 2

3. On June 28, 2021, the City Clerk received a request from the League of California Cities for the City Council action to take action by August 31, 2021 to designate a voting delegate and alternate(s) for the 2021 Annual Conference in September 2021.

ANALYSIS:

Each member city has a right to cast one vote on matters pertaining to League policy. In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate, and may also appoint up to two alternate Voting Delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Consistent with League bylaws, the City's Voting Delegate (and up to two Alternate Voting Delegates) must be designated by the City Council either by resolution or by City Council action; Voting Delegates may not be appointed by individual action of the Mayor or City Manager/Administrator alone (Attachment "A").

The Voting Delegate and Alternate(s) must be registered to attend the conference; they do not need to register for the entire conference, they may register for Friday only. A Voting Delegate Card will be issued and may be transferred freely between the Voting Delegate and the Alternate(s); however, it may not be transferred to another city official.

BUDGET IMPACT:

The cost for each City Councilmember to attend the 2021 League Annual Conference is included in the Fiscal Year 2021-2022 Adopted Budget. The act of designating a Voting Delegate and Alternate(s) will not impact the budget.

CONCLUSION:

Staff recommends that the City Council appoint a Voting Delegate and up to two (2) Alternates so that the City may participate in and benefit from the development of League policy.

ATTACHMENTS:

- A. League of California Cities 2021 Annual Conference Voting Delegates/Alternates
- B. 2021 Annual Conference Voting Delegate/Alternate Form.



Council Action Advised by August 31, 2021

RECEIVED

2021 JUN 28 P 2:28

CITY OF SAN FERNANDO
CITY CLERK

June 16, 2021

TO: City Managers and City Clerks

RE: **DESIGNATION OF VOTING DELEGATES AND ALTERNATES**
League of California Cities Annual Conference & Expo – September 22-24, 2021

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m. – 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.


CITY: City of San Fernando

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

 Name: Julia Fritz, City Clerk

 Email jfritz@sfcity.org / cityclerk@sfcity.org

Mayor or City Clerk _____

 Date _____ Phone 818-898-1204

(circle one)

(signature)

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

 E-mail: dyacub@cacities.org

Phone: (916) 658-8254

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Sylvia Ballin and Councilmember Cindy Montañez

Date: August 2, 2021

Subject: Discussion Regarding the City's Support in Acknowledging the Fernandeano Tataviam Band of Mission Indians

RECOMMENDATION:

The item is being placed on the agenda for City Council discussion requesting the City's support acknowledging the Fernandeano Tataviam Band of Mission Indians.

BACKGROUND:

1. On July 26, 2021, Mayor Ballin requested to agendize a discussion acknowledging the Fernandeano Tataviam Band of Mission Indians in the City of San Fernando by adoption of a resolution (Attachment "A").
2. On July 26, 2021, Councilmember Montañez also requested to agendize a discussion acknowledging the Fernandeano Tataviam Band of Mission Indians in the City of San Fernando by adoption of a resolution (Attachment "B").

BUDGET IMPACT:

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

ATTACHMENTS:

- A. Mayor Ballin – Sample Resolution
- B. Councilmember Montañez – Request to Agendize Item to City Council and Sample Resolution

MOTION BY CITY OF SAN FERNANDO**September, 2021****Acknowledge and Apologize for the Historic Mistreatment of Fernandeano Tataviam by City of San Fernando**

In recent years, the City of San Fernando (City) has been active in addressing false historic narratives about the land upon which the City sits. The City has been a leader through actions such as being the first city in Los Angeles County to rename Columbus Day to Indigenous Peoples Day; establishing a relationship with the Fernandeano Tataviam Band of Mission Indians (FTBMI) through its dedication and renaming of Heritage Park to "Rudy Ortega Sr" Park after the FTBMI Tribal leader and approval of a partnership with the FTBMI to apply for a Youth Reinvestment Grant (YRG), and supporting the federal acknowledgment of the FTBMI.

