



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
TUESDAY, SEPTEMBER 7, 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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CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS None

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the city in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council ([SF Procedural Manual](#)). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the Sergeant-At-Arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council, please speak into the microphone and voluntarily state your name and address.

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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 MEETING MINUTES FOR:

- a. July 27, 2021 – Special Meeting
- b. August 2, 2021 – Regular Meeting
- c. August 16, 2021 – Special Meeting

2) CONSIDERATION TO ADOPT RESOLUTION NO. 21-091 APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 21-091 approving the Warrant Register.

3) CONSIDERATION TO ADOPT RESOLUTION NO. 167 APPROVING THE SUCCESSOR AGENCY WARRANT REGISTER

Recommend that the Successor Agency Board of Directors adopt Resolution No. 167 approving the Warrant Register.

4) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING SIDE LETTER AGREEMENT BETWEEN THE CITY AND SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION/ SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 AND ADOPT RELATED RESOLUTIONS

Recommend that the City Council:

- a. Approve the proposed Memorandum of Understanding Side Letter Agreement (Contract No. 1887(c)) between the City of San Fernando and the San Fernando Public Employees Association / Service Employees International Union Local 721 implementing changes to existing job classifications, adopting new job classifications, and adjusting the salary plan related to certain positions in various departments;
- b. Adopt Resolution No. 8092 approving new classification specifications for certain positions represented by SFPEA and related unrepresented positions;
- c. Adopt Resolution No. 8093 amending the Fiscal Year 2021-2022 Salary Plan to include the appropriate salary range for various classification specifications;
- d. Adopt Resolution No. 8094 amending the Table of Organization for FY 2021-2022 to reflect the changes identified in the MOU Side Letter Agreement; and

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- e. Authorize the City Manager to make non-substantive corrections and execute the MOU Side Letter Agreement and all related documents.

5) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING UPDATED JOB SPECIFICATIONS FOR THE POSITIONS OF POLICE CHIEF, ASSISTANT TO THE CITY MANAGER, AND MANAGEMENT INTERN

Recommend that the City Council

- a. Adopt Resolution No. 8087 approving updated specifications for Police Chief, Assistant to the City Manager, and Management Intern job classifications;
- b. Adopt Resolution No. 8088 amending the Fiscal Year 2021-2022 Salary Resolution to reflect the proper salary range for the Assistant to the City Manager and the Management Intern classifications;
- c. Adopt Resolution No. 8089 amending the FY 2021-2022 Table of Organization to include the Management Intern classifications in each City Department; and
- 1
- d. Authorize the City Manager to make non-substantive corrections and execute all related documents.

6) CONSIDERATION TO ADOPT RESOLUTIONS TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL, ALCOHOL POLICING PARTNERSHIP PROGRAM

Recommend that the City Council:

- a. Accept the California Department of Alcoholic Beverage Control, Alcohol Policing Partnership Program 21-APP42 in the amount of \$63,704.00;
- b. Adopt Resolution No. 8090 authorizing the Police Chief to execute Standard Agreement No. 21-APP42 with ABC; and
- c. Adopt Resolution No. 8091 amending the budget for Fiscal Year 2021-2022 to appreciate the grant revenues and expenses.

7) CONSIDERATION TO APPROVE A THIRD AMENDMENT TO THE WILLDAN ENGINEERING PROFESSIONAL SERVICES AGREEMENT FOR THE SAN FERNANDO TRAFFIC SIGNAL IMPROVEMENT PROJECT

Recommend that the City Council:

- a. Approve a third Amendment to the Willdan Engineering Professional Services Agreement (Contract No. 1893(c)) for design services related to the Highway Safety Improvement Program Cycle 8 Traffic Signal Improvements Project; and

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- b. Authorize the City Manager, or designee, to execute all related documents.

8) RECEIVE AND FILE AN UPDATE REGARDING COVID-19 RESPONSE EFFORTS

Recommend that the City Council receive and file an update related to the City’s COVID-19 efforts, including, but not limited to the City’s COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

ADMINISTRATIVE REPORTS

9) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE CITY’S 2021 MULTI-HAZARD MITIGATION PLAN

Recommend that the City Council:

- a. Adopt Resolution No. 8095, approving the City’s 2021 Multi-Hazard Mitigation Plan; and
- b. Authorize Emergency Planning Consultants to forward the resolution of approval to Federal Emergency Management Agency for issuance of a Final Letter of Approval. Upon receipt, the Final Letter of Approval will be included in the Final Plan.

10) CONSIDERATION TO ACCEPT THE AMERICAN RESCUE PLAN ACT FUNDS AND ADOPT A RESOLUTION APPROPRIATING A PORTION OF THE FUNDS

Recommend that the City Council:

- a. Accept American Rescue Plan Act funds from the United States Department of the Treasury in the amount of \$2,909,170;
- b. Approve Resolution No. 8097 amending the Fiscal Year 2021-2022 Adopted Budget to appropriate \$2,909,170 in revenues and \$250,000 in expenses in Fund 121 – American Rescue Plan Act Fund;
- c. Authorize the City Manager to use the appropriated funds to reimburse the City for supply, equipment, cleaning, capital improvement, capital purchase and other operating costs incurred as a direct result of the City’s COVID-19 response efforts in FY 2020-2021 and FY 2021-2022; and
- d. Provide additional direction, as appropriate.

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11) CONSIDERATION TO DETERMINE A CITY POSITION ON THE 2021 LEAGUE OF CALIFORNIA CITIES PROPOSED RESOLUTIONS

Recommend that the City Council:

- a. Discuss the resolutions to be presented at the 2021 League of California Cities General Assembly Meeting; and
- b. Provide direction to the Voting Delegate regarding the City’s position on the resolutions.

12) CONSIDERATION TO DECLARE A DROUGHT EMERGENCY IN SAN FERNANDO

This item was agendized by Councilmember Hector A. Pacheco.

13) CONSIDERATION TO ALLOCATE INDEPENDENT CITIES FINANCE AUTHORITY’S COMMUNITY OUTREACH PROGRAM FUNDS FOR FISCAL YEAR 2021-2022

This item was agendized by Mayor Sylvia Ballin.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT The meeting will adjourn to its next regular meeting.

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

Julia Fritz, CMC
City Clerk
Signed and Posted: September 2, 2021 (5:15 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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**CITY OF SAN FERNANDO
CITY COUNCIL/SUCCESSOR AGENCY
TO THE SAN FERNANDO REDEVELOPMENT AGENCY
MINUTES**

**JULY 27, 2021 – 5:45 P.M.
SPECIAL MEETING**

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

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL Mayor Sylvia Ballin called the meeting to order at 5:45 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza and Councilmember Hector A. Pacheco

Absent: Councilmembers Cindy Montañez and Celeste Rodriguez

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 Motion by Vice Mayor Mendoza, seconded by Councilmember Pacheco to approve the agenda, as amended. By consensus, the motion carried.

Councilmember Cindy Montañez arrived at 5:47 p.m.

PRESENTATIONS None

DECORUM AND ORDER Assistant City Attorney Padilla read the Decorum and Order.

PUBLIC STATEMENTS – WRITTEN/ORAL None

CONSENT CALENDAR

It was noted, the City Council will consider Consent Calendar Item No. 1 along with Administrative Report No. 4.

Councilmember Celeste Rodriguez joined the meeting telephonically at 5:51 p.m.

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SPECIAL MEETING MINUTES – July 27, 2021**

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PUBLIC HEARINGS None

ADMINISTRATIVE REPORTS

- 2) 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

City Manager Kimball presented the staff report. Councilmember inquiries were responded to by Michael Mejia from Samuel A. Ramirez & Co., Inc., Julio Morales of Urban Futures, Inc. and City Manager Kimball.

Motion by Vice Mayor Mendoza, seconded by Mayor Ballin to:

- a. Approve the Sale of Pension Obligation Bonds to refund the City’s CalPERS Unfunded Accrued Liability in an amount not to exceed \$45,592,101; and
- b. Adopt Resolution No. 8083 confirming the issuance of its Pension Obligation Bonds pursuant to an Indenture of Trust to Refinance certain outstanding obligations of the City to the California Public Employees’ Retirement System, confirming approving the final form of the Indenture of Trust (Contract No. 1988) and approving a Preliminary Official Statement (Contract No. 1989) and Bond Purchase Agreement (Contract No. 1990); and
- c. Authorize the City Manager to execute a Bond Purchase Agreement (Contract No. 1990) with Samuel A. Ramirez & Co., Inc. to purchase the proposed Pension Obligation Bonds, which will be paid a not-to-exceed underwriter’s discount or fee equal to \$3.79 per bond or 0.379% of the par value of the bonds to sell the City’s POBs to the capital markets; and
- d. Authorize the City Manager to execute all related documents, as applicable.

The motion carried by the following vote:

ROLL CALL

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

- 3) 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
(THIS ITEM WAS CONTINUED TO THE AUGUST 2, 2021 CITY COUNCIL MEETING)

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY
SPECIAL MEETING MINUTES – July 27, 2021**

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It was noted that the City Council recessed its meeting at 6:44 p.m. and reconvened at 6:50 p.m. with all Councilmembers present.

Consent Calendar Item No. 1 was moved to be discussed in conjunction with Administrative Report No. 4.

- 1) CONSIDERATION TO APPROVE UPDATES TO THE CITY COUNCIL AD HOC COMMITTEE ASSIGNMENTS INCLUDING SCOPE OF SERVICES AND DISSOLUTION OF INACTIVE COMMITTEES

Motion by Councilmember Pacheco, seconded by Mayor Ballin to approve Items a., b. and c. to exclude dissolving the City General Plan Update Ad Hoc committee, dissolve the Social Media Policy Ad Hoc committee, and the Financial Advisor Services for Pension and Retiree Health Ad Hoc committee; rename the Visionary and Resilience Ad Hoc committee to Strategic Goals Ad Hoc committee; and appoint Councilmember Rodriguez and Councilmember Montañez to serve on the Strategic Goals Ad Hoc committee.

The motion carried by the following vote:

ROLL CALL

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

Note: Consent Calendar Item No 1 recommendation d. was considered with recommendations listed in Administrative Report No. 4. (*“d. Approve the Scope of Services for the San Fernando Beautification Program Ad Hoc committee.”*)

- 4) CONSIDERATION TO APPROVE THE COMMUNITY CLEAN-UP PROJECT WITHIN THE MISSION CITY BIKE TRAIL AND DOWNTOWN MALL AREA IN AUGUST 2021 AND AUTHORIZE THE SAN FERNANDO BEAUTIFICATION PROGRAM AD HOC COMMITTEE TO DEVELOP A LIST OF ADDITIONAL BEAUTIFICATION PROJECTS

Councilmembers Montañez and Rodriguez presented information contained in the staff report and responded to Councilmember questions.

City Councilmembers discussed the Beautification Program Ad Hoc committee’s proposed scope of services regarding the following description:

<u>Name of Ad Hoc</u>	<u>Appointed</u>	<u>Scope of Services</u>
<p>San Fernando Beautification Program</p> <p><u>Responsible Staff:</u> Public Works</p> <p><u>Meeting Frequency:</u> To Be Determined</p>	<p>Montañez Rodriguez</p>	<p>Develop recommendations to City Council related to establishing a community beautification program, including, but not limited to, engaging residents, community groups, local schools, funding sources, and any available resources to provide the community with cleaner streets, parks, trails, public parking facilities, etc. within the City. Identify program costs, staff resources needed, and program guidelines for at minimum quarterly cleanup events. Work with staff to provide education to the community, identify high-need areas to address through community clean-up events, and identify policy and program recommendations to address blight and maintain neighborhoods, public spaces and commercial corridors clean and free of trash and debris. <i>(Ongoing)</i></p>

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY
SPECIAL MEETING MINUTES – July 27, 2021**

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Members of the City Council questioned why there were only certain planning commissioners referenced as supporters of the Beautification Program as presented, expressed concerns with policy recommendations contained in the proposed scope, such as “recommendations to address blight”, the additional drain on utilizing staff resources and costs, and indicated that the scope of services as proposed are too broad and general.

Councilmembers suggested that the Beautification Program Ad Hoc committee’s proposed scope of services be presented to City Commissions, including but not limited to the Planning and Preservation Commission and Parks, Wellness and Recreation Commission to obtain feedback/recommendations in order to narrow and clearly define the scope of services and bring back their recommendations for Council consideration.

Motion #1:

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to recommend that the City Council approve a community cleanup event within the Mission City Trail and the Downtown Mall area to take place during August; and to authorize the Committee to explore and report to the City Council on any San Fernando Beautification Plan recommendations.

Motion #2:

Directly following Motion #1, a motion was made by Councilmember Pacheco to table this item pending amendments to the Scope of the San Fernando Beautification Ad Hoc Committee to include input from the Planning & Preservation Commission and the Parks, Wellness & Recreation Commission. The motion was not seconded or voted upon.

First revision to Motion #1:

Councilmember Montañez, restated her motion, seconded by Councilmember Rodriguez to approve a community clean up event within the Mission City Trail and Downtown Mall area to take place during August 2021, authorize the Beautification Ad Hoc committee to explore and report back to the City Council by September 2021 on a plan for the San Fernando Beautification Program to include more specifics. Also to include a friendly amendment to her motion suggested by Vice Mayor Mendoza to potentially extend the date beyond September 2021 if necessary in order to provide additional time to talk with all the Department heads that may be impacted.

Councilmember Pacheco also indicated that the Beautification Program Ad Hoc committee should not be leading events prior to Councils approval on the scope of services for the committee. City Manager stated that the clean-up event would be handled by City staff and would also be considered a City project if Council approves the Community clean-up project within the Mission City Bike Trail and Downtown Mall area in August 2021.

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SPECIAL MEETING MINUTES – July 27, 2021**

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Councilmember Pacheco requested the City Clerk to restate the motion made by Councilmember Montañez. City Clerk Fritz read the motion as follows: to approve a community clean-up event within the Mission City Trail and Downtown Mall area to take place during August 2021, authorize the Beautification Ad Hoc committee to explore and identify the scope of services to report back to the City Council after discussing with the City Commissions by September 2021.

Second Revision to Motion #1

Councilmember Montañez restated her motion to recommend that the City Council approve a community clean-up event within the Mission City Bike Trail and Downtown Mall area to take place in August 2021; authorize the Beautification Ad Hoc committee to work in consultation and collaboration with the Planning & Preservation Commission and Parks, Wellness & Recreation Commission to explore and develop a Beautification Plan to bring back to the City Council to a date uncertain. Councilmember Rodriguez seconded the motion as amended.

The motion failed by the following vote:

ROLL CALL

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

Motion by Councilmember Pacheco, seconded by Councilmember Montañez to approve the City Manager’s recommendation to take the paragraph as listed in Consent Calendar Item 1 regarding the proposed Scope of Services for the San Fernando Beautification Program Ad Hoc committee and present the scope to the Planning & Preservation Commission and Parks, Wellness & Recreation Commission seeking recommendations on the elements of the Beautification Plan; and bring back the Commission’s feedback of the scope to the City Council for consideration in October 2021. Motion passes unanimously.

The motion passes by the following vote:

ROLL CALL

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

Motion by Councilmember Pacheco, seconded by Councilmember Montañez to approve a Community clean-up event within the Mission City Bike Trail and in the Downtown Mall area in August 2021.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY
SPECIAL MEETING MINUTES – July 27, 2021**

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The motion passes by the following vote:

ROLL CALL

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

5) DISCUSSION REGARDING CLEAN CALIFORNIA CAMPAIGN

Motion by Councilmember Montañez, seconded by Councilmember Pacheco to direct the City Manager to reach out to Caltrans, Senator Robert Hertzberg and Assemblymember Luz Rivas to determine the process for needs-based formula and local projects funding and then develop a plan to seek funds for the ongoing clean-up of the surrounding freeways and gateway to the City of San Fernando/Northeast San Fernando Valley.

The motion passes by the following vote:

ROLL CALL

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

6) DISCUSSION REGARDING THE CITY OF SAN FERNANDO'S 110TH YEAR BIRTHDAY CELEBRATION

Motion by Councilmember Montañez, seconded by Councilmember Pacheco to approve the City to host the 110th City Birthday Commemoration event at the historic Lopez Adobe on Tuesday, August 31, 2021, with birthday cupcakes, oral histories and musical performances by a local musician or a local group.

The motion passes by the following vote:

ROLL CALL

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

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director Venegas reported the Parks, Wellness & Recreation Commission will be having their commission meeting next week.

**SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY
SPECIAL MEETING MINUTES – July 27, 2021**

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City Clerk Fritz reported that the Education Commission has awarded the Gerry's Kids Scholarship Funds and plans on presenting the awarded recipient at the August 16, 2021, City Council meeting.

Police Chief Vairo announced that on Friday Senator Robert Hertzberg will be holding a Press Conference regarding the 2 million grant funds awarded to the City of San Fernando Police Department.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Montañez reported she attended the Beautification Program and Green City Streets Ad Hoc committee meetings, thanked the San Fernando Mall Association for hosting the outdoor market, and thanked Chief Vairo and the Police Department for obtaining the grant funds received from Senator Robert Hertzberg.

Councilmember Rodriguez expressed thanks to staff for their work and her family for their support.

Councilmember Pacheco expressed thanks to staff for their work, reported he attended the Public Safety Ad Hoc committee meeting and mentioned a presentation by the Ad Hoc committee would be forthcoming.

Vice Mayor Mendoza expressed thanks to staff for their work.

Mayor Ballin thanked Councilmembers for their support over the past year, mentioned that her father passed away on July 13, 2021, and funeral services are being held this Saturday. Mayor Ballin requested to adjourn the meeting in memory of her father, Tino Galindo.

By consensus, the motion carried and the meeting was adjourned at 9:05 p.m. in memory of Tino Galindo.

I do hereby certify that the foregoing is a true and correct copy of the minutes of July 27, 2021, special meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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

**AUGUST 2, 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 August 2, 2021 at 6:09 p.m.

CALL TO ORDER/ROLL CALL Mayor Sylvia Ballin called the meeting to order at 6:10 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza and Councilmembers Cindy Montañez, Hector A. Pacheco (joined via teleconference at 6:11 p.m.) and Celeste Rodriguez

Absent: None

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of Police Anthony Vairo, 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 Motion by Vice Mayor Mendoza, seconded by Councilmember Rodriguez. Motion carried with Councilmember Pacheco absent.

PRESENTATIONS None

DECORUM AND ORDER Assistant City Attorney Padilla read the Decorum and Order.

PUBLIC STATEMENTS – WRITTEN/ORAL None

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – August 2, 2021

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CONSENT CALENDAR

Councilmember Montañez requested to pull Item 1. D. July 19, 2021 Regular Meeting minutes for discussion.

Councilmember Montañez requested to amend Item 12 of the minutes to include “air quality monitoring” in the action.

Motion by Councilmember Montañez, seconded by Councilmember Pacheco to approve Item 1. D. July 19, 2021 Regular Meeting minutes, as amended. By consensus, the motion carried.

1) CONSIDERATION TO APPROVE CITY COUNCIL MINUTES

D. JULY 19, 2021 REGULAR MEETING

Motion by Councilmember Montañez, seconded by Vice Mayor Mendoza to approve the Consent Calendar Items 1.A, B, & C and Items No. 2- 6.

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

2) CONSIDERATION TO 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

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

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

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

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – August 2, 2021

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ADMINISTRATIVE REPORTS

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

Board Member Adan Ortega, the City's representative on the Metropolitan Water District (MWD) Board of Directors spoke about recent MWD Board activities, including; the hiring of a new General Manager Adel Hagekhalill, on the worsening drought conditions throughout California, and spoke about residential and commercial customer rebates being offered to continue water conservation efforts. City Council received and filed the report. No formal action was taken.

- 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

City Manager Nick Kimball and Director of Public Works Matt Baumgardner presented the staff report and responded to Councilmember questions. A representative from Republic Services joined via teleconference and responded to Councilmember inquiries accordingly.

Mayor Ballin and Councilmembers expressed concerns regarding sufficient property owner notification regarding a potential lien on their property due to non-payment by their tenant and questioned the adequacy of the current processes by Republic Services on owner notification.

By consensus, the City Council requested staff to bring this matter back for future discussion to present additional information, including but not limited to the property owner notification process regarding lien placement due to their tenant's non-payment of services from Republic Services.

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

Motion by Mayor Ballin, seconded by Councilmember Rodriguez to designate Vice Mayor Mary Mendoza as the Voting Delegate representing the City of San Fernando for the League of California Cities 2021 Annual Conference and authorize the City Clerk to execute and submit the Voting/Alternate Form. By consensus, the motion carried.

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

Motion by Vice Mayor Mendoza, seconded by Mayor Ballin to approve the draft resolution (Attachment "A") acknowledging and apologizing for the historic mistreatment and supporting federal acknowledgement by the City of San Fernando of Fernandeno Tataviam Band of Mission Indians. By consensus, the motioned carried.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – August 2, 2021

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STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz reminded the City Council of the presentation to the Gerry’s Kids Student scholarship recipient that will be occurring at the August 16, 2021, City Council meeting.

Director of Public Works Baumgardner mentioned that at the August 4th Transportation and Safety Commission meeting, the Commission will be installing newly appointed Commissioner Carlos Hernandez.

Director of Recreation and Community Development Venegas provided updates regarding the City’s sports programs.

Director of Finance Ibañez reported that the City received its first tranche of the American Rescue Plan Act funds on July 13 in the amount of \$2,909,170.

City Manager Kimball mentioned that the San Fernando Parking Management Master Plan Community meeting will be held on August 12.

Chief Vairo remarked on the press conference held last Friday at the Police Department by Senator Hertzberg regarding the \$2 million dollar grant awarded to the City of San Fernando Police Department.

Chief Vairo also announced he will be retiring from the City effective December 31, 2021, and expressed his gratitude for his many years serving the City of San Fernando.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Mayor Ballin and City Councilmembers extended appreciation and thanked Police Chief Anthony Vairo for his 39 years of service to the community and citizens of San Fernando.

ADJOURNMENT (8:39 P.M.)

Mayor Ballin adjourned the meeting at 8:39 p.m. to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 2, 2021, meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 16, 2021 – 5:00 P.M.
SPECIAL MEETING**

**City Hall Council Chambers
117 Macneil Street, San Fernando, CA 91340**

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

Mayor Ballin called the special meeting to order at 5:00 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, Councilmembers
Cindy Montañez and Hector A. Pacheco (arrived at 5:01 p.m.)

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

Absent: Councilmember Celeste Rodriguez

APPROVAL OF AGENDA

By consensus, the agenda was approved.

PUBLIC STATEMENTS - WRITTEN/ORAL None

RECESS TO CLOSED SESSION (5:01 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 – AUGUST 16, 2021**

Page 2

RECONVENE/REPORT OUT FROM CLOSED SESSION

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

ADJOURNMENT The City Council adjourned the special meeting at 5:58 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 16, 2021, Special 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: Sonia G. Garcia, Interim Director of Finance/City Treasurer

Date: September 7, 2021

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 21-091 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

The Director of Finance/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/City Treasurer 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. 21-091

RESOLUTION NO. 21-091

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO
ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON
DEMAND/ WARRANT REGISTER NO. 21-091**

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

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 7th day of September, 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. 21-091 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 7th day of September, 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 September 2021.

Julia Fritz, City Clerk

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223960	9/7/2021	893777 ADLERHORST INTERNATIONAL LLC	105211		K-9 GEAR 001-225-0000-4270	269.38
			105529		K-9 GEAR 001-225-0000-4270	269.38
					Total :	538.76
223961	9/7/2021	891969 ADVANCED PURE WATER SOLUTIONS	1050997		DRINKING WATER 001-222-0000-4300	98.55
					Total :	98.55
223962	9/7/2021	891739 ALAS MEDIA	201923	12425	COVID VACCINATION PSA VIDEOS 001-190-3689-4270	24,999.99
					Total :	24,999.99
223963	9/7/2021	892271 ALL STAR ELITE SPORTS	2488		T-SHIRTS FOR SUMMER SPORTS CLIN 017-420-1330-4300	556.89
				12509	017-420-1332-4300	498.64
				12509	017-420-1328-4300	383.66
			2502		T-SHIRTS FOR SUMMER SPORTS CLIN 017-420-1330-4300	295.32
				12509		295.32
					Total :	1,734.51
223964	9/7/2021	887695 AL'S KUBOTA TRACTOR	212689		DECK MOUNT BOLT, NUT & BUSHING F 041-320-0390-4400	92.91
					Total :	92.91
223965	9/7/2021	100175 AMERICAN WATER WORKS ASSOC.	7001946209		MEMBERSHIP RENEWAL-00662165 070-381-0000-4370	294.00
					Total :	294.00
223966	9/7/2021	100165 AMERICAN WATER WORKS, INC.	31401		VEHICLE MAINT. - CE8007 041-320-0152-4400	109.23
					Total :	109.23
223967	9/7/2021	100188 ANDY GUMP INC.	INV830748		PORTABLE RESTROOM SERVICE 070-384-0000-4260	330.34
				12491		330.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223967	9/7/2021	100188 ANDY GUMP INC.	(Continued) INV830749		PORTABLE RESTROOM SERVICE 043-390-0000-4260	211.28
			INV830750	12491	PORTABLE RESTROOM SERVICE 043-390-0000-4260	330.49
			INV833747	12491	PORTABLE RESTROOM SERVICE 043-390-3689-4260	197.17
			INV838925	12491	PORTABLE RESTROOM SERVICE 070-384-0000-4260	330.34
			INV838926	12491	PORTABLE RESTROOM SERVICE 043-390-0000-4260	211.28
			INV838927	12491	PORTABLE RESTROOM SERVICE 043-390-0000-4260	330.49
			INV841827	12491	PORTABLE RESTROOM SERVICE 043-390-3689-4260	197.17
					Total :	2,138.56
223968	9/7/2021	893441 ARAMARK REFRESHMENT SERVICES	11515325	12451	EMPLOYEE BREAK ROOM SUPPLIES 001-222-0000-4300	309.84
					Total :	309.84
223969	9/7/2021	892713 ASCENCIO, ALEJANDRO	APRIL 2021		MARIACHI MASTER APPRENTICE PRO 001-424-0000-4430	340.00
			DEC 2020	12333	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	180.00
			FEB 2021	12333	MARIACHI MASTER APPRENTICE PRO 001-424-0000-4430	240.00
			JAN 2021	12333	MARIACHI MASTER APPRENTICE PRO 001-424-0000-4430	200.00
			MARCH 2021	12333	MARIACHI MASTER APPRENTICE PRO 001-424-0000-4430	320.00
			NOV 2020	12333	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	240.00
				12333	001-424-0000-4430	200.00
			OCT 2020	12333	MARIACHI MASTER APPRENTICE PRO 109-424-3692-4260	240.00
				12333	001-424-0000-4430	200.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223969	9/7/2021	892713 892713 ASCENCIO, ALEJANDRO	(Continued)			Total : 2,160.00
223970	9/7/2021	102530 AT & T	818-270-2203		PD NETWORK LINE - AUG 2021 001-222-0000-4220	221.25 Total : 221.25
223971	9/7/2021	892412 AT&T	287297930559X0810202		JULY-MDT MODEMS FOR PD UNITS 001-222-0000-4220	542.99 Total : 542.99
223972	9/7/2021	889037 AT&T MOBILITY	287277903027X0808202		MODEM FOR ELECTRIC MESSAGE BO. 001-310-0000-4220	101.19 Total : 101.19
223973	9/7/2021	893176 AUTOZONE STORE 5681	5681083231		VEHICLE MAINT-PD6868 041-320-0225-4400	21.59 Total : 21.59
223974	9/7/2021	100286 BAKER, BEVERLY	REPL-222187		REPL STL DTD CK-CALPERS HEALTH 041-180-0000-4127	691.88 Total : 691.88
223975	9/7/2021	892426 BEARCOM	5237328	12437	RADIO COMM SYST & WIRELESS BRO/ 001-135-0000-4260	7,610.41 Total : 7,610.41
223976	9/7/2021	892014 BERNAL, DAVID	AUG 2021 JUNE 2021		COMMISSOINER'S STIPEND 001-150-0000-4111 COMMISSOINER'S STIPEND 001-150-0000-4111	75.00 75.00 Total : 150.00
223977	9/7/2021	891301 BERNARDEZ, RENATE Z.	588 591 593		INTERPRETATION SERVICES 7/19/21 C 001-101-0000-4270 INTERPRETATION SERVICES 8/2/21 CC 001-101-0000-4270 INTERPRETATION SERVICES 8/16/21 C 001-101-0000-4270	150.00 150.00 150.00 Total : 450.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223977	9/7/2021	891301 891301 BERNARDEZ, RENATE Z.	(Continued)			Total : 450.00
223978	9/7/2021	890684 BROADLUX INC	BR112548-06		REPAIRS TO CNG STATION 074-320-0000-4260	1,225.35 Total : 1,225.35
223979	9/7/2021	893886 BUEHLER INVESTIGATIVE SERVICES	1	12495	BACKGROUND INVESTIGATIVE SERVIC 001-222-0000-4270	2,950.00 Total : 2,950.00
223980	9/7/2021	888800 BUSINESS CARD	063021 070821 070921 071921 072621 072921 073021 080221 080421 080621 080621 081221 081221 081221		DIRECTIONAL FLAGS 001-424-0000-4300 LODGING DEPOSIT-ANNUAL CACEO SI 001-152-0000-4370 GAMES FOR SPECIAL EVENTS 001-424-0000-4300 DINNER FOR CC & STAFF-CC MTG 07/1 001-101-0000-4300 INTERNET CONNECTION EQUIPMENT 001-106-0000-4300 COMPUTER CABLES 001-222-0000-4300 FINANCE CHARGES 001-190-0000-4435 CITY EMAIL - AUG 2021 001-135-0000-4260 DINNER FOR CC & STAFF-CC MTG 08/0 001-101-0000-4300 ORAL BOARD LUNCHEON-DO 001-106-0000-4270 RECRUITMENT ADVERTISEMENT-CD C 001-106-0000-4230 VIDEO CONFERENCES 001-135-3689-4260 ORAL BOARD LUNCHEON-CPO 001-106-0000-4270 RGSTR-LEAGUE OF CA CITIES ANNUAI	1,195.61 480.20 139.94 29.65 807.65 57.27 1.07 1,632.13 30.70 54.66 341.77 299.80 46.15

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223980	9/7/2021	888800 BUSINESS CARD	(Continued)			
			081621		001-101-0107-4370 RECRUITMENT ADVERTISEMENT: CD [600.00
			081621		001-106-0000-4230 AIRFARE - 2021 LEAGUE OF CA CITIES	195.00
					001-101-0107-4370	186.95
					Total :	6,098.55
223981	9/7/2021	888800 BUSINESS CARD	072621		TONER	
			072621		001-222-0000-4300 OFFICE SUPPLIES	780.51
			080621		001-222-0000-4300 OFFICE SUPPLIES	338.60
			081921		001-222-0000-4300 OFFICE CHAIR	196.43
					001-222-0000-4300	345.03
					Total :	1,660.57
223982	9/7/2021	893244 CALIFORNIA PERMITS	BS2102645		BUILDING PERMIT REFUND-1403 HOLL	
					001-3320-0000	135.38
					055-3719-0154	4.20
					055-2247	4.00
					Total :	143.58
223983	9/7/2021	892464 CANON FINANCIAL SERVICES, INC	27050684	12470	CANON COPIERS LEASE PAYMENT-JUI	
			27202677	12470	001-135-0000-4260	651.40
					CANON COPIERS LEASE PAYMENT-AU	
					001-135-0000-4260	651.40
					Total :	1,302.80
223984	9/7/2021	893676 CARAHSOFT TECHNOLOGY CORP	21078026INV		TAXES-INV NO.30347055INV	
			23943587.00INV		001-135-0000-4260	26.98
			30470783INV		DRAGON LAW ENFORCEMENT1YR MA	
					001-135-0000-4260	288.78
					SOFTWARE TRAINING	
					001-135-0000-4260	54.00

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CITY OF SAN FERNANDO

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223984	9/7/2021	893676 893676 CARAHSOFT TECHNOLOGY CORP	(Continued)			Total : 369.76
223985	9/7/2021	103948 CDW GOVERNMENT, INC.	H270900	12434	WI-FI SET-UP AT RECREATION PARK	737.58
			H369949	12434	001-424-0000-4300 WI-FI SET-UP AT RECREATION PARK	2,474.45
			J096143		PO#12426-ITEMS RETURNED	
					001-224-0000-4300	-145.15
					001-222-0000-4300	-72.58
					Total :	2,994.30
223986	9/7/2021	100731 CITY OF LOS ANGELES	74WP220000036	12505	CAPITAL PORTION OF ASSC FOR SEV	
			WP220000035	12496	072-365-0629-4600 OPERATION & MAINTENANCE OF SEW	95,496.00
					072-360-0629-4260	153,438.00
					Total :	248,934.00
223987	9/7/2021	101957 CITY OF LOS ANGELES	38SF220000002		FIRE SERVICES-AUG 2021	
					001-500-0000-4260	234,990.08
					Total :	234,990.08
223988	9/7/2021	103029 CITY OF SAN FERNANDO	3739-3765		REIMBURSEMENT TO WORKER COMP	
					006-1038	7,398.08
					Total :	7,398.08
223989	9/7/2021	100805 COOPER HARDWARE INC.	126708	12454	SUPPLIES FOR P.W. OPS	
			126720	12454	070-384-0000-4310 SUPPLIES FOR P.W. OPS	33.69
			126813	12454	043-390-0000-4300 SUPPLIES FOR P.W. OPS	29.23
			126920	12454	070-383-0000-4310 SUPPLIES FOR P.W. OPS	137.43
			A04044	12454	070-384-0000-4310 ITEMS RETURNED	20.74
					001-311-0000-4300	-41.33
					Total :	179.76
223990	9/7/2021	892687 CORE & MAIN LP	P049270		WATER & FIRE SERVICE LINE MATERI/	

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Voucher List
CITY OF SAN FERNANDO

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223990	9/7/2021	892687 CORE & MAIN LP	(Continued)			
			P202046	12471	070-383-0000-4310	6,158.36
				12471	WATER & FIRE SERVICE LINE MATERIA	1,262.91
					070-385-0701-4600	7,421.27
					Total :	7,421.27
223991	9/7/2021	101982 COUNTY OF LOS ANGELES	FY21/22		FY21/22 SFVCOG DUES	
					001-190-0000-4380	12,500.00
					Total :	12,500.00
223992	9/7/2021	888743 COUNTY OF LOS ANGELES	IN0965884		CITY YARD TRANSFER STATION PERM	
					001-311-0000-4260	1,243.00
					Total :	1,243.00
223993	9/7/2021	100562 CPRS	ID: 127560		ANNUAL MEMBERSHIP DUES	
			NEW MEMBERSHIP		001-423-0000-4380	165.00
					NEW MEMBERSHIP-FREDDY TAPIA	100.00
					001-423-0000-4380	265.00
					Total :	265.00
223994	9/7/2021	893775 CSG CONSULTANTS	37767		CONTRACTED BUILDING INSPECTOR :	
			38311	12399	001-140-0000-4270	9,880.00
				12508	CONTRACTED BUILDING INSPECTOR-	10,640.00
					001-140-0000-4270	20,520.00
					Total :	20,520.00
223995	9/7/2021	100516 CSULB FOUNDATION	NONPO		RGSTR-SEMINAR-MENTAL HEALTH DE	
					001-225-0000-4360	182.00
					Total :	182.00
223996	9/7/2021	887121 DELL MARKETING L.P.	10504442210		DESK TOP COMPUTERS & LAPTOP	
				12409	001-106-0000-4300	276.49
					Total :	276.49
223997	9/7/2021	101010 DUTHIE POWER SERVICES INC.	A87520		GENERATOR MAINT. & EMERGENCY R	
				12288	043-390-0000-4330	533.00
					Total :	533.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223998	9/7/2021	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		UNEMPLOYMENT INS-PERIOD ENDING	
					001-190-3689-4132	915.00
					001-190-0420-4132	136.00
					001-190-0150-4132	95.00
					001-190-3689-4132	-765.00
					Total :	381.00
223999	9/7/2021	892905 F.R. ROSAS PAVING	M.P.MACLAY-7+8-A		REMOVE AND REPLACE TO TRENCH A	
				12422	070-383-0000-4260	5,405.40
				12422	070-385-0000-4260	1,194.60
					Total :	6,600.00
224000	9/7/2021	890981 FAJARDO, JOEL	APRIL 2021		ARP COBRA PREMIUM ASSISTANCE	
			AUG 2021		001-101-3689-4126	776.45
			JULY 2021		COMMISSOINER'S STIPEND	75.00
			JULY 2021		001-150-0000-4111	776.45
			MARCH 2021		ARP COBRA PREMIUM ASSISTANCE	776.45
			MAY 2021		001-101-3689-4126	776.45
					ARP COBRA PREMIUM ASSISTANCE	776.45
					001-101-3689-4126	776.45
					Total :	3,957.25
224001	9/7/2021	890981 FAJARDO, JOEL	JUNE 2021		COMMISSOINER'S STIPEND	
					001-150-0000-4111	75.00
					Total :	75.00
224002	9/7/2021	892198 FRONTIER COMMUNICATIONS	209-150-5250-081292		RADIO REPEATER (PD)	
			209-151-4942-041191		001-222-0000-4220	46.25
			209-151-4943-081292		CITY YARD AUTO DIALER	46.25
			818-361-2385-012309		070-384-0000-4220	46.25
					RADIO REPEATER (PD)	46.25
					001-222-0000-4220	46.25
					MTA PHONE LINE	

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224002	9/7/2021	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-361-2472-031415		007-440-0441-4220 001-190-0000-4220 PW PHONE LINE	112.61 56.30
			818-361-7825-120512		070-384-0000-4220 HERITAGE PARK IRRIG SYSTEM	529.34
			818-365-5097-120298		001-420-0000-4220 POLICE NARCOTICS VAULT	57.39
			818-831-5002-052096		001-222-0000-4220 POLICE SPECIAL ACTIVITIES PHONE L	38.65
			818-837-2296-031315		001-222-0000-4220 VARIOUS CITY HALL PHONE LINES	55.62
			818-837-7174-052096		001-190-0000-4220 POLICE SPECIAL ACTIVITIES PHONE L	442.85
			818-898-7385-033105		001-222-0000-4220 LAS PALMAS FAX LINE	29.60
					001-420-0000-4220	33.81
					Total :	1,494.92
224003	9/7/2021	893890 FULL CLIP	00006		ENTERTAINMENT-CITY'S BDAY CELEBI	
					001-424-0000-4260	500.00
					Total :	500.00
224004	9/7/2021	893868 GAME SPEED ATHLETICS	JULY-AUG 2021	12510	CONTRACTED SERVICES FOR SUMME	
					017-420-1330-4260	5,771.50
					Total :	5,771.50
224005	9/7/2021	893888 GAP SCIENCE, LLC	NONPO		RGSTR-EVIDENCE DESTRUCTION WEI	
					001-222-0000-4360	75.00
					Total :	75.00
224006	9/7/2021	101376 GRAINGER, INC.	9007683809	12482	SUPPLIES FOR BUILDING, ELECTRICA	
			9008602485	12482	070-383-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	48.41
			9020791340	12482	070-383-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	17.52
				12482	043-390-0000-4300	138.54

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224006	9/7/2021	101376 GRAINGER, INC.	(Continued)			
			9954489374	12482	SUPPLIES FOR BUILDING, ELECTRICA	
			9959375487	12482	001-311-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	58.63
			9961701803	12482	043-390-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	77.08
			9964465505	12482	043-390-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	1,298.19
			9965864375	12482	043-390-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	98.46
			9965864383	12482	043-390-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	549.58
			9967402893	12482	043-390-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	70.52
				12482	001-222-0000-4300	137.46
					Total :	2,494.39
224007	9/7/2021	893893 GUTIERREZ, GABRIELA	822801		BASEBALL REFUND	
			822802		017-3770-1330 BASEBALL REFUND	55.00
			822803		017-3770-1330 BASEBALL REFUND	55.00
					017-3770-1330	55.00
					Total :	165.00
224008	9/7/2021	101428 H & H WHOLESALE PARTS	BST3IN9369		BATTERIES FOR FLEET	
					041-1215	329.00
					Total :	329.00
224009	9/7/2021	893395 HAYES, JASON BENJAMIN	AUG2021		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					Total :	75.00
224010	9/7/2021	888647 HDL SOFTWARE, LLC	SIN009590		ANNUAL FALSE ALARM SOFTWARE US	
					001-130-0000-4260	1,415.34
					Total :	1,415.34

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224011	9/7/2021	890360 HERRERA, NINAMARIE JULIA	AUG2021		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
224012	9/7/2021	101599 IMAGE 2000 CORPORATION	433523		FRIEGHT FEE-PW OPS CTR TONER 070-381-0000-4300	10.50 Total : 10.50
224013	9/7/2021	893804 INDUSTRIAL SHOEWORKS	1100-1273044 1100-1275281		SAFETY SHOES 070-383-0000-4320 SAFETY SHOES 043-390-0000-4310	137.81 Total : 237.81
224014	9/7/2021	892330 INTERNATIONAL BUSINESS, INFORMATION TI INV-000476			LEFTA ANNUAL IT SUPPORT 001-135-0000-4260	1,100.00 Total : 1,100.00
224015	9/7/2021	891777 IRRIGATION EXPRESS	15226267-00 15227427-00	12483 12483	IRRIGATION SUPPLIES FOR REPAIRS / 043-390-0000-4300 IRRIGATION SUPPLIES FOR REPAIRS / 043-390-0000-4300	177.82 40.58 Total : 218.40
224016	9/7/2021	887952 J. Z. LAWNMOWER SHOP	26331 26333 26334	12465 12465 12465	SMALL EQUIPMENT REPAIRS (LAWNMO 043-390-0000-4300 SMALL EQUIPMENT REPAIRS (LAWNMO 043-390-0000-4300 SMALL EQUIPMENT REPAIRS (LAWNMO 001-346-0000-4300	78.01 62.74 55.00 Total : 195.75
224017	9/7/2021	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-18	12145	RESERVOIR RECONSTRUCTION-JULY 010-385-0716-4600	862.00 Total : 862.00
224018	9/7/2021	101795 KOSMONT & ASSOCIATES	18-0099-031	12287	REAL ESTATE ADVISORY SERVICES 001-151-0000-4270	2,347.80

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224018	9/7/2021	101795 KOSMONT & ASSOCIATES	(Continued) 18-0099-032 18-099-030	12287 12287	REAL ESTATE ADVISORY SERVICES 001-151-0000-4270 REAL ESTATE ADVISORY SERVICES 001-151-0000-4270	1,844.70 1,649.70 Total : 5,842.20
224019	9/7/2021	101990 L.A. COUNTY METROPOLITAN	6014608		TAP CARDS-JULY 2021 007-440-0441-4260	120.00 Total : 120.00
224020	9/7/2021	102007 L.A. COUNTY SHERIFFS DEPT.	220062VC	12484	INMATE MEALS-JULY 2021 001-225-0000-4350	770.86 Total : 770.86
224021	9/7/2021	101971 L.A. MUNICIPAL SERVICES	004-750-1000 004-750-1000 494-750-1000 500-750-1000 594-750-1000 594-750-1000 657-750-1000 657-750-1000 657-750-1000-FY22 694-750-1000 757-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210 ELECTRIC-13003 BORDEN 070-384-0000-4210 WATER-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-13655 FOOTHILL 070-384-0000-4210 ELECTRIC-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-14060 SAYRE ST 070-384-0000-4210 ELECTRIC-14060 SAYRE 070-384-0000-4210 ELECTRIC-14060 SAYRE 070-384-0000-4210 ELECTRIC & WATER-13180 DRONFIELD 070-384-0000-4210 WATER-14060 SAYRE 070-384-0000-4210	281.66 151.27 118.92 171.39 6,617.59 6,245.75 13,966.35 19,591.58 9,795.79 11,747.79 91.24

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224021	9/7/2021	101971 101971 L.A. MUNICIPAL SERVICES	(Continued)			Total : 68,779.33
224022	9/7/2021	101852 LARRY & JOE'S PLUMBING	2193063-0001-02		REPAIR TOILETS @ LAS PALMAS PARK 043-390-0000-4300	79.81 Total : 79.81
224023	9/7/2021	101920 LIEBERT CASSIDY WHITMORE	200336 200891 200892 200893		LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270	1,443.00 888.00 696.00 Total : 4,970.00
224024	9/7/2021	102003 LOS ANGELES COUNTY	RE-PW-21081600312 RE-PW-21081600331	12331 12331	INDUSTRIAL WASTE CHARGES 072-360-0000-4450 INDUSTRIAL WASTE CHARGES-JUNE 2 072-360-0000-4450	853.77 2,543.27 Total : 3,397.04
224025	9/7/2021	892477 LOWES	1648 16492 1838		WALL MOUNT 043-390-0000-4300 WALL MOUNT RETURNED 043-390-0000-4300 MISC SUPPLIES 043-390-0000-4300	62.40 -62.40 172.30 Total : 172.30
224026	9/7/2021	102051 M & M LANDSCAPE	7145	12353	LANDSCAPE MAINT. AT ALL WELL SITE 070-384-0000-4260	400.00 Total : 400.00
224027	9/7/2021	888468 MAJOR METROPOLITAN SECURITY	1102670 1102671	12486 12486	JULY-ALARM MONITORING AT ALL CITY 043-390-0000-4260 JULY-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00 15.00

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224027	9/7/2021	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1102672	12486	JULY-ALARM MONITORING AT ALL CITY 043-390-0000-4260	25.00
			1102673	12486	JULY-ALARM MONITORING AT ALL CITY 043-390-0000-4260	25.00
			1102674	12486	JULY-ALARM MONITORING AT ALL CITY 043-390-0000-4260	25.00
			1102675	12486	JULY-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1102676	12486	JULY-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1102677	12486	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1102678	12486	JULY-ALARM MONITORING AT ALL CITY 043-390-0000-4260	25.00
			1102679	12486	JULY-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1102680	12486	JULY-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1102681	12486	JULY-ALARM MONITORING AT ALL CITY 070-384-0000-4260	23.00
			1102682	12486	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1102683	12486	JULY-ALARM MONITORING AT ALL CITY 070-384-0000-4260	23.00
			1102684	12486	JULY-ALARM MONITORING AT ALL CITY 070-384-0000-4260	23.00
			1103038	12486	AUG-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1103039	12486	AUG-ALARM MONITORING AT ALL CITY 043-390-0000-4260	25.00
			1103040	12486	AUG-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1103041	12486	AUG-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1103042	12486	AUG-ALARM MONITORING AT ALL CITY 043-390-0000-4260	25.00

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224027	9/7/2021	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1103043		AUG-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1103044	12486	AUG-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1103045	12486	AUG-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1103046	12486	AUG-ALARM MONITORING AT ALL CITY 043-390-0000-4260	25.00
			1103047	12486	AUG-ALARM MONITORING AT ALL CITY 043-390-0000-4260	15.00
			1103048	12486	AUG-ALARM MONITORING AT ALL CITY 043-390-0000-4260	25.00
			1103049	12486	AUG-ALARM MONITORING AT ALL CITY 070-384-0000-4260	23.00
			1103050	12486	AUG-ALARM MONITORING AT ALL CITY 070-384-0000-4260	23.00
			1103051	12486	AUG-ALARM MONITORING AT ALL CITY 070-384-0000-4260	23.00
			1103052	12486	AUG-ALARM MONITORING AT ALL CITY 070-384-0000-4260	23.00
			1103406	12486	SEPT-ALARM MONITORING AT ALL CIT 043-390-0000-4260	25.00
			1103407	12486	SEPT-ALARM MONITORING AT ALL CIT 043-390-0000-4260	15.00
			1103408	12486	SEPT-ALARM MONITORING AT ALL CIT 043-390-0000-4260	15.00
			1103409	12486	SEPT-ALARM MONITORING AT ALL CIT 043-390-0000-4260	15.00
			1103410	12486	SEPT-ALARM MONITORING AT ALL CIT 043-390-0000-4260	15.00
			1103411	12486	SEPT-ALARM MONITORING AT ALL CIT 043-390-0000-4260	25.00
			1103412	12486	SEPT-ALARM MONITORING AT ALL CIT 043-390-0000-4260	15.00
			1103413	12486	SEPT-ALARM MONITORING AT ALL CIT 043-390-0000-4260	25.00

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224027	9/7/2021	888468 MAJOR METROPOLITAN SECURITY	(Continued) 1103414		SEPT-ALARM MONITORING AT ALL CIT 043-390-0000-4260	15.00
			1103415	12486	SEPT-ALARM MONITORING AT ALL CIT 043-390-0000-4260	15.00
			1103416	12486	SEPT-ALARM MONITORING AT ALL CIT 043-390-0000-4260	25.00
			1103417	12486	SEPT-ALARM MONITORING AT ALL CIT 070-384-0000-4260	28.00
			1103418	12486	SEPT-ALARM MONITORING AT ALL CIT 070-384-0000-4260	23.00
			1103419	12486	SEPT-ALARM MONITORING AT ALL CIT 070-384-0000-4260	28.00
			1103420	12486	SEPT-ALARM MONITORING AT ALL CIT 070-384-0000-4260	28.00
					Total :	906.00
224028	9/7/2021	893898 MATA, JUAN	NONPO		PARTIAL REFUND-LIVESCAN NOT PRO 001-3720-0000	25.00
					004-2386	59.00
					Total :	84.00
224029	9/7/2021	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	36.51
					Total :	36.51
224030	9/7/2021	893200 MCKESSON MEDICAL-SURGICAL	18437247		MEDICAL SUPPLIES 001-225-0000-4350	15.84
			18437490		MEDICAL SUPPLIES 001-225-0000-4350	8.56
			18438128		MEDICAL SUPPLIES 001-225-0000-4350	5.42
					Total :	29.82
224031	9/7/2021	891054 MEJIA PENA, YVONNE	AUG 2021		COMMISSOINER'S STIPEND 001-150-0000-4111	75.00
			JUNE 2021		COMMISSOINER'S STIPEND	

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224031	9/7/2021	891054 MEJIA PENA, YVONNE	(Continued)		001-150-0000-4111	75.00
					Total :	150.00
224032	9/7/2021	893892 MENEZ, MARIA	822857		BRIGHT BEGINNINGS REFUND 017-3770-1342	129.00
					Total :	129.00
224033	9/7/2021	892140 MICHAEL BAKER	1124039	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0182-4260	1,680.00
					Total :	1,680.00
224034	9/7/2021	102226 MISSION LINEN SUPPLY	515274912	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	94.43
			515302033	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	128.89
			515322020	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	93.99
			515346233	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	95.77
			515370548	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	126.88
			515389354	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	95.77
					Total :	635.73
224035	9/7/2021	893803 MORAN, IVAN	REIMB.		MILEAGE REIMB- 10 WEEK COURSE-B. 001-225-3688-4360	1,869.28
					Total :	1,869.28
224036	9/7/2021	892535 MORAN, YOVANNI	0320-0403		FAMILY WELLNESS CHALLENGE WORK 017-420-1395-4260	150.00
			05/08-06/19		YOGA INSTRUCTOR 017-420-1395-4260	130.00
					Total :	280.00
224037	9/7/2021	102325 NAPA AUTO PARTS	5478-068281		VEHICLE MAINT-PK4626	

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224037	9/7/2021	102325 NAPA AUTO PARTS	(Continued)		041-320-0390-4400	105.82
			5478-068949		VEHICLE MAINT-ME9503 041-320-0320-4400	66.12
			5478-069010		VEHICLE MAINT-PD5563 041-320-0225-4400	65.03
			5478-069011		VEHICLE MAINT-ME9503 041-320-0320-4400	123.45
			5478-069140		VEHICLE MAINT-PD3286 041-320-0228-4400	13.22
					Total :	373.64
224038	9/7/2021	102311 NATIONAL ASSOCIATION OF LATINO	2792		FY21/22-ANNUAL MEMBERSHIP FEE 001-101-0101-4380	100.00
					Total :	100.00
224039	9/7/2021	102423 OCCU-MED, INC.	0821901		PRE-EMPLOYMENT PHYSICAL 001-106-0000-4260	302.00
					Total :	302.00
224040	9/7/2021	102432 OFFICE DEPOT	171081844001		OFFICE SUPPLIES 001-105-0000-4300	16.53
			177325157001		OFFICE SUPPLIES 001-222-0000-4300	285.70
			177910151001		OFFICE SUPPLIES 001-222-0000-4300	110.19
			178115781001		OFFICE SUPPLIES 001-222-0000-4300	65.19
			182122341001		OFFICE SUPPLIES 001-222-0000-4300	85.98
			182468582001		OFFICE SUPPLIES 001-105-0000-4300	-16.53
			184129230001		OFFICE SUPPLIES 070-381-0000-4300	468.51
			184333181001		OFFICE SUPPLIES 001-222-0000-4300	13.44
			184333763001		OFFICE SUPPLIES	

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224040	9/7/2021	102432 OFFICE DEPOT	(Continued)			
			185052479001		001-222-0000-4300 OFFICE SUPPLIES	87.33
			186690789001		001-222-0000-4300 OFFICE SUPPLIES	-13.72
			186693467001		001-150-0000-4300 OFFICE SUPPLIES	255.02
			187193380001		001-150-0000-4300 OFFICE SUPPLIES	17.63
			188940760001		001-130-0000-4300 OFFICE SUPPLIES	373.78
			188941965001		001-222-0000-4300 OFFICE SUPPLIES	119.79
			188941968001		001-222-0000-4300 OFFICE SUPPLIES	29.28
			189180829001		001-222-0000-4300 OFFICE SUPPLIES	9.58
			189181640001		001-222-0000-4300 OFFICE SUPPLIES	10.67
			2510377888		001-222-0000-4300 OFFICE SUPPLIES	95.43
			2514385679		001-422-0000-4300 OFFICE SUPPLIES	67.27
			2515196505		001-222-0000-4300 OFFICE SUPPLIES	62.85
					001-222-0000-4300	58.14
					Total :	2,202.06
224041	9/7/2021	892572 OLIVAREZ MADRUGA	15512		LEGAL SERVICES-JUNE 2021 001-110-0000-4270	21.00
			15513		LEGAL SERVICES-JUNE 2021 001-110-0000-4270	1,575.00
			15514		LEGAL SERVICES-JUNE 2021 001-110-0000-4270	14,133.24
			15515		LEGAL SERVICES-JUNE 2021 001-110-0000-4270	462.00
			15516		LEGAL SERVICES-JUNE 2021	

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224041	9/7/2021	892572 OLIVAREZ MADRUGA	(Continued)			
					001-110-3689-4270	168.00
					Total :	16,359.24
224042	9/7/2021	893116 PACHECO, HECTOR	AUG 2021		COMMISSOINER'S STIPEND 001-150-0000-4111	75.00
			JUNE 2021		COMMISSOINER'S STIPEND 001-150-0000-4111	75.00
					Total :	150.00
224043	9/7/2021	893896 PENA, CRISTAL	822794		BRIGHT BEGINNINGS REFUND 017-3770-1342	60.00
			822795		BRIGHT BEGINNINGS REFUND 017-3770-1342	60.00
			822796		BRIGHT BEGINNINGS REFUND 017-3770-1342	60.00
					Total :	180.00
224044	9/7/2021	891527 PEREZ, MARVIN	AUG 2021		COMMISSOINER'S STIPEND 001-150-0000-4111	75.00
					Total :	75.00
224045	9/7/2021	890994 PONCE, JOE	AUG2021		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
224046	9/7/2021	888789 PRO FORCE LAW ENFORCEMENT	457576		LESS LETHAL AMMUNITION	
			459463	12436	001-222-0000-4300 TASERS	2,188.46
				12499	001-225-0000-4300	14,924.93
					Total :	17,113.39
224047	9/7/2021	890004 PTS	2072109		PD PAY PHONE-SEPT 2021 001-190-0000-4220	65.64
					Total :	65.64
224048	9/7/2021	893671 R & S MUFFLERS	129		VEHICLE MAINT-WA997 070-382-0000-4400	250.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224048	9/7/2021	893671 R & S MUFFLERS	(Continued) 133		VEHICLE MAINT-WA0172 070-383-0000-4400	150.00
			134		VEHICLE MAINT-PW0083 041-320-0370-4400	250.00
					Total :	650.00
224049	9/7/2021	893895 RAMERIZ, LORENA	822797		SOCCER REFUND 017-3770-1332	55.00
			822798		BASKETBALL REFUND 017-3770-1328	55.00
					Total :	110.00
224050	9/7/2021	102803 RED WING SHOE STORE	216-1-105960		SAFETY BOOTS 043-390-0000-4310	200.08
			223-72-8527188		SAFETY BOOTS 043-390-0000-4310	229.57
			233-72-8527187		SAFETY BOOTS 043-390-0000-4310	178.05
			233-72-8527191		SAFETY BOOTS 001-310-0000-4310	89.00
			233-72-8527192		SAFETY BOOTS 001-310-0000-4310	84.32
			233-72-8527243		SAFETY BOOTS 043-390-0000-4310	201.48
			284-1-74527		SAFETY BOOTS 070-383-0000-4310	223.37
			284-1-75010		SAFETY BOOTS 070-384-0000-4310	148.91
					Total :	1,354.78
224051	9/7/2021	893774 RJS WORK BOOTS LLC	101-12860		SAFETY BOOTS 072-360-0000-4310	202.58
					Total :	202.58
224052	9/7/2021	102988 SAFETY-KLEEN SYSTEMS INC.	86693972		WASTE OIL FILTER COLLECTION DRUM 072-360-0000-4260	173.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224052	9/7/2021	102988 102988 SAFETY-KLEEN SYSTEMS INC.	(Continued)			Total : 173.71
224053	9/7/2021	103057 SAN FERNANDO VALLEY SUN	11217		FIRST READING ORD NO. 1702 PLANNI 001-115-0000-4230	65.63
			11235		NIB INFILTRATION PROJECT 001-115-0000-4230	343.75
			11236		RFP CDBG PROJECT IMPLEMENTATIO 001-115-0000-4230	187.50
			11237		2ND READING ORD NO 1702 PLANNIN 001-115-0000-4230	90.63
					Total :	687.51
224054	9/7/2021	889417 SAN GABRIEL VALLEY COUNCIL	SGV-ULAR-22-11	12500	SGVCG ADMINISTRATION & COST SHA 001-310-0000-4270	8,634.00
					Total :	8,634.00
224055	9/7/2021	893444 SHAFER, MARIA	SF-011	12501	TRANSCRIPTION SERVS. FOR PREPAF 001-115-0000-4260	1,848.75
					Total :	1,848.75
224056	9/7/2021	893891 SILVA, ROGER	822732		BASKETBALL REFUND 017-3770-1328	55.00
					Total :	55.00
224057	9/7/2021	103184 SMART & FINAL	0011		CLEANING SUPPLIES FOR LOPEZ ADO 001-424-0000-4300	102.21
			0084		WATER FOR BINGO NIGHT 004-2346	11.19
			0150		COFFEE CREAMER 001-222-0000-4300	23.05
			0178		MISC SUPPLIES 001-222-0000-4300	88.96
					Total :	225.41
224058	9/7/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	700224888278		ELECTRIC - 801 EIGHTH 043-390-0000-4210	19.61
			700301226571		ELECTRIC - 1117 SECOND 043-390-0000-4210	17.17

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224058	9/7/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued) 700577150347		ELECTRIC - 190 PARK 027-344-0000-4210	819.96
			8001361656		ELECTRIC-MACLAY/SFRD-METER FOR 030-341-0000-4210	66.01
			8004643373		ELECTRIC - 910 FIRST 043-390-0000-4210	11,322.50
					Total :	12,245.25
224059	9/7/2021	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	523758	12459	DOJ LIVESCAN FINGERPRINTING 004-2386	3,167.00
					Total :	3,167.00
224060	9/7/2021	893463 STEP SAVER	CA1367729	12446	NSF CERTIFIED BULK SALT FOR THE II 070-384-0000-4300	1,219.54
					Total :	1,219.54
224061	9/7/2021	892310 SWANK MOTION PICTURES	BO 1824978		LICENSING-OUTDOOR MOVIE NIGHTS 001-424-0000-4260	375.00
					Total :	375.00
224062	9/7/2021	893889 THE COUNSELING TEAM INTL	79562		RGSTR-PEER SUPPORT COURSE ON 001-225-0000-4360	299.00
					Total :	299.00
224063	9/7/2021	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST 043-390-0000-4210	97.53
			088-520-6400-8		GAS-117 MACNEIL 043-390-0000-4210	141.99
					Total :	239.52
224064	9/7/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	072621		FINANCE CHARGES 070-384-0000-4300	202.39
			4104007		KNEE PAD & SMALL TOOLS 001-311-0000-4300	175.69
			6124938		SUPPLIES FOR MALL AREA CLEANING 030-341-0000-4300	61.61

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224064	9/7/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued) 6704808		REPAIR HATCH FOR RES#5 INSTALLIN 070-384-0000-4310	703.17
			705271		MISC SUPPLIES 041-320-0000-4300	85.22
			7370960		TOOL CHEST FOR TRUCK - ME9503 041-320-0320-4400	98.12
					Total :	1,326.20
224065	9/7/2021	103903 TIME WARNER CABLE	0010369081821		CABLE SERVICE 001-222-0000-4260	224.64
			0283057080521		LAS PALMAS CABLE SERVICE 8/05-9/0 001-420-0000-4260	227.67
			10328080521		CABLE - 08/05-09/04 001-190-0000-4220	139.70
					Total :	592.01
224066	9/7/2021	103413 TRANS UNION LLC	07104728		CREDIT CHECKS 001-222-0000-4260	85.00
					Total :	85.00
224067	9/7/2021	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		POSTAGE MACHINE REIMB 001-190-0000-4280	1,500.00
					Total :	1,500.00
224068	9/7/2021	893746 UNISHIELD	INV-106751		SAFETY SUPPLIES 070-384-0000-4300	309.25
					Total :	309.25
224069	9/7/2021	103439 UPS	831954321		COURIER SERVICES 001-190-0000-4280	165.00
					Total :	165.00
224070	9/7/2021	892612 URBAN FUTURES, INC	CD20211071		DISCLOSURE ANNUAL REPORTS-FY20 012-190-0000-4265	1,028.31
					Total :	1,028.31
224071	9/7/2021	893647 VALEO NETWORKS	16667		JULY'21-INFORMATION TECHNOLOGY	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224071	9/7/2021	893647 VALEO NETWORKS	(Continued)	12492	001-135-0000-4270	10,083.00
						Total :
						10,083.00
224072	9/7/2021	891220 VAN LANT & FANKHANEL, LLP	080521	12502	CITY'S ANNUAL AUDIT SERVICES	9,375.00
						1,562.50
						1,562.50
						Total :
						12,500.00
224073	9/7/2021	889644 VERIZON BUSINESS	74936219		CITY HALL LONG DISTANCE	55.06
						16.52
						27.80
						128.20
						11.02
						16.79
						5.82
						60.56
						Total :
						321.77
224074	9/7/2021	892081 VERIZON BUSINESS SERVICES	71923611		JULY-MPLS PORT ACCESS & ROUTER	1,049.21
						Total :
						1,049.21
224075	9/7/2021	889627 VERIZON CONFERENCING	Z7714865		CONFERENCE CALLS-JULY 2021	4.68
						Total :
						4.68
224076	9/7/2021	100101 VERIZON WIRELESS-LA	9885902912		VARIOUS CELL PHONE PLANS	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224076	9/7/2021	100101 VERIZON WIRELESS-LA	(Continued)		072-360-0000-4220	50.38
						50.38
						41.10
						55.70
						Total :
						197.56
224077	9/7/2021	893894 VILLEGAS, URIBE	822853		BASKETBALL REFUND	45.00
						Total :
						45.00
224078	9/7/2021	892023 WINDSTREAM	73964241		PHONE SERVICES-08/18/21-09/17/21	681.53
						465.12
						541.65
						1,377.72
						Total :
						3,066.02
224079	9/7/2021	889467 YOUNGBLOOD & ASSOCIATES	1549A	12460	POLYGRAPH EXAMS	300.00
						Total :
						300.00
224080	9/7/2021	893870 ZEPEDA, JORGE	REIMB.		MILEAGE REIMB-WORK RELATED	22.85
						22.85
						Total :
						22.85
121 Vouchers for bank code :					bank3	Bank total :
121 Vouchers in this report						810,896.87
						Total vouchers :
						810,896.87

Voucher Registers are not final until approved by Council.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
223845	8/16/2021	100805 COOPER HARDWARE INC.	119181		MISC SUPPLIES FOR PUBLIC WORKS (
			J90547	12277	041-320-0000-4320	4.65	
					CREDIT-OVERPAYMENT		
					001-311-0000-4300	-0.10	
					Total :	4.55	
1 Vouchers for bank code : bank3						Bank total :	4.55
1 Vouchers in this report						Total vouchers :	4.55

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
223846	8/16/2021	892297 PUKUU CULTURAL COMMUNITY	10		APRIL-PROF SERVS AGREEMENT YOU		
				12135	110-422-3649-4270	28,816.74	
			11		MAY-PROF SERVS AGREEMENT YOUTI		
				12135	110-422-3649-4270	22,101.89	
			12		JUNE-PROF SERVS AGREEMENT YOU'		
				12135	110-422-3649-4270	32,563.67	
					Total :	83,482.30	
1 Vouchers for bank code : bank3						Bank total :	83,482.30
1 Vouchers in this report						Total vouchers :	83,482.30

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223848	8/16/2021	893115 P.E.R.S. CITY RETIREMENT	100000016454313		EMPL CONTRIB VARIANCE-07/03-07/16	
					018-222-0000-4124	230.15
					018-224-0000-4124	172.61
					018-225-0000-4124	2,474.12
					Total :	2,876.88

1 Vouchers for bank code : bank3

Bank total : 2,876.88

1 Vouchers in this report

Total vouchers : 2,876.88

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223853	9/1/2021	100286 BAKER, BEVERLY	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
						Total :
						168.56
223854	9/1/2021	100916 DEIBEL, PAUL	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
						Total :
						238.25
223855	9/1/2021	891041 GARCIA, CONNIE	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
						Total :
						181.48
223856	9/1/2021	101781 KISHITA, ROBERT	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
						Total :
						181.48
223857	9/1/2021	102126 MARTINEZ, MIGUEL	21-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	526.84
						Total :
						526.84
223858	9/1/2021	891031 ORTEGA, JIMMIE	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
						Total :
						238.25
223859	9/1/2021	891032 OTREMBA, EUGENE	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
						Total :
						619.50
223860	9/1/2021	891354 RAMIREZ, ROSALINDA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
						Total :
						181.48
223861	9/1/2021	102940 RUIZ, RONALD	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
						Total :
						691.88
223862	9/1/2021	892782 TIGHE, DONNA	21-Sep		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223862	9/1/2021	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
223863	9/1/2021	100042 ABDALLAH, ALBERT	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,321.98
						Total : 1,321.98
223864	9/1/2021	100091 AGORICHAS, JOHN	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	206.97
						Total : 206.97
223865	9/1/2021	891039 AGUILAR, JESUS	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	505.96
						Total : 505.96
223866	9/1/2021	100104 ALBA, ANTHONY	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
						Total : 619.50
223867	9/1/2021	891011 APODACA-GRASS, ROBERTA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
						Total : 238.25
223868	9/1/2021	100260 AVILA, FRANK	21-Sep		CALPERS HEALTH REIMB 041-180-0000-4127	1,196.68
						Total : 1,196.68
223869	9/1/2021	100306 BARNARD, LARRY	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
						Total : 879.00
223870	9/1/2021	100346 BELDEN, KENNETH M.	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,183.00
						Total : 1,183.00
223871	9/1/2021	892233 BUZZELL, CAROL	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
						Total : 168.56
223872	9/1/2021	891350 CALZADA, FRANK	21-Sep		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223872	9/1/2021	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	480.12
						Total : 480.12
223873	9/1/2021	100642 CASTRO, RICO	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,929.14
						Total : 1,929.14
223874	9/1/2021	103816 CHAVEZ, ELENA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
						Total : 691.88
223875	9/1/2021	100752 COLELLI, CHRISTIAN	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58
						Total : 1,598.58
223876	9/1/2021	891014 CREEKMORE, CASIMIRA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
						Total : 238.25
223877	9/1/2021	893711 DAVIS, JAMES	21-Sep		CALPERS HEALTH REIMB 072-180-0000-4127	1,734.92
						Total : 1,734.92
223878	9/1/2021	891016 DEATON, MARK	21-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	617.17
						Total : 617.17
223879	9/1/2021	100913 DECKER, CATHERINE	21-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	619.50
						Total : 619.50
223880	9/1/2021	100925 DELGADO, RALPH	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	480.12
						Total : 480.12
223881	9/1/2021	100960 DIEDIKER, VIRGINIA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223881	9/1/2021	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 238.25
223882	9/1/2021	892102 DOSTER, DARRELL	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 Total : 619.50
223883	9/1/2021	100996 DRAKE, JOYCE	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
223884	9/1/2021	100995 DRAKE, MICHAEL	21-Sep		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	119.13 119.12 Total : 238.25
223885	9/1/2021	100997 DRAPER, CHRISTOPHER	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
223886	9/1/2021	101044 ELEY, JEFFREY	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 Total : 1,751.00
223887	9/1/2021	891040 FISHKIN, RIVIAN	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
223888	9/1/2021	101178 FLORES, ADRIAN	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 Total : 1,526.76
223889	9/1/2021	101182 FLORES, MIGUEL	21-Sep		CALPERS HEALTH REIMB 043-180-0000-4127	1,526.76 Total : 1,526.76
223890	9/1/2021	892103 GAJDOS, BETTY	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	181.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223890	9/1/2021	892103 892103 GAJDOS, BETTY	(Continued)			Total : 181.48
223891	9/1/2021	891351 GARCIA, DEBRA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	2,478.01 Total : 2,478.01
223892	9/1/2021	101318 GLASGOW, KEVIN	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
223893	9/1/2021	891020 GLASGOW, ROBERT	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 Total : 370.00
223894	9/1/2021	101409 GUERRA, LAUREN E	21-Sep		CALPERS HEALTH REIMB 072-180-0000-4127	691.88 Total : 691.88
223895	9/1/2021	891021 GUIZA, JENNIE	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
223896	9/1/2021	101415 GUTIERREZ, OSCAR	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
223897	9/1/2021	102896 GUZMAN, ROSA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 Total : 1,526.76
223898	9/1/2021	891352 HADEN, SUSANNA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	526.84 Total : 526.84
223899	9/1/2021	101440 HALCON, ERNEST	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,269.00 Total : 1,269.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223900	9/1/2021	891918 HARTWELL, BRUCE	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 619.50
223901	9/1/2021	101465 HARVEY, DAVID	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
223902	9/1/2021	101466 HARVEY, DEVERY MICHAEL	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,131.00 1,131.00
223903	9/1/2021	101471 HASBUN, NAZRI A.	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
223904	9/1/2021	891023 HATFIELD, JAMES	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 619.50
223905	9/1/2021	892104 HERNANDEZ, ALFONSO	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,423.24 1,423.24
223906	9/1/2021	891024 HOOKER, RAYMOND	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	893.07 893.07
223907	9/1/2021	893616 HOUGH, LOIS	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 168.56
223908	9/1/2021	101597 IBRAHIM, SAMIR	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
223909	9/1/2021	101694 JACOBS, ROBERT	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	879.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223909	9/1/2021	101694 JACOBS, ROBERT	(Continued)			879.00 879.00
223910	9/1/2021	892105 KAHMANN, ERIC	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	505.96 505.96
223911	9/1/2021	101786 KLOTZSCHE, STEVEN	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	889.45 889.45
223912	9/1/2021	891866 KNIGHT, DONNA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	174.48 174.48
223913	9/1/2021	892929 LEWIS, WANDA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223914	9/1/2021	891043 LIEBERMAN, LEONARD	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
223915	9/1/2021	101933 LITTLEFIELD, LESLEY	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223916	9/1/2021	102045 LLAMAS-RIVERA, MARCOS	21-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.54 1,196.54
223917	9/1/2021	102059 MACK, MARSHALL	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
223918	9/1/2021	891010 MAERTZ, ALVIN	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	491.96 491.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223919	9/1/2021	888037 MARTINEZ, ALVARO	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,484.28 1,484.28
223920	9/1/2021	102206 MILLER, WILMA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223921	9/1/2021	102212 MIRAMONTES, MONICA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
223922	9/1/2021	102232 MIURA, HOWARD	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223923	9/1/2021	892106 MONTAN, EDWARD	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 168.56
223924	9/1/2021	102365 NAVARRO, RICARDO A	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 480.12
223925	9/1/2021	102473 ORDELHEIDE, ROBERT	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	2,088.36 2,088.36
223926	9/1/2021	102483 OROZCO, ELVIRA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 168.56
223927	9/1/2021	102486 ORSINI, TODD	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	2,298.30 2,298.30
223928	9/1/2021	102569 PARKS, ROBERT	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 1,751.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223928	9/1/2021	102569 102569 PARKS, ROBERT	(Continued)			1,751.00
223929	9/1/2021	102580 PATINO, ARMANDO	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 1,751.00
223930	9/1/2021	102527 PISCITELLI, ANTHONY	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 480.12
223931	9/1/2021	891033 POLLOCK, CHRISTINE	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 370.00
223932	9/1/2021	102735 QUINONEZ, MARIA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,196.68 1,196.68
223933	9/1/2021	891034 RAMSEY, JAMES	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	865.08 865.08
223934	9/1/2021	102864 RIVETTI, DOMINICK	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
223935	9/1/2021	102936 RUELAS, MARCO	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,377.34 1,377.34
223936	9/1/2021	891044 RUSSUM, LINDA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
223937	9/1/2021	103005 SALAZAR, TONY	21-Sep		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
223938	9/1/2021	892107 SHANAHAN, MARK	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	505.96 505.96
223939	9/1/2021	891035 SHERWOOD, NINA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223940	9/1/2021	103175 SKOBIN, ROMELIA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 1,274.32
223941	9/1/2021	893677 SOLIS, MARGARITA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.98 1,177.98
223942	9/1/2021	103220 SOMERVILLE, MICHAEL	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.00 1,356.00
223943	9/1/2021	103394 TORRES, RACHEL	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223944	9/1/2021	889588 UFANO, VIRGINIA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
223945	9/1/2021	888417 VALDIVIA, LAURA	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
223946	9/1/2021	891046 VANAALST, LEONILDA	21-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	181.48 181.48
223947	9/1/2021	103550 VANICEK, JAMES	21-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.68

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223947	9/1/2021	103550 103550 VANICEK, JAMES	(Continued)			1,196.68
223948	9/1/2021	103562 VASQUEZ, JOEL	21-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	1,751.00 1,751.00
223949	9/1/2021	888562 VILLALPANDO, SEBASTIAN FRANK	21-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	851.32 851.32
223950	9/1/2021	103692 VILLALVA, FRANCISCO	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	2,027.69 2,027.69
223951	9/1/2021	891038 WAITE, CURTIS	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 1,274.32
223952	9/1/2021	103612 WALKER, MICHAEL	21-Sep		CALPERS HEALTH REIMB 027-180-0000-4127	1,526.76 1,526.76
223953	9/1/2021	103620 WARREN, DALE	21-Sep		CALPERS HEALTH REIMB 072-180-0000-4127	181.48 181.48
223954	9/1/2021	891036 WATT, DAVID	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 619.50
223955	9/1/2021	893690 WATTS, STEVE M.	21-Sep		CALPERS HEALTH REIMB 072-180-0000-4127	1,196.68 1,196.68
223956	9/1/2021	891037 WEBB, NANCY	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	865.08 865.08

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223957	9/1/2021	103643 WEDDING, JEROME	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
223958	9/1/2021	103727 WYSBEEK, DOUDE	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
223959	9/1/2021	103737 YNIGUEZ, LEONARD	21-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32
					Total :	1,274.32
97 Vouchers for bank code : bank3						Bank total : 84,187.14
97 Vouchers in this report						Total vouchers : 84,187.14

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Chair Sylvia Ballin and Board Members

From: Nick Kimball, Executive Director
By: Sonia G. Garcia, Interim Director of Finance/City Treasurer

Date: September 7, 2021

Subject: Consideration to Adopt a Resolution Approving the Warrant Register for the Successor Agency

RECOMMENDATION:

It is recommended that the Successor Agency Board of Directors adopt Resolution No. 167 (Attachment "A") approving the Warrant Register.

BACKGROUND:

1. On December 29, 2011, the California Supreme Court issued an opinion in California Redevelopment Association v. Matosantos, upholding Assembly Bill x126 (legislation dissolving redevelopment agencies) and invalidating Assembly Bill x127 (legislation permitting redevelopment agencies to continue operation if they made certain payments to the State).
2. On August 15, 2011, the City of San Fernando City Council adopted Resolution No. 7452 electing for the City to serve as the Successor Agency for the City's Redevelopment Agency upon the Agency's dissolution.
3. On February 1, 2012, as a result of the Supreme Court's decision, all redevelopment agencies in the State, including the San Fernando Redevelopment Agency, were dissolved. In addition, successor agencies were designated as successor entities to the former redevelopment agencies.
4. On February 6, 2012, the City Council, acting as the governing body of the Successor Agency to the San Fernando Redevelopment Agency, adopted Resolution No. 1 establishing rules and regulations for the operations of the Successor Agency as a new legal entity separate from the City, pursuant to Part 1.85 of Division 24 of the Health and Safety Code.

Consideration to Adopt a Resolution Approving the Warrant Register for the Successor Agency

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5. As the Successor Agency, the City is responsible for making payments to holders of enforceable obligation per the approved Recognized Obligation Payment Schedule (ROPS) for current period.
6. The current period is ROPS 21-22A, which covers payments for enforceable obligations from July 1, 2021 through December 31, 2021. All payments included on the attached warrant register are being made in accordance with the approved ROPS 21-22A.

ATTACHMENT:

- A. Resolution No. 167

RESOLUTION NO. 167

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE SAN FERNANDO REDEVELOPMENT AGENCY ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 167

THE SUCCESSOR AGENCY OF THE SAN FERNANDO REDEVELOPMENT AGENCY 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 Secretary shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 7th day of September, 2021.

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

ATTEST:

Julia Fritz, Secretary

CERTIFICATION

I, Secretary of the Successor Agency to the San Fernando Redevelopment Agency, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No.167 which was regularly introduced and adopted by the Successor Agency to the San Fernando Redevelopment Agency, at a regular meeting thereof held on the 7th day of September 2021, by the following vote of the Successor Agency to the San Fernando Redevelopment Agency:

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, Secretary

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CITY OF SAN FERNANDO

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Bank code : bank2

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
10185	9/7/2021	103820 CITY OF SAN FERNANDO AS THE	ROPS 21-22A		REPAYMENT OF HOUSING FUND LOAN 098-2094	254,127.00	
Total :						254,127.00	
1 Vouchers for bank code :		bank2				Bank total :	254,127.00
1 Vouchers in this report					Total vouchers :	254,127.00	

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: Michael E. Okafor, Personnel Manager

Date: September 7, 2021

Subject: Consideration to Approve a Memorandum of Understanding Side Letter Agreement between the City and San Fernando Public Employees Association/ Service Employees International Union Local 721 and Adopt Related Resolutions

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the proposed Memorandum of Understanding (MOU) Side Letter Agreement (Attachment “A” – Contract No. 1887(c)) between the City of San Fernando and the San Fernando Public Employees Association (SFPEA)/ Service Employees International Union Local 721 (SEIU 721) implementing changes to existing job classifications, adopting new job classifications, and adjusting the salary plan related to certain positions in various departments;
- b. Adopt Resolution No. 8092 (Attachment “B”) approving new classification specifications (Exhibits “A” – “M” of Attachment “B”) for certain positions represented by SFPEA and related unrepresented positions;
- c. Adopt Resolution No. 8093 (Attachment “C”) amending the Fiscal Year (FY) 2021-2022 Salary Plan to include the appropriate salary range for various classification specifications;
- d. Adopt Resolution No. 8094 (Attachment “D”) amending the Table of Organization for FY 2021-2022 to reflect the changes identified in the MOU Side Letter Agreement; and
- e. Authorize the City Manager to make non-substantive corrections and execute the MOU Side Letter Agreement and all related documents.

Consideration to Approve a Memorandum of Understanding Side Letter Agreement between the City and the San Fernando Public Employees Association/SEIU Local 721 and Adopt Related Resolutions

Page 2 of 4

BACKGROUND:

1. On October 5, 2015, the City Council approved a contract with Reward Strategy Group (RSG) (Contract No. 1797) to perform a Classification and Compensation Study of 65 job classifications in the City.
2. On March 28, 2016, RSG completed their study, which included positions in the Public Works Water Division, and recommended that the City address certain market based salary adjustments, as well as new requirements by the State of California Department of Water Resources with respect to specialized licenses and certifications.
3. On April 20, 2020, the City Council received a presentation from staff regarding the FY 2020-2021 Citywide Strategic Goals and City Council priorities. As part of the presentation, staff identified and estimated \$1.5 - \$2.0 million revenue shortfall for that budget year due to COVID-19 economic impacts. The City Council approved an Ad Hoc Committee (Fajardo, Pacheco) to work with staff to identify solutions to address the shortfall.
4. On June 1, 2020, despite including a 10% reduction in Department operating costs and deferral of internal transfers and internal debt payments, the FY 2020-2021 Proposed Budget included a General Fund budget deficit of approximately \$800,000 due to loss of revenue from COVID-19 economic impacts.
5. In June 2020, staff notified all bargaining units representing non-sworn employees, including the SFPEA represented by the SEIU 721, that the City Council was interested in offering a retirement incentive through CalPERS as a cost saving measure. The Retirement Incentive Program provides eligible employees two years of service credit in exchange for retiring and voluntarily separating from employment prior to a date certain. The City must permanently unfill the position being vacated to recognize cost savings.
6. Throughout June, July and August 2020, staff met with all affected bargaining units to identify eligible employees, determine interest in participating in the program, discuss the service impacts of losing certain positions, and propose opportunities to minimize those impacts.
7. On August 3, 2020, the City Council adopted an Urgency Ordinance and Certification of Final Action of Governing Body, thus completing the final action needed to amend the City's contract with CalPERS, and to provide the two-year additional service credit to eligible employees. The Amendment became effective on August 5, 2020.
8. On August 17, 2020, the City Council approved a Letter of Agreement with SFPEA (Contract No. 1962) agreeing to terms and conditions related to the Retirement Incentive Program and agreeing to meet and confer to resolve the impacts of the Program. Both parties also agreed

Consideration to Approve a Memorandum of Understanding Side Letter Agreement between the City and the San Fernando Public Employees Association/SEIU Local 721 and Adopt Related Resolutions

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to re-open negotiations in 2021 to address the recommendations from the 2016 Classification and Compensation Study.

9. From August 17, 2020 through November 20, 2020, twelve (12) eligible employees took advantage of the two-year additional service credit, and retired.
10. On October 19, 2020, the City Council approved a Side Letter of Agreement (Contract No. 1969) implementing changes to existing job classifications, adopting new job classifications, and adjusting the salary plan related to position duties and responsibilities directly impacted by the Retirement Incentive Program..
11. In December 2020, the City provided a proposal to SFPEA to address the recommendations from the 2016 Classification and Compensation Study with respect to the Public Works Water Division job classifications.
12. From January 2021 through August 2021, staff met and conferred with SFPEA to discuss the City's proposal as well as implement the remaining recommendations from the 2016 Classification and Compensation Study.

ANALYSIS:

After the implementation of the retirement incentive program, as well as the reclassification of certain job classifications in October 2020, staff saw the need for additional adjustments to resolve the impacts of the retirement program on existing job classifications. In addition, pursuant to the recommendations from the 2016 Classification and Compensation City-wide Study, there was a need to address the issue of the specialized licenses and certifications in the Public Works Water Division in order to meet the requirements of the State of California Department of Water Resources, and most importantly, maintain operation of the City's groundwater system.

In light of the above, the City and SFPEA held several meetings between January and August 2021, and have agreed to reclassify certain positions allocated to the Water Division to recognize the specialized licenses and certifications required by the State of California Department of Water Resources. Additionally, the City and SFPEA have agreed to update job specifications and salary ranges for certain classifications in various departments to reflect current responsibilities and job market forces to fully implement the 2016 Classification and Compensation Study for positions represented by SFPEA.

Staff has also identified and addressed compaction issues that have impacted certain unrepresented, confidential job classifications, including the Executive Assistant to the City

Consideration to Approve a Memorandum of Understanding Side Letter Agreement between the City and the San Fernando Public Employees Association/SEIU Local 721 and Adopt Related Resolutions

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Manager, Personnel Technician and Payroll Technician. All the changes are reflected in the proposed salary plan amendment (Attachment "C").

BUDGET IMPACT:

The estimated total cost of the proposed reclassifications is approximately \$102,000. About 45% of the total cost is for the adjusted Water Division job classifications, while 55% is for the other job classifications in the other divisions in Public Works, as well as various City departments. The budget impact will be absorbed by savings from the current vacant positions that have been appropriated in the adopted FY 2021-2022 Budget and will be included in future budget years.

CONCLUSION:

Staff recommends that the City Council approve the MOU Side Letter Agreement with SFPEA, and adopt all related resolutions to implement changes to existing job classifications; adopt new job classifications, and amend the salary plan accordingly to ensure that critical duties and responsibilities continue to be performed while equitably compensating impacted employees for the additional duties and responsibilities.