While these actions are laudable, we must go further. As the City prioritizes inclusivity and centers underrepresented voices, it also needs to now, more than ever, ground this work in truth. It is critical that truth-telling begins with the Indigenous Peoples of what is now known as the City of San Fernando, and that the histories and the people who have been intentionally erased are acknowledged and receive official apologies.

City policies that discriminated against Native Americans and denied the existence of tribal government powers persisted well into the Twentieth Century. Their shameful legacy remains even today, underlying erasure and invisibility, landlessness, and disproportionate health and economic burdens. Despite these historical wrongs, the FTBMI has resisted, persisted, survived, and carried on cultural and linguistic traditions.

However, the FTBMI and the City have never jointly formally examined or documented their relationship for the express purpose of acknowledging and accounting for historical wrongs committed by the City. Furthermore, the City has never formally apologized for historical wrongs that were tolerated, encouraged, subsidized, and committed by City actors against the Fernandeanos.

These historical wrongs have caused much trauma and have been compounded by other traumas, impacting generations of the FTBMI. The erasure of the truth and an inaccurate historical record prevents a healing process from taking place.

There already exists a mechanism within the State of California for governments to address historical wrongs through the California Truth & Healing Council (Executive Order N-15-19). The Truth & Healing Council's mandate is to witness, document, and investigate California Native American stories about the historical relationship between California and California Native Americans in order to provide policy recommendations and advisement to the State of California in addressing inequities in tribal communities. The Council, chaired by the Governor's tribal advisors, includes representatives of

California's Native American tribes, relevant state and local agencies, and other relevant non-governmental stakeholders. While the effort to document and raise awareness of historical inequities is crucial and fundamental, the commitment from the State and City governments must require the advancement of racial healing and transformation through critical investments in American Indian and Alaska Native (AIAN) education, workforce development, economic development, health care, housing, and other crucial community investments.

City of San Fernando must join the State in exploring the historical relationship between the City and the FTBMI in the spirit of truth, healing, and transformation. We must ensure that histories that have been hidden for far too long are learned, known, and shared. Without this understanding, the City cannot properly account for and apologize for the wrongs committed by the City and the subsequent traumas these actions have caused. Furthermore, without this acknowledgement and apology, we cannot begin the work to undo this harm. An acknowledgement and apology, followed by concrete acts of contrition and equity restoration, are vital first steps in addressing generational trauma and transforming the relationship between the City and Fernandeseños.

WE, THEREFORE, MOVE

1. Apologizes on behalf of the City of San Fernando to the FTBMI and communities for the many instances of violence, maltreatment and neglect the City has inflicted on the Fernandeseños.

WE, THEREFORE, MOVE that the City:

1. Work in collaboration with the FTBMI to explore and examine the role the City has played in causing harm to Fernandeseños through its policies, procedures, and practices.
2. Develop a public statement that acknowledges, corrects, and disseminates the true historical record of the City and its respective departments including:
 - A. Testimony from local tribal governments and impacted communities;
 - B. With respectful collaboration and consultation with the FTBMI;
3. Provide a status update on this work to the City Council on (DATE).

WE, FURTHER MOVE that City develop recommendations to align the County of Los Angeles' Anti-Racism, Diversity, and Inclusion initiative in order to reduce health, economic, educational and environmental disparities amongst Fernandeseños.

#

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME CINDY MONTAÑEZ	TITLE COUNCILMEMBER
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ITEM INFORMATION

SUBJECT Title of the item you are requesting to be agendized.

RESOLUTION TO ACKNOWLEDGE, APOLOGIZE AND DEVELOP A PATH TO DOCUMENT OUR HISTORY AND FURTHER INCORPORATE FERNANDEÑO-TATAVIAM NATIVE AMERICAN PEOPLE INTO THE FABRIC OF LIFE IN THE CITY OF SAN FERNANDO

PRIORITIES

Is this included in the current FY priorities?