ATTACHMENTS:

- A. Contract No. 1887(c)
- B. Resolution No. 8092 with Exhibits "A" through "M"
- C. Resolution No. 8093 - Salary Plan
- D. Resolution No. 8094 - Table of Organization

MOU SIDE LETTER AGREEMENT

BETWEEN

CITY OF SAN FERNANDO

AND

**SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION/
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

This MOU Side Letter Agreement between the City of San Fernando ("City") and the San Fernando Public Employees Association/Service Employees International Union, Local 721 ("SFPEA/SEIU Local 721") (collectively "Parties") is entered into with respect to the following:

WHEREAS, the City and SFPEA/SEIU Local 721 negotiated a Memorandum of Understanding ("MOU") for the period of July 1, 2017 through June 30, 2022; and

WHEREAS, the City identified a need to reclassify certain positions in the Public Works Department that are allocated to the Water Division to recognize the specialized licenses and certifications required by the State of California Department of Water Resources to continue to operate the City's groundwater system; and

WHEREAS, the City identified a need to update the job specifications for certain classifications represented by SFPEA/SEIU Local 721 to reflect current responsibilities based on the Classification and Compensation study prepared by the City in 2016; and

WHEREAS, the Parties have met and conferred regarding the terms of this MOU Side Letter Agreement to the Parties' 2017-2022 MOU; and

WHEREAS, the Parties have determined to memorialize their agreement by this MOU Side Letter Agreement;

NOW THEREFORE, the Parties, having had the opportunity to meet and confer, agree as follows:

1. SFPEA/SEIU Local 721 agrees and accepts the Water Division Job Descriptions for the following classifications:
 - a. Water Superintendent
 - b. Water Systems Supervisor
 - c. Senior Water Worker

- d. Water Worker I/II
 - e. Senior Water System Operator
 - f. Cross Connection Specialist
2. The City shall place the new Water classifications at the following Salary Ranges:
- a. Water Superintendent: Salary Range 113G
 - b. Water System Supervisor: Salary Range 95G
 - c. Senior Water Worker: Salary Range 81G
 - d. Water Worker I/II: Salary Range 72G/76G
 - e. Senior Water System Operator: Salary Range 84G
 - f. Cross Connection Specialist: Salary Range 83G
3. Affected employees will not be reclassified per Section 1, until they have received the minimum requirements for the Water positions.
- a. Affected employees shall have 18 months from the date of Council adoption of this MOU Side Letter to receive the necessary certifications to meet the minimum requirements for the applicable Water classification.
 - b. Those classifications that are being reclassified per this MOU Side Letter Agreement shall be eliminated no later than 18 months after adoption of this MOU Side Letter Agreement.
 - c. Failure to complete the minimum requirements for the Water classification prior to the elimination of the classification will result in demotion to a lower classification for which they qualify.
4. The City shall establish a single Public Works Supervisor classification and eliminate both the Public Works Supervisor I and Public Works Supervisor II classifications.
- a. This newly established Public Works Supervisor classification will be placed at Salary Range 91G.
 - b. All employees currently occupying the Public Works Supervisor I or Public Works Supervisor II classification, except those allocated to the Water

Division and being reclassified per Section 1, shall be reclassified to Public Works Supervisor and compensated at Salary Range 91G.

5. The City shall adopt a new specification for Public Works Superintendent at a Salary Range of 109G.
6. The City shall reclassify the Senior Account Clerk classification to the Accounting Technician classification at Salary Range 73G.
7. The City shall reclassify the Finance Office Specialist classification to the Accounting Assistant classification at Salary Range 68G.
8. The City shall reclassify both the Recreation Supervisor and the Community Services Supervisor positions to Recreation & Community Services Supervisor at Salary Range 88G.
9. The City shall place the Senior Maintenance Worker at Salary Range 77G.
10. SFPEA/SEIU Local 721 agrees to the City's adoption of a revised Treasurer Assistant classification and the City shall place the Treasurer Assistant at Salary Range 70G.
11. For the remaining term of the current MOU, the City will provide Certification/ License Pay as follows:
 - a. Commercial Driver's License (CDL): 5% of base rate of pay for a Class B. 2% of base rate of pay for a Class A. Maximum of 7% for CDL Certification pay.
 - b. International Municipal Signal Association (IMSA) 1, 2 & 3: 2.5% of base rate of pay for Grade 1, with an additional 1% of base rate of pay for each additional grade. The Public Works Superintendent classification is required to hold a Grade 1 certification, therefore, is only eligible for Grades 2 and 3 Certification pay. The affected employee shall have 18 months from the date of Council adoption of this MOU Side Letter to receive the necessary certifications to meet the minimum requirements for the Public Works Superintendent classification.
 - c. California Water Environment Association (CWEA) Grades 1-4 for sewer collections systems: 2.5% of base rate of pay for Grade 1, with an additional 1% of base rate of pay for each additional grade. The Public Works Superintendent and Public Works Supervisor classifications are required to hold a Grade 1 certification, therefore, are only eligible for Grades 2, 3 and 4 Certification pay. The affected employees shall have 18 months from the date of Council adoption of this MOU Side Letter to receive the necessary

certifications to meet the minimum requirements for the Public Works Superintendent and Public Works Supervisor classifications.

- d. Engineer in Training (EIT): 5% of base rate of pay.
- e. Qualified Applicator Certification (QAC license) to inspect/monitor contractor compliance: 2.5% of base rate of pay. This pay shall be in-lieu of "Inspector Pay."
- f. ISA Aerial Lift/OSHA Aerial & Scissor Lift Certification and Training: 2.5% of base rate of pay.
- g. International Society of Arboriculture (ISA) Certified Arborist: 5% of base rate of pay.
- h. To qualify for any of the Certification/License Pays identified in subsections (a)-(g), the employee must hold the position of Public Works Superintendent, Public Works Supervisor, Public Works Senior Maintenance Worker, Public Works Maintenance Worker, Civil Engineering Assistant II, or Water classifications identified in Section 2 (a through h) of this MOU Side Letter Agreement (or equivalent, if reclassified at a future date).
- i. American Water Works Association (AWWA) Backflow Prevention Tester and Cross-Connection Control Program Specialist: 2.5% for each certification. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- j. California State Water Resources Control Board, Water Distribution System Operator Grade DIII: 2.5% of base rate of pay. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- k. California State Water Resources Control Board, Water Treatment Operator Grade TII and TIII: 2.5% per certification. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- l. CPR/First Aid Trainer: 5% of base rate of pay. This Certification/License Pay is only applicable to unit members in classifications assigned to Recreation & Community Services.
- m. Global Identification System (GIS) Certification: 5% of base rate of pay. This Certification pay is available to all unit members.

- n. Employees will be ineligible for any of the Certification/License Pays listed in subsections (a)-(g) and (i) to (m) upon expiration/termination of the license or certificate.
12. Employees receiving any of the Certification/License Pays set forth in Section 10 of this MOU Side Letter Agreement shall not be entitled to Out-of-Class Pay when performing duties authorized by their Certification/License.
 13. Unless otherwise stated in this MOU Side Letter Agreement, the reclassifications and Certification/License Pays will be effective July 31, 2021.
 14. Recruitment for any open position of Public Works Superintendent, Public Works Supervisor, Public Works Senior Maintenance Worker, and Public Works Maintenance Worker shall be conducted via an internal recruitment process for a period of 12 months from the effective date of this MOU Side Letter Agreement. If following an internal recruitment for a Maintenance Worker position, no successful candidate is identified, the City may then conduct an external recruitment.

SIGNATURE PAGE TO FOLLOW

RESOLUTION NO. 8092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO. 4144, ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF SUPPLEMENT NO. 182 THERETO

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 182 (Exhibits "A-M") covering important and essential duties, job-related and essential qualifications for the following positions and classifications:

- ACCOUNTING ASSISTANT**
- ACCOUNTING TECHNICIAN**
- CROSS CONNECTION SPECIALIST**
- PUBLIC WORKS SUPERINTENDENT**
- PUBLIC WORKS SUPERVISOR**
- RECREATION & COMMUNITY SERVICES SUPERVISOR**
- SENIOR WATER SYSTEM OPERATOR**
- SENIOR WATER WORKER**
- TREASURER ASSISTANT**
- WATER SUPERINTENDENT**
- WATER SYSTEM SUPERVISOR**
- WATER WORKER I/II**
- EXECUTIVE ASSISTANT TO THE CITY MANAGER**

Supplement No. 182 is hereby adopted and approved as the new official job classifications and definitions, prescribing important and essential duties, job-related and essential qualifications for the positions and classifications set forth above. Copies of Supplement No. 182 are now on file in the office of the City Clerk. Said Supplement No. 182 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED THIS 7th day of September, 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. 8092, 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 7th day of September 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 September 2021.

Julia Fritz, City Clerk

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
ACCOUNTING ASSISTANT	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under general supervision, performs accounting support and cashiering duties; receives, verifies and posts customer utility, parking citation, building permit and other miscellaneous fees and payments; prepares, processes, maintains and verifies accounting documents and records; prepares deposits and reconciles bank adjustments; performs administrative support duties including mail processing and ordering supplies; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

An Accounting Assistant performs a variety of in-person, over-the-phone and mail-in cashiering and related accounting support and administrative duties required to process payments and make deposits. Assigned work requires knowledge of effective customer service methods and accounting techniques and the ability to solve routine to moderately difficult problems.

This position reports directly to assigned Supervisor and takes administrative direction accordingly. Accounting Assistant is distinguished from Accounting Technician in that an incumbent in the latter class performs the more complex accounting support duties required to maintain accounting and statistical records.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Receives and processes payments for water utility bills, parking citations, permit fees and other payments by customers made in person, over the phone and by mail; prepares and issues receipts; and researches customer accounts in the accounting system to verify account numbers and total amounts due; posts payments and verifies transactions using multiple automated systems.
2. Answers questions from customers regarding accounts and payments; discusses delinquent accounts with customers; provides extensions for delinquent payments according to established policies and procedures.
3. Assists customers and processes transactions through the City's cashiering system at the Finance public counter; receives and processes payment of fees; issues receipts to customers; reconciles all incoming cash or checks received on a daily basis.

ESSENTIAL DUTIES AND RESPONSIBILITIES

4. Inputs data and prepares and processes requisitions, purchase orders and check requests; verifies the accuracy of receipts and invoices; creates spreadsheets and manages databases to track purchases; monitors and maintains inventories of office and kitchen supplies.
5. Inputs data into spreadsheets and logs; assists with tracking and posting financial and statistical data used to create fiscal records, reports and other accounting documentation, utilizing standard business software and specialized financial applications; assists in monitoring banking transactions.
6. Answers telephones and assists visitors and callers by providing a variety of information where judgment, knowledge, and interpretation of policies and procedures may be necessary.
7. Performs a variety of administrative support duties and provides assistance to other department staff, including answering and referring telephone calls, filing, and processing incoming and outgoing mail and packages.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Principles and practices of effective customer service and customer-oriented telephone etiquette.
2. Basic bookkeeping and elementary accounting practices and procedures.
3. Basic practices, documents and terminology used in processing accounting transactions and in financial recordkeeping.
4. City rules, policies, practices and procedures for cash handling, billing, collections and extensions.
5. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
6. Safety policies and safe work practices applicable to the work.
7. Records management, recordkeeping, filing and basic purchasing practices and procedures.
8. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.

ABILITY TO:

1. Quickly, efficiently and calmly handle a high volume of customer interactions on a variety of issues by telephone and in person.
2. Make accurate calculations and tabulations and review fiscal and related documents.

MINIMUM QUALIFICATIONS

3. Understand, interpret, explain and apply City ordinances, rules and procedures regarding billing rates, fees and payment policies.
4. Handle sensitive customer relations situations tactfully and effectively and defuse situations that are highly emotional and volatile.
5. Balance cash receipts and maintain accurate financial records.
6. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
7. Reach sound decisions in accordance with City policies and procedures.
8. Prepare clear and accurate reports, documents, data entries and files.
9. Communicate effectively, both orally and in writing.
10. Understand and follow written and oral instructions.
11. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and two years of progressively responsible experience in cashiering or financial recordkeeping; or an equivalent combination of training and experience. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program are required.

Ability to speak Spanish is highly preferred.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms;

PHYSICAL AND MENTAL DEMANDS

perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

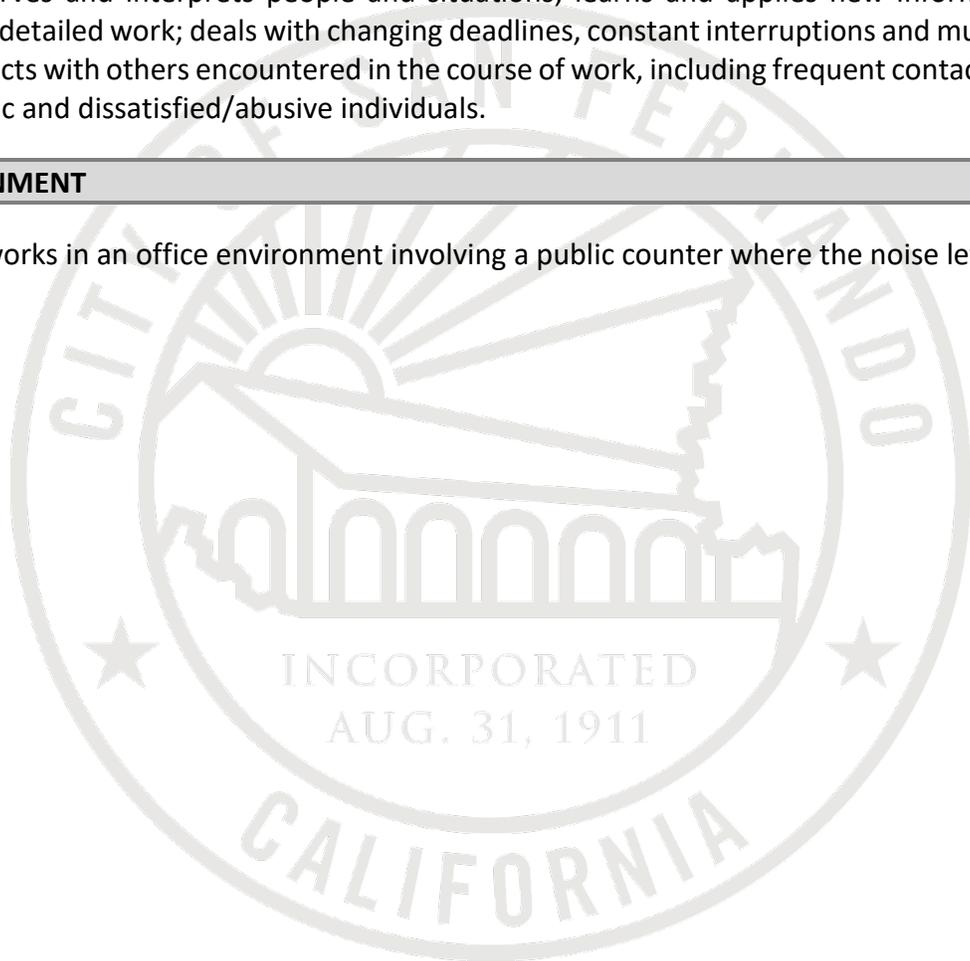
Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment involving a public counter where the noise level is usually quiet.



JOB SPECIFICATION

CLASS TITLE	ADOPTION	
ACCOUNTING TECHNICIAN	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under general supervision, performs a variety of accounting support functions including accounts payable, accounts receivable, water utility billing and general ledger posting; prepares, processes, reconciles and maintains financial and accounting documents and records; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

An Accounting Technician performs journey-level paraprofessional functions in the preparation and maintenance of the City's financial and statistical records and reports. Incumbents perform duties requiring knowledge of accounts payable, water utility billing, accounts receivable, cashiering and related accounting processes and procedures, and resolves problems related to these functions in strict adherence to City policies and procedures and sound financial management practices.

This position reports directly to the Finance Director and takes administrative direction from the Accountant.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Reviews and processes payments of vendor invoices and other accounts payable check requests; checks documents for accuracy and correct expense account numbers; obtains appropriate authorizations required by City procedures; verifies vendor addresses, resolving missing and incorrect data and any other discrepancies; inputs accurate purchase orders and invoice data into the financial system to produce payments; creates Agenda Report for City Council approval.
2. Creates and maintains vendors in database; answers questions from potential vendors, contractors and staff regarding purchasing/contracting policies and procedures; validates all legally required forms are completed and entered into the system including W-9 and certificates of insurance and bonds; validates all vendor insurance is current and meets risk management requirements.
3. Generates and analyzes detailed financial reports involving budgets, purchase orders and payment history to provide customer service to staff and vendors; sets up new files each fiscal year; ensures records are in appropriate order and assists external auditors; locates documentation for periodic audits and specific issues.

ESSENTIAL DUTIES AND RESPONSIBILITIES

4. Reconciles bank statements and credit card accounts; clears cancelled checks through the accounting system; prepares and maintains a variety of custom balance reports, work reports, tax reports and records; locates and corrects errors in order to balance.
5. Processes routine and special check runs and provides report to Treasurer; validates accuracy of payments and prepares checks for printing and mailing; prepares checks for review and signature; processes returned, voided, stop payment and reissued checks utilizing standardized processes and procedures; generates payment register and bank file for processing and filing.
6. Downloads and transfers meter read information to customer water utility system in preparation for customer billing; generates and reviews meter-reading reports and investigates exceptions, makes appropriate changes and generates water bills; reviews delinquent accounts and sends final notices; prepares work orders for shut off and restart once paid; creates service orders for meter leaks, high usage and other customer service investigations.
7. Prepares and posts accounts, services, comments and payment data to customer account records; processes auto-payment applications; assists customers with the use of available online payment services; answers questions by telephone, email and in person about utility bills; reviews consumption history; conducts research to answer customer inquiries; reviews field results; estimates and recommends billing adjustments; follows up with customers to provide information on actions taken.
8. Generates invoices/billing requests for reimbursement or payment of false alarm fees, city property damage, grants, special event reimbursement, regulatory permits and other payments through the City's financial systems and manual processes and procedures; posts payments and fee waivers.
9. Prepares routine journal entries for review and approval by the Accountant, Senior Accountant or Director of Finance; Journal entries typically relate to adjusting customer accounts, receivables, payables or deposit accounts.
10. Coordinates with staff, telephone companies, and telephone equipment maintenance vendors for the purchase, activation, installation, and service of new and replacement wired and wireless telephone lines and equipment; May place orders for repairs and changes to city-owned wired and wireless telephone equipment and service. .Assists customers and processes transactions through the City's cashiering system at the Finance public counter; receives and processes payment of fees; issues receipts to customers; reconciles all incoming cash or checks received on a daily basis.
11. Calculates and collects regular and special business license and permit fees, including swap meet licenses, for new, renewed, and amended business licenses and permits following prescribed procedures.
12. Generates and prepares financial and statistical reports through the financial/billing systems to be provided to various state agencies, regulatory bodies, and auditors requiring certain City financial records and data.
13. Answers telephones and assists visitors and callers by providing a variety of information where judgment, knowledge, and interpretation of policies and procedures may be necessary.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. City ordinances, codes, policy, procedures and practices for processing and recording accounts payable, accounts receivable and related financial transactions.
2. Operations of the City's various financial and customer billing systems.
3. Principles and practices of effective customer service and customer-oriented telephone etiquette.
4. Bookkeeping and elementary accounting practices and procedures.
5. City rules, policies, practices and procedures for cash handling, billing, collections and extensions.
6. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
7. Safety policies and safe work practices applicable to the work.
8. Records management, recordkeeping, filing and basic purchasing practices and procedures.
9. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.

ABILITY TO:

1. Prepare clear and accurate financial and statistical records and reports.
2. Make accurate calculations and tabulations and review fiscal and related documents.
3. Understand, interpret, explain and apply City ordinances, rules and procedures regarding purchase orders, billing, collections, fees and payment policies.
4. Handle sensitive customer-relations situations tactfully and effectively and defuse situations that are highly emotional and volatile.
5. Balance cash receipts and maintain accurate financial records.
6. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
7. Reach sound decisions in accordance with City policies and procedures.
8. Prepare clear and accurate reports, documents, data entries and files.
9. Communicate effectively, both orally and in writing.

MINIMUM QUALIFICATIONS

- 10. Understand and follow written and oral instructions.
- 11. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from an associate degree program in accounting or bookkeeping and at least three years of progressively responsible experience in financial or statistical recordkeeping duties; or an equivalent combination of training and experience. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program are required.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment involving a public counter where the noise level is usually quiet.

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
CROSS CONNECTION SPECIALIST	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under general supervision, performs a variety of skilled and technical tasks in the administration of the City's Cross Connection Programs; surveys the potable and recyclable water systems for possible sources of contamination or pollution to the public water supply; assists the utility in fulfilling its responsibilities/obligations under Federal and State water legislation and policy; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

A Cross Connection Specialist administers the Federal and State mandated City Cross Connection Control Program, which makes sure that 480 backflows are tested annually, 75 fire services, property inspections, City backflow testing/installations and construction meters. This position can also be a floating position between production and distribution divisions as needed. This position is funded by the City's backflow bi-monthly fee schedule.

This position requires strong technical knowledge and sound, independent judgment and initiative. Assignments are typically received in general terms, and the incumbent is expected to act with considerable independence within the framework of established policies, procedures and objectives.

This position reports directly to the Water System Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Oversees the City's Cross Connection Control Program.
2. Conducts plan reviews and site surveys to determine appropriate backflow protection at service meters.
3. Performs field inspections; tests new installations; installs, repairs, maintains and tests backflow prevention assemblies.
4. Enforces annual testing of backflow devices by users.
5. Conducts studies and prepares reports; maintains files; compiles data and daily logs of cross connection and/or water activities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

6. Performs on-site pressure/shutdown test of water user's systems.
7. Participates in consultations with regulatory agencies such as the State Department of Health, Los Angeles County Department of Health Services and other interested parties.
8. Drives on City business.
9. Oversees Construction Meter program and inventory.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Methods, materials, equipment and practices used in water works maintenance and construction.
2. The principles of identifying and controlling potential water system cross connections and pollution sources.
3. Testing procedures for all types of backflow devices.
4. Proper installation requirements for backflow devices.
5. Regulatory codes and laws relating to the operation of a water system, including but not limited Title 17 (backflow) and Title 22 (water quality).
6. Occupational hazards and safety precautions in the workplace.
7. State requirements and standards for the use of recycled water.
8. Modern office procedures, practices and equipment, including but not limited to computer equipment and supporting software.

ABILITY TO:

1. Perform backflow and recycled water surveys.
2. Work according to safety standards.
3. Prepares written reports; maintain databases and files.
4. Read and interpret blue prints and diagrams.
5. Communicate effectively both verbally and in writing.
6. Establish and maintain effective working relationships with supervisors, the public, and outside agencies.

MINIMUM QUALIFICATIONS

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent is required. Technical training or college-level coursework in water technology or a related field is desirable.

Four years of recent experience in construction or maintenance work in a public or private water utility system is required.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license is required at time of appointment, and while employed.

A valid certificate as a "Backflow Prevention Tester" issued by the California/Nevada Section of the American Water Works Association (AWWA).

Certification as a "General Backflow Prevention Device Tester" issued by the County of Los Angeles Department of Health Services is required within six months of appointment.

A valid D-2 Water Distribution Operator certificate issued by the State of California Department of Health Services.

Certification as a Cross Connection Program Specialist, Grade I is required within two years of appointment.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

PHYSICAL AND MENTAL DEMANDS

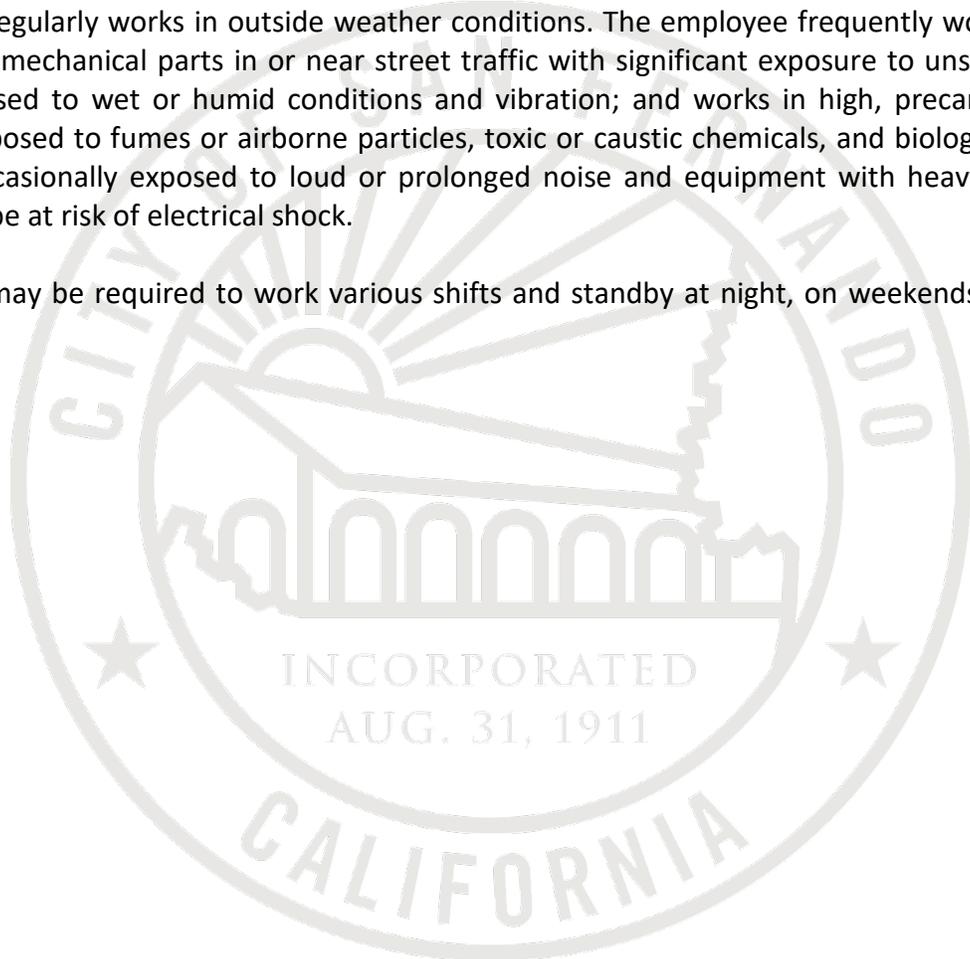
MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee regularly works in outside weather conditions. The employee frequently works near moving equipment and mechanical parts in or near street traffic with significant exposure to unsafe or hazardous drivers; is exposed to wet or humid conditions and vibration; and works in high, precarious places. The employee is exposed to fumes or airborne particles, toxic or caustic chemicals, and biological hazards. The employee is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations. The employee may be at risk of electrical shock.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.



JOB SPECIFICATION

CLASS TITLE	ADOPTION	
PUBLIC WORKS SUPERINTENDENT	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under direction, plans, organizes, integrates and directs the work of assigned operations divisions of the Public Works Department; manages a comprehensive construction, maintenance and repair program for city streets, parks, facilities, equipment and related infrastructure; ensures all operations and maintenance functions are safe and efficient, while complying with applicable permits, laws and regulations; provides expert professional assistance and guidance to management on infrastructure issues; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Public Works Superintendent is responsible for administration of citywide parks, building, streets and sewers maintenance programs within general policy guidelines. The incumbent assists with the formulation of departmental policies and is responsible for developing goals and objectives, supervising staff, administering the division budget, and directing day-to-day activities. Work is broad in scope and requires seasoned judgment and a high degree of initiative and independence.

This position typically reports to the Public Works Operations Manager, and directs the work of assigned supervisors and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, controls, integrates and evaluates the work of assigned Public Works divisions; with supervisors and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.
2. Manages the performance of division staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.
4. Participates in the formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.
5. Through subordinate supervisors, oversees the day-to-day construction, maintenance and repair of city vehicles and equipment, parks, facilities, easements and rights-of-way including streets, sewers, storm drains, city buildings and related facilities, street lights and traffic signals; prioritizes work orders; reviews and evaluates daily activities and work assignments with supervisors and provides expertise in resolving operational and maintenance issues; directs response to and recovery of service during emergencies, as well as planned and unplanned operation stoppages; oversees and approves overtime work.
6. Reviews capital improvement plans and other construction projects and confers with engineering consultants and other municipalities on operational needs and effectiveness; oversees the work on large-scale jobs and performs advanced troubleshooting, maintenance and repair activities; inspects new equipment and construction to ensure proper operation and adherence to specifications.
7. Oversees implementation of plans and specifications of assigned contracts such as street sweeping operations, refuse collection and tree trimming activities; inspects and evaluates services provided and notes any noncompliance issues, maintenance deficiencies and unsafe or potentially unsafe conditions; responds to safety issues raised by the public and/or other City departments; communicates with contractors to correct maintenance deficiencies.
8. Receives reports from citizens, property owners, businesses and others regarding problem conditions or maintenance in assigned areas; uses independent judgment and decision-making skills to investigate and determine necessary corrective actions; notifies management or arranges for resolution of issues.
9. Ensures strict safety policies and safe work procedures; may assist as a first responder in the event of accidents; ensures safety equipment is in sound working condition and that department employees have participated in safety training.
10. Researches, evaluates and integrates new work practices, technology and systems to enhance productivity; performs project management duties; prepares purchase orders, inventory and tracking reports, quality-control reports, personnel-action reports and accident reports as necessary.
11. Periodically reviews and evaluates required inspection and maintenance programs to ensure compliance with regulatory operation permits, rules and regulations; prepares a variety of mandated monthly, quarterly and annual reports to regulatory agencies including the Air Quality Management District and Department of Resources Recycling and Recovery; develops plans and procedures to meet regulatory

ESSENTIAL DUTIES AND RESPONSIBILITIES

testing, safety and compliance requirements; manages hazardous waste and materials management program; administers Court Referred Volunteer Program.

12. Serves as the department's representative to professionals, industry groups, community groups, customers, regulators and other agencies; participates in negotiations with contractors, consultants, vendors and other municipalities.

13. Acts in the absence of the Public Works Operations Manager as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Principles and practices of street, park, facilities, equipment and sewer construction, maintenance and repair.
2. Operations and uses of tools and equipment used in public works.
3. Principles, theories and practices of asset management and computerized maintenance management systems.
4. Theory, principles and practices of regulatory compliance.
5. Federal, state and local laws, regulations and permitting requirements applicable to assignment.
6. Principles and practices of public administration, including long-range planning, budgeting, purchasing and maintaining public records.
7. Applicable federal and state laws, rules and regulations including OSHA rules and regulations.
8. Research methods and statistical analysis techniques.
9. Principles and practices of public administration, including budgeting, purchasing and maintenance of public records.
10. Principles and practices of effective management and supervision.
11. Principles and practices of sound business communications.
12. City human resources policies and labor contract provisions.
13. Safety policies and safe work practices applicable to the work.

MINIMUM QUALIFICATIONS

ABILITY TO:

1. Plan and direct the activities of a division of Public Works.
2. Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
3. Direct the development and/or analysis of operational and maintenance processes, procedures, plans, contracts and regulatory filings for the division.
4. Work collaboratively with directors and managers, and provide expert advice and counsel to develop solutions to complex issues.
5. Organize, set priorities and exercise expert, independent judgment within areas of responsibility.
6. Develop and implement appropriate procedures and controls.
7. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
8. Communicate effectively, both orally and in writing.
9. Understand, interpret, explain and apply applicable laws, codes and ordinances.
10. Represent the City effectively in dealings with contractors, regulators and other City employees.
11. Present proposals and recommendations clearly, logically and persuasively.
12. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.
13. Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.
14. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent supplemented by college-level coursework in civil engineering or a closely related field, and at least seven years of journey-level experience in the maintenance and repair of public works streets, parks and facilities, at least two of which were in a supervisory capacity; or an equivalent combination of training and experience.

A bachelor's degree in business or public administration, life sciences, engineering or a closely related field is highly desirable.

MINIMUM QUALIFICATIONS

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license at time of appointment is required. Valid California Class A & B driver's licenses are desired, but not required; and the ability to maintain insurability under the City's vehicle insurance program is required.

International Municipal Signal Association (IMSA) Certification as a Traffic Signal Technician Grade I is required within 18 months of appointment, while Grades II and III are highly desired.

California Water Environment Association (CWEA) Collection Systems Maintenance Grade I is required within 18 months of appointment, while Grades II, III and IV are highly desired.

ASE Certifications in Medium-Heavy Truck or Truck Equipment is highly desired.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 25 pounds unaided.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; responds to life-threatening, emergency situations; and interacts with others encountered in the course of work.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet. The employee occasionally works in outdoor weather conditions. The employee is exposed to fumes or airborne particles, toxic or caustic chemicals and biological hazards. The employee is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations. The employee may be at risk of electrical shock.

Work requires responding to emergency calls.

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
PUBLIC WORKS SUPERVISOR	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under direction, plans, supervises and participates in the work of semi-skilled and skilled staff engaged in the construction, maintenance and repair of city streets, curbs, gutters, sidewalks, sewers, storm drains, buildings, parks and related facilities; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Public Works Supervisor is responsible for providing work planning, scheduling, supervision, technical assistance and training to an assigned division. An incumbent is responsible for assisting in the formulation and development of assigned division goals and objectives, supervising, inspecting and participating in the work of assigned personnel and directing day-to-day work activities. Work and results are reviewed through field inspections and analysis of records, reports and completed work orders. Assignments are broad in scope, requiring significant independent decision making and impact on department success.

This position typically reports to the Public Works Superintendent and supervises the work of maintenance staff and volunteers. Public Works Supervisor is distinguished from Public Works Superintendent in that an incumbent in the latter class manages multiple divisions within Public Works through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, assigns, schedules, supervises and evaluates the work of assigned staff; with staff, develops, implements and monitors work plans to achieve assigned unit objectives; provides input to the annual budget; makes purchases and other expenditures in accordance with City procedures and monitors performance against the annual budget; participates in developing, implementing and evaluating plans, processes and procedures to achieve established goals and objectives in accordance with department standards; prepares and maintains a variety of records and reports.
2. Interviews and participates in selecting new division staff; supervises and evaluates staff performance; establishes performance requirements and personal development targets; regularly monitors performance and provides training, coaching and mentoring for performance improvement; recommends performance recognition when warranted; with management concurrence, implements the progressive discipline process to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and City's mission, objectives and values regarding teamwork, mutual trust and respect; applies best practices and quality assurance processes to assigned areas of responsibility; enforces the maintenance of safe working conditions and ensures safe work practices are followed by staff.
4. Supervises, assigns and inspects the work of personnel engaged in the construction, maintenance and repair of city parks, facilities, easements and rights-of-way including streets, curbs, gutters, sewers, storm drains, sidewalks, city buildings and related facilities; prioritizes work orders; approves routine maintenance and repair work; estimates personnel, material and equipment for assigned jobs; provides input on the cost effectiveness of outside maintenance and repair services; approves timesheets and prepares payroll summaries on a punctual and accurate basis.
5. Provides advanced technical assistance to staff and performs work requiring advanced technical skill; trains staff in work methods and use of tools and equipment; inspects and evaluates work being performed; identifies problem areas and directs remedial action.
6. Oversees and participates in major construction, repair projects and upgrades of city parks, streets, facilities, systems and related equipment; participates in the contractor selection process; develops scope of work; monitors work of contractors and employees to ensure timely completion of maintenance and repair projects and work orders in accordance with department work and safety standards; assists with field inspections of work in progress and at completion.
7. Communicates with residents and business owners regarding maintenance and service problems; resolves escalated customer service issues.
8. Develops and directs the execution of complex or non-routine traffic safety plans under the California Manual on Uniform Traffic Control Devices for Streets & Highways (MUTCD); ensures the establishment of safe work zones; ensures all required underground service alerts are processed; determines types of traffic control and barricade equipment required to meet applicable safety procedures and regulations; ensures all applicable OSHA and environmental protection regulations and procedures are enforced; acts as a supervisor for confined-space entry.
9. Oversees and ensures that crews carry out assigned duties and responsibilities with careful attention to City and all other applicable safety and traffic regulations; conducts safety training; ensures all crew members and contractors have completed mandated safety training required for assigned work; responds to and oversees responses to hazardous materials/emergency situations and accidents; performs site cleanup and reporting procedures; interfaces and cooperates with various agencies in emergency situations and complies with all mandated requirements.
10. Prepares and coordinates a variety of work reports and records; attends meetings; prepares and maintains detailed documentation; plans and lays out jobs from drawings, sketches or verbal instructions; maintains records in the form of drawings and specifications; maintains maintenance records and requests including work order tracking; requisitions necessary tools, equipment and supplies; schedules and coordinates activities with other divisions and departments.

ESSENTIAL DUTIES AND RESPONSIBILITIES

11. Researches new operations methods, maintenance/construction techniques and equipment, and recommends their application.
12. Acts in the absence of the Public Works Superintendent as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Methods, practices, techniques, tools and equipment used in the construction, maintenance and repair of public works streets, parks and facilities.
2. Principles and practices of maintenance program and capital improvement program development and administration.
3. City policies, procedures and practices regarding area of assignment.
4. Applicable federal and state laws, rules and regulations including OSHA rules and regulations; safety policies, procedures and safe work practices applicable to assignment including confined-space entry and safe traffic control practices.
5. City practices and procedures for budgeting, purchasing, and maintaining public records.
6. Principles and practices of effective employee supervision.
7. City human resources policies and labor contract provisions.
8. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
9. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.

ABILITY TO:

1. Plan, supervise, assign, review and evaluate the work of staff engaged in construction, maintenance and repair of public works streets, parks and facilities.
2. Provide technical expertise for advanced maintenance tasks in the skilled maintenance trades.
3. Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
4. Coordinate division operations and activities with other divisions, departments and agencies.

MINIMUM QUALIFICATIONS

5. Read and interpret plans, specifications and manuals; operate and maintain equipment and tools used in the shop.
6. Organize, set priorities and exercise sound, independent judgment within areas of responsibility.
7. Communicate effectively, both orally and in writing.
8. Understand, interpret, explain and apply applicable laws, codes and ordinances.
9. Represent the City effectively in dealings with contractors, regulators and other City employees.
10. Present proposals and recommendations clearly, logically and persuasively.
11. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
12. Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.
13. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and at least five years of journey-level experience in the maintenance and repair of public works parks and facilities, at least two of which were in a lead or supervisory capacity; or an equivalent combination of training and experience.

College-level or advanced technical training in landscaping, equipment, facilities maintenance or a related field is highly desirable.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program are required. Valid California Class B driver's license is desired.

California Water Environment Association (CWEA) Collection Systems Maintenance Grade I is required within 18 months of appointment, while Grades II, III and IV are highly desired.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL AND MENTAL DEMANDS

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/ abusive individuals.

WORK ENVIRONMENT

The employee regularly works in outside weather conditions. The employee frequently works near moving equipment and mechanical parts in or near street traffic with significant exposure to unsafe or hazardous drivers; is exposed to wet and/or humid conditions and vibration; and works in high, precarious places. The employee is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals and risk of electrical shock. The noise level is frequently loud.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
RECREATION AND COMMUNITY SERVICES SUPERVISOR	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under direction, plans, supervises and reviews the work of staff providing recreational, cultural and community programs; plans, coordinates and implements division programs and activities for a variety of constituent groups; ensures compliance with program-related regulations, guidelines and grant restrictions; oversees the operations of assigned facilities and locations; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Recreation and Community Services Supervisor is responsible for work planning, scheduling, supervising, and providing technical assistance and training to an assigned division in the Recreation and Community Services Department. An incumbent is responsible for the formulation and development of assigned division goals and objectives and supervising, inspecting and participating in the work of full and part-time personnel. Work involves developing and monitoring annual division budgets; supervising and evaluating program development and implementation, and working with various community groups, boards and commissions. Assignments are broad in scope, requiring significant independent decision making and impact on department success.

This position typically reports to the Director of Recreation and Community Services and supervises the work of assigned division staff and volunteers. Recreation and Community Services Supervisor is distinguished from Director of Recreation and Community Services in that an incumbent in the latter class has full management responsibility for the department and the City's recreational, cultural and community service activities and programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, assigns, schedules, supervises and evaluates the work of assigned staff; with staff, develops, implements and monitors work plans to achieve assigned unit objectives; provides input to the annual budget; makes purchases and other expenditures in accordance with City procedures and monitors performance against the annual budget; participates in developing, implementing and evaluating plans, processes and procedures to achieve established goals and objectives in accordance with department standards; prepares and maintains a variety of records and reports.
2. Interviews and participates in selecting new division staff; supervises and evaluates staff performance; establishes performance requirements and personal development targets; regularly monitors performance and provides training, coaching and mentoring for performance improvement; recommends

ESSENTIAL DUTIES AND RESPONSIBILITIES

- performance recognition when warranted; with management concurrence, implements the progressive discipline process to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.
3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and City's mission, objectives and values regarding teamwork, mutual trust and respect; applies best practices and quality assurance processes to assigned areas of responsibility; enforces the maintenance of safe working conditions and ensures safe work practices are followed by staff.
 4. Organizes, supervises, monitors and evaluates program development, implementation and administration of the division's program areas; supervises and evaluates results of needs assessments; identifies, develops, recommends and implements program goals, objectives, curriculum and activities to meet those needs; researches new and innovative programs and trends and adapts and introduces programs to meet community needs; develops division programming and the related curriculum, objectives, policies, implementation procedures and evaluation techniques; evaluates program staffing and effectiveness and implements changes as needed.
 5. Represents the department with community groups, nonprofit organizations, school officials, municipalities and others; collaborates with local artists, community and non-profit representatives to develop, promote and deliver programs and services; receives, investigates and resolves participant, volunteer, staff, citizen, community group or community partner inquiries, concerns and complaints; makes presentations to commissions, boards and elected officials regarding programs, activities and needs.
 6. Supervises and oversees activities and the use of facilities, fields, stages or equipment; ensures a safe, secure and clean environment is maintained at recreation venues and in kitchen facilities; coordinates the scheduling and completion of maintenance and repair work orders with other City staff or outside vendors; submits requests for major maintenance and repair; responds to after-hour emergencies and issues that arise.
 7. Acts as a liaison to sports leagues, community groups and individuals who rent facilities or provide services and resolves conflicting usage needs; oversees the solicitation, application, review and implementation of co-sponsored programs and events; develops and implements a variety of agreements, contracts and permits; develops and enforces policies, rules and regulations for division programs, services and facilities.
 8. Develops and monitors division and individual program budgets; approves the purchase of equipment and supplies within limits of authority; maintains program-tracking databases; participates in program evaluation, measurement and verification activities; prepares financial, participant and program activity reports for review and distribution within the City and to other interested parties.
 9. Researches, applies for and manages grants; collects program data to generate performance reports on how grant money is spent; carries out a variety of accounting duties related to grants; prepares grant reimbursement requests; records drawdowns; processes payments to contractors and vendors; tracks multiple funding sources.

ESSENTIAL DUTIES AND RESPONSIBILITIES

10. Manages the development and implementation of docent and volunteer program plans and volunteer initiatives; manages and oversees volunteer evaluation, retention and motivation systems.
11. Acts in the absence of the Director of Recreation and Community Services as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Principles and practices of recreational, cultural and community program management.
2. City recreation, cultural and community programs, policies and procedures.
3. Principles and practices of needs assessment, program implementation and program evaluation.
4. Community resources and potential funding/sponsorship sources.
5. Principles and practices of grant development and administration including grant contract monitoring and financial/program reporting.
6. Research methods and data analysis techniques.
7. Principles, practices, methods and techniques of volunteer management including recruitment, training, supervision and volunteer recognition.
8. Safety issues associated with the care of program participants; CPR and first-aid practices and training.
9. Federal, state and local laws, regulations and court decisions governing area of assignment.
10. Practices and techniques of sound business communication; correct English usage, including spelling, grammar and punctuation.
11. Principles and practices of administration, budget and personnel management applicable to assigned responsibilities.
12. Knowledge of the San Fernando community and issues surrounding quality of life and social needs.
13. Principles and practices of employee supervision.
14. Knowledge of City human resources policies and labor contract provisions.

ABILITY TO:

1. Plan, supervise, assign, review and evaluate the work of staff engaged in the delivery of recreational, cultural and community programs.

MINIMUM QUALIFICATIONS

2. Plan, organize, implement and evaluate activities and operations of programs, projects, events and facilities.
3. Identify community service, cultural and recreational needs and recommend appropriate programs and intervention strategies.
4. Development and administer division and program goals, objectives and procedures for multiple constituencies.
5. Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
6. Coordinate division operations and activities with other departments, municipalities and public, private and not for profit agencies.
7. Compose clear, concise and comprehensive analyses, correspondence, reports, studies, agreements, presentations and other written materials from brief instructions.
8. Work effectively and respond sensitively to the needs of people from a variety of ethnic groups, cultures and of a variety of ages.
9. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
10. Reach sound decisions in accordance with City policies and procedures.
11. Communicate effectively, both orally and in writing.
12. Represent the City effectively in interactions and meetings with a diverse group of participants, community groups and the public.
13. Report child or elder abuse, neglect or domestic violence in accordance with mandated reporting requirements.
14. Use tact and diplomacy in dealing with difficult issues, situations and concerned people.
15. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from an accredited four-year college or university with a major in recreation, physical education, human services, social services or a closely related field, and at least five years of responsible experience in

MINIMUM QUALIFICATIONS

community service or recreation-related program development or implementation; or an equivalent combination of training and experience, are required.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program are required.

Current CPR and first aid certifications are required.

Ability to speak Spanish is highly preferred, and is required for some assignments.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 25 pounds unaided.

Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; uses basic math; learns and applies new information and skills; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually moderate. The employee frequently works in outdoor weather conditions, extreme heat or cold and wet or humid conditions; and where the noise level may be loud.

A flexible work schedule including evening, weekend and holiday work and meetings may be required.

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
SENIOR WATER SYSTEM OPERATOR	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under general supervision, leads and participates in the work of employees engaged in the operation, maintenance and repair of the City's domestic water distribution system; monitors and makes necessary adjustments to water delivery systems to ensure correct operation using manual or SCADA systems; performs water quality, alarm and function testing throughout the distribution system; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Senior Water System Operator is the advanced journey and working lead-level classification in the Water System Operator series. Assignments are varied, seldom require detailed instructions, and require sound judgment and initiative.

This class is distinguished from the Water System Operator in that the Senior Water System Operator holds a California State Water Resources Control Board Water Distribution System Operator Grade III certification and performs the full range of water distribution-related duties, including the more complex assignments. The duties of this class are typically performed with considerable latitude in the exercise of independent judgment within established procedures, guidelines and policies. Work is reviewed by checks of records, logs and system inspections.

This position reports directly to the Water System Supervisor. A Senior Water System Operator is distinguished from Water System Supervisor in that an incumbent in the latter class provides full supervision and oversight of the operations, activities and staff in a section of the water division.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Leads, provides work guidance and direction and participates in the work of crew members; participates in scheduling, assigning and monitoring work of other employees for completeness, accuracy and conformance with City and departmental standards; provides information, instruction and training on work processes, proper uses of equipment and safe work practices; provides input to supervisor on employee work performance and behaviors; estimates personnel, equipment and material requirements for assigned jobs; may order work materials and supplies; assists in ensuring a fair and open work environment in accordance with the City's commitment to teamwork, mutual trust and respect.

ESSENTIAL DUTIES AND RESPONSIBILITIES

2. Assists and participates in the development and implementation of short- and long-range work plans for projected water related construction or maintenance projects; assists in estimating labor, material and equipment requirements for assigned work and projects; inspects all construction phases of new construction performed by City staff or contractors to ensure compliance with policies, standards and contract provisions.
3. Performs highly skilled duties in the treatment and distribution of potable water; operates the treatment and distribution systems through monitoring, inspecting and maintaining the potable water production, storage, pumping equipment and distribution systems including reading meters, pressures, chlorine residuals, and nitrate levels and samples; calculates chemical treatment and blends at wells and adjusts chemical dosage rates to remain within operating parameters; monitors chemical levels and receives chemical deliveries following strict safety procedures; diagnoses, services and makes operational repairs to equipment and facilities in accordance with standard operating procedures.
4. Acknowledges and responds to systems alarms; assesses conditions and situations based on manual check or SCADA information and distribution system knowledge; makes decisions on required adjustments to system operations; drives to sites to assess conditions and either make adjustments and repairs or notify Water System Supervisor of unusual or hazardous situations.
5. Inspects, diagnoses and maintains a variety of equipment and machinery at well site, including pumps, chemical mixers and gate valves; pumps out and maintains vaults and sump pumps; tests for leakage at reservoirs, wells, tanks and customer locations.
6. Monitors water quality; schedules and orders water samples and analyzes laboratory results; flushes trouble areas and takes samples for laboratory; determines a plan to correct water quality problems; performs operational adjustments to the distribution system to ensure compliance with quality and regulatory requirements.
7. Coordinates work with outside agencies, including municipalities, water agencies and state agencies; addresses escalated issues from customers regarding water composition, water quality and related matters; monitors system to meet customers' changing demands and ensure water quality throughout the systems.
8. Follows and enforces use of strict safety policies and safe work procedures; attends all required safety training; serves as a first responder in the event of emergency chemical spills, using required safety and personal protective equipment; ensures safety equipment is in sound working condition.
9. Maintains records, including operating logs and chemical inventory records, flow data, water supply and demand reports using databases and spreadsheets; prepares regular activity reports; updates reports and performs quality assurance on data accuracy of other Water System Operators.
10. Assists with the water conservation program including notifying customers of infractions, participating in community outreach and education events, and referring customers to rebate programs.
11. Acts in the absence of the Water System Supervisor as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Practices, methods and techniques for operating distribution system pumps, valves, electric motors and engines.
2. Principles, practices and techniques of potable water treatment and distribution systems applicable to the City system.
3. Methods and practices in the installation, maintenance and repair of chemical feed systems and machinery and equipment of similar complexity.
4. Ion exchange treatment processes.
5. Principles, methods, practices and techniques utilized in chemical and biological analyses.
6. Uses of Supervisory Control and Data Acquisition (SCADA) instrumentation, manual control systems and computer applications related to the work.
7. Appropriate business ordinances, codes, procedures and practices regarding area of assignment.
8. Local, state and federal laws and regulations regarding area of assignment and relevant Environmental Protection Agency (EPA) regulations.
9. Safe Drinking Water Act, AWWA and relevant state and federal regulations.
10. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
11. Safety policies, procedures and safe work practices applicable to assignment including OSHA regulations, confined space entry and lockout/tag out procedures.
12. Records management, recordkeeping, filing and basic purchasing practices and procedures.
13. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.

ABILITY TO:

1. Perform skilled tasks in the monitoring and operation of a wide variety of treatment, disinfection and filtration system equipment, including digital control equipment; troubleshoot and resolve system and equipment malfunctions and failures.
2. Install, adjust and repair pumps and chemical feed systems.

MINIMUM QUALIFICATIONS

3. Read and assess the status of control system meters, gauges and other components; diagnose conditions and problems.
4. Make mathematical calculations quickly and accurately.
5. Service and repair water distribution system infrastructure and equipment.
6. Read and interpret plans, maps, layouts, piping sketches, plumbing blueprints and facility record drawings.
7. Understand, interpret, explain and apply applicable laws, codes and ordinances.
8. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
9. Reach sound decisions in accordance with City policies and procedures.
10. Prepare clear and concise records, reports, correspondence and other written materials.
11. Communicate effectively, both orally and in writing.
12. Understand and follow written and oral instructions.
13. Represent the City effectively in dealings with customers, regulatory agencies and contractors.
14. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and five years of progressively responsible experience in skilled maintenance of a water system; or an equivalent combination of training and experience, are required. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license is required.

California State Water Resources Control Board Water Distribution System Operator Grade D2 certification is required.

California State Water Resources Control Board Water Treatment Operator Grade T1 certification is required. Grade T2 certification is required within 12 months of appointment.

Annual certification for CPR, First Aid, and Confined-Space Entry are required for some assignments.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee regularly works in outside weather conditions. The employee frequently works near moving equipment and mechanical parts in or near street traffic with significant exposure to unsafe or hazardous drivers; is exposed to wet or humid conditions and vibration; and works in high, precarious places. The employee is exposed to fumes or airborne particles, toxic or caustic chemicals, and biological hazards. The employee is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations. The employee may be at risk of electrical shock.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
SENIOR WATER WORKER	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under general supervision, leads and participates in the work of employees engaged in the construction, maintenance and repair of the City’s water distribution system including pipelines, mains, valves, hydrants and meters; performs corrective and preventative maintenance on water distribution and production equipment and systems; samples and tests water in the domestic system and maintains disinfection levels; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Senior Water Worker is the advanced journey and working lead-level classification in the Water Worker series. In addition to performing the full range of journey-level and advanced skilled duties, incumbents serve as the lead person of a crew of journey-level maintenance and technical personnel overseeing their work and providing guidance and training as they carry out construction, maintenance and repair duties. Work requires an in-depth understanding of the City’s distribution system design, operations and best maintenance practices and involves significant accountability for ensuring stable, dependable water delivery to the City’s customers in compliance with regulatory requirements.

This position reports directly to the Water System Supervisor. A Senior Water Worker is distinguished from Water Supervisor in that an incumbent in the latter class has higher levels of certification and provides full supervision and oversight of the operations, activities and staff in a section of the water division.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Leads, provides work guidance and direction and participates in the work of crew members; participates in scheduling, assigning and monitoring work of other employees for completeness, accuracy and conformance with City and departmental standards; provides information, instruction and training on work processes, proper uses of equipment and safe work practices; provides input to supervisor on employee work performance and behaviors; estimates personnel, equipment and material requirements for assigned jobs; may order work materials and supplies; assists in ensuring a fair and open work environment in accordance with the City’s commitment to teamwork, mutual trust and respect.
2. Assists and participates in the development and implementation of short- and long-range work plans for projected water-related construction or maintenance projects; assists in estimating labor, material and equipment requirements for assigned work and projects; inspects all construction phases of new

ESSENTIAL DUTIES AND RESPONSIBILITIES

- construction performed by City staff or contractors to ensure compliance with policies, standards and contract provisions.
3. Performs skilled work in the installation, repair and maintenance of water distribution, including pipelines, taps, laterals, valves, meter services, fire hydrants, air vacs, blow offs and associated water distribution system infrastructure and equipment; carries out duties with careful attention to City and all other applicable safety, traffic and environmental regulations in adherence to the municipal code, local, state and federal rules and regulations.
 4. Performs skilled work in the installation, repair, relocation, adjustment and replacement of mains and service laterals; excavates sidewalks, streets, trenches and culverts, following safe dig practices and required shutdown procedures if applicable; using hand and power tools and equipment, exposes mains and lines and installs/removes various types of trench shoring/shielding; evaluates conditions, assesses damage if applicable and determines or recommends the most appropriate job procedures to follow; operates large and small valves to shut off and turn on water service; installs various sizes of pipe; back fills, compacts and fills excavations based on City and county requirements; installs metal plates, temporary asphalt patches or mixes and pours concrete patches.
 5. Cuts pipe up to 10 inches using saws, pipe cutters, torches and other tools; caulks joints; threads and bends pipe; performs taps on all sizes of mains and service connections under pressure or following main shut-downs.
 6. Operates and assists the Water Systems Supervisor in the training of other workers on the use of various types and sizes of trucks and motorized equipment, such as dump trucks, tractors, backhoes and loaders; operates hydraulic pumps, tapping machines, concrete saws, valve machines, jackhammers, pipe cutters, power generators, tampers, compaction testers and a wide variety of other hand and power equipment; checks pre-operating condition of vehicles and equipment to ensure proper and safe working condition; ensures proper loading and unloading of tools and equipment; cleans and maintains tools and equipment.
 7. Inspects, tests and exercises meters, fire hydrants, valves and gates; determines water flow direction and performs required main shutdown procedures; inspects, installs, troubleshoots, aligns, repairs and replaces various valve stops under pressure or following main shutdowns.
 8. Notifies property owners of service interruptions; provides information regarding the repair work being performed; responds to escalated questions and complaints from property owners and the public regarding work and line shutdowns; investigates improper or unusual conditions of water utilization; performs a variety of field customer service tasks.
 9. Complies with all safety regulations and safe work practices; works in vaults and other confined spaces, utilizing proper safety techniques and equipment in accordance with departmental safety policies and procedures; lifts and removes vault lids; may act as lead man on confined space entries; ventilates vaults; performs vault repairs; rehabilitates water-related observation and access manholes.

ESSENTIAL DUTIES AND RESPONSIBILITIES

10. Plans work from blueprints, drawings, sketches or instructions; maintains records, plans and inspection documents; assists engineering with the update and maintenance of maps and asset tracking.
11. Requisitions necessary tools, equipment and supplies.
12. As certified, collects water samples for compliance monitoring and quality control; performs basic analysis of samples using laboratory test equipment and records; interprets test results and field data; makes necessary adjustments to the treatment process to maintain water quality to the distribution system during or after water repairs.
13. In emergencies may be tasked to assist other public works crews as needed.
14. Requests line locations and/or locates mains, service line laterals and valves; locates and verifies all intersecting utilities by potholing; determines site is ready to work, based on required permits and safe dig procedures; ensures a USA underground service alert has been processed if required; sets up safe work zones/areas at all work sites; sets up equipment and procedures to secure maximum safety in operations; sets up traffic safety zone cones and barricades.
15. Acts in the absence of the Water System Supervisor as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Methods, techniques, tools and equipment common to water utility construction and maintenance.
2. Trenching and shoring methods and techniques.
3. Basic pipe materials, fittings and pipefitting tools and methods.
4. Safe Drinking Water Act, AWWA and relevant state and federal regulations.
5. Shop mathematics.
6. Operational and design standards of the City's water distribution system.
7. Maintenance, adjustment and operation of complex light-, medium- and heavy-duty construction and maintenance equipment.
8. Operation and maintenance of a wide variety of hand and power tools and equipment common to the field.
9. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.

MINIMUM QUALIFICATIONS

10. Safety policies, procedures and safe work practices applicable to assignment, including OSHA regulations.
11. Traffic control practices and requirements.
12. Records management, recordkeeping, filing and basic purchasing practices and procedures.
13. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.

ABILITY TO:

1. Perform skilled tasks in the installation, repair and maintenance of the City's water systems.
2. Select appropriate methods and techniques applicable to differing conditions, equipment and devices.
3. Safely operate and maintain the tools and equipment, including heavy equipment, common to water utility construction and maintenance.
4. Understand, interpret and apply detailed work procedures and standards applicable to repair, maintenance and installation of distribution system mains, service lines, valves, meters and other devices and facilities.
5. Read and interpret plans, maps, layouts, piping sketches and facility record drawings.
6. Perform heavy manual tasks for extended periods of time.
7. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
8. Reach sound decisions in accordance with City policies and procedures.
9. Keep basic written records of work performed
10. Communicate effectively, both orally and in writing.
11. Understand and follow written and oral instructions.
12. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

MINIMUM QUALIFICATIONS

Graduation from high school or GED equivalent, and five years of progressively responsible experience in skilled maintenance of a water system; or an equivalent combination of training and experience, are required. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program are required.

California State Water Resources Control Board Water Distribution System Operator D2 is required. D3 is preferred.

California State Water Resources Control Board Water Treatment Operator Grade T1 is desired.

Annual certification for CPR, First Aid, and Confined-Space Entry are required for some assignments.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/ abusive individuals.

WORK ENVIRONMENT

The employee regularly works in outside weather conditions. The employee frequently works near moving equipment and mechanical parts in or near street traffic with significant exposure to unsafe or hazardous drivers; is exposed to wet or humid conditions and vibration; and works in high, precarious places. The

WORK ENVIRONMENT

employee is exposed to fumes or airborne particles, toxic or caustic chemicals, and biological hazards. The employee is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations. The employee may be at risk of electrical shock.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.



JOB SPECIFICATION

CLASS TITLE	ADOPTION	
TREASURER ASSISTANT	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under general supervision, performs a variety of accounting support and cashiering functions to assist the Director of Finance in the administration of the City’s investment portfolios; performs a variety of administrative activities associated with cash management and investment; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Treasurer Assistant performs journey-level paraprofessional functions in the financial and support of City treasury initiatives. Duties and responsibilities are carried out with considerable independence within a framework of established policies and procedures.

This position reports directly to the Director of Finance, and takes administrative direction from the Director of Finance.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Performs accounting support and cashiering duties; receives, verifies and posts customer utility, parking citation, building permit and other miscellaneous fees and payments; in-person, over-the-phone, direct deposit and mail-in cashiering and related accounting support and administrative duties required to process payments and make deposits. Verifies on line daily transactions issued to the City’s building permit software.
2. Administers ongoing relationships with the City’s banking institutions; works with banks to resolve transaction errors and problems and ensure accurate cash balancing.
3. Assists in administering the City’s investment portfolios; using investment administration software, reviews and verifies information for and maintains and updates investment and portfolio records; assists in monitoring market and economic conditions; prepares monthly treasury and portfolio reports, and provides monthly investments and cash reports.
4. Assists in the preparation of a variety of financial forecasts, investment and financial reports and presentation materials regarding areas of assigned responsibility.
5. Performs a variety of clerical work including typing, data entry, filing, and recording of information.

ESSENTIAL DUTIES AND RESPONSIBILITIES

6. Reviews and validates routine and special check runs; maintains custody of warrants until approved by the City Council for disbursement.
7. Collects, verifies, and reconciles all daily cash deposits, by various departments but not limited to the police department and recreation and community services.
8. Operates office machines, including computers, typewriters, fax machines, 10 key adding machines and duplicating machines as needed to accomplish assigned tasks.
9. Assists at the public counter, answers telephones, and assists visitors and callers by providing a variety of information where judgment, knowledge, and interpretation of policies and procedures may be necessary.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Basic principles, practices and terminology associated with operations of financial and investment markets.
2. Basic principles and practices used in evaluating investment vehicles and making investment decisions.
3. City ordinances, codes, procedures and practices regarding the City's investment policy governing the investment and management of public funds.
4. Laws and regulations relating to the financial administration of public agencies.
5. Operations of the City's various financial and customer billing systems.
6. Principles and practices of effective customer service and customer-oriented telephone etiquette.
7. Bookkeeping and elementary accounting practices and procedures.
8. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
9. Safety policies and safe work practices applicable to the work.
10. Records management, recordkeeping, filing and basic purchasing practices and procedures.
11. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.

MINIMUM QUALIFICATIONS

ABILITY TO:

1. Perform routine cash management analyses to forecast funds available for investment and cash disbursement needs for City and department programs and functions.
2. Perform routine mathematical calculations and analyses and prepare clear, concise and comprehensive financial and treasury statements, reports and written materials.
3. Represent the City effectively in dealings with banking and investment professionals and elected officials.
4. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
5. Reach sound decisions in accordance with City policies and procedures.
6. Communicate effectively, both orally and in writing.
7. Understand and follow written and oral instructions.
8. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent, and at least three years of progressively responsible experience in treasury operations and administrative support of investment programs; or an equivalent combination of training and experience, are required. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program are required.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

PHYSICAL AND MENTAL DEMANDS

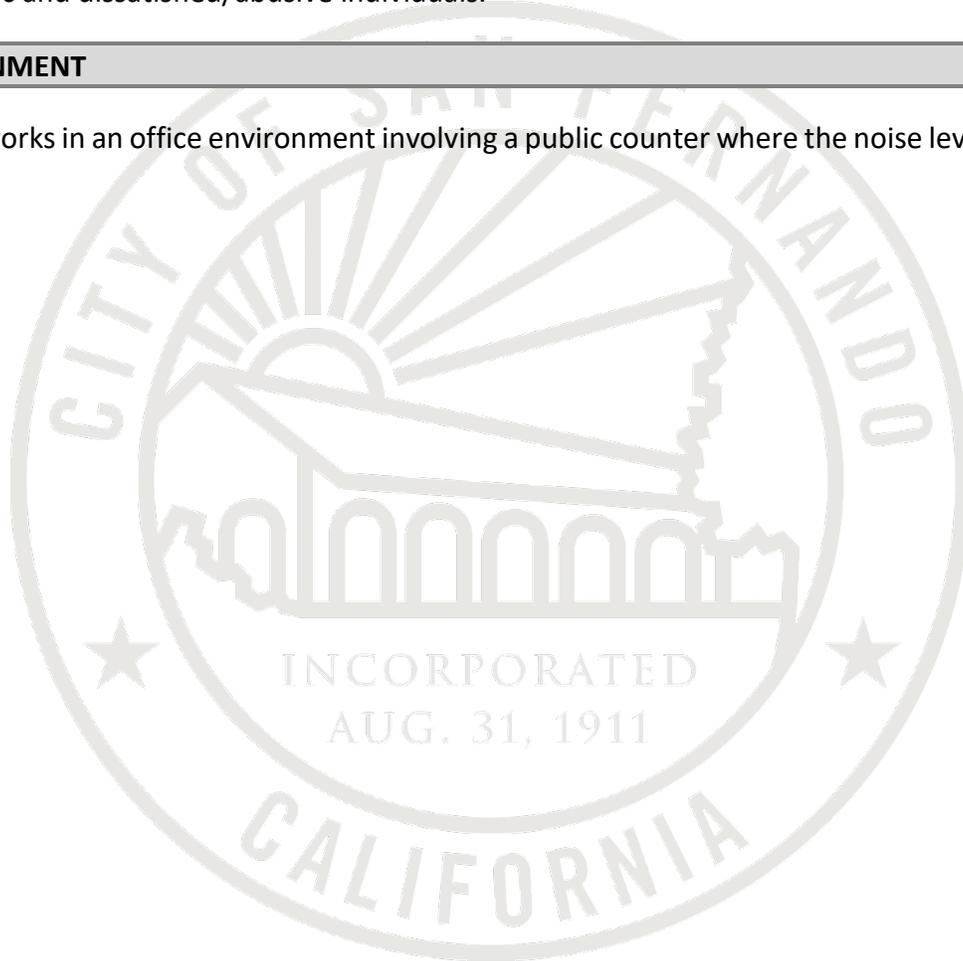
Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment involving a public counter where the noise level is usually quiet.



JOB SPECIFICATION

CLASS TITLE	ADOPTION	
WATER SUPERINTENDENT	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under direction, plans, organizes, integrates and directs the work of the Water division of the Public Works Department; manages a comprehensive construction, maintenance and repair program for the water production and distribution system infrastructure, equipment and related infrastructure; ensures all operations and maintenance functions are safe and efficient, while complying with applicable permits, laws and regulations; provides expert professional assistance and guidance to management on water quality and water infrastructure issues; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Water Superintendent, as a Chief Operator of a potable water system, is responsible for ensuring the systems, equipment and infrastructure needed to treat and distribute potable water are reliable, efficient and operational. The incumbent assists with the formulation of departmental policies and is responsible for developing goals and objectives, supervising staff, administering the division budget, and directing day-to-day activities. Work is broad in scope and requires seasoned judgment and a high degree of initiative and independence.

This position typically reports to the Water Operations Manager, and directs the work of assigned supervisors and staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, controls, integrates and evaluates the work of the Water division; with supervisors and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.
2. Manages the performance of division staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.
4. Participates in the formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.
5. Through subordinate supervisors, oversees the maintenance and operations of water production and distribution activities, and equipment and infrastructure maintenance; prioritizes work orders; reviews and evaluates daily activities and work assignments with supervisors and provides expertise in resolving operational and maintenance issues; directs response to and recovery of service during emergencies, as well as planned and unplanned operation stoppages; oversees and approves overtime work.
6. Ensures water distribution operations functions and staffing on a 24x7 basis; ensures treatment processes are maintained within operating parameters and that all required logs and reports are completed and maintained in accordance with regulatory requirements; investigates and ensures treatment problems are resolved in accordance with state rules and regulations; monitors completion of sample collection schedules in accordance with strict regulatory requirements.
7. Reviews capital improvement plans and large maintenance projects and confers with engineering consultants and other water agencies on operational needs and effectiveness; oversees the work on large-scale jobs and performs advanced troubleshooting, maintenance and repair activities; inspects new equipment and construction to ensure proper operation and adherence to specifications.
8. Oversees the use of technology and the SCADA system to check reservoir levels and distribution flow to ensure the proper functioning of water facilities; ensures infrastructure, system security and data integrity controls are in place and operational.
9. Ensures customer complaints/concerns regarding water quality, water system operation and maintenance activities, and meter operations and billing issues are investigated and addressed; performs escalated investigations and advanced troubleshooting; oversees water conservation education and water-related community outreach programs.
10. Implements the City's agreement with Metropolitan Water District (MWD) and Upper Los Angeles River Area (ULARA) Watermaster; assists with negotiations and the preparation of reports, plans, agreements and amendments; ensures projects and programs are communicated effectively and comply with agreements, permits and regulations.
11. Plans and oversees investigative projects and plans related to the current and future water supply; reviews and performs technical analyses of future supply and demand, waterworks design and construction techniques, and changes in codes and regulations; performs technical analyses to ensure compliance with regulations and water quality requirements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

12. Ensures strict safety policies and safe work procedures; may assist as a first responder in the event of spills or accidents; ensures safety equipment is in sound working condition and that department employees have participated in safety training.
13. Researches, evaluates and integrates new work practices, technology and systems to enhance productivity; performs project management duties; prepares purchase orders, inventory and tracking reports, quality-control reports, personnel-action reports and accident reports as necessary.
14. Periodically reviews and evaluates required inspection and maintenance programs to ensure compliance with regulatory operation permits, rules and regulations; prepares a variety of mandated monthly, quarterly and annual reports to regulatory agencies including the State Water Resources Control Board and ULARA; develops or oversees the development of the Annual Water Quality Report and the Urban Water Management Plan.
15. Serves as the department's representative to professionals, industry groups, community groups, customers, regulators and other agencies; participates in negotiations with contractors, consultants, vendors and other municipalities.
16. Acts in the absence of the Water Operations Manager as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Principles, practices and techniques of water production and distribution applicable to the City's water system.
2. Principles, methods and techniques for operating pumps, valves, motors, chemical feed systems and electronic, computerized and manual control systems.
3. Principles, theories and practices of asset management and computerized maintenance management systems.
4. Theory, principles and practices of regulatory compliance.
5. Principles, methods, practices and techniques utilized in chemical and biological analyses.
6. Uses of Supervisory Control and Data Acquisition (SCADA) control systems and instrumentation, manual control systems and computer applications related to the work.
7. Local, state and federal laws and regulations regarding the production and transmission of potable water including the Safe Drinking Water Act, Title 22 and relevant Environmental Protection Agency (EPA) regulations.
8. Federal, state and local laws, regulations and permitting requirements applicable to assignment.

MINIMUM QUALIFICATIONS

9. Principles and practices of public administration, including long-range planning, budgeting, purchasing and maintaining public records.
10. Research methods and statistical analysis techniques.
11. Principles and practices of public administration, including budgeting, purchasing and maintenance of public records.
12. Principles and practices of effective management and supervision.
13. Principles and practices of sound business communications.
14. City human resources policies and labor contract provisions.
15. Safety policies and safe work practices applicable to the work.

ABILITY TO:

1. Plan and direct the activities of a water division of Public Works.
2. Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
3. Direct the development and/or analysis of operational and maintenance processes, procedures, plans, contracts and regulatory filings for the assigned division.
4. Work collaboratively with directors and managers, and provide expert advice and counsel to develop solutions to complex issues.
5. Organize, set priorities and exercise expert independent judgment within areas of responsibility.
6. Develop and implement appropriate procedures and controls.
7. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
8. Communicate effectively, both orally and in writing.
9. Understand, interpret, explain and apply applicable laws, codes and ordinances.
10. Represent the City effectively in dealings with contractors, regulators and other City employees.
11. Present proposals and recommendations clearly, logically and persuasively.
12. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.

MINIMUM QUALIFICATIONS

- 13. Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.
- 14. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent with additional college-level coursework in water chemistry and water treatment technology, and eight years of progressively responsible experience in skilled maintenance and operation of a water system, at least two of which were in a supervisory capacity; or an equivalent combination of training and experience, are required.

A bachelor's degree in business or public administration, life sciences, engineering or a closely related field is highly desirable.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license is required.

California State Water Resources Control Board Water Distribution System Operator D3 is required.

California State Water Resources Control Board Water Treatment Operator Grade T2 is required. T3 is desired.

Annual certification for CPR, First Aid, and Confined Space Entry per OSHA requirements are required for some assignments.

Additional certification is highly desirable, including:

Los Angeles County Backflow Tester certification.

Cross-Connection Control Program Specialist certification.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 25 pounds unaided.

PHYSICAL AND MENTAL DEMANDS

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

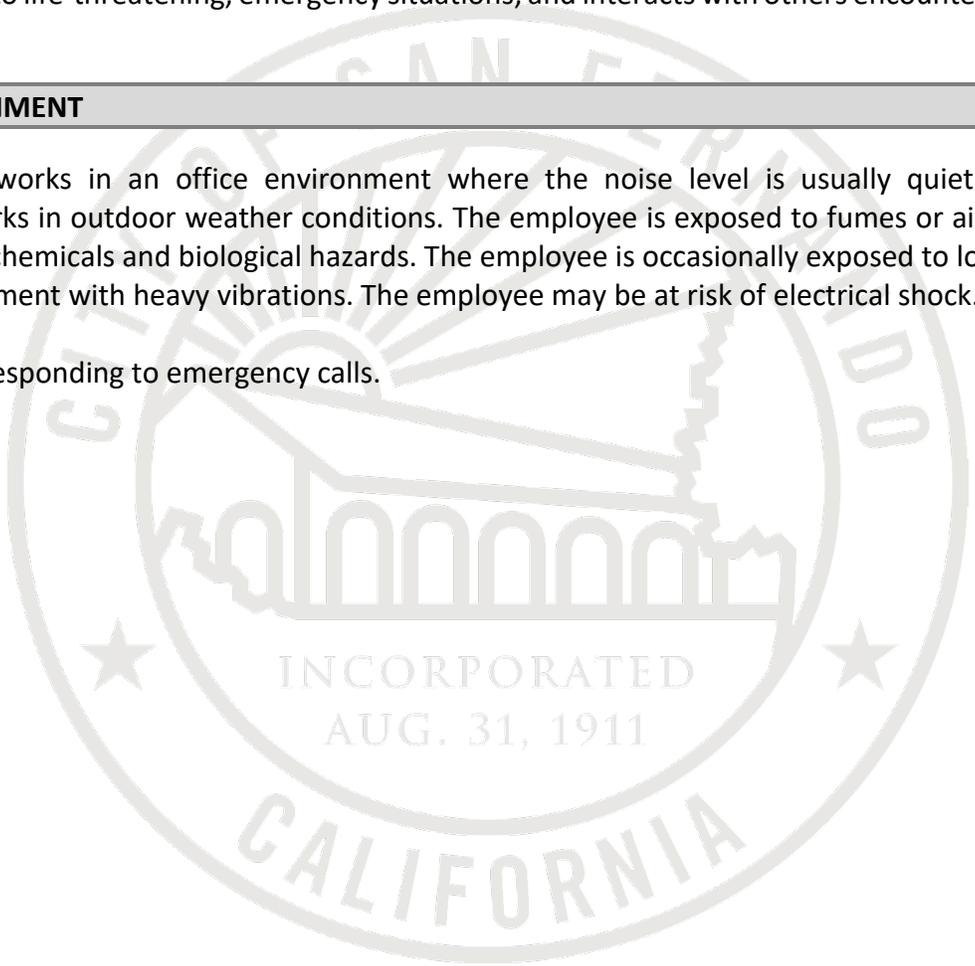
MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; responds to life-threatening, emergency situations; and interacts with others encountered in the course of work.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet. The employee occasionally works in outdoor weather conditions. The employee is exposed to fumes or airborne particles, toxic or caustic chemicals and biological hazards. The employee is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations. The employee may be at risk of electrical shock.

Work requires responding to emergency calls.



JOB SPECIFICATION

CLASS TITLE	ADOPTION	
WATER SYSTEM SUPERVISOR	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under direction, plans, supervises and participates in the work of employees engaged in the installation, maintenance, repair and testing of the City's water distribution and/or production systems, as assigned, including pipelines, mains, valves, hydrants, meters, pumps, wells, supervisory control and data acquisition (SCADA), and electrical instrumentation; oversees sampling and testing of water in the domestic system; oversees regulatory compliance; oversees cross connection program (Title 17 and Title 22); and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

A Water System Supervisor is responsible for providing work planning, scheduling, supervision, technical assistance and training to an assigned water division. An incumbent is responsible for assisting in formulating and developing assigned division goals and objectives, supervising, inspecting and participating in the work of assigned personnel and directing day-to-day work activities. Work and results are reviewed through field inspections and analysis of records, reports and completed work orders. Assignments are broad in scope, requiring significant independent decision making and impact on department success.

This position typically reports to the Water Superintendent and supervises the work of the water distribution and/or production staff. Water System Supervisor is distinguished from Water Superintendent in that an incumbent in the latter class manages multiple divisions: production and/or distribution in water division within Public Works through subordinate supervisors.

Production and Distribution Water System Supervisors may assist between both divisions when deemed necessary.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, assigns, schedules, supervises and evaluates the work of assigned staff; with staff, develops, implements and monitors work plans to achieve assigned division objectives; provides input to the annual budget; makes purchases and other expenditures in accordance with City procedures and monitors performance against the annual budget; participates in developing, implementing and evaluating plans, processes and procedures to achieve established goals and objectives in accordance with department standards; prepares and maintains a variety of records and reports.

ESSENTIAL DUTIES AND RESPONSIBILITIES

2. Interviews and participates in selecting new division staff; supervises and evaluates staff performance; establishes performance requirements and personal development targets; regularly monitors performance and provides training, coaching and mentoring for performance improvement; recommends performance recognition when warranted; with management concurrence, implements the progressive discipline process to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.
3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and City's mission, objectives and values regarding teamwork, mutual trust and respect; applies best practices and quality assurance processes to assigned areas of responsibility; enforces the maintenance of safe working conditions and ensures safe work practices are followed by staff.
4. Plans, organizes and supervises water production (treatment) and/or distribution operations, as assigned, and backflow program; reviews, prioritizes and groups pending work orders to achieve timely completion, minimize impact on customers and make effective use of staff resources; reviews plans and lays out jobs in collaboration with the Water Superintendent.
5. Coordinates work with other Public Works divisions; participates in the contractor selection process; monitors the work of contractors and employees to ensure timely completion of maintenance and repair projects and work orders in accordance with state water requirements and department work and safety standards; assists with field inspections of work in progress and at completion.
6. Communicates with residents and business owners regarding water quality issues, maintenance and service problems; checks for accuracy of meters; responds to a variety of customer inquiries including starting and shutting off service, reports of leaks, broken meters, low/high pressure and no water complaints; advises customers of solutions where appropriate; responds to emergency callouts; notifies customers of unusual or excessive consumption and assists with water conservation outreach; tests pressure and flow; tests pressure at fire hydrants; identifies causes and makes corrections.
7. Provides advanced technical assistance to staff and performs work requiring advanced technical skill and higher levels of certification; trains staff in work methods, use of tools and equipment; inspects and evaluates work being performed; identifies problem areas and directs remedial action; conducts safety training; ensures all crew members and contractors have completed mandated safety training and have certifications required for assigned work; responds to and oversees responses to hazardous materials/emergency situations and accidents; performs site cleanup and reporting procedures; interfaces and cooperates with various agencies in emergency situations and complies with all mandated requirements.
8. Prepares and coordinates a variety of work reports and records; attends meetings; prepares and maintains detailed documentation; plans and lays out jobs from drawings, sketches or verbal instructions; maintains records in the form of maps, drawings and specifications; maintains maintenance records and requests including work order tracking; requisitions necessary tools, equipment and supplies; schedules and coordinates activities with other divisions and departments.

ESSENTIAL DUTIES AND RESPONSIBILITIES

9. Researches new operations methods, maintenance/construction techniques and equipment, and recommends their application.

As assigned and certified:

10. Ensures that chemical treatment processes, chemical dosages and residuals are maintained within operating parameters and that all required logs and reports are completed and maintained in accordance with regulatory requirements; investigates and ensures that dosage problems are resolved in accordance with state rules and regulations; prepares water sample collection schedules in accordance with strict regulatory requirements and participates in sampling program; works with certified laboratory to plan for changes in sampling requirements and to resolve problems identified at field sample sites; researches and responds to customer water quality complaints.

11. Operates water distribution system by regulating water flow throughout the distribution system using control valves and manual, electronic and computer control systems (SCADA); reads gauges, meters, charts and graphs; operates valves, electric motors and related equipment; inspects equipment to ensure proper functioning, minimize interruptions in water production and alleviate costly repairs.

12. Monitors reservoir levels and pressure valve levels at each site and makes appropriate adjustments to ensure adequate stored water supply and pressure; records daily readings of water produced.

13. Identifies abnormally operating equipment and uses advanced troubleshooting methods and skills to diagnose, analyze and ensure that required repairs are made; assigns and performs installation, preventative maintenance and repair work on pipelines, valves, meter services, fire hydrants, electrical and telemetry equipment, electric motors and controls, and other appurtenances and equipment.

14. Develops and directs the execution of complex or non-routine traffic safety plans under the California Manual on Uniform Traffic Control Devices for Streets & Highways (MUTCD); ensures the establishment of safe work zones; ensures all required underground service alerts are processed; determines types of traffic control and barricade equipment required to meet applicable safety procedures and regulations; ensures all applicable OSHA and environmental protection regulations and procedures are enforced; and supervises confined-space entry.

15. Acts in the absence of the Water Superintendent as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Principles, practices and techniques of water production and distribution applicable to the City's water system.
2. Principles, methods and techniques for operating pumps, valves, motors, chemical feed systems and electronic, computerized and manual control systems: SCADA and Infra Map software.
3. Principles, methods, practices and techniques utilized in chemical testing and analysis.

MINIMUM QUALIFICATIONS

4. Principles, methods, techniques, tools and equipment used in the installation, maintenance, repair and lubrication of mechanical equipment and machinery common to a municipal water system, including disinfection systems and pipe materials, fittings and pipefitting tools and methods.
5. Principles, methods, techniques, tools and equipment used in the maintenance and repair of deep water wells.
6. Trenching and shoring methods and techniques.
7. Principles and practices of effective customer service.
8. Local, state and federal laws and regulations regarding the production, treatment, storage and transmission of potable water, including the Safe Drinking Water Act and relevant EPA regulations.
9. Safety policies, procedures and safe work practices applicable to assignment including OSHA regulations, confined-space entry, California Accidental Release Prevention (CalARP) requirements and safe traffic control practices.
10. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
11. Uses and operations of SCADA control instrumentation standard business software and Infra Map software.
12. City practices and procedures for budgeting, purchasing, and maintaining public records.
13. Principles and practices of effective employee supervision.
14. City personnel policies and labor contract provisions.

ABILITY TO:

1. Plan, supervise, assign, review and evaluate the work of staff engaged in the operation, treatment, maintenance and repair of the City's water system.
2. Monitor and maintain production treatment and distribution processes at optimal and cost-effective levels; troubleshoot system and equipment anomalies, malfunctions and failures, evaluate alternatives and adopt effective courses of action quickly and effectively.
3. Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
4. Communicate effectively, both orally and in writing.

MINIMUM QUALIFICATIONS

5. Prepare clear, concise and accurate regulatory reports, specifications, documentation, reports of work performed and other written materials.
6. Be medically authorized to be fitted for and wear a respirator.
7. Coordinate division operations and activities with other divisions, departments and agencies.
8. Organize, set priorities and exercise sound independent judgment within areas of responsibility.
9. Understand, interpret, explain and apply applicable laws, codes and ordinances.
10. Present proposals and recommendations clearly, logically and persuasively.
11. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
12. Represent the City effectively in dealings with contractors, regulators and the public.
13. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from high school or GED equivalent with additional college-level coursework in water chemistry, and water treatment technology, and seven years of progressively responsible experience in skilled maintenance and operation of a water system, at least two of which were in a lead or supervisory capacity; or an equivalent combination of training and experience, are required.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program are required. Valid California Class B driver's license is desired.

California State Water Resources Control Board Water Distribution System Operator Grade D2 is required.

California State Water Resources Control Board Water Distribution System Operator Grade D3 is highly desired.

California State Water Resources Control Board Water Treatment Operator Grade T1 is required.

California State Water Resources Control Board Water Treatment Operator Grade T2 is highly desired.

Los Angeles County Backflow Tester Certification is highly desired.

MINIMUM QUALIFICATIONS

Cross-Connection Control Program Specialist certification is highly desired.

Annual certification for CPR, and First Aid are required.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/ abusive individuals.

WORK ENVIRONMENT

The employee regularly works in outside weather conditions. The employee frequently works near moving equipment and mechanical parts in or near street traffic with significant exposure to unsafe or hazardous drivers; is exposed to wet or humid conditions and vibration; and works in high, precarious places. The employee is exposed to fumes or airborne particles, toxic or caustic chemicals, and biological hazards. The employee is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations. The employee may be at risk of electrical shock.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
WATER WORKER I/II	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under general supervision, performs semi-skilled and skilled work in the construction, maintenance and repair of the water distribution system including pipelines, mains, valves, hydrants and meters; constructs and performs corrective and preventative maintenance on water distribution equipment and systems; operates a variety of light- to heavy-duty motorized maintenance and construction equipment; reads and records water meter readings; cleans and repairs meters; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Water Worker I is the entry-level class. Initially under direct supervision, incumbents learn and perform a variety of semi-skilled and skilled duties in the installation, maintenance and repair of the City's water distribution systems, facilities and equipment. This class is alternately staffed with Water Worker II, and incumbents may advance to the higher level after gaining certification and demonstrating proficiency that meet the qualifications for the higher-level class.

Water Worker II is the skilled journey-level class in the series. Incumbents may perform a full range of duties in any of the department's functional areas outlined above. Incumbents are knowledgeable on a wide number of installation, troubleshooting and repair methods and practices, Uniform Design and Construction Standards, meter reading and repair, and applicable safety/traffic control regulations.