☒ Yes ☐ No

BUDGET

Is this a budgeted item?

☐ Yes ☒ No

FISCAL IMPACT

Is there a fiscal impact? If yes, indicate amount.

☐ Yes ☐ No \$ TBD

BACKGROUND/ANALYSIS Provide the reason you are requesting this item be agendized.

The City of San Fernando is located on ancestral lands stewarded by Fernandeno-Tataviam ('people facing the sun') who lived in villages of extended lineages throughout the San Fernando Valley (Achois Comihabit), Santa Clarita and Antelope Valleys, eastern Ventura County and the Santa Monica Mountains. Lamentably, the Fernandeno-Tataviam, Gabrielino-Tongva and other native people were victims of legal, physical and mental abuse during the Spanish Mission-era (pre-1810), under Mexican government rule (1810-1848) and as settlers rushed into California after Mexico lost Alta California through the Treaty of Guadalupe Hidalgo (1848).

Despite disenfranchising actions against Native Americans, the Fernandeno-Tataviam remain resilient, engaged as active residents with their tribal administration headquartered in the City of San Fernando. The Fernandeno-Tataviam are under consideration for federal tribal recognition. The City has been a leader in addressing false narratives about local Native Americans through actions such as being the first city in Los Angeles County to rename Columbus Day to Indigenous Peoples Day; establishing a relationship with the Fernandeno-Tataviam Band of Mission Indians through its dedication and renaming of Heritage Park on 4th Street and Hubbard Avenue to Rudy Ortega Sr. Park after the tribal leader, and approval of a partnership with the Fernandeno-Tataviam Band of Mission Indians to apply for a Youth Reinvestment Grant and supporting the federal acknowledgement of the Fernandeno-Tataviam Band of Mission Indians.

I believe the next step in this reconciliation is to offer a formal apology to Native people.

ATTACHMENTS Do you have any attachments to include?

☒ Yes ☐ No

RECOMMENDATION Indicate the direction you are recommending.

The City marks a milestone in our history through acknowledgement, apology and a path to document our history and further incorporate the Fernandeno-Tataviam into the social, cultural, and economic fabric of life in the City of San Fernando by directing the City to take on actions included in the attached resolution I drafted in collaboration with the Fernandeno-Tataviam. Actions which include continuing to support federal recognition; initiating every public meeting/event with a land acknowledgement; holding an annual convening with the City and Fernandeno-Tataviam; documenting the Native American history of San Fernando; developing recommendations to improve the life of indigenous residents; requesting annual status updates on work by the Los Angeles Native American Indian Commission and the State Office of Tribal Affairs.

RESOLUTION TO ACKNOWLEDGE, APOLOGIZE AND DEVELOP A PATH TO DOCUMENT OUR HISTORY AND FURTHER INCORPORATE FERNANDEÑO-TATAVIAM NATIVE AMERICAN PEOPLE INTO THE FABRIC OF LIFE IN THE CITY OF SAN FERNANDO

RECOMMENDATION AS SUBMITTED BY CITY COUNCILMEMBER CINDY MONTAÑEZ

August 2, 2021

San Fernando, California

Located on *Pasekinga*, ancestral lands stewarded by the Fernandeseño-Tataviam

The City of San Fernando is located on ancestral lands stewarded by the Fernandeseño-Tataviam ('people facing the sun') who lived in villages of extended lineages throughout the San Fernando Valley (*Achois Comihabit*), Santa Clarita and Antelope Valleys, eastern Ventura County and the Santa Monica Mountains. Lamentably, the Fernandeseño-Tataviam, Gabrielino-Tongva and other native people were victims of legal, physical and mental abuse during the Spanish Mission-era (pre-1810), under Mexican government rule (1810-1848) and as settlers rushed into California after Mexico lost Alta California through the Treaty of Guadalupe Hidalgo (1848).