This position reports directly to the Water System Supervisor and/or, when assigned, to the Senior Water Worker. Water Worker II is distinguished from Senior Water Worker in that an incumbent in the latter class has a higher level of certification, works with greater independence and may lead a small crew on an assigned project.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Performs skilled and semi-skilled work in the installation, repair and maintenance of water distribution system, including pipelines, taps, laterals, valves, meter services, fire hydrants, air vacs, blow offs and associated water distribution system facilities and equipment; carries out duties with careful attention to City and all other applicable safety, traffic and environmental regulations.
2. Performs skilled and semi-skilled work in the repair, relocation, adjustment and replacement of mains and service laterals; excavates sidewalks, streets, trenches and culverts, following safe dig practices and required shutdown procedures if applicable; using hand and power tools and equipment, exposes mains

ESSENTIAL DUTIES AND RESPONSIBILITIES

- and lines and installs/removes various types of trench shoring/shielding; evaluates conditions, assesses damage if applicable; operates large and small valves to shut off and turn on water service; installs various sizes of pipe; back fills, compacts and fills excavations based on City requirements; installs metal plates, temporary asphalt patches or mixes and pours concrete patches.
3. Cuts pipe using saws, pipe cutters, torches and other tools; caulks joints; threads and bends pipe; performs taps on all sizes of mains and service connections under pressure or following main shutdowns.
 4. Inspects, tests and exercises valves and gates; determines water flow direction and performs required main shutdown procedures; inspects, installs, troubleshoots, aligns, repairs and replaces various valve stops under pressure or following main shutdowns.
 5. Reads residential and commercial water meters on various assigned routes using hand-held computers and/or AMR equipment; locates meters and accurately records readings; ensures readings fall within historical consumption limits; verifies service information to ensure proper identification and billing information for customer accounts, including meter number; performs rereads as necessary.
 6. Responds to questions and complaints from property owners and the public regarding work and line shutdowns; assists with investigations of improper or unusual conditions of water utilization; performs a variety of field customer service tasks via generated work orders.
 7. Inspects, tests, installs, makes minor repairs and replaces all sizes and types of meters, meter boxes and lids; tests and calibrates meters to ensure accurate reads; installs meters in vaults; sets meter boxes to grade.
 8. Installs, repairs, replaces and maintains fire hydrants to meet standards and requirements; excavates fire hydrants and exposes laterals and mains; replaces cast iron laterals.
 9. Plans work from blueprints, drawings, sketches or instructions; maintains records, plans and inspection documents.
 10. Assignments tasked may include: clean wells, tanks and other water facilities; maintain buildings and grounds; remove weeds, debris and trash from assigned areas; perform skilled craftwork including plumbing, carpentry and basic electrical work.
 11. Operates various types and sizes of trucks and motorized equipment, such as dump trucks, tractors, backhoes and loaders; operates hydraulic pumps, tapping machines, concrete saws, valve machines, jackhammers, pipe cutters, power generators, tampers, compaction testers and a wide variety of other hand and power equipment; checks pre-operating condition of vehicles and equipment to ensure proper and safe working condition; ensures proper loading and unloading of tools and equipment; cleans and maintains tools and equipment; requisitions necessary tools, equipment and supplies.
 12. May be tasked to collect water samples for analysis as certified.
 13. In emergencies, may be tasked to assist other Public Works crews as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

14. Complies with all safety regulations and safe work practices, including the use of personal protective equipment; may work in confined spaces as part of a crew.
15. Assists with or locates mains, service line laterals and valves; assists with or locates and verifies all intersecting utilities by potholing; sets up safe work zones/areas at all work sites; sets up equipment and procedures to secure maximum safety in operations; sets up traffic safety zone cones and barricades.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Methods, techniques, tools and equipment common to water utility construction and maintenance.
2. Basic trenching and shoring methods and techniques.
3. Basic pipe materials, fittings and pipefitting tools and methods.
4. Safe Drinking Water Act, AWWA and relevant state and federal regulations.
5. Shop mathematics.
6. Basic operational and design standards of the City's water distribution and sewer collection systems.
7. Methods and equipment used in weed and insect control.
8. Operation and maintenance of a wide variety of construction vehicles and equipment, hand and power tools and equipment common to the field.
9. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
10. Safety policies, procedures and safe work practices applicable to assignment, including OSHA regulations.
11. Traffic control practices and requirements.
12. Records management, recordkeeping, filing and basic purchasing practices and procedures.
13. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.

ABILITY TO:

1. Learn and perform skilled tasks in the installation, repair and maintenance of the City's water system.
2. Select appropriate methods and techniques applicable to differing conditions, equipment and devices.

MINIMUM QUALIFICATIONS

3. Safely operate and maintain the tools and equipment, including heavy equipment, common to water utility construction and maintenance.
4. Understand, interpret and apply detailed work procedures and standards applicable to repair, maintenance and installation of distribution system mains, service lines, valves, meters and other devices and facilities.
5. Safely operate and maintain tools and equipment.
6. Read and interpret plans, maps, layouts, piping sketches and facility record drawings.
7. Perform heavy manual tasks for extended periods of time.
8. Perform shop math.
9. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
10. Reach sound decisions in accordance with City policies and procedures.
11. Keep basic written records of work performed
12. Communicate effectively, both orally and in writing.
13. Understand and follow written and oral instructions.
14. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Water Worker I - Graduation from high school or GED equivalent, and one year of progressively responsible experience in skilled public works or water system maintenance and construction work; or an equivalent combination of training and experience, are required. Experience in a public agency is preferred.

There is no permanent status as Water Worker I. Incumbents must pass probation and be capable of meeting the proficiency criteria and certification requirements to be promoted to the full journey-level Water Worker II within 12-24 months or be terminated or returned to a position allocated to a classification in which the employee has passed probation.

Water Worker II - Two years of experience in the construction, maintenance and repair of a comparable water system is required.

MINIMUM QUALIFICATIONS

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program are required. Valid California Class B driver's license is desired.

Water Worker I - California State Water Resources Control Board Water Distribution System Operator Grade D1 certification is required. A Grade D2 certification is required within 12 months of appointment.

Water Worker II - California State Water Resources Control Board Water Distribution System Operator Grade D2 certification is required.

In order to advance to higher levels in the class series, incumbents must progress towards the attainment of City-required certifications in area of assignment. Based on assignment, additional certifications may be required.

Annual certification for CPR, First Aid, and Confined Space Entry, per OSHA requirements, are required for some assignments.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 50 pounds, and occasionally lift and/or move up to 100 pounds.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses shop math; learns and applies new information and skills; responds to emergency situations; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee regularly works in outside weather conditions. The employee frequently works near moving equipment and mechanical parts in or near street traffic with significant exposure to unsafe or hazardous drivers; is exposed to wet or humid conditions and vibration; and works in high, precarious places. The employee is exposed to fumes or airborne particles, toxic or caustic chemicals, and biological hazards. The employee is occasionally exposed to loud or prolonged noise and equipment with heavy vibrations. The employee may be at risk of electrical shock.

The employee may be required to work various shifts and standby at night, on weekends and holidays as needed.



JOB SPECIFICATION

CLASS TITLE	ADOPTION	
EXECUTIVE ASSISTANT TO THE CITY MANAGER	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION NON-EXEMPT	

GENERAL PURPOSE

Under direction, provides complex, responsible and confidential administrative and office management support services to the City Manager; coordinates with other departments, agencies and elected officials; oversees the implementation of the City’s public information and community outreach program including managing the City website; may lead a small team of clerical support workers; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Executive Assistant to the City Manager is a single-incumbent executive support position. In addition to performing the full journey-level skilled duties, the incumbent is responsible for providing a wide array of complex, diverse and confidential secretarial, administrative and support services to the City Manager and City Council, often in a highly sensitive and rapidly changing environment. The incumbent operates in an environment characterized by involvement in broad City-wide issues and interaction with top executives and elected officials on complex and sensitive matters. Incumbents may also oversee the work of lower-level staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Leads, provides work guidance and direction and participates in the work of unit members; participates in scheduling, assigning and monitoring work of other employees for completeness, accuracy and conformance with City and departmental standards; provides information, instruction and training on work processes, proper uses of equipment and safe work practices; provides input to the supervisor on employee work performance and behaviors; estimates personnel, equipment and material requirements for assigned jobs; may order work materials and supplies; assists in ensuring a fair and open work environment in accordance with the City’s commitment to teamwork, mutual trust and respect.
2. Oversees and performs administrative support for the City Manager’s office and members of the City Council; composes, prepares and/or assigns memoranda, correspondence, City Council agenda items, reports, presentations, spreadsheets, forms and other documents, often of a highly sensitive and confidential nature; proofreads and reviews the work product of typed and other materials for accuracy, completeness and compliance with City standards, policies and procedures; ensures materials, reports and documents for signature are accurate and complete; reviews for signature agenda reports; responds independently to correspondence and email inquiries regarding a variety of City matters; relieves the

ESSENTIAL DUTIES AND RESPONSIBILITIES

- City Manager of a variety of administrative details.
3. Maintains the City Manager's and City Council member's calendars; coordinates, schedules, arranges and confirms meetings, appointments, conferences, hearings and community/intergovernmental events; provides weekly schedules to City Council members; screens requests for appointments and sends regret letters for events not attended; researches and prepares background packets for meetings and events; prepares travel requests, makes travel arrangements and sets itineraries.
 4. Monitors department and City Council budget usage and fund percentages and may assist with budget projections; maintains separate budget and expense tracking programs for each Council member and provides weekly accounting; oversees department purchasing functions including preparation and/or review of requisitions, purchase orders and associated bid packages and accounts payable processing; performs timekeeping and payroll processing.
 5. Reviews payroll transactions for accuracy and makes necessary corrections; reviews the more difficult and complex payroll transactions for compliance with MOU provisions and City and department policies and procedures; calculates and reconciles employee time accruals; reviews for accuracy and approves timesheets.
 6. Researches, develops and drafts for approval materials such as news releases, fact sheets, flyers, brochures, monthly newsletters, presentations and speeches; writes or obtains and edits content from a variety of sources; prepares and coordinates the distribution of proclamations and certificates; takes or obtains photography; uses personal computer and desktop publishing capabilities to prepare presentations and public information materials; maintains media contact and mailing lists; screens requests from the media.
 7. Manages content of the City's website, including developing new and updated content and researching appropriate links for related sites; develops and maintains e-mail marketing and e-notification programs; oversees and monitors the City social media networks, including content coverage and accuracy, frequency of postings and public responses.
 8. Responds to public inquiries for filming and special events by providing rules and regulations, location information, rates, date availability and technical information and by answering related questions; accepts and processes permit applications and issues approved permits; prepares bills and collects fees; resolves billing and collections issues; publishes, maintains and archives permits and files; notifies the public about filming or event impacts.
 9. Attends and serves as recording secretary to assigned commissions; makes all meeting arrangements including preparation and posting of agendas and notices; prepares and distributes agendas and supporting documents to appropriate parties; takes and transcribes meeting minutes; prepares and distributes decision letters and outcome notices.
 10. May act in the absence of the Deputy City Clerk as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Office administration practices and procedures.
2. Legislative methods, techniques, documentation and procedures of the City Manager's office and the City Council.
3. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
4. Provisions of the Brown Act and the Public Records Act.
5. Principles, practices, concepts and techniques used in developing and executing marketing, public relations, social media and community outreach plans, programs and strategies.
6. Operations and requirements of the City payroll and financial systems.
7. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.
8. Basic human resources procedures, methods and practices as they relate to departmental responsibilities for administration of recruitment, selection, payroll, benefit programs and related functions.
9. Research methods and data analysis techniques.
10. Safety policies and safe work practices applicable to the work.
11. Records management, recordkeeping, filing and basic purchasing practices and procedures.
12. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.
13. Uses and operations of graphics software and website content management systems.
14. Basic principles and practices of employee supervision.

ABILITY TO:

1. Communicate information accurately and effectively; comprehend requests for information or assistance; maintain a courteous and tactful manner when under pressure or in antagonistic situations.
2. Organize, set priorities and exercise sound, independent judgment.
3. Compose clear, concise and comprehensive analyses, correspondence, reports, studies, agreements,

MINIMUM QUALIFICATIONS

- presentations and other written materials from brief instructions.
4. Reach sound decisions in accordance with City policies and procedures.
 5. Prepare, administer and monitor a department budget and anticipate future budgetary needs.
 6. Maintain highly confidential information.
 7. Understand and follow written and oral instructions.
 8. Represent the City effectively in dealings with elected and appointed officials, other municipalities and agencies, and the public.
 9. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from a four-year college or university with a major in business or public administration, marketing or another relevant field, and at least seven years of progressively responsible experience in administrative, financial and/or technical support functions; or an equivalent combination of training and experience. Experience in a public agency is preferred.

Additional experience of the required type may be substituted for up to two years of the required education.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

Current license as a Notary Public issued by the State of California is highly desired.
Ability to speak Spanish is highly preferred.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10

PHYSICAL AND MENTAL DEMANDS

pounds unaided.

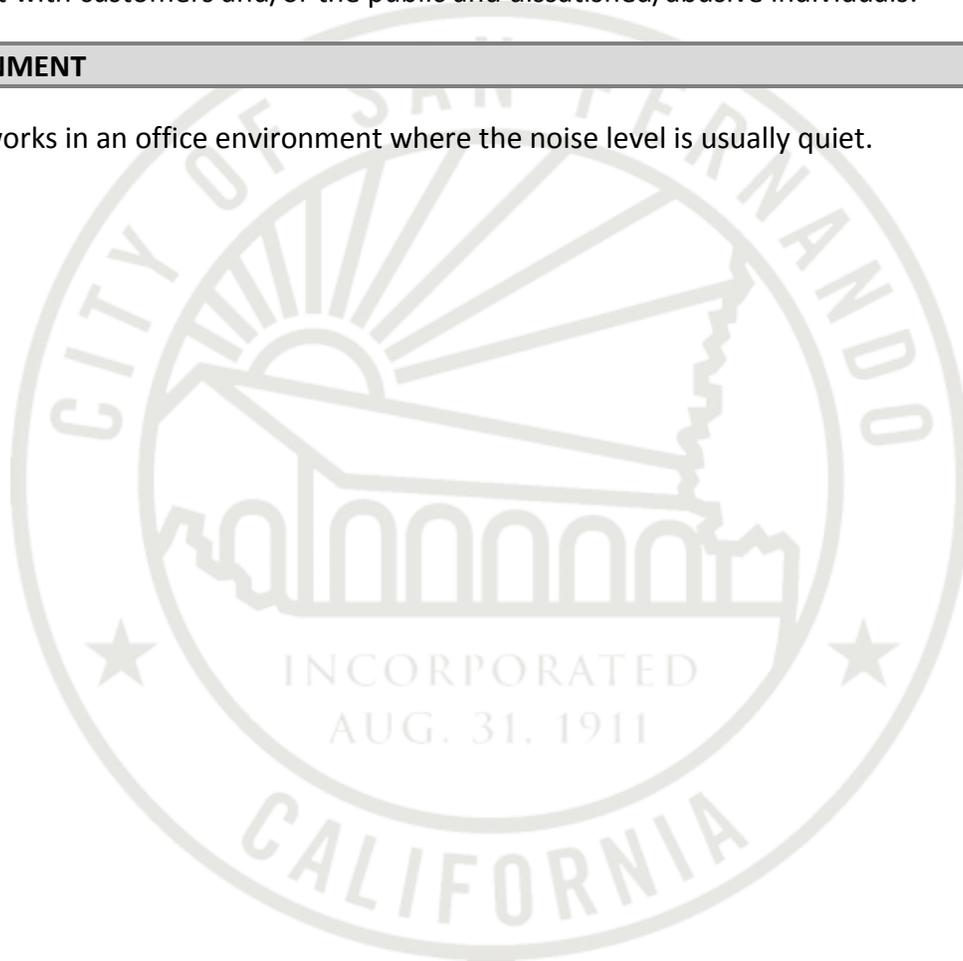
Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills and basic math; learns and applies new information and skills; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet.



RESOLUTION NO. 8093

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING PORTIONS OF SECTIONS 1, 2 AND 3 OF
RESOLUTION NO. 8070, ADOPTED JUNE 21, 2021**

THE COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: That that portion of Section 1 of Resolution No. 8070, adopted June 21, 2021, as amended, be further amended by replacing "Schedule G For General Employees (SFPEA)" on Page 2 with the following, effective July 31, 2021:

SCHEDULE G FOR GENERAL EMPLOYEES (SEPEA)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
68	3820	4030	4257	4486	4733
69	3870	4085	4307	4544	4793
70	3953	4172	4400	4641	4896
71	3975	4192	4423	4665	4923
72	4089	4314	4549	4800	5062
73	4176	4401	4644	4898	5168
74	4217	4446	4691	4949	5221
75	4256	4494	4738	4999	5272
76	4342	4576	4829	5096	5374
77	4428	4674	4929	5201	5485
78	4452	4695	4953	5225	5513
79	4545	4794	5058	5338	5631
80	4613	4866	5134	5418	5716
81	4682	4940	5211	5498	5801
82	4752	5014	5291	5580	5886
83	4823	5088	5368	5663	5975
84	4873	5142	5424	5723	6037
85	4964	5237	5525	5829	6149
86	5039	5317	5609	5918	6243
87	5122	5403	5701	6015	6346
88	5199	5485	5787	6104	6438
89	5277	5566	5873	6198	6537
90	5355	5649	5960	6288	6633
91	5435	5734	6050	6383	6732
92	5518	5820	6141	6478	6835

**SCHEDULE G
FOR
GENERAL EMPLOYEES (SEPEA)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
93	5600	5908	6233	6576	6936
94	5686	5999	6328	6675	7046
95	5769	6086	6419	6774	7143
96	5856	6175	6515	6876	7253
97	5946	6271	6616	6982	7365
98	6035	6367	6716	7084	7475
99	6124	6460	6814	7193	7587
100	6216	6560	6919	7298	7700
101	6309	6656	7022	7408	7814
102	6401	6754	7126	7518	7932
103	6498	6854	7235	7631	8051
104	6597	6957	7343	7745	8171
105	6696	7062	7453	7861	8294
106	6797	7170	7565	7981	8420
107	6899	7278	7678	8101	8546
108	7002	7387	7793	8222	8676
109	7107	7498	7910	8345	8804
110	7214	7610	8029	8471	8936
111	7322	7725	8149	8598	9071
112	7432	7840	8272	8727	9207
113	7543	7958	8396	8858	9345
114	7656	8074	8520	8987	9483
115	7771	8195	8649	9122	9626
116	7888	8318	8778	9258	9769
117	8006	8443	8910	9398	9917
118	8126	8570	9044	9539	10066

SECTION 2: That that portion of Section 1 of Resolution No. 8070, adopted June 21, 2021, as amended, be further amended by replacing “Schedule C For Confidential Employees (Unrepresented)” on Page 3 with the following, effective July 31, 2021:

**SCHEDULE C
FOR
CONFIDENTIAL EMPLOYEES (UNREPRESENTED)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
68	4254	4468	4688	4923	5168

SCHEDULE C FOR CONFIDENTIAL EMPLOYEES (UNREPRESENTED)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
69	4359	4574	4805	5045	5297
70	4468	4692	4927	5171	5430
71	4579	4808	5047	5300	5565
72	4699	4936	5182	5443	5716
73	4818	5060	5313	5578	5856
74	4939	5186	5445	5718	6003
75	5063	5316	5580	5859	6154
76	5188	5448	5721	6006	6306
77	5311	5576	5857	6149	6456
78	5446	5719	6006	6307	6621
79	5585	5864	6159	6467	6789

SECTION 3: That that portion of Sub-section B of Section 2 of Resolution 8070, adopted June 21, 2021, as amended, be further amended by **deleting** the Salary Ranges and Salary Steps A – E of the following job classifications on Pages 5-8, effective July 31, 2021, **except** for Water classifications, which, pursuant to Section 3 of the MOU Side Letter Agreement between the City and SFPEA/SEIU Local 721, shall only be deleted after 18 months from the adoption of the MOU Side Letter Agreement or after the affected employees have received the necessary certifications to meet the minimum requirements for the applicable Water classification; whichever comes first:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Community Services Supervisor	88G	5199	5485	5787	6014	6438
Executive Assistant to the City Manager	77C	5311	5576	5857	6149	6456
Finance Office Specialist	68G	3820	4030	4257	4486	4733
Meter Technician	72G	4089	4314	4549	4800	5062
Payroll Technician	68C	4254	4468	4688	4923	5168
Personnel Technician	71C	4579	4807	5048	5300	5565
Public Works Field Supervisor I	82G	4752	5014	5291	5580	5886
Public Works Field Supervisor II	89G	5277	5566	5873	6198	6537

CLASSIFICATION	SALARY RANGE NUMBER/SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Public Works Superintendent	105G	6696	7062	7453	7861	8294
Recreation Supervisor	88G	5199	5485	5787	6104	6438
Senior Account Clerk	68G	3820	4030	4257	4486	4733
Senior Maintenance Worker	73G	4176	4401	4644	4898	5168
Treasurer Assistant	56G	3612	3811	4021	4242	4475
Water Pump Operator/Backflow Technician	76G	4342	4576	4829	5096	5374
Water Superintendent	105G	6696	7062	7453	7861	8294

SECTION 4: That that portion of Sub-section B of Section 2 of Resolution 8070, adopted June 21, 2021, as amended, be further amended by **replacing and adding** the following Job classifications, Salary Ranges, and Salary Steps A – E, effective July 31, 2021:

CLASSIFICATION	SALARY RANGE NUMBER/SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Accounting Assistant	68G	3820	4030	4257	4486	4733
Accounting technician	73G	4176	4401	4644	4898	5168
Cross Connection Specialist	83G	4823	4088	5368	5663	5975
Executive Assistant to the City Manager	79C	5585	5864	6159	6467	6789
Payroll Technician	73C	4818	5060	5313	5578	5856
Personnel Technician	73C	4818	5060	5313	5578	5856
Public Works Supervisor	91G	5435	5734	6050	6383	6732
Public Works Superintendent	109G	7107	7498	7910	8345	8804
Recreation and Community Services Supervisor	88G	5199	5485	5787	6104	6438
Senior Maintenance Worker	77G	4428	4674	4929	5201	5485
Senior Water System Operator	84G	4873	5142	5424	5723	6037
Senior Water Worker	81G	4682	4940	5211	5498	5801

CLASSIFICATION	SALARY RANGE NUMBER/SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Treasurer Assistant	70G	3953	4172	4400	4641	4896
Water Superintendent	113G	7543	7958	8396	8858	9345
Water System Supervisor	95G	5769	6086	6419	6774	7143
Water Worker I	72G	4089	4314	4549	4800	5062
Water Worker II	76G	4342	4576	4829	5096	5374

SECTION 5: That that portion of Sub-section A of Section 3 of Resolution 8070, adopted June 21, 2021, as amended, be further amended by **adding** the following under Item No. 17 (Other Benefits) on Page 18. These Certification and License Pay stipulations shall apply to eligible members of SFPEA/SEIU Local 721 for the remaining term of their current MOU, and shall be effective July 31, 2021:

(17) CERTIFICATION/LICENSE PAY

For the remaining term of the current MOU, the City will provide Certification/License Pay as follows:

- A. Commercial Driver's License (CDL): 5% of base rate of pay for a Class B. 2% of base rate of pay for a Class A. Maximum of 7% for CDL Certification pay.
- B. International Municipal Signal Association (IMSA) 1, 2 & 3: 2.5% of base rate of pay for Grade 1, with an additional 1% of base rate of pay for each additional grade. The Public Works Superintendent classification is required to hold a Grade 1 Certification, therefore, is only eligible for Grades 2 and 3 Certification pay.
- C. California Water Environment Association (CWEA) Grades 1-4 for sewer collections systems: 2.5% of base rate of pay for Grade 1, with an additional 1% of base rate of pay for each additional grade. The Public Works Superintendent and Public Works Supervisor classifications are required to hold a Grade 1 Certification, therefore, are only eligible for Grades 2, 3 and 4 Certification pay.
- D. Engineer in Training (EIT): 5% of base rate of pay.
- E. Qualified Applicator Certification (QAC license) to inspect/monitor contractor compliance: 2.5% of base rate of pay. This pay shall be in-lieu of "Inspector Pay."

- F. ISA Aerial Lift / OSHA Aerial & Scissor Lift Certification and Training: 2.5% of base rate of pay.
- G. International Society of Arboriculture (ISA) Certified Arborist: 5% of base rate of pay.
- H. To qualify for any of the Certification/License Pays identified in subsections (a)-(g), the employee must hold the position of Public Works Superintendent, Public Works Supervisor, Public Works Senior Maintenance Worker, Public Works Maintenance Worker, Civil Engineering Assistant II, or Water classifications identified in Section 2 (a through h) of this MOU Side Letter Agreement (or equivalent if reclassified at a future date).
- I. American Water Works Association (AWWA) Backflow Prevention Tester and Cross-Connection Control Program Specialist: 2.5% for each certification. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- J. California State Water Resources Control Board, Water Distribution System Operator Grade DIII: 2.5% of base rate of pay. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- K. California State Water Resources Control Board, Water Treatment Operator Grade TII and TIII: 2.5% per certification. This Certification/License Pay is only applicable to unit members assigned to the Water Worker I/II and Senior Water Worker classifications.
- L. CPR/First Aid Trainer: 5% of base rate of pay. This Certification/License Pay is only applicable to unit members in classifications assigned to Recreation & Community Services.
- M. Global Identification System (GIS) Certification: 5% of base rate of pay. This certification pay is available to all unit members.
- N. Employees will be ineligible for any of the Certification/License Pays listed in subsections (a)-(g) and (i) to (m) upon expiration/termination of the license or certificate.
- O. Employees receiving any of the Certification/License Pays set forth in Section 10 of this MOU Side Letter Agreement shall not be entitled to Out-of-Class Pay when performing duties authorized by their Certification/License.

- P. Unless otherwise stated in the applicable SFPEA MOU Side Letter Agreement, the Certification/License Pays will be effective July 31, 2021.

SECTION 6: Except as amended herein, all other portions of Sections 1, 2 & 3 of Resolution No. 8070, adopted June 21, 2021, shall remain unchanged and in full force and effect.

SECTION 7: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 7th day of September, 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. 8093 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 7th day of September, 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 September 2021.

Julia Fritz, City Clerk

RESOLUTION NO. 8094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF SECTION 1 OF RESOLUTION NO. 8071, THE FISCAL YEAR 2021-2022 TABLE OF ORGANIZATION, ADOPTED JUNE 21, 2021

WHEREAS, the City Council of the City of San Fernando has adopted the Fiscal Year (FY) 2021-2022 Table of Organization on June 21, 2021, per Resolution No. 8071; and

WHEREAS, the City Council is scheduled to approve an MOU Side Letter Agreement between the City of San Fernando and SFPEA/SEIU Local 721 on September 7, 2021, which is applicable to certain general employees;

WHEREAS, the Table of Organization as adopted for FY 2021-2022, and the MOU Side Letter Agreement scheduled for adoption on September 7, 2021, have provisions for assignment of various positions and classifications to specific departments, divisions and activities by titles and numbers; and

WHEREAS, the City Council is scheduled to approve some position and classification changes that will impact the assignment of certain positions and classifications in the various departments; and

WHEREAS, it is necessary that said positions and classifications be assigned to specific departments, divisions and activities by titles and numbers.

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

SECTION 1: That that portion of the said Table of Organization adopted on June 21, 2021, per Resolution No. 8071, be further amended by **deleting** thereto the following job titles under the "Finance Department" effective July 31, 2021, as follows:

FINANCE

<u>TITLE</u>	<u>BUDGETD HOURS PER WEEK</u>	<u>FULLTIME EQUIVALENT (FTE) STATUS</u>	<u>AVERAGE NUMBER OF PERSONNEL IN POSITION</u>
Finance Office Specialist	40	1	1
Senior Account Clerk	80	2	2

SECTION 2: That that portion of the said Table of Organization adopted on June 21, 2021, per Resolution No. 8071, be further amended by **deleting** thereto the following job titles under the “Public Works Department” effective July 31, 2021, **except** for Water classifications, which, pursuant to Section 3 of the MOU Side Letter Agreement between the City and SFPEA/SEIU Local 721, shall only be deleted after 18 months from the adoption of the MOU Side Letter Agreement or after the affected employees have received the necessary certifications to meet the minimum requirements for the applicable Water classification; whichever comes first:

PUBLIC WORKS

<u>TITLE</u>	<u>BUDGETD HOURS PER WEEK</u>	<u>FULLTIME EQUIVALENT (FTE) STATUS</u>	<u>AVERAGE NUMBER OF PERSONNEL IN POSITION</u>
Meter Technician	40	1	1
Public Works Field Supervisor I	40	1	1
Public Works Field Supervisor II	40	1	1
Water Pump Operator/ Backflow Technician	40	1	1

SECTION 3: That that portion of the said Table of Organization adopted on June 21, 2021, per Resolution No. 8071, be further amended by **deleting** thereto the following job titles under the “Recreation & Community Services Department” effective July 31, 2021, as follows:

RECREATION & COMMUNITY SERVICES

<u>TITLE</u>	<u>BUDGETD HOURS PER WEEK</u>	<u>FULLTIME EQUIVALENT (FTE) STATUS</u>	<u>AVERAGE NUMBER OF PERSONNEL IN POSITION</u>
Community Services Supervisor	40	1	1
Recreation Supervisor	40	1	1

SECTION 4: That that portion of the said Table of Organization adopted on June 21, 2021, per Resolution No. 8071, be further amended by **adding** thereto the following job titles under various departments effective July 31, 2021, as follows:

<u>DEPARTMENT/ TITLE</u>	<u>BUDGETD HOURS PER WEEK</u>	<u>FULLTIME EQUIVALENT (FTE) STATUS</u>	<u>AVERAGE NUMBER OF PERSONNEL IN POSITION</u>
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FINANCE

Accounting Assistant	40	1	1
Accounting Technician	80	2	2

PUBLIC WORKS

Cross Connection Specialist	40	1	1
Public Works Supervisor	40	1	1
Senior Water System Operator	40	1	1
Senior Water Worker	40	1	1
Water System Supervisor	40	1	1
Water Worker I/II	40	1	1

RECREATION AND COMMUNITY SERVICES

Recreation and Community Services Supervisor	40	1	1
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SECTION 5: Except as amended herein, all other provisions of the said Table of Organization adopted on June 21, 2021, per Resolution No.8071, remain unchanged and in full force and effect.

SECTION 6: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 7th day of September, 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. 8094 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 7th day of September, 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 September 2021.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: September 7, 2021

Subject: Consideration to Adopt Resolutions Approving Updated Job Specifications for the Positions of Police Chief, Assistant to the City Manager, and Management Intern

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8087 (Attachment "A") approving updated specifications for Police Chief (Attachment "A" Exhibit "1"), Assistant to the City Manager (Attachment "A" Exhibit "2"), and Management Intern (Attachment "A" Exhibit "3") job classifications;
- b. Adopt Resolution No. 8088 (Attachment "B") amending the Fiscal Year (FY) 2021-2022 Salary Resolution to reflect the proper salary range for the Assistant to the City Manager and the Management Intern classifications;
- c. Adopt Resolution No. 8089 (Attachment "C") amending the FY 2021-2022 Table of Organization to include the Management Intern classifications in each City Department; and
- d. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. On August 5, 2002, City Council adopted Resolution No. 6857 approving an updated specification for the Assistant to the City Administrator job classification.
2. On November 3, 2014, City Council adopted Resolution No. 7652 approving an updated specification for the Police Chief job classification.
3. In 2016, the City engaged Reward Strategy Group ("RSG") to perform a citywide Classification and Compensation Study. As part of that study, RSG draft updated specifications for all current City classifications, including the Police Chief.

Consideration to Adopt Resolutions Approving Updated Job Specifications for the Positions of Police Chief, Assistant to the City Manager, and Management Intern

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4. On June 21, 2021, the City Council approved the FY 2021-2022 Adopted Budget that included funding for an Assistant to the City Manager position.
5. On June 21, 2021, the City Council also approved funding for a paid internship program and allocated funding to each department for up to 960 hours per year for an intern position.
6. On August 2, 2021, Chief Anthony Vairo announced his plans to retire at the end of the calendar year.
7. On August 6, 2021, the City entered into a Professional Services Agreement with Ralph Andersen & Associates for executive recruitment services to assist with the Police Chief recruitment.

ANALYSIS:

Police Chief.

With the announcement of Chief Vairo's retirement, the City engaged an executive recruitment firm to begin the recruitment process forward expeditiously. As part of best management practices, the City reviews job specifications whenever a single-incumbent classification (i.e., the position is only held by one employee) becomes vacant to ensure it is up-to-date with the current responsibilities and expectations of the position. The job specification was last updated in 2014.

The Police Chief classification was also reviewed by the City's Classification and Compensation consultant, RSG, in 2016 and an updated specification was drafted as part of that study. With the impending vacancy of the Police Chief due to retirement, staff reviewed the draft prepared by RSG and made minor edits to reflect the current organizational needs. It is recommended that City Council review and approve the updated specification, which will be used by the City's executive recruitment firm to develop the job announcement and move forward with advertising the position.

Assistant to the City Manager.

The City previously had an Assistant to the City Administrator classification that focused on grant management and economic development. However, this position was eliminated due to budget cuts in December 2010. Additionally, the City's Employer-Employee Relations Resolution No. 4585 (EERR), as amended by Resolution No. 4716, provides orderly procedures for the administration of employer-employee relations between the City and its employee organizations and for resolving disputes regarding wages, hours and other terms and conditions of employment. The EERR designates the Assistant to the Administrative Officer position as management and confidential and shall not be represented by an employee organization. The Administrative Officer form of government has since been replaced by the City Manager form of

Consideration to Adopt Resolutions Approving Updated Job Specifications for the Positions of Police Chief, Assistant to the City Manager, and Management Intern

Page 3 of 4

government. Consequently, the proposed “Assistant to the City Manager” is the “Assistant to the Administrative Officer.”

City Council approved the Assistant to the City Manager position in the City Manager’s Office to focus primarily on grant writing and public information/outreach efforts, among other responsibilities. In addition to generating grant revenue, the Assistant to the City Manager position will assist with moving a number of critical policy efforts forward, including, but not limited to, grant management policies and programs, public engagement policies and procedures, Customer Relationship Management (CRM) software, legislative advocacy policies, and personnel rules and policies. All of these job responsibilities have been incorporated into the proposed specification and, pursuant to the EERR, this position will be established as management, confidential, unrepresented employee.

Management Intern.

The City has had an unpaid internship program for a number of years to offer experiential learning opportunities while providing additional staff resources to City departments. Although the program has been moderately successful, it has also presented challenges in attracting college level talent on a consistent basis as it is an unpaid position.

City Council approved the paid Management Intern position to provide additional college-level resources to research, update, and develop critical City policies, programs and studies, including, but not limited to: Public engagement; Personnel rules and policies; Records retention policies; Social media policies; Comprehensive financial policies; Budget preparation; Legislative advocacy; Capital improvement program; Urban forest management plan; and many other policies, programs and studies critical to moving San Fernando forward.

The proposed Management Intern specification combines duties and responsibilities from multiple departments into one specification that identifies specific duties and responsibilities based on area of assignment. This creates standard minimum qualifications for the Management Intern position across all departments while creating efficiency through the adoption of one job specification rather than multiple specifications.

The proposed minimum qualifications for the Management Intern position require current enrollment in a college program leading to a Bachelor’s degree, with preference given to Juniors and Seniors. Applicants that have already earned a Bachelor degree may serve as a Management Intern while enrolled in a program leading to a Master degree, or within two years of earning a Bachelor or Master degree.

Consideration to Adopt Resolutions Approving Updated Job Specifications for the Positions of Police Chief, Assistant to the City Manager, and Management Intern

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BUDGET IMPACT:

There is no budget impact associated with adopting the proposed job specifications. Funding for the Police Chief, Assistant to the City Manager, and Management Intern positions are included in the FY 2021-2022 Adopted Budget.

CONCLUSION:

Staff recommends that the City Council approve the proposed job specifications for Police Chief, Assistant to the City Manager, and Management Intern.

ATTACHMENTS:

- A. Resolution No. 8087
 - Exhibit 1: Police Chief job specification
 - Exhibit 2: Assistant to the City Manager job specification
 - Exhibit 3: Management Intern job specification
- B. Resolution No. 8088
- C. Resolution No. 8089

RESOLUTION NO. 8087

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING RESOLUTION NO. 4144, ADOPTED DECEMBER
12, 1966 BY THE ADDITION OF SUPPLEMENT NO. 183 THERETO**

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 183 (Exhibits "A-C") covering important and essential duties, job-related and essential qualifications for the following positions and classifications:

**POLICE CHIEF
ASSISTANT TO THE CITY MANAGER
MANAGEMENT INTERN**

Supplement No. 183 is hereby adopted and approved as the new official job classifications and definitions, prescribing important and essential duties, job-related and essential qualifications for the positions and classifications set forth above. Copies of Supplement No. 183 are now on file in the office of the City Clerk. Said Supplement No. 183 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 7th day of September 2021.

Sylvia Ballin, Mayor of the City of
San Fernando

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. 8087, 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 7th day of September 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 _____, 2021.

Julia Fritz, City Clerk

JOB SPECIFICATION

CLASS TITLE	ADOPTION	
POLICE CHIEF	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION EXEMPT	EMPLOYMENT AT-WILL

GENERAL PURPOSE

Under administrative direction of the City Manager, plans, organizes, integrates and directs the work of the Police Department; provides expertise and guidance to management and the City Council on public safety solutions to meet the City’s strategic goals and business objectives; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Police Chief is a single-incumbent position, responsible for policy development, program planning, fiscal management, administration and operation of the divisions of the Police Department. Within assigned areas of accountability, the incumbent operates with substantial latitude and discretion to achieve effective and efficient utilization of resources.

The Police Chief is appointed by and serves at the pleasure of the City Manager and, as part of the executive management team, directs the work of all staff and resources in the Police Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Plans, organizes, directs, controls, integrates and evaluates the work of the Police Department; with management and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.
2. Directs and manages the performance of department staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.
3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department’s and the City’s mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.

ESSENTIAL DUTIES AND RESPONSIBILITIES

4. With other members of the department senior management team, directs and leads formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.
5. Works closely with the City Manager, the City Council, legal advisors and citizen groups in developing programs and implementing projects to improve public safety and address any departmental issues.
6. Plans, organizes, coordinates and directs through subordinate division heads all City police functions including patrol, law enforcement, crime investigation, community services, Internal Affairs, operation of the City jail, Communications Center, traffic/parking enforcement, property room, maintenance of police records and related support services; develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department.
7. Through subordinate managers, directs the department's policies and procedures development and implementation in compliance with federal, state and departmental rules and regulations; establishes and monitors administrative controls and coordinates inspections to ensure conformance.
8. Monitors and directs police response to a variety of situations requiring peace officers, and personally supervises the more critical situations or investigations; directs the investigation of major crimes in coordination with other police agencies.
9. Through subordinate managers, directs the review and analysis of crime data and statistics; coordinates efforts of the department, other agencies and community groups in developing crime prevention strategies throughout the city; identifies additional departmental needs.
10. Meets with officials and citizens on departmental matters; performs a variety of community outreach duties; acts as a department spokesperson to the media and directs departmental public information efforts.
11. Serves as a member of law enforcement committees, boards and ad hoc groups; negotiates and coordinates with other agencies on critical and complex matters.
12. Directs development and implementation of department emergency preparedness, terrorism response, and disaster management plans, functions and programs; ensures compliance with federal, state and local mandates for emergency management; activates sections of the emergency plan.
13. Ensures operational compliance with local, state and federal laws and regulations governing Type-1 jail operations; prepares for and participates in facility inspections; reviews and remedies all areas where the facility is deficient or not in compliance.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Administrative principles and methods including goal setting and long-range planning, program

MINIMUM QUALIFICATIONS

- development and implementation, delegation and employee supervision.
2. Theory, principles, practices and techniques of police administration, criminal justice, modern patrol and criminal investigation techniques, and crime prevention.
 3. Theory, principles, practices and methods of community policing.
 4. Disaster preparedness and terrorism response strategies.
 5. Federal, state and local laws, policies and directives applicable to areas of responsibility including National Institute Management System (NIMS), FCC and HIPPA requirements.
 6. Principles, practices and methods of financing and budget development and implementation.
 7. Research methods and statistical analysis techniques.
 8. Principles and practices of organization and culture change.
 9. Principles and practices of sound business communications.
 10. City human resources policies and labor contract provisions.
 11. Safety policies and safe work practices applicable to the work.

ABILITY TO:

1. Plan and direct the activities of a police department.
2. Exercise judgment, discretion and decision making in emergency situations, under tight deadlines and in crisis situations.
3. Communicate tactfully, respectfully and effectively with the public, both orally and in writing, in a manner consistent with the department's policing and customer service policies.
4. Select, motivate and evaluate staff and provide for their training and professional development.
5. Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
6. Analyze and make sound recommendations on complex issues.
7. Develop and implement appropriate procedures and controls.
8. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.

MINIMUM QUALIFICATIONS

9. Understand, interpret, explain and apply applicable laws, codes and ordinances.
10. Represent the City effectively in dealings with other law enforcement agencies, community and business organizations, the media and the public.
11. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.
12. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Graduation from a four-year college or university with a major in police science, law enforcement, criminal justice, public administration or a closely related field, and ten years of police experience including five years of management level experience.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

Advanced POST certificate is required.

Additional desired certifications include:

1. Completion of Law Enforcement Command-level courses.
2. STC Jail Supervisor or completion of Manager/Administrator Core Course as specified by the California Standards and Training for Corrections (STC).
3. ICS/NIMS (Incident Command Systems/National Institute Management System) 100/200/400/700.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee must maintain department physical fitness and weight requirements necessary to perform the job functions with or without accommodation, such as the ability to walk, run, operate motor vehicles and equipment. Hearing must be within normal range.

PHYSICAL AND MENTAL DEMANDS

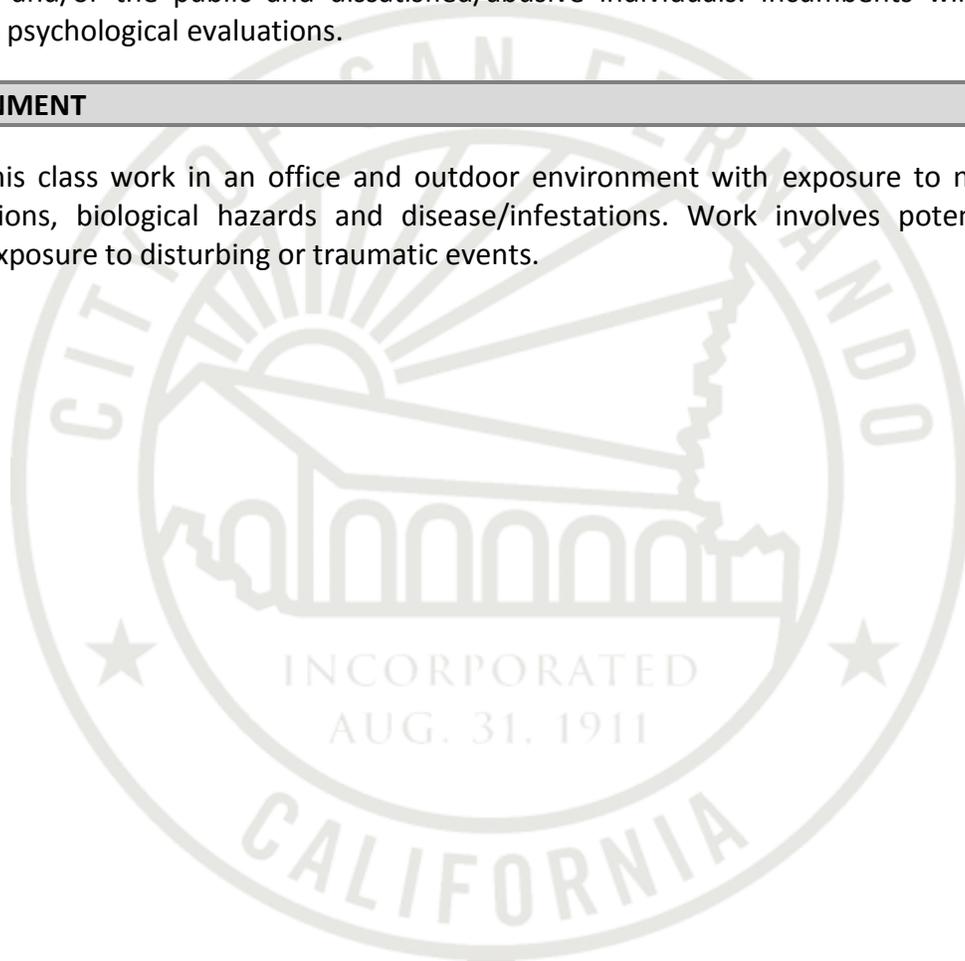
Specific vision required for this job include 20/70 uncorrected, correctable to 20/30 and normal color vision.

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals. Incumbents will occasionally be required to pass psychological evaluations.

WORK ENVIRONMENT

Employees in this class work in an office and outdoor environment with exposure to noise and outside weather conditions, biological hazards and disease/infestations. Work involves potentially dangerous situations and exposure to disturbing or traumatic events.



JOB SPECIFICATION

CLASS TITLE	ADOPTION	
ASSISTANT TO THE CITY MANAGER	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION EXEMPT	

GENERAL PURPOSE

Under direction of the City Manager, performs a variety of complex administrative and programmatic tasks, including preparation of strategic grant applications for various programs in all facets of City government; provides professional, technical and analytical assistance in coordinating and administering various City grants; performs professional public relations and communications work in planning, organizing and/or public information, media relations, and communication programs; manages special projects and provides high level administrative support to the City Manager. Conducts analyses and makes recommendations to the City Manager on a wide-range of municipal programs, operations, services and policies. Functions as a member of the City Manager's management team and performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS

This mid-management, single position class provides administrative and strategic support to the City Manager, City Council, and City departments. The incumbent receives administrative direction from, and is responsible to, the City Manager and may exercise direct and indirect supervision over office support staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Develops and implements strategies to secure new and continuing revenue through grants and funding partnerships for complex and highly visible City projects.
2. Conducts research, identifies and prepares grant proposals in conjunction with various City departments and other governmental agencies.
3. Monitors and administers the expenditure of grant and contract funds, and works with departments to ensure that appropriate record-keeping and reporting tasks for all City grant programs are implemented and maintained.
4. Prepares Requests For Proposals (RFP) for contractors to perform grant funded projects; reviews and evaluates submitted proposals, and recommends awards.
5. Negotiates and administers contracts with organizations involved with projects using grant funds, and assesses an organization's ability to provide required services.
6. Tracks grant deadlines and prepares status reports as necessary.

ESSENTIAL DUTIES AND RESPONSIBILITIES

7. Plans, organizes and participates in public relations and media programs in accordance with the City's goals and objectives; coordinates activities with department representatives and other management staff; discusses current developments and on-going programs, and provides and obtains information from department staff and other management representatives.
8. Assists in implementing policies and procedures that enhance the City's community, legislative, news media, public outreach and small business programs; establishes and maintains close relations with representatives of the news media in order to seek support for public programs, suggest new editorial ideas, encourage coverage of County issues, direct reporters to stories and cultivate future stories.
9. Prepares news releases, fact sheets, and other reports; develops educational material and programs for use by the media; disseminates information to the general public, news media, public and private sector officials, and small business; prepares press releases on such subjects as public hearings, rule and legislative changes, and announcements; researches and writes various publications, such as brochures, fact sheets, pamphlets, and newsletters for distribution to the public, employees, private organizations, and small businesses.
10. Manages and oversees assigned programs and special projects, and provides highly responsible and complex administrative support to the City Manager.
11. Provides professional administrative and analytical assistance to the City Manager and Deputy City Manager regarding Citywide issues, programs, goals and objectives, and/or operations.
12. Collaborates with City Departments and other staff as assigned on the status of pending project assignments; assist in ensuring timelines and given budgets are met.
13. Provides technical support to the Chief Negotiator for the City in the negotiation of labor agreements with employee organizations; assists with drafting contract language; represents the City in labor and management issues.
14. Monitors and maintains compliance with pertinent federal, state and local laws, codes, regulations, and ordinances; assists in implementing procedures to ensure compliance with applicable laws and regulations.
15. Assists in developing and administering the City Manager and City Council department budgets, as well as assigned portions of the general City budget.
16. Represents the City in relations with the community, committees, and outside agencies.
17. Makes presentations to City Council, other governing bodies, agencies, and community groups.
18. Researches, analyzes and prepares reports on complex and highly visible projects.
19. May serve as a staff liaison to ad hoc and regular City committees and commissions.

ESSENTIAL DUTIES AND RESPONSIBILITIES

20. Attends City Council meetings and assists in the follow-up and implementation of Council decisions and requests.
21. May supervise and evaluate clerical and technical staff; assign and prioritize work.
22. Perform related duties and responsibilities as required.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Principles and practices of grant writing and administration.
2. Advanced principles and practices of municipal government, including budget preparation and administration.
3. Organizational and management practices as applied to the analysis, evaluation, development, and implementation of programs, policies, and procedures.
4. Methods and techniques of administrative analysis.
5. Principles and techniques to plan, organize, and coordinate local government public relations, communications and media relations programs.
6. Techniques of preparing, producing and disseminating information to the general public, news media, schools, and the community, utilizing all major media of communication.
7. Principles and practices of employer-employee relations.
8. Pertinent Federal, State, and Local laws, codes and regulations.
9. Research and reporting methods, techniques, and procedures.
10. Modern office procedures, methods, and computer software and hardware.
11. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.

ABILITY TO:

1. Successfully prepare grant applications and secure additional funding sources.
2. Implement and coordinate the processing and documentation of contracts and agreements.
3. Analyze administrative problems and situations, and present appropriate facts and recommendations.

MINIMUM QUALIFICATIONS

4. Make effective oral and written presentations.
5. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
6. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.
7. Establish and maintain effective working relationships with the general public, media, community groups, other City employees, and officials.
8. Understand and speak Spanish (highly desirable).

EDUCATION, TRAINING AND EXPERIENCE:

A typical way to obtain the knowledge, skills and abilities outlined above is:

Graduation from an accredited four-year college or university with a major in Public or Business Administration, Economics, Public Policy, Marketing, English, Law or related field is required. A Master's degree in a related field is highly desirable, and may substitute for one (1) year of work experience. Four (4) years of increasingly responsible professional experience in a staff and/or line management capacity participating in research, administrative, organizational, functional or procedural problems is required. Experience in grant writing and public information activities is highly desirable. At least one-year experience working in a City Manager's Office is highly desirable.

Licenses; Certificates; Special Requirements:

A valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision and the ability to adjust focus.

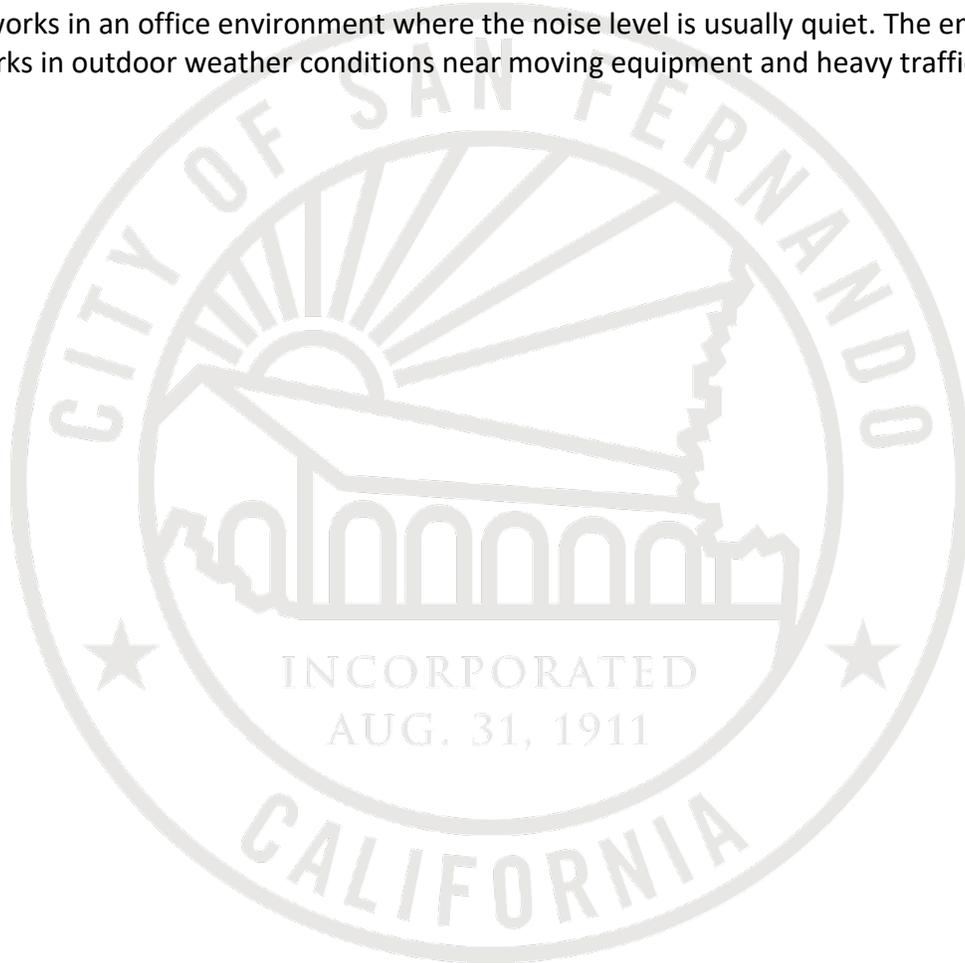
PHYSICAL AND MENTAL DEMANDS

MENTAL DEMANDS

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work.

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet. The employee occasionally works in outdoor weather conditions near moving equipment and heavy traffic



JOB SPECIFICATION

CLASS TITLE	ADOPTION	
MANAGEMENT INTERN	RESOLUTION NO.	EFFECTIVE DATE
	FLSA DESIGNATION	
	AT-WILL	

GENERAL PURPOSE

Under direct supervision, assists management, professional, and technical staff in performing specialized administrative and/or technical tasks in addition to receiving training in area of assignment; conducts studies and prepares reports on various administrative problems and functional programs as assigned; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS

Positions assigned to this class provide administrative and/or technical support in the department assigned in order to become familiar with the overall functions of that department, and gain practical experience in municipal government in areas, such as administration, community development, city clerk's office, engineering, finance, human resources, law enforcement, planning, public works, recreation and community services, as well as specialized departmental activities.

This classification is designated as "at-will" and not eligible for regular employment status. Management Interns serve at the interest of the hiring authority, and their assignment is limited to two years from the original hire date, depending on availability of funds.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. Essential duties may vary depending on assigned department, and those may be noted in the announcement of position availability. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

1. Provides administrative and/or technical staff support to an assigned City department, program, or special project.
2. Assists in performing research and analysis on administrative, fiscal and operational matters as directed.
3. Assists in the preparation and/or revisions of manuals, written reports, proposals, procedures, and memoranda.
4. May assist with research and records retrieval for formal responses to Public Records Act Requests.
5. May assist with preparing legal notices, as well as proofreading and arranging for publication of legal documents.

ESSENTIAL DUTIES AND RESPONSIBILITIES

6. May update and monitor website information pertaining to various City functions and departments as directed.
7. Gathers, compiles, and organizes data; prepares clear, concise and comprehensive reports, which may include graphs and charts, to summarize findings, and makes presentation as directed.
8. When assigned to the Finance Department, may collect and analyze data for performance measures, financial forecasts, as well as other department functions and/or projects.
9. May assist in budget preparation, analysis and administration as directed.
10. May perform audits and/or maintain records of account activity, and prepares projections of service volumes and related costs.
11. When assigned to the Community Development and Public Works Departments, may assist in the daily administration of current and advanced planning, urban design, land use and CEQA.
12. May conduct field investigations and surveys, create spreadsheets, and prepare maps and graphics as required.
13. Develops and makes presentations; participates in community and outreach events.
14. Follows up on a variety of matters concerning citizen inquiries, and provides technical and administrative assistance to resolve complaints, or refers to appropriate authority.
15. Assists the public on the phone or at the public counter.
16. Assists with filing, data entry, and other clerical duties.
17. Responds to inquiries or requests for service in a courteous and professional manner.
18. Maintains confidentiality of privileged information with a high level of integrity and ethics.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Municipal government operations and organization.
2. Basic statistics, research and report writing techniques.
3. Modern computer applications including Microsoft Windows software (Excel, Word, and Powerpoint) computerized financial systems, and modern accounting software.
4. Various computer systems protocols and administrative rules regarding access, use and dissemination of data contained in various computer systems.

MINIMUM QUALIFICATIONS

5. Proper English usage, spelling, grammar, and punctuation.
6. General office practices and procedures, including recordkeeping and filing.
7. Principles and practices of exemplary customer service and telephone etiquette.
8. Pertinent local, state and federal rules, regulations, and laws pertaining to the assigned City department.
9. City Personnel Rules, safety policies and safe work practices applicable to the work.

ABILITY TO:

1. Learn, understand, interpret and apply laws, regulations, policies and procedures.
2. Prepare clear, accurate and grammatically correct written reports.
3. Research complex issues; analyze and make sound recommendations.
4. Communicate effectively, both orally and in writing.
5. Understand and follow written and oral instructions.
6. Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.
7. Establish and maintain cooperative working relationships with those contacted in the course of work.
8. Maintain highly confidential information.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is:

Any combination equivalent to graduation from high school and current enrollment in, or recent graduation from an accredited college or university. Currently enrolled undergraduate students must demonstrate that they have completed a minimum of 36 semester units, and maintain a satisfactory academic standing in designated college courses in a field appropriate to area of assignment, such as Architecture, Business or Public administration, Computer Science, Economics, Engineering, Kinesiology, Political Science, Urban Planning or related field. Ability to understand and speak Spanish is highly desirable.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

Must obtain and maintain a valid California Class C Driver's License, and maintain insurability under the City's vehicle insurance program during the course of Internship with the City.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by Interns to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

While performing the duties of this job, the Intern is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The Intern may frequently be required to lift up to 10 pounds unaided.

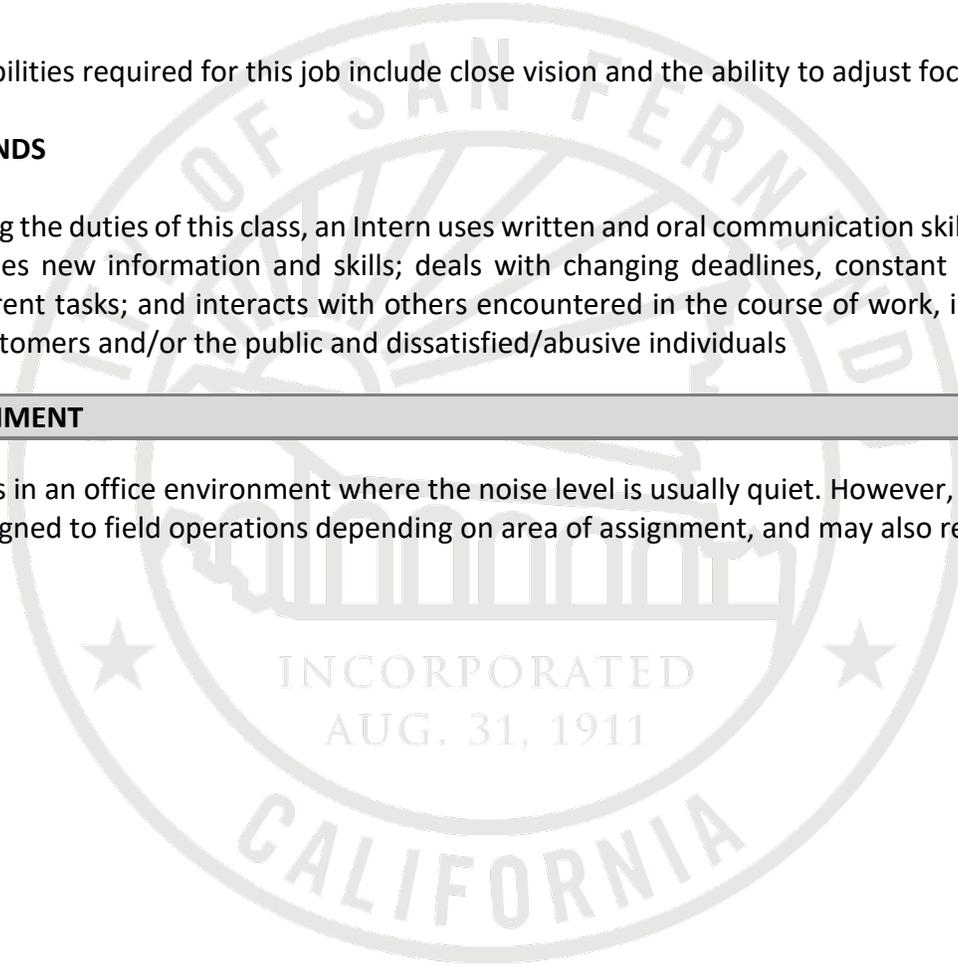
Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

While performing the duties of this class, an Intern uses written and oral communication skills and basic math; learns and applies new information and skills; deals with changing deadlines, constant interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied/abusive individuals

WORK ENVIRONMENT

The Intern works in an office environment where the noise level is usually quiet. However, he/she may be occasionally assigned to field operations depending on area of assignment, and may also required to work various shifts



RESOLUTION NO. 8088

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING PORTIONS OF SECTIONS 1, 2 AND 3 OF
RESOLUTION NO. 8070, ADOPTED JUNE 21, 2021**

THE COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: That that portion of Section 1 of Resolution No. 8070, adopted June 21, 2021, as amended, be further amended by **replacing** "Schedule M For Management Employees (SFMG)" on Page 3 with the following, effective July 1, 2021:

SCHEDULE M FOR MANAGEMENT EMPLOYEES					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
55	5933	6229	6543	6871	7215
56	6064	6368	6685	7019	7370
57	6197	6507	6833	7173	7535
58	6333	6649	6981	7331	7697
59	6460	6782	7121	7477	7850
60	6621	6953	7301	7664	8050
61	6787	7126	7481	7857	8250
62	6957	7305	7671	8053	8456
63	7131	7488	7862	8254	8668
64	7307	7672	8055	8459	8882
65	7490	7863	8258	8672	9106
66	7677	8061	8463	8886	9332
67	7869	8261	8676	9109	9565
68	8027	8428	8850	9291	9756
69	8267	8678	9112	9569	10047
70	8515	9060	9512	9988	10489
71	8771	9209	9668	10151	10661
72	9069	9523	10000	10500	11025
73	9368	9838	10330	10846	11387
74	9673	10157	10664	11198	11759
75	9875	10369	10888	11432	12004
76	10221	10732	11268	11831	12423
77	10578	11109	11667	12253	12868
78	10938	11487	12064	12669	13305
79	11321	11887	12480	13105	13758
80	11694	12279	12896	13538	14215

SECTION 2: That that portion of Sub-section B of Section 2 of Resolution 8070, adopted June 21, 2021, as amended, be further amended by **deleting** the Salary Ranges and Salary Steps A – E of the following job classifications on Pages 5-9, effective July 1, 2021:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Administrative Intern	72H	20.00	21.59	22.67	23.81	25.00
Assistant to the City Manager	64M	7307	7672	8055	8459	8882
Community Development Intern	72H	20.00	21.59	22.67	23.81	25.00
Finance Intern	72H	20.00	21.59	22.67	23.81	25.00
Public Works Intern	72H	20.00	21.59	22.67	23.81	25.00

SECTION 3: That that portion of Sub-section B of Section 2 of Resolution 8070, adopted June 21, 2021, as amended, be further amended by **adding** the following Job classifications, Salary Ranges, and Salary Steps A – E, effective July 1, 2021:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Assistant to the City Manager	70M	8515	9060	9512	9988	10489
Management Intern	71H	18.43	19.30	20.25	21.20	22.21

SECTION 4: Except as amended herein, all other portions of Sections 1, 2 & 3 of Resolution No. 8070, adopted June 21, 2021, shall remain unchanged and in full force and effect.

SECTION 5: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 7th day of September, 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. 8088 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 7th day of September, 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

RESOLUTION NO. 8089

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF SECTION 1 OF RESOLUTION NO. 8071, THE FISCAL YEAR 2021-2022 TABLE OF ORGANIZATION, ADOPTED JUNE 21, 2021

WHEREAS, the City Council of the City of San Fernando has adopted the Fiscal Year (FY) 2021-2022 Table of Organization on June 21, 2021, per Resolution No. 8071; and

WHEREAS, the City Council is scheduled to approve some position and classification changes that will impact the assignment of certain positions and classifications in various departments; and

WHEREAS, it is necessary that said positions and classifications be assigned to specific departments, divisions and activities by titles and numbers;

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

SECTION 1: That that portion of the said Table of Organization adopted on June 21, 2021, per Resolution No. 8071, be further amended by **deleting** thereto the following job titles under the "Administration," "Community Development," "Finance," "Public Works" Departments, respectively, effective July 1, 2021, as follows:

<u>TITLE</u>	<u>BUDGETD HOURS PER WEEK</u>	<u>FULLTIME EQUIVALENT (FTE) STATUS</u>	<u>AVERAGE NUMBER OF PERSONNEL IN POSITION</u>
Administrative Intern	18.4	0.46	2
Community Development Intern	18.4	0.46	2
Finance Intern	18.4	0.46	2
Public Works Intern	18.4	0.46	2

SECTION 2: That that portion of the said Table of Organization adopted on June 21, 2021, per Resolution No. 8071, be further amended by **adding** thereto the following job titles under various departments effective July 1, 2021, as follows:

<u>DEPARTMENT/TITLE</u>	<u>BUDGETD HOURS PER WEEK</u>	<u>FULLTIME EQUIVALENT (FTE) STATUS</u>	<u>AVERAGE NUMBER OF PERSONNEL IN POSITION</u>
<u>ADMINISTRATION</u>			
Management Intern	20	0.50	2
<u>COMMUNITY DEVELOPMENT</u>			
Management Intern	20	0.50	2
<u>FINANCE</u>			
Management Intern	20	0.50	2
<u>PUBLIC WORK</u>			
Management Intern	20	0.50	2

SECTION 3: Except as amended herein, all other provisions of the said Table of Organization adopted on June 21, 2021, per Resolution No.8071, remain unchanged and in full force and effect.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 7th day of September, 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. 8089 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 7th day of September, 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: Anthony Vairo, Police Chief

Date: September 7, 2021

Subject: Consideration to Adopt Resolutions to Accept Grant Funds from the California Department of Alcoholic Beverage Control, Alcohol Policing Partnership Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the California Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership Program 21-APP42 (Attachment "A") in the amount of \$63,704.00;
- b. Adopt Resolution No. 8090 (Attachment "B") authorizing the Police Chief to execute Standard Agreement No. 21-APP42 (Exhibit "A" of Attachment "B") with ABC; and
- c. Adopt Resolution No. 8091 (Attachment "C") amending the budget for Fiscal Year (FY) 2021-2022 to appreciate the grant revenues and expenses.

BACKGROUND:

1. On March 29, 2021, the Police Department submit an application to ABC requesting funds for Alcohol Policing Partnership program, which includes public awareness of selling alcohol to minors, Minor Decoy operation, Shoulder Tap operation and Inform Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) educational classes.
2. On June 10, 2021, the Police Department received notification that it had been selected to receive funding for FY 2021-2022 from the Alcohol Policing Partnership program.

ANALYSIS:

The Police Department provides public safety services to a population of approximately 25,000 residing in 2.42 square miles. The community of San Fernando is predominately Latino (93.2%) with an unemployment rate of 6.9%, according to the County of Los Angeles Almanac as of July 2021. Over the last three years (2017-2020), the Police Department averaged approximately 103

Consideration to Adopt Resolutions to Accept Grant Funds from the California Department of Alcoholic Beverage Control, Alcohol Policing Partnership Program

Page 2 of 3

DUI arrests per year. Minor DUI arrests composed 5.2% of the total DUI arrests, most likely low due to the pandemic restrictions but will increase as more activities, such as school, reopens.

The Police Department will strive to educate our police officers, detectives, community members, licensees, and their employees through roll call trainings, License Education of Alcohol and Drugs (LEAD), presentations at community meetings, and IMPACT. By focusing on these types of trainings, the Police Department hopes to see the positive impact of prevention of the sale of alcohol to minors.

Through previous ABC grant funds, the Police Department has been able to address numerous ABC violations by making arrests and issuing misdemeanor citations. Unfortunately, the Police Department has not had an expanded grant since FY 2017-2018 and only receiving a smaller grant in FY 2020-2021. The expanded effort is important in light of many establishments closed or having reused operations the past year due to COVID-19 restrictions. With this current grant, the Police Department will focus on the following:

- On-sale and off-sale establishment's sales of alcohol to minors.
- Repeated criminal offenses that may stem from problematic on-sale premises. These may include prevention of alcohol sales to minors, narcotics usage and sales, DUI's, civil disturbance and loitering.
- Licensee training of their employees to prevent non-compliance with ABC rules and regulations.

ABC requires that the City adopt a Resolution that includes specific elements that will satisfy the stipulations made by ABC. The goal of the program is to continue to reduce availability of alcohol to local youth and educate local merchants. Grant funds will be used to reimburse the City for overtime costs incurred during enforcement operations for those goals.

BUDGET IMPACT:

The ABC grant from the State of California (State) is in the form of a reimbursement grant and requires the City to enter into an agreement with ABC to administer the grant. Acceptance of this grant in the amount of \$63,704.00 and the proposed Budget Resolution will appropriate the full grant amount in FY 2021-2022.

CONCLUSION:

Staff recommends that the City Council approve the acceptance of the ABC Grant 21-APP42 in the amount of \$63,704, authorizing the Police Chief to execute the Standard Agreement contract with ABC, and adopt a resolution amending FY 2021-2022 Budget.

Consideration to Adopt Resolutions to Accept Grant Funds from the California Department of Alcoholic Beverage Control, Alcohol Policing Partnership Program

Page 3 of 3

ATTACHMENTS:

- A. ABC Award Letter
- B. Resolution No. 8090, with Exhibit A
- C. Resolution No. 8091

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500



June 10, 2021

Chief Anthony Vairo
San Fernando Police Department
910 First Street
San Fernando, CA 91340

Dear Chief Anthony Vairo:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control (ABC) to receive funding for your 2021/2022 Alcohol Policing Partnership (APP) grant proposal.

Due to the ongoing Coronavirus (COVID-19) Pandemic, ABC has cancelled the annual *in-person* APP Training Conference originally scheduled for July 2021. However, this year we will be providing a *virtual* APP Conference that will last two-days from July 13th to 14th, 2021. Your ABC agent assigned to your agency will be in contact with you for additional information regarding the conference.

A grant contract will be forthcoming in the next couple of weeks which requires a resolution, order, motion, ordinance or other similar document from your local governing body authorizing execution of the agreement. Due to the fact that these resolutions typically have to be put on your governing body's calendar, we ask that you do this as soon as possible.

Please note that the total budget amount requested in the Request for Proposal was reduced by \$2,500 to reflect the unused Travel/Registration Fees due to the cancellation of the conference. In addition, due to the impact this pandemic has had on our budget, please note that the grant contract is contingent upon continued funding being available throughout the term of the contract.

Once again, ABC appreciates your understanding during the COVID-19 Pandemic and we look forward to working with your agency.

If you have any questions, please call Kristine Okino, Grant Coordinator at (916) 419-2572 or email at Kristine.okino@abc.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Hirata".

Eric Hirata
Director

Cc: Lt. Irwin Rosenberg, Project Director

RESOLUTION NO. 8090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING THE POLICE CHIEF TO PROPOSE AND ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TO DEVELOP AN ALCOHOL POLICING PARTNERSHIP PROGRAM

WHEREAS, The City Council of the City of San Fernando desires to undertake a certain project designated as 2021-2022 Alcohol Policing Partnership Program to be funded in part from funds made available through the Grant Assistance Program administered by the Department of Alcoholic Beverage Control (hereafter referred as ABC).

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

Section 1. The Police Chief is authorized to execute, on behalf of the City Council and City Manager, the attached Contract/Agreement (Exhibit "A"), including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

Section 2. It is agreed that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

Section 3. The grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Section 4. This award is not subject to local hiring freezes.

PASSED, APPROVED, AND ADOPTED THIS 7th day of September, 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. 8090 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 7th day of September, 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 September 2021.

Julia Fritz, City Clerk

September 7, 2021 CC Regular Meeting

SCO ID: 2100-21APP42

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-APP42

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

City of San Fernando through the San Fernando Police Department

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$63,704.00 Sixty three thousand seven hundred four dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 04/2017)	4
+ -	Exhibit D Special Terms and Conditions	1
+ -	Attachment RFP RFP Scope of Work	8

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of San Fernando through the San Fernando Police Department

CONTRACTOR BUSINESS ADDRESS

910 First Street

CITY

San Fernando

STATE

CA

ZIP

91340

PRINTED NAME OF PERSON SIGNING

Anthony Vairo

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-APP42	PURCHASING AUTHORITY NUMBER (If Applicable) ABC-2100
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 1. The operation period of the grant is July 1, 2021 through June 30, 2022.
 2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
 3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
 4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
 5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least four (4) Minor Decoy operations.
2. Conduct at least four (4) Shoulder tap operations.
3. Conduct at least six (6) IMPACT operations.
4. Conduct at least two (2) Teenage Party Prevention (TAPPED) operations.

5. Conduct at least two (2) General enforcement/Drunk Decoy operations.
6. Conduct at least four (4) Neighborhood & Business watch programs.
7. Conduct at least two (2) DUI Saturation patrols.
8. Conduct at least four (4) Briefing trainings.
9. Conduct at least one (1) LEAD training.
10. Provide at least five (5) social media/press releases on grant enforcement activities.
 - A. To announce the start of the program;
 - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
 - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
11. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.
12. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

San Fernando Police Department
 Irwin Rosenberg, Lieutenant/Detective Cdr.
 910 First Street
 San Fernando, CA 91340
 (818) 898-1255
irosenberg@sfcity.org

Department of Alcoholic Beverage Control
 Brandon Shotwell, Supervising Agent in Charge
 3927 Lennane Drive, Suite 100
 Sacramento, CA 95834
 (916) 419-2329
Brandon.shotwell@abc.ca.gov

Direct all fiscal inquiries to:

San Fernando Police Department
 Diego Ibanez, Director of Finance
 117 Macneil Street
 San Fernando, CA 91340
 (818) 898-7307
dibanez@sfcity.org

Department of Alcoholic Beverage Control
 Kristine Okino, Grant Coordinator
 3927 Lennane Drive, Suite 100
 Sacramento, CA 95834
 (916) 419-2572
Kristine.okino@abc.ca.gov

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (21-APP42) and must not exceed the contract total authorized amount of \$63,704. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2021.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2021 and on or before the project termination date, June 30, 2022.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Detective (\$86.91/hour), Sergeant (\$103.90/hour) Desk Officer (\$59.15/hour)	\$49,339.00
Benefits (estimated @ 22.52%)	\$11,115.00
TOTAL Personnel	\$60,454.00
B. Operating Expenses (receipts required)	
Buy Money	\$750.00
TOTAL Operating	\$750.00
C. Equipment (receipts required, must be purchased by 12/31)	
Laptop, software, projector and screen	\$2,500.00
TOTAL Equipment	\$2,500.00
D. Travel Costs	
n/a	\$0.00
TOTAL Travel	\$0.00
GRANT TOTAL	\$63,704.00

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- Due to current and on-going fiscal uncertainty caused by the COVID-19 crisis, the grantee may spend no more than fifty percent (50%) of the grant amount without prior written authorization from the Department. The Department intends to authorize expenditures beyond the amount of fifty percent (50%) should its fiscal condition allow.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, 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.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. **Contract Validity:** This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2021, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

RESOLUTION NO. 8091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-22 ADOPTED ON JUNE 21, 2021

WHEREAS, the City of 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 the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, a copy of which is on file in the City Clerk’s Office, has been 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:

Fund 110-225-3713-XXXX:
Increase in Expenditures: \$ 63,704

Fund 110-3696-3713:
Increase in Revenues: \$ 63,704

SECTION 2. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 7th day of September 2021.

Sylvia Ballin, Mayor

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8091 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 7th day of September, 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 September, 2021.

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: September 7, 2021

Subject: Consideration to Approve a Third Amendment to the Willdan Engineering Professional Services Agreement for the San Fernando Traffic Signal Improvement Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a third Amendment to the Willdan Engineering Professional Services Agreement (Attachment "A" – Contract No. 1893(c)) for design services related to the Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Improvements Project; and
- b. Authorize the City Manager, or designee, to execute all related documents.

BACKGROUND:

1. On February 19, 2019, the City Council approved a Second Amendment to Contract No. 1893 (Attachment "B" – Contract No. 1893 (b)), with Willdan Engineering which reduced the total cost for services for the Design Phase of the HSIP Cycle 8 Traffic Signal Improvements Project.
2. On February 4, 2019, the City Council approved a First Amendment to Contract No. 1893 (Attachment "C" – Contract No. 1893(a)) which included additional language to the original contract agreement.
3. On August 20, 2018, the City Council approved Contract No. 1893 (Attachment "D" – Contract No. 1893) for the Design Phase of the HSIP Cycle 8 Traffic Signal Improvements Project.

Consideration to Approve a Third Amendment to the Willdan Engineering Professional Services Agreement for the San Fernando Traffic Signal Improvement Project

Page 2 of 3

ANALYSIS:

Based on a review of traffic safety concerns, traffic studies, and history of accidents, the Metrolink Corridor was identified as an area within the City which would benefit from traffic signal improvements. Making traffic signal improvements within the Corridor will significantly enhance both the flow of traffic and pedestrian safety.

Project Details.

The HSIP Traffic Signal Improvements project involves the installation of larger signal heads, modification of traffic signals and the installation of protected left-turn phase signals where left turns currently exist in addition to preparation of environmental documents and technical studies. The bulk of this project is funded through the State of California Highway Safety Improvement Program. A total of nine intersection form part of this project. The intersections include:

- First Street at Hubbard Avenue
- First Street at N. Maclay Avenue
- San Fernando Road at N. Brand Boulevard
- San Fernando Road at N. Maclay Avenue
- San Fernando Road at Hubbard Avenue
- Truman Street at Wolfskill Street
- Truman Street at N. Brand Boulevard
- Truman Street at N. Maclay Avenue
- Truman Street at Hubbard Avenue

As part of the design, the Consultant will also be required to establish the requirements to connect the traffic signals to a future Traffic Signal Synchronization system with the City of Los Angeles Department of Transportation.

Reason for Third Amendment.

Willdan Engineering's contract for design services expired in December 2019 as staff waited for specific project guidance from the California Department of Transportation (Caltrans); all design related tasks had not been completed. There was a delay in receiving guidance due to a change in Caltrans' project managers. The delay was further exacerbated by the onset of COVID-19. Staff is requesting for Willdan's contract be extended until December 31, 2023, to provide the additional time needed to complete remaining design-related and project coordination tasks.

BUDGET IMPACT:

There is no budget impact in amending Willdan Engineering agreement. Funds have been appropriated in the FY 2021-2022 adopted budget to complete the remaining work tasks.

Consideration to Approve a Third Amendment to the Willdan Engineering Professional Services Agreement for the San Fernando Traffic Signal Improvement Project

Page 3 of 3

CONCLUSION:

It is recommended that City Council approve the Third Amendment to Willdan Engineering's Professional Services Agreement for design services related to the HSIP Cycle 8 Traffic Signal Improvements Project and authorize execution of the Amendment.

ATTACHMENTS:

- A. Contract No.1893(c)
- B. Contract No. 1893(b)
- C. Contract No. 1893(a)
- D. Contract No. 1893

2021
THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Willdan Engineering – San Fernando Traffic Signal Improvement Project)

THIS 2021 THIRD AMENDMENT ("Third Amendment") to that certain agreement entitled "Professional Services Agreement – Willdan Engineering – San Fernando Traffic Signal Improvement Project" originally executed the 20th day of August 2018 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and WILLDAN ENGINEERING, a California corporation (hereinafter, "CONSULTANT" is made and entered into this 7th day of September 2021 ("Effective Date"). For purposes of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into a professional services agreement dated August 22, 2018 and entitled "Professional Services Agreement – Willdan Engineering – San Fernando Traffic Signal Improvement Project," Contract No. 1893 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties modified the Master Agreement by the execution of a First Amendment to the Master Agreement ("First Amendment") dated February 4, 2018 (the Master Agreement as amended by way of the First Amendment is attached and incorporated hereto as **Exhibit "A"**); and

WHEREAS, the Parties further modified the Master Agreement by the execution of a Second Amendment to the Master Agreement ("Second Amendment") dated February 19, 2019 (the Master Agreement as amended by way of the Second Amendment is attached and incorporated hereto as **Exhibit "B"**); and

WHEREAS, the the work contemplated under the Master Agreement could not be completed within the Term of the Master Agreement for reasons not completely within the control of the Parties; and

WHEREAS, the City wishes to continue to engage Consultant for the San Fernando Traffic Signal Improvement Project; and

WHEREAS, the Parties now wish to further modify the Master Agreement further for purposes of modifying section 1.2 of the Master Agreement "Term"; and

WHEREAS, execution of this Third Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of September 7, 2021.

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

SECTION 1. Notwithstanding anything in the Master Agreement or any Prior Amendments to the contrary, by execution of this Third Amendment, the Parties agree that the Term of the Master

Agreement shall be extended effective as of December 22, 2018 and continuing through to December 31, 2023 so that the services and tasks contemplated therein may be completed at no additional cost to the City.

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

SECTION 3. The Master Agreement as amended by way of this Third Amendment and the Second Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Third Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this Third Amendment and the Second Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY:

CONSULTANT

City of San Fernando

Willdan Engineering

By: _____

By: _____

Sylvia Ballin
Mayor

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

2019

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Willdan Engineering – San Fernando Traffic Signal Improvement Project)**

THIS 2019 SECOND AMENDMENT ("Second Amendment") to that certain agreement entitled "Professional Services Agreement – Willdan Engineering – San Fernando Traffic Signal Improvement Project" originally executed 20th day of August, 2018 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and WILLDAN ENGINEERING, a California corporation (hereinafter, "CONSULTANT" is made and entered into this 19th day of February, 2019 ("Effective Date"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated August 22nd, 2018 and entitled "Professional Services Agreement – Willdan Engineering – San Fernando Traffic Signal Improvement Project", Contract No. 1893 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties modified the Master Agreement by the execution of a First Amendment to the Master Agreement ("First Amendment") dated February 4th, 2019 (the Master Agreement as amended by way of the First Amendment is attached and incorporated hereto as **Exhibit "A"**)

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

WHEREAS, execution of this Second Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of February 19, 2019.

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

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.3 of the Master Agreement is hereby amended to mean and refer to the sum of Eighty-Three Thousand, Eight Hundred and Four Dollars and Eighty-Two Cents (\$83,804.82).

SECTION 2. Exhibit "B" to the Master Agreement entitled "City of San Fernando, HSPI Cycle 8 Traffic Signal Improvements, Federal Project No. H8-07-046 – Estimated Fee, Thursday, July 26, 2018" is repealed and deleted and replaced by a new Contract No. 1983 - Exhibit "B" entitled "Actual Cost-Plus Fixed Fee or Lump Sum (Firm Fixed Price) Contracts" (The new Exhibit "B" is attached and incorporated into this Second Amendment as **Exhibit "B"**).

SECTION 3. Subsection (A) of Section 1.3 (Compensation) of the Master Agreement is hereby amended in its entirety to state the following:

A. CONSULTANT shall performance the various services and tasks set forth in the

Scope of Services in accordance with the compensation terms set forth in the document entitled "Actual Cost-Plus Fixed Fee or Lump Sum (Firm Fixed Price) Contracts" which is attached and incorporated hereto as Exhibit "B."

SECTION 4. Notwithstanding anything in the Master Agreement or the First Amendment to the contrary, CONSULTANT shall performance the various services and tasks set forth in the Scope of Services in accordance with the performance scheduled entitled "City of San Fernando, HSIP Cycle 8 Traffic Signal Improvements, Federal Project No. H8-07-046, Hour Matrix, Wednesday, January 23, 2019" which is attached and incorporated hereto as **Exhibit "C"**).

SECTION 5. Except as otherwise set forth in this Second Amendment, the Master Agreement as amended by way of the First Amendment shall remain binding, controlling and in full force and effect. The provisions of this Second Amendment shall be deemed a part of the Master Agreement as the same has been amended by way of the First Amendment and except as otherwise provided under this Second Amendment, the Master Agreement, the First Amendment and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement or the First Amendment, the provisions of this Second Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement or the First Amendment and no further.

SECTION 6. The Master Agreement as amended by way of this Second Amendment and the First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Second Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this Second Amendment and the First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY:

City of San Fernando

By: Joel C. Fajardo
Joel Fajardo
Mayor

Date: 3/18/19

CONSULTANT

Willdan Engineering

By: Vanessa Munoz
Name: Vanessa Munoz

Title: Director of Engineering

Date: 3/1/19

APPROVED AS TO FORM

By: Richard Podillo

Name: RICHARD PODILLO

Title: Asst. City Mgr.

Date: 03-28-19

**CONTRACT NO. 1893(a)
EXHIBIT "A"****2019****FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Willdan Engineering – San Fernando Traffic Signal Improvement Project)**

THIS 2019 FIRST AMENDMENT ("Amendment") to that certain agreement entitled "Professional Services Agreement – Willdan Engineering – San Fernando Traffic Signal Improvement Project" originally executed 20th day of August 2018 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and WILLDAN ENGINEERING, a California corporation (hereinafter, "CONSULTANT" is made and entered into this 4th day of February, 2019 ("Effective Date"). For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated August 22nd, 2018 and entitled "Professional Services Agreement – Willdan Engineering – San Fernando Traffic Signal Improvement Project", Contract No. 1893 (hereinafter, the "Master Agreement") (the Master Agreement is attached and incorporated hereto as Attachment "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement further to include provisions required as conditions of the funding source for the work to be performed under the Master Agreement; and

WHEREAS, execution of this Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of February 4, 2019.

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

SECTION 1. The Master Agreement is hereby amended by the addition of those terms and conditions set forth in Attachment "B" to this Amendment (hereinafter, the "Supplemental Contract Terms") which is attached and incorporated hereto by this reference.

SECTION 2. Section 1.2 (Term) of the Master Agreement is hereby amended in its entirety to state the following:

- A. This Agreement shall take effect as of August 22, 2018, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by the City Representative. The Agreement shall sixteen (16) months from August 22, 2018, unless extended by written amendment.*
- B. CONSULTANT is advised that any recommendation for contract award or any subsequent amendment of this Agreement is not binding on CITY until the Agreement is fully executed and approved by the CITY.*

SECTION 3. The first sentence of Section 5.1 (Termination without Cause) of the Master Agreement is hereby repealed and replaced by the following text:

CITY may terminate this Agreement at any time for convenience and without cause upon thirty (30) calendar days prior written notice to CONSULTANT.