The Mission San Fernando Rey de España founded by Catholic priest Fermín Francisco de Lasuén on September 8, 1797 was established on lands inhabited by the Fernandeseño-Tataviam and Gabrielino-Tongva people, an area that became known as *Achoicominga*. A wooden cross next to the San Fernando Mission Church serves as a solemn remembrance of the final resting place between 1798 and 1852 for nearly 2,500 Native Americans. According to the Fernandeseño-Tataviam, Rogerio Rocha along with 39 other Mission San Fernando Native Americans were allotted land following the secularization of the Missions in 1834 in exchange for their mission labor. Rocha and his family lived at Rancho Cienega near Lopez Canyon, known as *Patzkunga*, "place with water," because of the natural springs on the property. In 1874 Ex-State Senator Charles Maclay, City of San Fernando founder, bought 56,000 acres (227 km²) of the Rancho Ex-Mission San Fernando from Eugenio de Celis. The railroad was then built, tract maps were laid out and the city officially incorporated as the 'First City in the Valley' on August 31, 1911 leaving the Fernandeseño-Tataviam without land stewardship or ownership.

Despite disenfranchising actions against indigenous people, the Fernandeseño-Tataviam remain resilient, engaged as active residents with their tribal administration headquartered in the City of San Fernando. The Fernandeseño-Tataviam Band of Mission Indians are under consideration for federal tribal recognition. The City has been active in addressing false narratives about local Native American people. The City has been a leader through actions such as being the first city in Los Angeles County to rename Columbus Day to Indigenous Peoples Day; establishing a relationship with the Fernandeseño-Tataviam Band of Mission Indians through its dedication and

renaming of Heritage Park on 4th Street and Hubbard Avenue to Rudy Ortega Sr. Park after the tribal leader; approval of a partnership with the Fernandeno-Tataviam Band of Mission Indians to apply for a Youth Reinvestment Grant; and supporting the federal acknowledgement of the Fernandeno-Tataviam Band of Mission Indians.

As San Fernando celebrates 110 years since its incorporation on August 31, 1911, the City marks this milestone in our history through acknowledgement, apology and a path to document our history and further incorporate the Fernandeno-Tataviam into the social, cultural, and economic fabric of life in the City of San Fernando.

WE THEREFORE MOVE TO INSTRUCT THE CITY TO DO THE FOLLOWING:

- Maintain support for Fernandeno-Tataviam federal tribal recognition;
- Commence every city-sponsored public event and city council meeting with a land acknowledgement, acknowledging that the City of San Fernando is located on the village of *Pasekinga*, ancestral lands stewarded by the Fernandeno-Tataviam;
- Annually commemorate October 12th as Indigenous People's Day with a citywide electronic notice recognizing that the City of San Fernando is located on the village of *Pasekinga*, ancestral lands of the Fernandeno-Tataviam;
- Host an annual convening between the City and the Fernandeno-Tataviam to identify ways to collaborate on improving the lives of all residents and secure federal tribal recognition;
- Work in collaboration with the Fernandeno-Tataviam to explore and examine the historical record and relationship between the City and the Fernandeno-Tataviam, including policies, procedures and practices towards the Fernandeno-Tataviam;
- Develop a public statement that acknowledges, documents and disseminates the true historical record of the City through respectful collaboration and consultation with the Fernandeno-Tataviam and coordination with the County of Los Angeles and the City of Los Angeles to ensure the work aligns and creates cohesion for the region;
- Instruct the city manager and relevant city departments to develop recommendations in order to reduce health, economic, educational and environmental disparities among Fernandeno-Tataviam and local indigenous peoples;
- Notify the Fernandeno-Tataviam of any major excavations in the historic Downtown or other sites that may possess historic interest to local Native Americans.
- Request no less than annual status updates on work by the Los Angeles Native American Indian Commission and the State Office of Tribal Affairs pertinent to policies and collaborations focused on improving the lives of Fernandeno-Tataviam residents of San Fernando.