SECTION 4. Article V (Termination) of the Master Agreement is hereby amended by the addition of a new Section 5.5 which shall state the following:

If CITY terminates this Agreement with CONSULTANT, CITY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

SECTION 5. SECTION 6.6 (Subcontracting) of the Master Agreement is hereby amended by the addition of the following text:

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to CITY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from CITY's obligation to make payments to the CONSULTANT. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by CITY through the City Representative, except that, which is expressly identified in this Agreement. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by CITY. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants. Any substitution of subconsultant(s) must be approved in writing by CITY through the City Representative prior to the start of work by the subconsultant(s).

SECTION 6. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 7. The Master Agreement as amended by way of this Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and Consultant prior to the execution of this Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY:

City of San Fernando

By: 
Alexander P. Meyerhoff, City Manager
Nick Kimball

Date: 2/19/2019

CONSULTANT

Willdan Engineering

By: 
Name: Vanessa Munoz
Title: Director of ~~Eng~~ Engineering

Date: 2/15/19

APPROVED AS TO FORM

By: 
Name: Richardo Padilla

Title: Asst. City Atty

Date: 2-21-19



PROFESSIONAL SERVICES AGREEMENT

Willdan Engineering

San Fernando Traffic Signal Improvements Project

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 20th day of August 2018 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Willdan Engineering, a California corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of 16 Months commencing on August 22, 2018 and concluding December 31, 2019. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is Table 6.1. "Fee Proposal for Feasibility and Preliminary Design" set forth in **Exhibit "B"** (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted

PROFESSIONAL SERVICES AGREEMENT

San Fernando Traffic Signal Improvements Project

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aggregate sum of **ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED SEVENTY-ONE DOLLARS** (\$111,571) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works/ City Engineer (hereinafter, the "CITY Representative") to act as its representatives for the performance of this Agreement. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. The Director of Public Works/ City Engineer shall be the chief CITY Representative. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Jeffrey Lau, Professional Engineer and Project Manager, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

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- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

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CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

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

III. INSURANCE

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

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

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- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if**

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San Fernando Traffic Signal Improvements Project

requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and

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

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event

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

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

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

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

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VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

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CONSULTANT:

Willdan Engineering
13191 Crossroads Parkway North,
Suite 405
Industry, CA 91746
Attn: Vanessa Munoz, Director of
Engineering
Phone: 562 368-4848
Fax: 562.695-2120

CITY:

City of San Fernando
Public Works Department
117 Macneil Street
San Fernando, CA 91340
Attn: Yazdan T. Emrani, Director of Public
Works/City Engineer
Phone: 818-898-1222
Fax: 818-361-6728

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

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

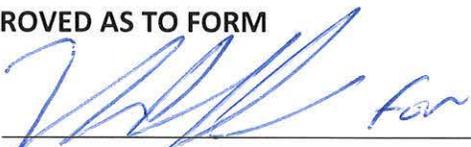
CITY OF SAN FERNANDO

Willdan Engineering

By: 
Alexander P. Meyerhoff, City Manager

By: 
Name: Vanessa Munoz
Title: Director of Engineering

APPROVED AS TO FORM

By:  for
Rick R. Olivarez, City Attorney

Richard Padilla, Asst. City Atty.

City of San Fernando

Revised Project Scope of Services (July 26, 2018)

Task 1 – General

The day-to-day management of the HSIP Cycle 8 Traffic Signal Improvement project will lie with Mr. Lau. He will be responsible for overseeing all services provided, maintaining a beneficial relationship with City staff and other stakeholders, planning and guiding the work plan, and coordinating with the project team – including our two subconsultants. Mr. Lau will ensure that project requirements are clearly understood and reinforced through frequent communications with the entire project team and careful review of deliverables. Ms. Vanessa Muñoz, PE, TE, PTOE, our Principal-in-Charge, will be accessible to City staff throughout the project's duration.

Task 1.1 – Meetings. Upon project award, Mr. Lau, will hold a kick-off meeting with City project staff, stakeholders, and Willdan's task leaders and subconsultant to develop a common understanding of the project's goals, timelines, and deliverables to finalize a detailed scope for the City's approval. Willdan's approach to, and execution of, the project tasks will be to the point with appropriate levels of effort planned and maintained throughout the project's duration. This will be achieved by implementing these project management tasks:

⇒ **Task 1.1 Deliverables**

- ✓ Meeting agendas
- ✓ Meeting minutes
- ✓ Meeting attendance rosters

- Project work plan
- Draft project schedule
- Monthly status reports and invoices
- Issue/action item/decision log
- Project coordination with City
- Schedule and budget management

Willdan will report progress to the City on a regular basis and as necessary to keep the project schedule up-to-date and the project team on the same page. Willdan will submit a monthly progress report to accompany invoices. The reports will generally include a narrative of work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the project schedule and complete deliverables; problems encountered that may affect the schedule, budget, and anticipated work items; and recommendations to resolve issues. The report can be customized and formatted to best suit the needs of the City.

Task 1.2 – Coordinate with Los Angeles Department of Transportation Traffic Signal Synchronization System.

Willdan will coordinate with Los Angeles Department of Transportation (LADOT) to connect seven project intersections along San Fernando Road and Truman Street to LADOT's Automated Traffic Surveillance and Control (ATSAC) signal system. Willdan's design plans will feature signal controller and software systems and interconnect communications that can be directly integrated with the ATSAC signal system.

Task 1.3 – Schedule. We understand the importance of completing the project in a timely manner and Willdan is committed to working closely with the City to finalize a schedule to meet the City's project timing requirements. A preliminary project schedule for the tasks outlined in this Project Scope of Services is included immediately following this paragraph. The draft project schedule was developed utilizing a critical path method to address approvals and deliverables required for processing the project. The schedule includes major activities, milestones, deliverables, internal quality control processes, and designated City review of submitted documents. The schedule will be updated monthly to reflect actual and forecasted completions. Mr. Lau can, then, anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. If a project is falling behind schedule, the project manager will meet with team members, identify the problem, and ensure extra support and effort are expended to bring the project back on track. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain within the agreed-upon scheduling.

⇒ **Task 1.3 Deliverables**

- ✓ Project schedule with updates as necessary

City of San Fernando

Task 2 – Planning, Environmental, and Conceptual Design

Task 2.1 – Traffic Counts and LT Warrant Analysis.

Willdan will utilize the services of City Traffic Counters to collect AM and PM peak-hour turning movement counts for one weekday for the nine intersections. Upon completion of the traffic data collection, Willdan will prepare a. A left-turn phasing analysis will be performed for all nine intersections to determine which locations meet the 2014 California Manual on Uniform Traffic Control Devices requirements for installation of protected left-turn phasing.

⇒ **Task 2.1 Deliverables**

- ✓ Traffic Count Collection Traffic count files
- ✓ Left-turn phasing analysis

Task 2.2 – Research of Record Information. Willdan will obtain available as-built drawings, survey data, HSIP grant application, and utility contact information from the City. The research may include assessor parcel maps, tract maps, recently completed or planned improvement drawings, as-built drawings for street, traffic signals, signing, striping, and storm drain, as well as municipal improvements such as water and sewer as-builts, atlases, and/or GIS information. Willdan will verify known underground utilities to avoid conflicts with the proposed traffic signal improvements.

Task 2.3 – Environmental. Willdan assumes this project will require a Categorical Exemption for CEQA compliance and a Categorical Exclusion without technical studies for NEPA compliance and excludes preparation of technical studies or acquiring permits and/or cooperative/maintenance agreements. Willdan can amend this proposal to provide additional scope and corresponding fee if Caltrans requires technical studies for NEPA compliance or a system engineering management plan for ITS projects. Willdan will:

⇒ **Task 2.3 Deliverables**

- ✓ LAPM Exhibit 7-B Field Review
- ✓ LAPM Exhibit 7-C Roadway Data
- ✓ LAPM Exhibit 7-G Field Review Attendance Roster
- ✓ LAPM Exhibit 6-A Preliminary Environmental Study
- ✓ LAPM Exhibit 6-E Categorical Exemption/Programmatic Categorical Exclusion Determination

- Prepare LAPM Exhibits 7-B Field Review, 7-C Roadway Data, and 7-G Field Review Attendance Roster
- Prepare LAPM Exhibit 7-I Systems Engineering Review Form if required for ITS project and not previously prepared by the City and submitted to Caltrans with the RFA for PE package
- Prepare Notice of Exemption
- Prepare LAPM Exhibits 6-A Preliminary Environmental Study and 6-E Categorical Exemption/Programmatic Categorical Exclusion Determination Form
- Submit package to Caltrans along with applicable attachments such as typical sections, project footprint map, FTIP sheet, and approved HSIP project list
-

Task 2.4 – Utilities Coordination. Willdan will mail notices to the utility companies in accordance with the City's procedures. Documentation of contacts and responses will be copied to the City. Willdan will prepare the utility notices and deliver them to the City for mailing under City letterhead. If so desired by the City, Willdan can transmit these notices under Willdan's letterhead; however, the City will be responsible for any fees assessed to Willdan by the utility companies. In either case, all responses, questions, and correspondence from the utility companies will be addressed to Willdan's utility coordinator. Willdan will also provide utility dispositions identifying existing utility locations above and below ground. Willdan will:

⇒ **Task 2.4 Deliverables**

- ✓ Copies of transmittals, submittals, and letters sent to utilities and agencies
- ✓ A summary of utility coordination status upon delivery of final construction contract documents

- Notify and coordinate with utility agencies regarding project-related modifications to their facilities; determine special requirements for utility facilities, including protection, right-of-way, and construction methods within the utility vicinity

City of San Fernando

- Provide second utility notification letter (prepare to relocate) and third utility notification letter (notice to relocate)
- If necessary, provide fourth utility notification letter (notice to relocate immediately)
- Submit preliminary and final set of plans to each utility company with clouded demarcations to illustrate areas that conflict
- Verify that project's final design is compatible with known utilities to be installed, relocated, adjusted, or otherwise modified, including adding utility relocation windows into construction schedule as necessary
- Coordinate service feed point, if necessary, with PG&E and prepare application

Task 2.5 – Utility Potholing. Willdan will utilize the services of Bess Testlab, Inc. to provide potholing of underground utilities to determine the depth for clearance or conflicts with any underground utility lines. Utility potholing will be performed for each large traffic signal pole with a mast arm that is to be installed as part of the project to ensure there are no utility conflicts with the proposed placement locations. Utility potholing will be conducted during the design phase following the City's approval of 65% design plans. For the purposes of this proposal, 18 utility potholes will be included and any additional utility potholes will be performed for an additional fee.

⇒ **Task 2.5 Deliverables**

- ✓ *Utility pothole reports*

Task 2.6 – Preliminary Design. Willdan will prepare conceptual traffic signal plans showing tentative equipment locations; signing and striping changes, if needed; ADA-compliant curb ramps; and other proposed equipment. Conceptual layout plans will be computer-drafted in AutoCAD 2015 for standard 24-inch by 36-inch plan size.

⇒ **Task 2.6 Deliverables**

- ✓ *Two full-size, hard-copy plan sets and one electronic PDF set at 35% conceptual completion*

Task 3 – Engineering Design – Plans, Specifications, and Estimates (PS&E)

Willdan will prepare engineering plans, construction specifications, and engineers estimate of construction costs (PS&E). Design plans will be prepared in accordance with the City's drafting standards, formats, and conventions. Plans will be computer-drafted in AutoCAD 2015 for standard 24-inch by 36-inch plans and comply with City of San Fernando's and Caltrans' latest standard plans and specifications and the California Manual on Uniform Traffic Control Devices (CA MUTCD). Design plans will be submitted full-size on bond at the 65-percent, 100-percent, and final submittals for the City's review and comment. Final approved drawings will be plotted on Mylar and shall be wet-stamped and signed by a state-registered civil engineer.

Task 3.1 – Improvement Plan Preparation. The traffic signal modification plans will be prepared at a scale of 1" = 20' for all nine project intersections and will include all utilities and existing above-ground features, inclusive of overhead utilities. The design plans will address installation of proposed signal heads, street lighting, and protected left-turn phasing. Other relevant features of the traffic signal design include installing new signal poles, providing for emergency vehicle pre-emption, protecting existing communication facilities, and evaluating existing battery back-up system in the service pedestal and pedestrian countdown heads. Minor signing and striping improvements and upgrading existing non-complaint pedestrian curb ramps to ADA compliance at the intersections will be shown on the traffic signal modification plans.

⇒ **Task 3.1 Deliverables**

- ✓ *Two full-size, hard-copy plan sets and one electronic PDF set at 65%, 100%, and final design completion*

The intent of the traffic signal modification plans is to satisfy the objective of the HSIP grant application. Willdan will evaluate all traffic signal equipment against current CA MUTCD guidelines and Caltrans standard plans and specifications. Willdan will identify any deficiencies of the existing traffic signal control equipment and provide recommendations toward simple, low-cost mitigations or solutions that may be implemented to correct the deficiencies; however, we will evaluate if they can be implemented within the grant budget and present our findings to the City at the 65-percent submittal for review and approval.

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Willdan will prepare design plans for to install 10,400 linear feet of interconnect communication cables along San Fernando Road between Hubbard Street and Brand Boulevard and on Truman Street between Hubbard Street and Brand Boulevard. The communication plans will be prepared at a scale of 1" = 40' and will include details for conduits, splice vaults, pull boxes, and communication field elements utilizing LADOT equipment standards that can be directly integrated into LADOT's ATSAC signal system.

Task 3.2 – Project Specifications. Utilizing the City-provided boilerplate, Willdan will prepare the project's construction specifications in Microsoft Word 2010 format. Willdan will provide a write-up for the project-specific scope of work in the technical specifications and provide special technical provisions beyond the City's standard technical provisions that support the specified traffic signal improvements. Willdan will be responsible for compiling specifications that are complete, ready for bidding purposes, and signed by a state-registered civil engineer.

⇒ Task 3.2 Deliverables

- ✓ Two hard-copy and one electronic Word file of complete specifications at 100% and final design completions

Task 3.3 – Construction Cost Estimate. Willdan will prepare a detailed engineer's estimate of probable costs in a Microsoft Excel 2010 spreadsheet. The items will be arranged in chronological order of construction and will identify the bid items to be included in the contractors' bid forms. The estimate will be based upon recent bid prices for similar traffic signal projects in the vicinity. Backup quantity calculations will be provided showing detailed computations for accuracy of the quantities upon request. The engineer's construction cost estimate will be based upon plan sheet quantities and will be furnished at 65-, 95-, and 100-percent (final) design milestones.

⇒ Task 3.3 Deliverables

- ✓ Two hard-copy and one electronic Excel file of estimated quantities and engineer's estimate of probable costs at 65%, 100%, and final design completion

Task 3.4 – Right-of-Way Certification. Following CEQA and NEPA clearances and completion of the final PS&E, Willdan will prepare the right-of-way certification package in accordance with Caltrans requirements. Willdan will:

⇒ Task 3.4 Deliverables

- ✓ LAPM Exhibit 13-A Short Form Right-of-Way Certification

- Prepare LAPM Exhibit 13-A Short Form Right-of-Way Certification Off State Highway System and Project Engineer's Certification of Utilities
- Submit package to Caltrans along with final signed plans, required backup documentation from utilities and other agencies, copy of City's resolution authorizing a City official to execute right-of-way certifications, and copy of approved NEPA and CEQA documents

Task 3.5 - Authorization-to-Proceed (E-76) with Construction Package. Upon receiving right-of-way certification, Willdan will prepare a request for authorization (RFA) to proceed with construction package to initiate obligation of federal funds by Caltrans for construction. Willdan will t:

⇒ Task 3.5 Deliverables

- ✓ LAPM Exhibit 3-O Finance Letter
- ✓ LAPM Exhibit 12-C PS&E Certification
- ✓ LAPM Exhibit 12-D PS&E Checklist
- ✓ LAPM Exhibit 15-M Detail Estimate
- ✓ LAPM Exhibit 15-A Local Agency Construction Contract Administration Checklist
- ✓ LAPM Exhibit 9-D DBE Contract Goal Methodology

- Prepare LAPM Exhibits 3-D Request for Authorization, 3-E Data Sheets, 12-A Preliminary Estimate of Cost, 3-O Finance Letter, 12-C PS&E Certification, 12-D PS&E Checklist, and 15-A Local Agency Construction Contract Administration Checklist
- Calculate DBE project goals for construction and construction engineering using LAPM Exhibit 9-D DBE Contract Goal Methodology
- Submit package to Caltrans along with final signed plans and specifications, approved NEPA and right-of-way certification documents, and FTIP sheet

City of San Fernando

■
Task 3.6 – Bidding Assistance. Willdan will provide engineering support during bidding and be available to answer questions regarding the technical provisions of the contract special provisions, design drawings, or design issues raised during bidding.

Necessary addenda clarifying actual design oversight or conflicts will be prepared at no charge. If a pre-bid conference is needed, Willdan will attend to answer bidders' questions.

⇒ **Task 3.6 Deliverables**

- ✓ *Up to three requests for information (RFI) responses per bid package*
- ✓ *Up to two addenda issued as outlined*

Task 4 – Construction Support

Willdan will assist the City during the construction support phase by reviewing and approving material submittals, responding to requests for information (RFIs), and assisting with contract change orders as necessary. If a design oversight is identified in the design plans or specifications, we will make the appropriate design correction at no cost.

Task 4.1 – Preconstruction Meeting. Willdan will attend the preconstruction meeting and answer any questions regarding the technical provisions or the design drawings during the meeting.

Task 4.2 – Construction Support. During construction, Willdan will draft responses to contractor inquiries and RFIs as requested by the City. Willdan will review proposed change orders and draft change order language as requested by the City. If changes are necessary as a direct result of design oversights, Willdan will prepare and/or

review contract change orders at no additional cost. Willdan will review all submittals and shop drawings. Upon completion of project construction, Willdan will incorporate the redline as-built comments prepared by the contractor and project inspector on their copies of the signed design plans into a set of Mylar record drawings that will be provided to the City. Revision will be solely based upon redlines provided by the City's construction inspector and contractor.

⇒ **Task 4.2 Deliverables**

- ✓ *Material submittal reviews*
- ✓ *Change order reviews*
- ✓ *One copy of each RFI response*
- ✓ *One full-size Mylar set and one electronic PDF of as-built record drawings*



CITY OF SAN FERNANDO
HSIP CYCLE 8 TRAFFIC SIGNAL IMPROVEMENTS, FEDERAL PROJECT NO. H8-07-046
ESTIMATED FEE
Thursday, July 26, 2018

SUMMARY TASK	WILLDAN ENGINEERING													Estimated Hours	Expenses	Subconsultant	Estimated Cost
	Director of Engineering	Deputy Director of Engineering	City Engineer I	Traffic Engineer II	Principal Project Manager	Senior Design Manager	Assistant Engineer III	Technical Aide II	Utility Coordinator	Administrative Assistant II	Senior Survey Analyst	2-Man Survey Crew	Labor Compliance Manager				
	\$200	\$190	\$190	\$190	\$190	\$156	\$125	\$80	\$138	\$83	\$143	\$225	\$131				
Task 1 - General																	
1.1 - Meetings	2.0	6.0												8.0	\$ 100.00	\$ -	\$ 1,640.00
1.2 - Coordinate with LADOT Traffic Signal Synchronization				4.0		4.0								8.0	\$ -	\$ -	\$ 1,384.00
1.3 - Schedule		2.0												2.0	\$ -	\$ -	\$ 380.00
Subtotal	2.0	8.0	0.0	4.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0	\$ 100.00	\$ -	\$ 3,404.00
Task 2 - Planning, Environmental, and Conceptual Design																	
2.1 - Traffic Counts and Warrant						14.0	20.0							34.0	\$ -	\$ 2,079.00	\$ 5,429.00
2.2 - Research of Record Information							10.0							10.0	\$ -	\$ -	\$ 800.00
2.3 - Environmental			36.0											37.0	\$ -	\$ -	\$ 6,923.00
2.4 - Utilities Coordination								8.0	4.0					12.0	\$ 50.00	\$ -	\$ 1,486.00
2.5 - Utility Potholing (18 Potholes)								2.0						2.0	\$ -	\$ 15,840.00	\$ 16,116.00
2.6 - Preliminary Design						8.0	20.0	20.0						48.0	\$ 100.00	\$ -	\$ 5,448.00
Subtotal	0.0	0.0	36.0	0.0	0.0	8.0	34.0	50.0	10.0	5.0	0.0	0.0	0.0	143.0	\$ 150.00	\$ 17,919.00	\$ 36,202.00
Task 3 - Engineering Design - Plans, Specifications, and Estimate (PS&E)																	
3.1 - Improvement Plan Preparation														0.0	\$ -	\$ -	\$ -
Traffic Signal Plans (9 Sheets)		8.0		8.0		50.0	180.0	190.0						436.0	\$ 50.00	\$ -	\$ 48,590.00
Interconnect Plans (5 Sheets)		2.0		4.0		8.0	20.0	80.0						114.0	\$ 50.00	\$ -	\$ 11,338.00
3.2 - Project Specification		1.0		2.0		4.0	8.0			1.0		1.0		17.0	\$ -	\$ -	\$ 2,408.00
3.3 - Construction Cost Estimate		1.0		1.0			4.0	5.0		1.0				12.0	\$ -	\$ -	\$ 1,363.00
3.4 - Right-of-Way Certification			14.0							1.0			1.0	16.0	\$ 50.00	\$ -	\$ 2,924.00
3.5 - Authorization-to-Proceed (E-76) with Construction Package			12.0							1.0			1.0	14.0	\$ 50.00	\$ -	\$ 2,544.00
3.6 - Bidding Assistance						2.0	2.0							4.0	\$ -	\$ -	\$ 562.00
Subtotal	0.0	12.0	26.0	15.0	0.0	64.0	214.0	275.0	0.0	4.0	0.0	0.0	3.0	613.0	\$ 200.00	\$ -	\$ 69,729.00
Task 4 - Construction Support																	
4.1 - Pre-construction Meeting						2.0	2.0							4.0	\$ 50.00	\$ -	\$ 612.00
4.2 - Construction Support						4.0	8.0							12.0	\$ -	\$ -	\$ 1,624.00
Subtotal	0.0	0.0	0.0	0.0	0.0	6.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	\$ 50.00	\$ -	\$ 2,236.00
TOTAL	2.0	20.0	62.0	19.0	0.0	82.0	258.0	325.0	10.0	9.0	0.0	0.0	3.0	790.0	\$ 500.00	\$ 17,919.00	\$ 111,571.00

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers
From: Nick Kimball, City Manager
Date: September 7, 2021
Subject: Recieve and File an Update Regarding COVID-19 Response Efforts

RECOMMENDATION:

Receive and file an update related to the City’s COVID-19 efforts, including, but not limited to the City’s COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

BACKGROUND/ANALYSIS:

This report is meant to provide City Council and the public the opportunity to review all items related to the City’s response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, 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 LA County’s daily test positivity rate’s significant increase since the June 15, 2021 reopening, LACDPH updated the Health Officer Order on July 16, 2021, July 22, 2021, July 30, 2021, and most recently on August 23, 2021 to include:

- Aligining with the State Public Health Office’s August 18, 2021 Order regarding Mega Events.

Receive and File an Update Regarding COVID-19 Response Efforts

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- Beginning September 20, 2021, all attendees at Indoor Mega Events involving 1,000 or more persons must, prior to entry, show verification of COVID-19 vaccination status or a negative COVID-19 (diagnostic test result. This is a lower attendance threshold than the previous requirement of 5,000 participants.
- Clarifies that for all Indoor Mega Events scheduled on or after September 20, 2021, self-attestation is no longer permitted method vor vaccination verification or verification of negative COVID-19 test.
- Requires specific infection control protocols for Youth Sports effective September 1, 2021.

In addition to the above revisions to the Health Officer Order, LACDPH instituted a separate Health Care Worker Vaccination Requirement on August 12, 2021 (effective at 11:59 pm on August 12, 2021, with compliance required by September 30, 2021), mandating employers of Health Care and Home Care workers who work in or routinely visit high-risk or residential care settings to document their fully vaccinated status; for those with approved medical or religious exemptions, document weekly or twice weekly regular testing for COVID-19.

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 July 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.
- Shelters and cooling centers.
- Indoors at any youth-serving facility (such as K-12 schools, childcare, day camps, etc.)

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- 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](https://www.sfcity.org/coronavirus/#face-masks)

Health Order Enforcement.

Staff will provide an update on current enforcement efforts during the meeting, if requested.

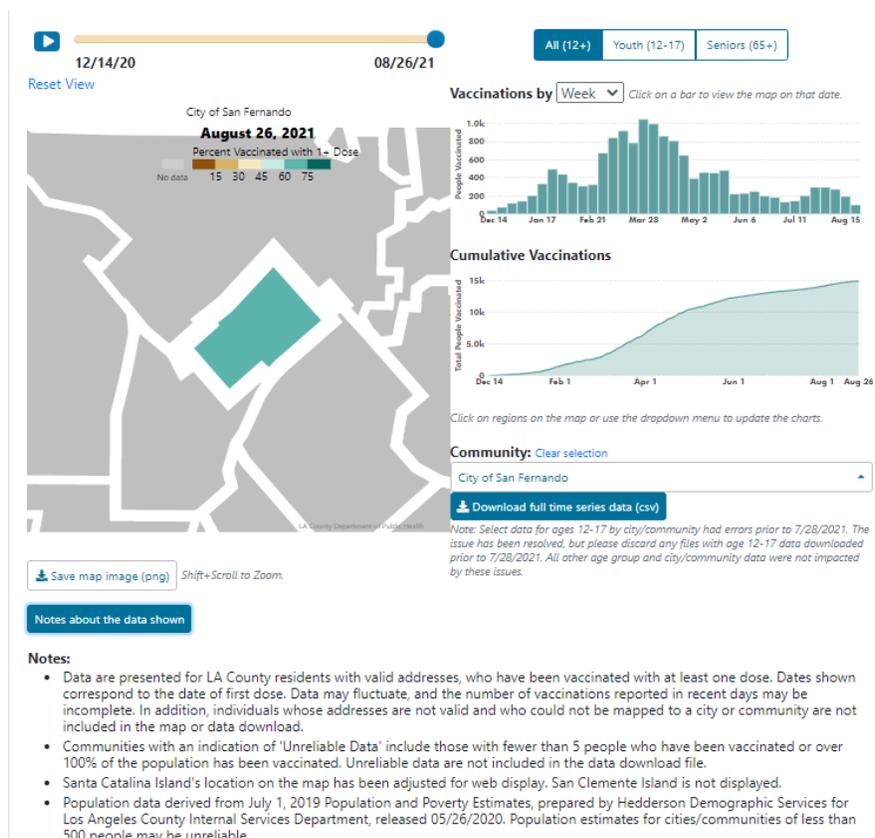
COVID-19 Vaccine Distribution.

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

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

Per data provided by LACDPH as of August 26, 2021: 14,897 (71.1%) of San Fernando residents over the age of 12 and 2,344 (91.1%) of San Fernando residents over the age of 65 have received at least one dose of the COVID-19 Vaccine.



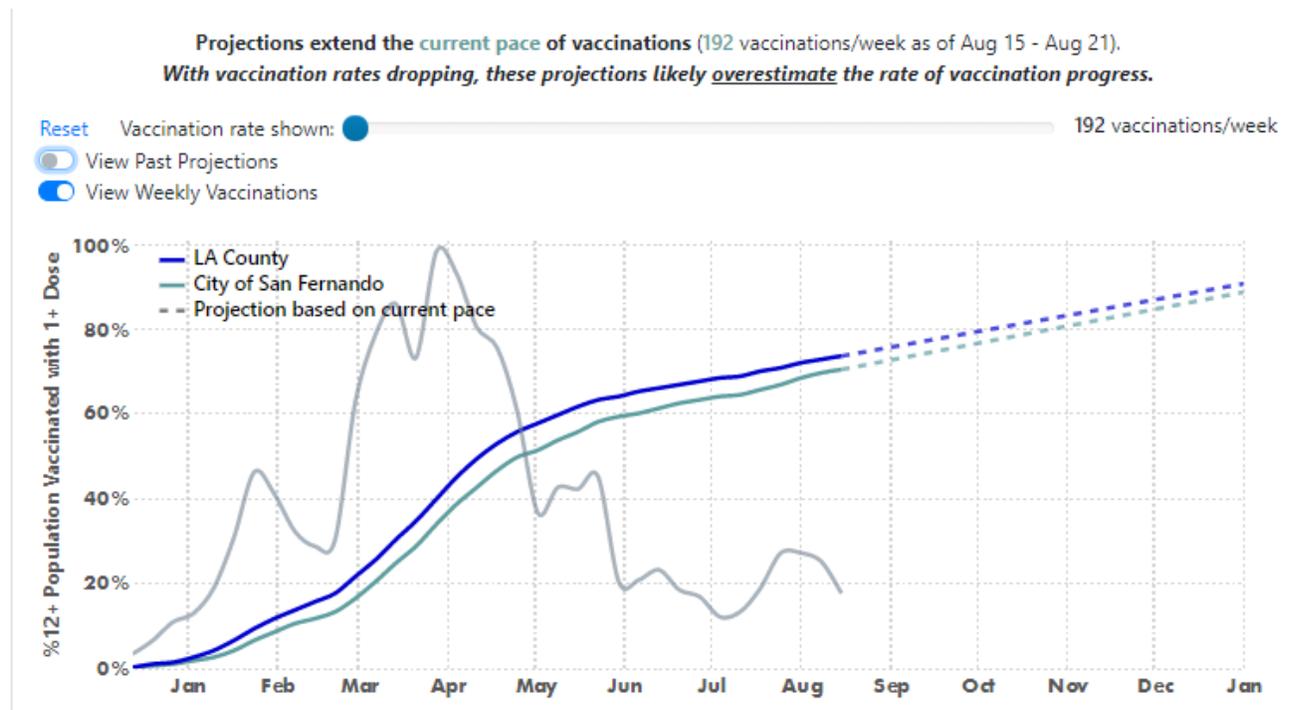
Receive and File an Update Regarding COVID-19 Response Efforts

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Digital Ad Campaign.

Throughout the months of July and August 2021, City staff worked with ALAS Media and A4 Media to develop a digital ad campaign to increase vaccination rates. The final Digital Ad Report (Attachment “D”) is very interesting and shows the ad campaign's success in getting local residents to click on ads pushed to their phones and computers that brought them to the City's COVID-19 page with information on signing up for vaccinations.

Through August 26, 2021, 71.1% of San Fernando's 12+ population has received at least one dose of vaccine. The chart below (solid gray line) shows the uptick in vaccinations in July and August 2021 while the ad campaign was being run. Although there were undoubtedly other factors that contributed to the increase in vaccinations, staff would like to think that the digital ad campaign assisted those interested in getting the vaccination with easy access to registration sites.



San Fernando Recreation Park Vaccination and Testing SuperSite.

In November 2020, the City partnered with the City of Los Angeles Fire Department and CORE, the community organized relief effort non-profit organization, to offer walk-up testing at San Fernando Recreation Park. On December 30, 2020, COVID-19 vaccination opportunities were authorized to be added to the services provided at the San Fernando Recreation Park site.

As of July 31, 2021, the vaccination and testing SuperSite operated by the Los Angeles Fire Department and CORE closed and vacated San Fernando Recreation Park.

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While the San Fernando Recreation Park site was open, there were 159,888 tests and 111,832 vaccinations administered at the site. Of that total, 9,159 tests and 4,544 vaccinations were administered to individuals in the 91340 zip code. Below, please find additional statistics:

	Tests	Vaccinations
Start Date	November 24, 2020	December 30, 2020
Total	159,888	111,832
Administered on the First Day	2,087	352
High in a Single Day	3,751	2,310
Approximate Number of Days	196	162
Average Per Day	815	690
Total 91340 Individuals	9,159	4,544

As a result of the SuperSite closing, Recreation and Community Services staff collaborated with CORE staff to bring back a smaller-scale mobile unit. Although the new pilot program will be significantly scaled down, there will be more flexibility to change days and hours of service as needed, and there will also be a much smaller impact on the surrounding neighborhood and park services. An additional service that CORE will be providing to the community at this site will be information related to eligibility for public assistance programs and health screenings (i.e., CalFresh/SNAP, WIC, Medi-Cal, LIHEAP, and General Relief).

Upcoming Vaccination Opportunities and Testing Site.

The City has been working with many community and healthcare partners to provide opportunities for eligible San Fernando residents to receive the vaccine and testing. 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 September 2021 and October 2021:

- San Fernando Recreation Park: Currently, new smaller-scale pilot program is open from 8 am to 4 pm and no appointment is necessary. The daily schedule is as follows:
 - Testing – Monday through Wednesday, 12 pm to 8 pm; Thursday through Saturday, 8 am to 4 pm
 - Vaccine (Pfizer) – Wednesday, 12 pm to 8 pm; and Saturday, 8 am to 4 pm
 - Public Assistance Program Information – Monday through Wednesday, 12 pm to 8 pm; Thursday through Saturday, 8 am to 4 pm
 - Free Wellness Checks – Wednesday, 12 pm to 8 pm; and Saturday, 8 am to 4 pm
- Kidneys Quest Foundation: On September 25, 2021 and October 16, 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 "E"), and COVID-19 Vaccine Scams (Attachment "F") informational brochures. Additional information relating to the COVID-19 vaccine may be found on the DPH website: <http://publichealth.lacounty.gov/media/Coronavirus/vaccine/>.

Vaccine Third Dose and Booster Shots.

The difference between third doses and booster doses is more than just a language issue. Third doses are meant to elicit an antibody response where there was an inadequate antibody response before, while booster doses are meant to increase antibody levels that have waned after a robust increase in the months after vaccination.

With emerging data indicating that certain populations will need more support to be protected, the CDC's Advisory Committee on Immunization Practices on August 13, 2021, recommended a third dose of mRNA vaccines for immunocompromised people, including transplant recipients, people with advanced or untreated HIV infection, people actively receiving cancer treatment, and people taking immunosuppressive medications. Third doses have been available to eligible individuals at vaccination sites across Los Angeles County since Saturday, August 14, 2021.

Additionally, following the CDC's announcement that booster doses of mRNA vaccines will be offered to all vaccinated people, LACDPH is continuing to work with staff and residents at skilled nursing facilities to prioritize these most vulnerable residents for booster doses so they are prepared to administer these as soon as the Food and Drug Administration gives their approval.

FDA Approves License for Pfizer-BioNTech COVID-19 Vaccine.

On August 25, 2021, the U.S. Food and Drug Administration (FDA) approved the license for the Pfizer-BioNTech COVID-19 vaccine for the prevention of COVID-19 disease in individuals 16 years of age and older. The Pfizer COVID-19 vaccine continues to be available under emergency use authorization (EUA) for those 12 through 15 years old and for a third dose in certain immunocompromised individuals. The licensing approval was made after another thorough evaluation of safety and effectiveness data by a panel of scientific and medical experts. FDA-

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approved vaccines undergo the agency's standard process for reviewing the quality, safety and effectiveness of medical products.

COVID-19 Relief Programs.

The City Council 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](https://www.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 through the end of September 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](https://www.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.

BUDGET IMPACT:

American Rescue Plan Act.

On March 12, 2021, President Biden signed the American Rescue Plan Act into law which provides fiscal stimulus funding paid directly to state and local governments. The City's total allocation is approximately \$5.8 million, which is being distributed in two equal installments of \$2.9 million in July 2021 and July 2022. City Council will be considering appropriation of these funds through separate City Council action items.

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

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\$311,234. City Council appropriated these funds to reimburse the City for COVID-19 response costs in FY 2020-2021.

Additionally, the City received \$136,000 in special CDBG Coronavirus (CV) funds that were used to fund a residential food distribution program and small business PPE program.

ATTACHMENTS:

- A. California is Open – What does this mean?
- B. City of San Fernando and LA County Daily COVID-19 Data – as of September 1, 2021
- C. Masking Guidance
- D. Digital Ad Report
- E. COVID-19 Vaccine Frequently Asked Questions
- F. COVID-19 Vaccine Scams
- G. COVID-19 Variants
- H. 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

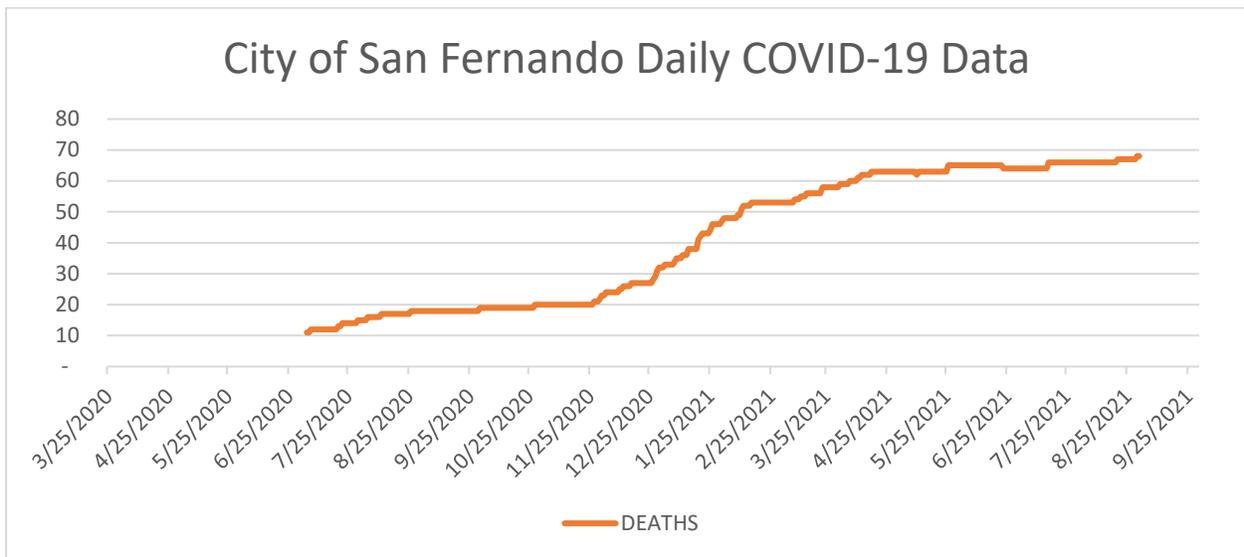
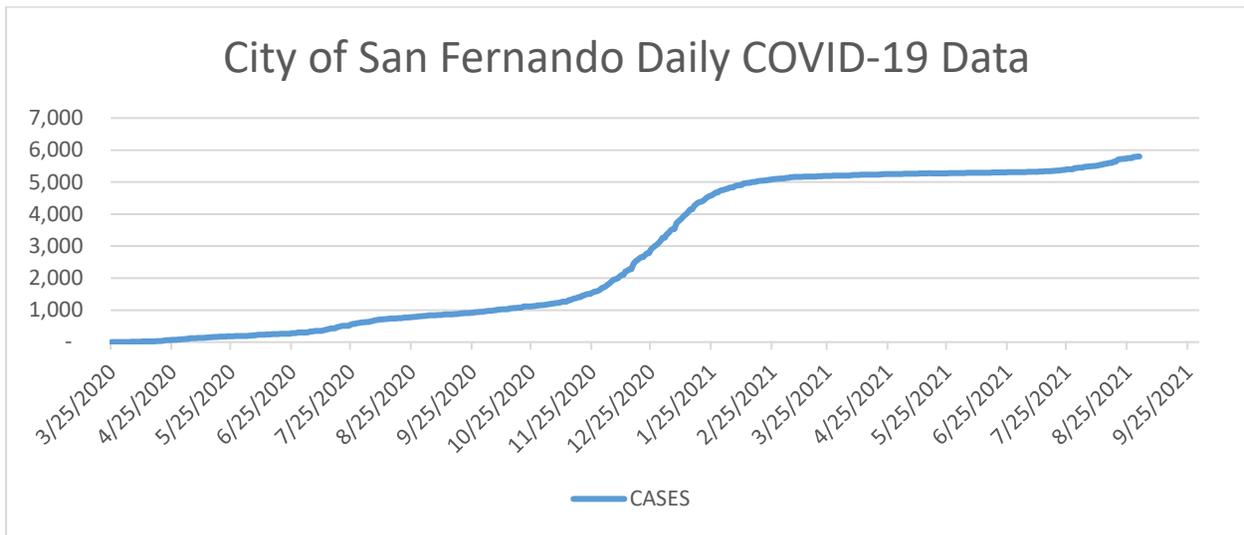
SOURCE:

<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 August 31, 2021)

Total Cases: 5,799

Total Deaths: 68



Los Angeles County Daily COVID-19 Data

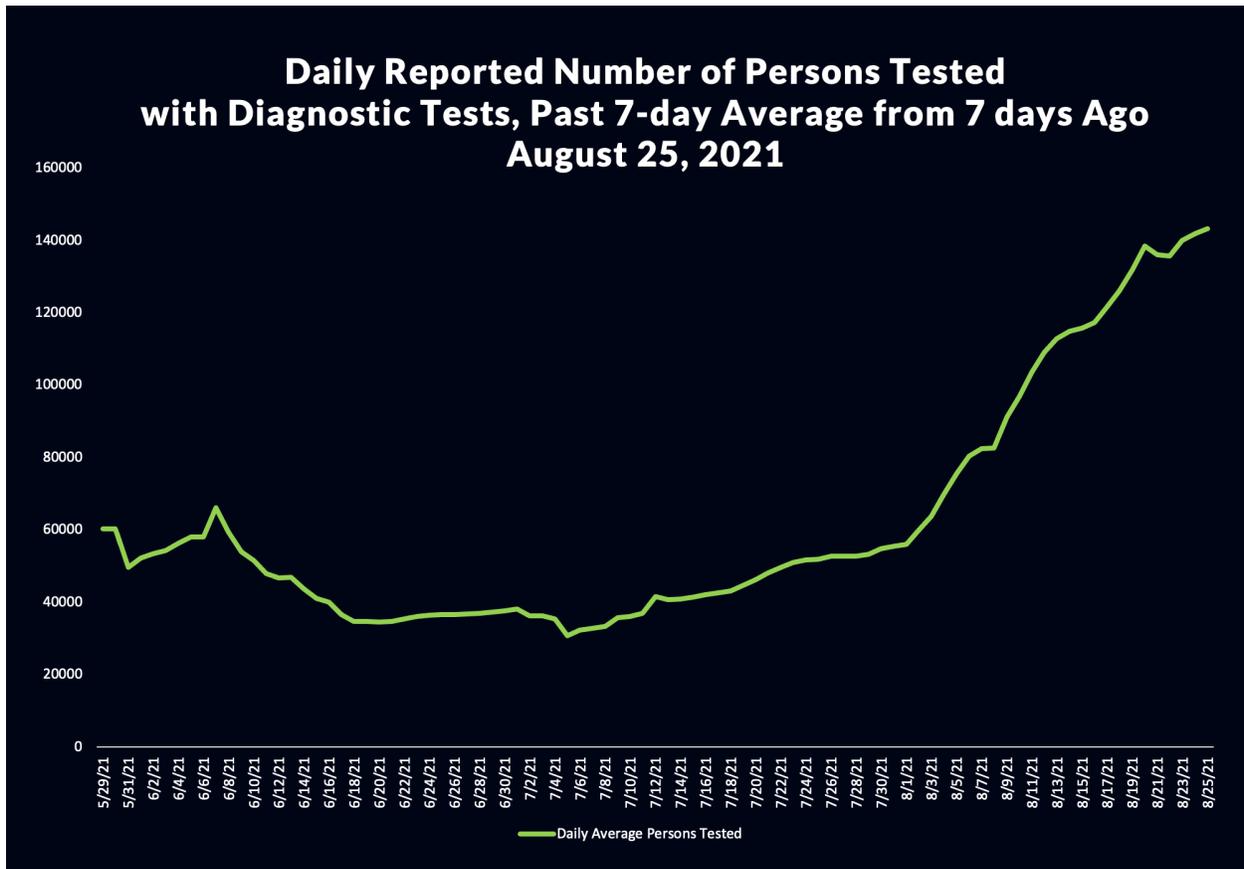
SOURCE:

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; 9/2/21 @ 10 am.

Graph 1: Daily Reported Persons Tested for COVID-19

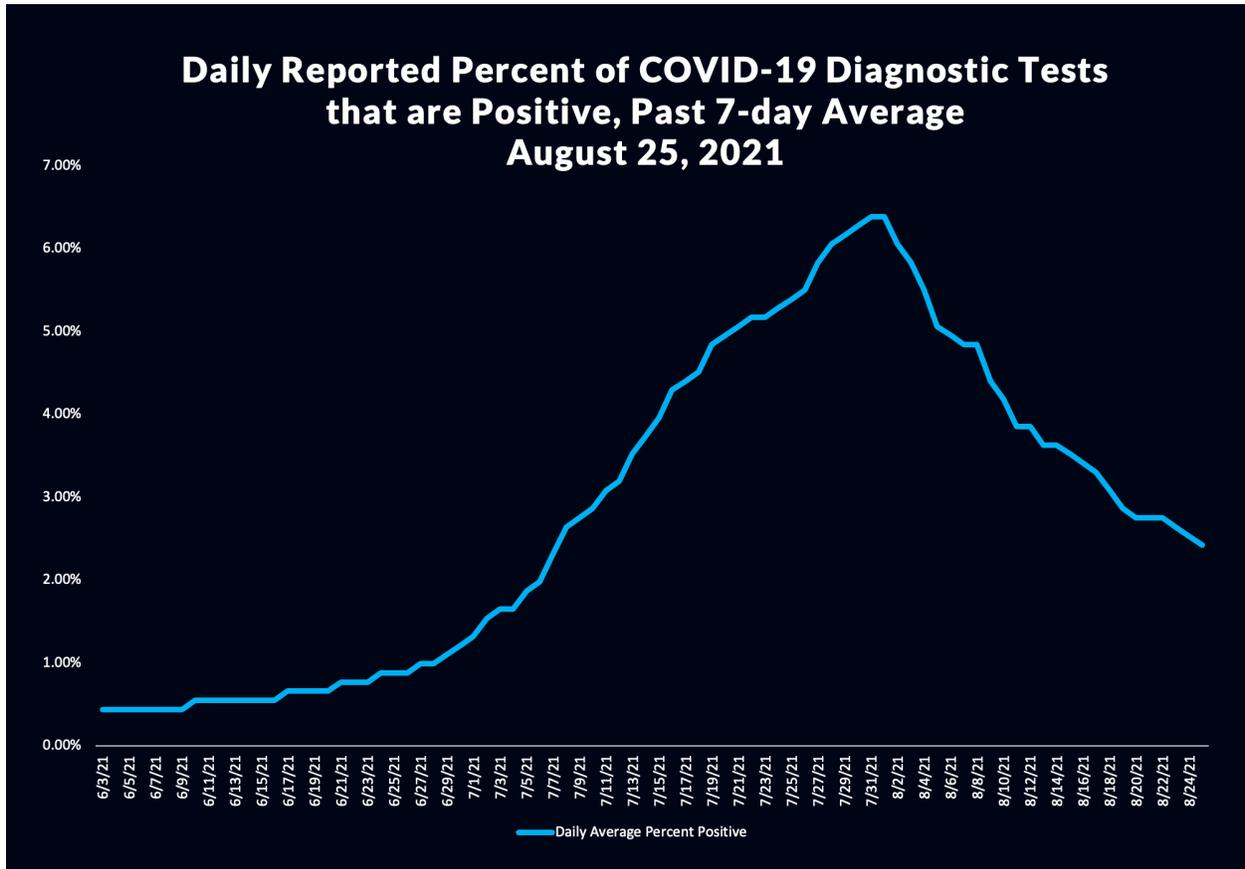
7-Day Daily Average: 143,297

Total Number of People Tested: 8,141,428



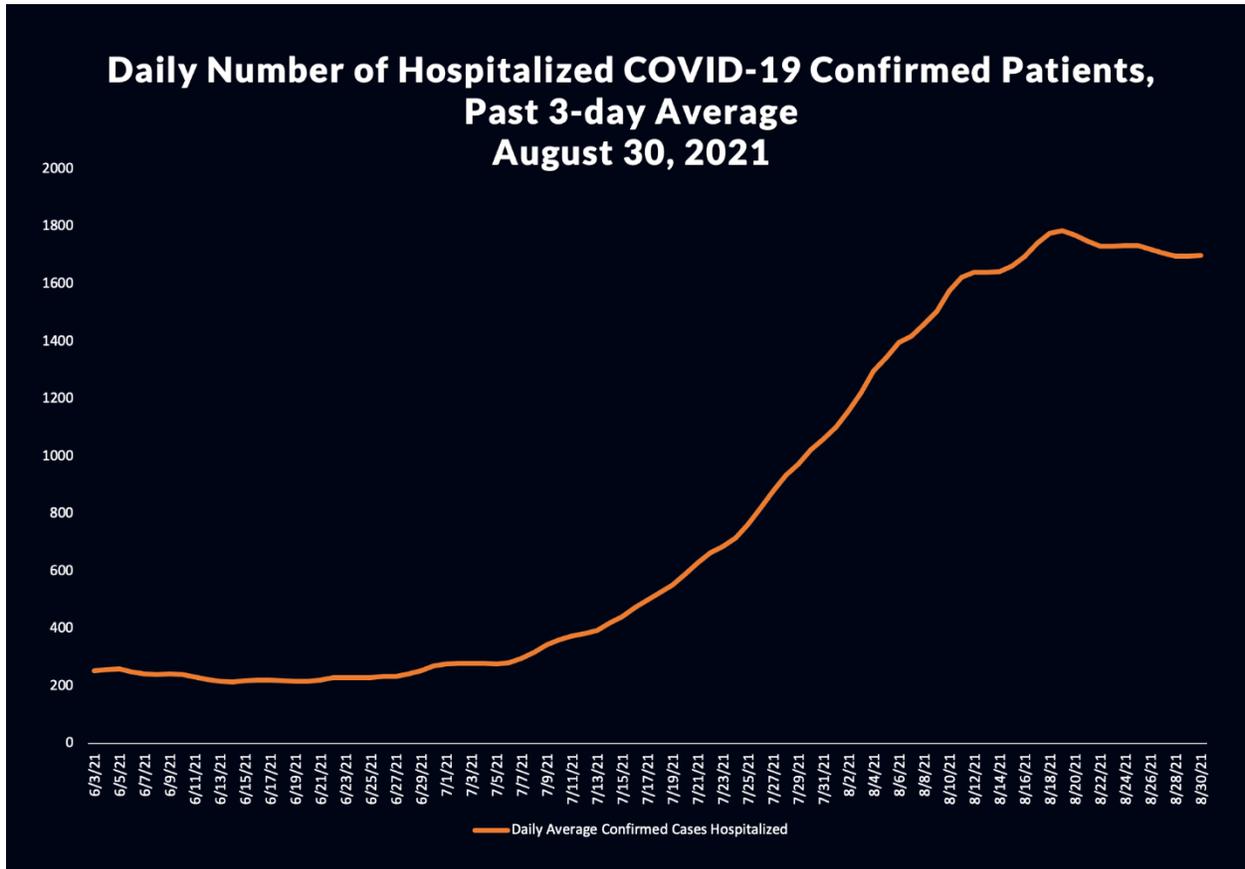
Graph 2: Daily Reported Percent Positive for COVID-19

7-Day Daily Average: 2.42%



Graph 3: Daily Number of COVID-19 Hospitalizations

Current Hospitalizations (9/1/21): 1,699





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. • In healthcare settings (including long-term care facilities) • In 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.) • At outdoor Mega Events (events with over 10,000 attendees like concerts, sports games and parades) • In any other 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 crowded outdoor events (that are smaller than Mega Events). In particular, wear a mask while in line to enter, exit, use the bathroom, or buy food or drinks. • It is strongly recommended that children wear a mask on playgrounds and in other outdoor spaces where they gather if distancing is not possible or practical. 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 an N95 respirator. 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, counter, or ticketed seat. This means that you can briefly remove your mask when you are actually eating or drinking but you must put it back on immediately afterwards. You must also wear a mask when you are waiting to be served, between courses or drinks, and while seated after finishing your food or drink.
- 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.



Los Angeles County WHEN YOU NEED TO WEAR A 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>.

August 25, 2021

Digital Ads Report

San Fernando vaccination campaign

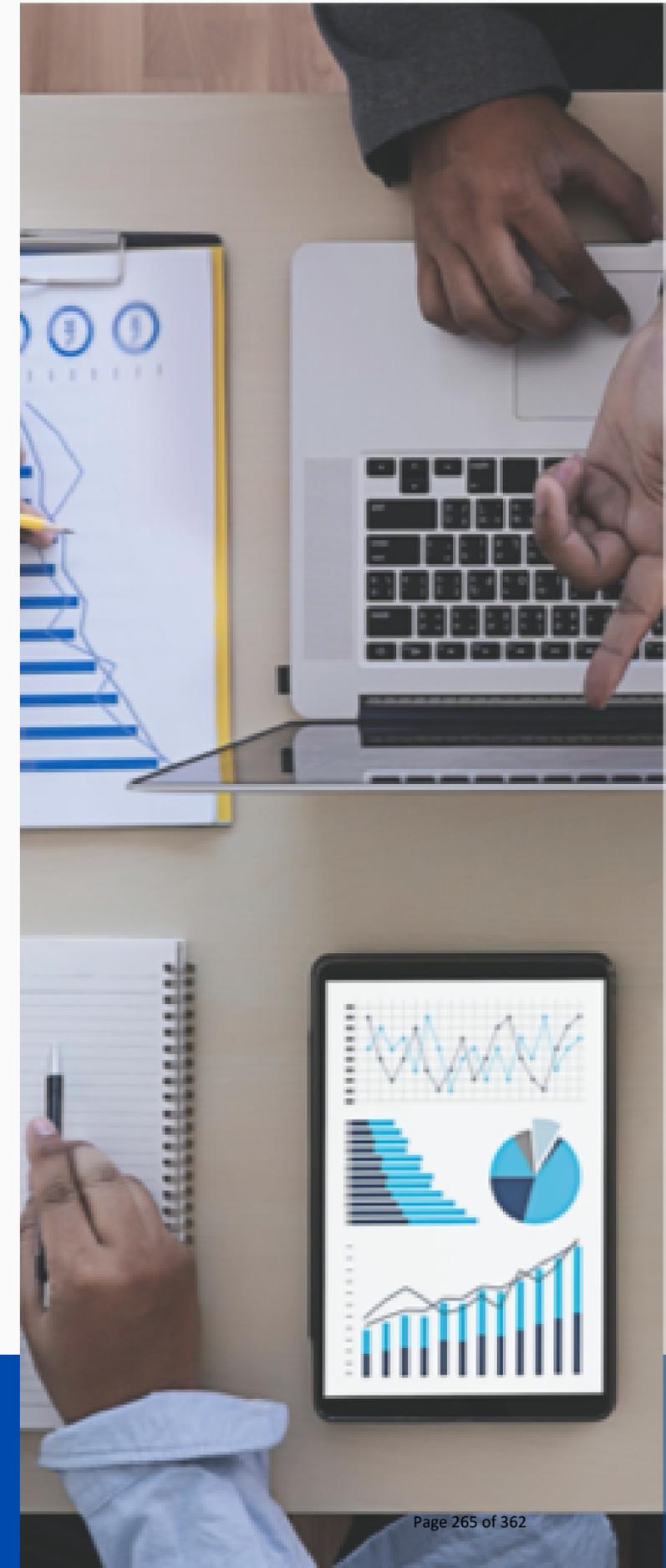


Report Outline

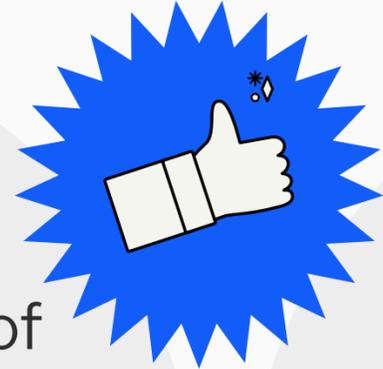
Performance Overview

Insights and highlights for:

- AdMessenger
- Display Ads
- Video Ads

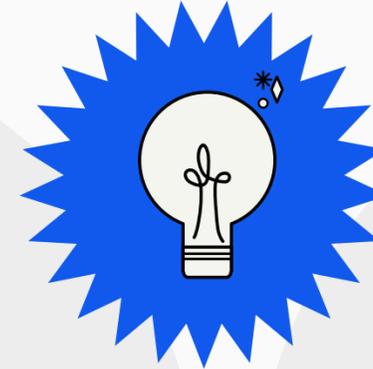


Performance overview



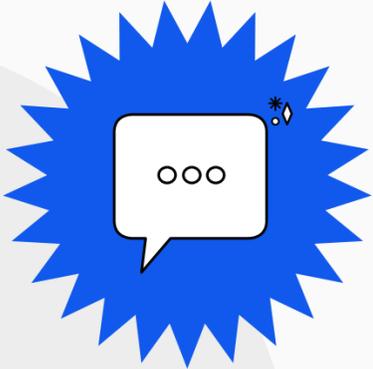
We delivered a total of 715,929 impressions and drove 4,107 clicks to the landing page through AdMessenger, Display and Video ads. The overall Click Through Rate (CTR) was .57%.

1st Phase



The campaign started with the AdMessenger and Display ads approach. The objective with these two tactics was to drive people to the landing page so they could get more information about vaccination sites and their hours of operation. People could sign up to get vaccinated just by clicking in our ads.

2nd phase



The second phase involved video ads with the objective to motivate people to get vaccinated and also eliminate any myths or misinformation that they had learned.



AdMessenger

3.31% CTR

We delivered 83,311 impressions and drove 2,761 clicks to the landing page. The overall CTR for this tactic is 3.31% which is six times our national benchmarks of .50-.80%.

AdName	Impressions	Clicks	CTR
Let's continue to keep our community safe and healthy! Wear a mask if you have not been vaccinated.	8,590	166	1.93%
Some vaccination sites are closing soon! Schedule your appointment today! Click here to find the nearest locations.	8,506	157	1.85%
Get your life back, get vaccinated today! Click here to find the nearest locations.	7,967	305	3.83%
Register for your vaccination appointment today, and don't forget to get your second shot if you have received the Moderna or Pfizer vaccine.	8,186	318	3.88%
Working late? The San Fernando Park Vaccination site closes at 8pm. Don't wait any longer and get your vaccine today!	8,405	315	3.75%
No tiene identificación? ¡No hay problema! Obtenga su vacuna contra el COVID-19 hoy! Haga clic aquí para encontrar el sitio más cercano.	8,318	254	3.05%
Regrese a su vida de antes. ¡Vacúnese contra el COVID-19 hoy! Haz clic aquí para encontrar el centro de vacunación más cercano.	8,368	288	3.44%
¿Trabajando hasta tarde? El centro de vacunación en el parque de San Fernando está abierto hasta las 8pm. No espere más y encuentre el sitio más cercano!	8,389	295	3.52%
¡Sigamos manteniendo a nuestras familias sanas y seguras! Continúe usando tapabocas si no ha recibido la vacuna.	8,295	273	3.29%
Haga su cita para recibir la vacuna contra el COVID-19 hoy, y no olvide asistir a su segunda cita si recibió la vacuna de Moderna o Pfizer.	8,287	390	4.71%
	83,311	2,761	3.31%

The message with the highest CTR was in Spanish with 4.71%:

Haga su cita para recibir la vacuna contra el COVID-19 hoy, y no olvide asistir a su segunda cita si recibió la vacuna de Moderna o Pfizer.

Followed by the English version of the same message with 3.88% CTR:

Register for your vaccination appointment today, and don't forget to get your second shot if you have received the Moderna or Pfizer vaccine.

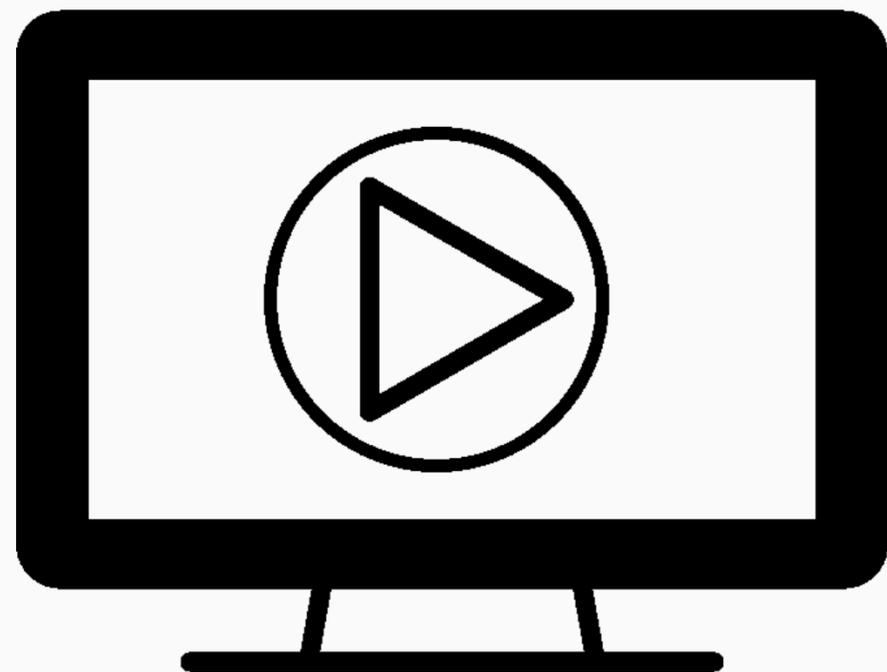


Display Ads

.38% CTR

We delivered 155,684 impressions and drove 593 clicks to the landing page. The overall CTR for this tactic was .38%, but it is still almost four times our national benchmarks of .08-.10%.

This is the highest performing ad in English and Spanish with .45% CTR



Video Ads

73.41% VCR

We delivered 476,934 impressions through video ads and drove 753 clicks to the landing page. The main metric for videos is the Video Completion Rate (VCR), and this campaign finished with a 73.41% VCR. This means that most people are watching at least 73% of the videos.

The videos with the highest VCR were Brian's video and Lenny Montes in Spanish

Thank you!





COVID-19 VACCINES - FREQUENTLY ASKED QUESTIONS

Updated 8/14/21: 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. Even with the Delta variant, 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. When vaccinated people do get infected, they don't usually get as sick as unvaccinated people and their symptoms don't last as long. Sometimes they have no symptoms at all.

GETTING THE VACCINE

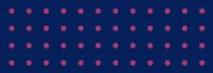
Will I have to pay to get a COVID-19 vaccine?

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](https://www.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](https://www.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.

If you have a moderately or severely weakened immune system (immunocompromised) and already got 2 doses of the Pfizer or Moderna vaccine, it is recommended that you get a 3rd dose of the same vaccine. A follow-up dose is not currently recommended for those who have received the J&J vaccine because the FDA is still evaluating how well it works in people with weak immune systems. For more information, see [Can people with weak immune systems get a COVID-19 vaccine?](#) below.

Booster doses are not recommended for the general public at this time.

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.

For more information, for people who are immunocompromised, see [Can people with weak immune systems get a COVID-19 vaccine?](#) below.



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. This is also an official record. It can be downloaded to the Google Pay digital wallet on an Android phone. (An Apple Wallet version will be available for iPhones soon). For more information, visit 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.

Is it safe for me to get a COVID-19 vaccine if I would like to have a baby one day?

Yes. The CDC recommends vaccination for all people aged 12 years and older, including people who are pregnant, breastfeeding, trying to get pregnant now, or might become pregnant in the future. Pregnant people are more likely to get severely ill with COVID-19 compared with non-pregnant people. In addition, pregnant people are more likely to get complications like preterm birth if they have COVID-19.

There is no evidence the COVID-19 vaccines cause any problems with pregnancy, including the development of the placenta. Also, there is no evidence that female or male fertility problems are a side effect of any vaccine, including COVID-19 vaccines. The vaccines do not change a person's DNA and there is no evidence they affect puberty or teen's development.

For more information, see the CDC webpage [COVID-19 Vaccines for People Who Would Like to Have a Baby](#).

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?

Yes, serious side effects can happen but are very rare. Vaccine safety monitoring systems have identified four serious health problems, described below. If you receive a vaccine, see [After You Get a Vaccine](#) to learn about possible symptoms to look out for.

- **Anaphylaxis** - Anaphylaxis is a rare but serious allergic reaction that can happen after any vaccination. It has occurred in approximately 2 to 5 people per million vaccinated against COVID-19 in the US. Everyone is observed for a short time after getting a COVID-19 vaccine so that if anaphylaxis does happen, it can be treated right away. Learn more on the CDC webpage [What to Do If You Have an Allergic Reaction after Getting a COVID-19 Vaccine](#).
- **Thrombosis with thrombocytopenia syndrome (TTS):** TTS is a rare but serious condition involving blood clots and low platelets. It has been reported in people who received the J&J vaccine. Women younger than 50 should especially be aware of their increased risk for this rare condition - about 7 per 1 million women age 18 to 49 who received the J&J vaccine got TTS. For women 50 years and older and men of all ages, the risk of TTS is even more rare. To learn more, visit the CDC's [J&J vaccine frequently asked questions webpage](#).
- **Guillain-Barré Syndrome (GBS):** GBS is a rare disorder where the body's immune system damages nerve cells. This causes muscle weakness and sometimes paralysis. Most people fully recover from GBS, but some have permanent nerve damage. GBS has been reported in people who received the J&J vaccine. There were more cases in men, especially men age 50 and older. Nearly all of the people became ill within 6 weeks of getting the vaccine. Most became ill in the first 3 weeks. Overall, it is estimated that 7.8 people get GBS out of every million people who receive the J&J vaccine
- **Myocarditis and pericarditis** – Inflammation of the heart muscle (myocarditis) or outer lining of the heart (pericarditis) has been seen in people who received the Pfizer and Moderna vaccines. Most of the cases were reported in male adolescents and young adults days after the second dose of the vaccine. Most people who received care improved with medicine and rest and felt better quickly. People who experience these conditions can usually return to their normal daily activities after their symptoms improve.

Overall, it is estimated that 3.5 people get myocarditis out of every million people who receive a 2nd dose of Pfizer or Moderna vaccine. It is important to note that 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](#).



To date, over 350 million doses of COVID-19 vaccine have been given in the US. Although side effects may happen, they are very rare. The benefits of getting vaccinated outweigh the risk.

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.

Over 4 million children have tested positive for COVID-19 in the US since the start of the pandemic. 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-system 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 less likely to get infected if 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 (immunocompromised) are strongly urged to get vaccinated because they are at higher risk of getting COVID-19. They are also more likely to become very sick if they do get infected. This is especially important now that the Delta variant is so common because it is more infectious than previous versions of the virus.

The vaccines may not work as well for people with certain health conditions or who are taking medicine that [weaken their immune system](#) (for example, blood related cancers or certain treatments for cancer, organ transplants, and certain autoimmune conditions).

If you have a moderately or severely weakened immune system and already got 2 doses of the Pfizer or Moderna vaccine, it is recommended that you get a 3rd dose of vaccine. Talk to your doctor about the need to get an additional dose of COVID-19 vaccine and the best time to get it. The 3rd dose of mRNA vaccine should be given at least 28 days after the 2nd dose. The same type of vaccine should be used if possible. For example, if you got a series of Pfizer vaccine, try to get a Pfizer vaccine for your 3rd dose. A follow-up dose is not currently recommended for those who have received the J&J vaccine. The FDA is still evaluating data on how well the J&J vaccine works in people with weak immune systems.

If you have a weak immune system, it is very important to continue to protect yourself even if you get a 3rd dose of vaccine. This includes wearing a well-fitting mask, maintaining physical distance, avoiding crowded places or spaces with poor air flow, and washing hands often. Consider [“double masking”](#) (wearing a cloth face mask over surgical mask) or an N95 respirator for a higher level of protection. The people you are in close contact with can help to protect you by getting vaccinated too.





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 anaphylaxis (a severe type of 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.

Is the COVID-19 vaccine recommended for people who are pregnant?

Yes. The CDC and pregnancy experts, including the American College of Obstetricians and Gynecologists, the Society for Maternal-Fetal Medicine, and the American College of Nurse-Midwives recommend that pregnant and lactating people be vaccinated against COVID-19.

There is no evidence that COVID-19 vaccination causes any problems with pregnancy, including the development of the placenta. As of July 2021, more than 139,000 pregnant people have been vaccinated and no unexpected pregnancy or fetal problems have occurred. There have been no reports of any increased risk of pregnancy loss, growth problems, or birth defects.

COVID-19 itself is a serious concern during pregnancy. Pregnant and recently pregnant people who get COVID-19 are more likely to become severely ill and be hospitalized than people who are not pregnant. They are also more likely to get pregnancy complications like preterm birth compared to pregnant people who do not have COVID-19.

COVID-19 vaccination can protect pregnant people from severe illness from COVID-19. In studies of people who have received COVID-19 mRNA vaccines, antibodies were found in the umbilical cord blood of babies and in breastmilk. This means that vaccination during pregnancy might also help protect babies against COVID-19.

The growing evidence about the safety and effectiveness of COVID-19 vaccination during pregnancy shows that the benefits of receiving a COVID-19 vaccine outweigh any known or potential risks. For more information, see the Society for Maternal-Fetal Medicine guidance [COVID-19 Vaccination if You Are Pregnant or Breastfeeding](#) and the CDC webpage [COVID-19 Vaccines While Pregnant or Breastfeeding](#).

If you are pregnant and have questions about getting vaccinated, talk to your doctor. You can also talk to experts at MotherToBaby who are available to answer questions in English or Spanish. This free and confidential service that is available Monday–Friday 8am–5pm. You can call 866-626-6847, text 855.999.8525, e-mail ContactUs@mothertobaby.org or start a chat on at mothertobaby.org/ask-an-expert/.





Can people who are breastfeeding get the vaccine?

Yes. Experts, including the CDC, American College of Obstetricians and Gynecologists, the Society for Maternal-Fetal Medicine, and the American College of Nurse-Midwives recommend that people who are breastfeeding be vaccinated against COVID-19.

Lactating people were not included in the vaccine studies. However, based on what we know about how these vaccines work, the vaccines are not thought to be a risk for the baby. Recent reports have shown that breastfeeding people who have received the Pfizer or Moderna vaccines have antibodies in their breastmilk, which might help to protect their babies. These vaccines do not pass into breastmilk.

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.

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 physical 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. Vaccination is also the best way to stop new variants of the virus from developing and spreading.

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. You should get tested, 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://www.vaccinatelacounty.com) 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://www.vaccinatelacounty.com) 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://www.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://www.211LA.org).
- **Find resources like food, medicines, and other essential supplies:** call 2-1-1 or visit the [211LA website](https://www.211LA.org), or the Public Health [resource webpage](#).
- **Report a possible COVID-19 scam and get help trying to get your money back:** contact the LA County Department of Consumer and Business Affairs (DCBA): [dcba.lacounty.gov](https://www.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](https://www.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://www.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](https://www.covid19.lacounty.gov)
- Check the CDC's website [cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

Scam Alerts

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

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

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.

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

¹ You are considered fully vaccinated against COVID-19 two (2) weeks after: the second dose of a Pfizer or Moderna COVID-19 vaccine series, a single dose of Johnson & Johnson 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. See [fully vaccinated](#) web page for more information.

COVID-19 Variants

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. Until we know more about the Delta variant, it is required that everyone, regardless of vaccination status wear masks indoors in public places. Your mask should fit snugly over your nose and mouth and be made of at least two layers so that they filter well. If you are in a setting where you are in sustained close contact with other people who may not be fully vaccinated, consider “double masking” (wearing a cloth face mask over a surgical mask) or a respirator (e.g., N95 or KN95). These offer a higher level of protection. This is especially important if you are not fully vaccinated and are indoors or in a crowded outdoor place. Some exceptions apply - learn more 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/](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
By: Matt Baumgardner, Director of Public Works

Date: September 7, 2021

Subject: Consideration to Adopt a Resolution Approving the City's 2021 Multi-Hazard Mitigation Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8095 (Attachment "A"), approving the City's 2021 Multi-Hazard Mitigation Plan (MHMP); and
- b. Authorize Emergency Planning Consultants (EPC) to forward the resolution of approval to Federal Emergency Management Agency (FEMA) for issuance of a Final Letter of Approval. Upon receipt, the Final Letter of Approval will be included in the Final Plan.

BACKGROUND:

1. On April 20, 2020, the City Council approved a contract with EPC to prepare the update to the City's MHMP.
2. In June 2020, a kickoff meeting was held between the City and EPC.
3. On October 19, 2020 and December 31, 2020, the draft of MHMP was posted on City's website and social media platforms (Facebook and Instagram) for the public to review and provide comments; external agencies were notified about draft MHMP and asked to provide comments.
4. On January 28, 2021, comments received from Los Angeles County Fire Department were sent to City's consultant for inclusion in the draft MHMP.
5. On March 26, 2021, the MHMP and hazardous mitigation plan tool was sent to CalOES and FEMA for formal review.

Consideration to Adopt a Resolution Approving the City's 2021 Multi-Hazard Mitigation Plan

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6. On April 20, 2021, the City was notified that CalOES completed the state-level review of City of San Fernando's MHMP and forwarded it to FEMA for formal review.
7. On June 8, 2021, the City was notified by FEMA that the City of San Fernando's MHMP was now approvable pending adoption.
8. On August 23, 2021, EPC presented the MHMP to the Disaster Council and received feedback.

ANALYSIS:

The Disaster Mitigation Act of 2000 requires communities to develop, implement, and update hazard mitigation plans recognizing potential natural hazards and to identify and consider mitigation measures that reduce the risks associated with those hazards. The MHMP is a tool to aid in facility and infrastructure planning and improvements and is a requirement to qualify for federal hazard mitigation grants. The federal regulations require hazard mitigation plans to be updated every five years. The City's existing MHMP was approved by FEMA in 2015. The updated plan must first be conditionally approved by FEMA, which the City received in June 2021, and then adopted by the local jurisdiction's governing body (i.e., City Council).

The MHMP process began in May 2020 with assistance from EPC and the City's Hazard Mitigation Planning Team, made up of representatives from the City's Public Works Department and Police Department. Four Planning Team meetings were held during preparation of the First Draft MHMP. The Planning Team invited the general public and other stakeholders to participate in the planning process by making the Second Draft MHMP available during the plan-writing phase. The public and stakeholders were informed of the MHMP's availability through several mediums including posting on the City's website.

Through the planning process, the Planning Team developed a Mitigation Actions Matrix that identified desired and planned projects including those from the existing City plans, including the General Plan and Capital Improvement Program and reflects the following goals: (1) protect life and property, (2) enhance public awareness, (3) preserve natural systems, (4) encourage partnerships and implementation, and (5) strengthen emergency services. The adoption of the MHMP will allow the City to seek mitigation grant funding when the opportunities become available. The MHMP is a living document and will be reviewed by the Planning Team members regularly to ensure the Mitigation Actions Matrix is implemented.

A [Final Draft of the 2021 MHMP](#) will be provided electronically to the City Council, with a digital copy provided through a link on the City Council agenda available through the City's website ([SFCITY.ORG/Alert-San-Fernando/#mhmp](https://www.sfcity.org/alert-san-fernando/#mhmp)).

Consideration to Adopt a Resolution Approving the City's 2021 Multi-Hazard Mitigation Plan

Page 3 of 3

BUDGET IMPACT:

There is no direct budget impact by approving the 2021 MHMP. However, by having the updated MHMP in place, the City is eligible for future mitigation grants made available from CalOES and FEMA.

CONCLUSION:

Staff recommends that City Council adopt the attached Resolution approving the 2021 Multi-Hazard Mitigation Plan, and authorize Emergency Planning Consultants (EPC) to forward the resolution of approval to Federal Emergency Management Agency (FEMA) for issuance of a Final Letter of Approval. Upon receipt, the Final Letter of Approval will be included in the Final MHMP.

ATTACHMENT:

- A. Resolution No. 8095

RESOLUTION NO. 8095

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ADOPTING THE 2021 MULTI-HAZARD MITIGATION PLAN**

WHEREAS, the City of San Fernando is vulnerable to natural hazards that may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities; and

WHEREAS, the City of San Fernando acknowledges the requirements of Section 322 of DMA 2000 to update the 2015 Multi-Hazard Mitigation Plan in order to be eligible for pre- and post-disaster federal hazard mitigation grant funds; and

WHEREAS, the City of San Fernando developed by a Planning Team with representatives from the City, and opened the planning process to pertinent municipalities and other stakeholders; and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Multi-Hazard Mitigation Plan; and

WHEREAS, the 2021 Multi-Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by natural hazards that face the City; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), City Staff determined that the adoption of the 2021 Multi-Hazard Mitigation Plan ("Project") is covered by the general rule, pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR§ 15061(b)(3)), that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and City Staff found that there is no possible significant effect directly related to the Project. Furthermore, CEQA Guidelines Sections 15262 and 15269 provide additional guidance, in the context, that the Project is a planning study that does not tacitly approve projects that would otherwise require independent environmental review under CEQA.

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

SECTION 1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. The City Council has reviewed the Project and based upon the whole record before it, in the exercise of its independent judgment and analysis, concurs that the adoption of the

City of San Fernando 2021 Multi-Hazard Mitigation Plan is exempt from consideration under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061 (b)(3) because it can be seen with certainty that there is no possibility that the adoption of this Plan, in and of itself, may have a significant effect on the environment; and future projects described within the Plan may be subject to independent environmental review pursuant to CEQA, and therefore no further action is required under CEQA at this time.

SECTION 3. The City Council hereby approves and adopts the City of San Fernando 2021 Multi-Hazard Mitigation Plan.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 7th day of September, 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. 8095 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 7th day of September, 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 September 2021.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: September 7, 2021

Subject: Consideration to Accept the American Rescue Plan Act Funds and Adopt a Resolution Appropriating a Portion of the Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept American Rescue Plan Act (ARPA) funds from the United States Department of the Treasury in the amount of \$2,909,170;
- b. Approve Resolution No. 8097 (Attachment "A") amending the Fiscal Year (FY) 2021-2022 Adopted Budget to appropriate \$2,909,170 in revenues and \$250,000 in expenses in Fund 121 – American Rescue Plan Act Fund;
- c. Authorize the City Manager to use the appropriated funds to reimburse the City for supply, equipment, cleaning, capital improvement, capital purchase and other operating costs incurred as a direct result of the City's COVID-19 response efforts in FY 2020-2021 and FY 2021-2022; and
- d. Provide additional direction, as appropriate.

BACKGROUND:

1. On March 12, 2021, President Biden signed the American Rescue Plan Act (ARPA) into law. ARPA provides, among other items, payments to individuals of up to \$1,400 per person, extended unemployment benefits, and \$350 billion in fiscal stimulus funding paid directly to state and local governments.
2. Through the fiscal stimulus payments, the City of San Fernando will receive a total of \$5,818,340 in ARPA funds, which can be used to address impacts from the COVID-19 pandemic, including, but not limited to, revenue loss, certain infrastructure investments, and

Consideration to Accept the America Rescue Plan Act Funds and Adopt a Resolution Appropriating a Portion of the Funds

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broadband improvements. Funds cannot be used for offsetting a tax cut or fund pension costs.

3. On April 19, 2021, the City Council approved renaming the CDBG Ad Hoc Committee to the COVID Relief Program Ad Hoc to develop recommendations for appropriating ARPA funds.
4. On July 13, 2021, the City received its first distribution of ARPA funds in the amount of \$2,909,170. These funds must be spent within three (3) years. The second distribution is expected on or about July 13, 2022.

ANALYSIS:

The COVID Relief Program Ad Hoc has met on a number of occasions since April 2021 to discuss ARPA funding and possible projects/programs to recommend. The Ad Hoc has discussed prioritizing recommendations that increase safety and preparedness for the next pandemic (e.g. technology improvements that facilitate touchless operations, remote participation, and dissemination of information to the community), enhance outdoor spaces, and stabilize the City’s finances by reimbursing for eligible costs, among other priorities.

Although there are general guidelines and reporting instructions, final regulations are still being drafted by the Department of the Treasury (See Attachment “B” for general guidelines). Consequently, there are still many questions about program/project eligibility and reporting requirements. There are a few expenditures that are clearly eligible, including supporting urgent COVID-19 response efforts and replacing lost public sector revenue. Therefore, the Ad Hoc Committee recommends appropriating \$250,000 toward the City’s COVID-19 response effort as follows:

Description	Amount
FY 2020-2021 COVID-19 Response Expenses: <ul style="list-style-type: none"> • Includes additional cleaning, portable restrooms, PPE, and other COVID related expenses not reimbursed through the CARES Act. 	\$112,878
FY 2021-2022 COVID-19 Response Expenses: <ul style="list-style-type: none"> • Includes additional cleaning, portable restrooms, PPE, necessary technology improvements and capital purchases in the current fiscal year. 	\$137,122
TOTAL	\$250,000

Consideration to Accept the America Rescue Plan Act Funds and Adopt a Resolution Appropriating a Portion of the Funds

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Additionally, staff recommends City Council authorization to engage a professional services firm to assist with administration of the ARPA funds and provide the City with guidance as it relates to project/program eligibility. Services that may be provided through a professional service agreement include, but are not limited to:

- Assisting the City in calculating revenue loss per ARPA requirements.
- Assisting the City in developing a Recovery Strategy using ARPA funds to ensure a robust recovery from COVID-19.
- Evaluating proposed ARPA expenditures to ensure that they are appropriate and consistent with ARPA rules and guidelines and providing accurate determinations of ARPA eligibility per U.S. Treasury rules.
- Participating in community engagement related to ARPA, including community surveys and town hall meetings to receive feedback on needs from businesses and residents.
- Assisting staff in establishing appropriate procedures for using, tracking, coding and reporting ARPA expenditures to the Federal Government and assist with preparation for an audit or ARPA compliance reports during the ARPA timeframe.

It would be appropriate to use ARPA funds to pay for these Professional Administration Services.

BUDGET IMPACT:

Acceptance of the CARES Act funds and using them to reimburse the General Fund for COVID-19 related personnel and equipment expenses will help to offset the cost of the City's response efforts. During the FY 2020-2021 Budget process, staff estimated a General Fund budget deficit of approximately \$802,000. The additional funds of \$311,234 will assist the City with recuperating some of the costs associated with COVID-19.

CONCLUSION:

Staff recommends City Council accept ARPA funds, appropriate \$250,000 toward COVID-19 response expenditures, and authorize staff to engage a professional services firm to assist with the administration of the ARPA program.

ATTACHMENTS:

- A. Resolution No. 8097
- B. ARPA Quick Reference Guide

RESOLUTION NO. 8097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-22 ADOPTED ON JUNE 21, 2021

WHEREAS, the City of 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 the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, a copy of which is on file in the City Clerk’s Office, has been 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:

American Rescue Plan Act Fund:

Fund 121-190-3689-XXXX:
Increase in Expenditures: \$ 250,000

Fund 121-3668-3689:
Increase in Revenues: \$ 2,909,170

SECTION 2. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 7th day of September 2021.

Sylvia Ballin, Mayor

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8097 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 7th day of September, 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 September, 2021.

Julia Fritz, City Clerk



U.S. DEPARTMENT OF THE TREASURY



Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

Eligible Jurisdictions & Allocations

Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

Indirect Recipients

- Non-entitlement units (\$19.5 billion)



Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



For More Information: Please visit www.treasury.gov/SLFRP
For Media Inquiries: Please contact the U.S. Treasury Press Office at (202) 622-2960
For General Inquiries: Please email SLFRP@treasury.gov for additional information



Example Uses of Funds

Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages

Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: September 7, 2021

Subject: Consideration to Determine a City Position on the 2021 League of California Cities Proposed Resolutions

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss the resolutions to be presented at the 2021 League of California Cities (“League”) General Assembly Meeting; and
- b. Provide direction to the Voting Delegate regarding the City’s position on the resolutions.

BACKGROUND:

1. The 2021 League of California Cities Annual Conference is scheduled to be held in Sacramento, California at the SAFE Credit Union Convention Center on September 22 - 24, 2021. An important part of the Annual Conference is the General Assembly, where the League membership considers and takes action on resolutions that establish League policy. (NOTE: The League and conference partners have stated their commitment to monitoring the latest health and safety standards to keep all participants healthy, safe, and comfortable during the in person Annual Conference.)
2. On August 2, 2021, the City Council designated Vice Mayor Mary Mendoza as the Voting Delegate for the League’s General Assembly meeting on Friday, September 24, 2021. An Alternate Delegate was not appointed.
3. On August 6, 2021, staff received the 2021 Annual Conference Resolution Packet (Attachment “A”) to be considered during the business meeting at the Annual Conference. Resolutions submitted to the General Assembly must be concurred by five cities or by city officials from at least five or more cities.

Consideration to Determine a City Position on the 2021 League of California Cities Proposed Resolutions

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ANALYSIS:

The League encourages each city council to consider the proposed resolutions and provide direction to the voting delegate regarding the city's position on the proposed resolutions. There are two resolutions that will be considered during the League's General Assembly meeting:

Resolution No. 1

A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES ("CAL CITIES") CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

Summary:

Sales tax is a major revenue source for most California cities. Commonly known as the local 1 % Bradley-Burns tax, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction's boundaries. Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules.

The League calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1 % local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities, but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Resolution No. 2

A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE NECESSARY FUNDING FOR CPUC TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QAULITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUTT THE RAILROAD RIGHT OF-WAY

Summary:

The State of California has over 6,000 miles of rail lines, with a significant portion of those rail lines running through communities that are either economically disadvantaged and/or

Consideration to Determine a City Position on the 2021 League of California Cities Proposed Resolutions

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disadvantaged communities of color. While the Federal Railroad Administration (FRA) has primary oversight of rail operations, they delegate that obligation to the State of California for lines within our State, which falls under the jurisdiction of the California Public Utilities Commission (CPUC). The CPUC has only 41 inspectors covering those 6,000 miles of railroad lines. Their primary task is ensuring equipment, bridges and rail lines are operationally safe.

The right-of-way areas along the rail lines are becoming increasingly used for illegal dumping, graffiti and homeless encampments. Rail operators have contended that they have insufficient funds set aside to clean up or sufficiently police these right-of-way areas, despite reporting a net income of over \$13 billion in 2020. CPUC budget does not provide the resources to oversee whether rail operators are properly managing the right-of-way themselves.

The League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

BUDGET IMPACT:

There is no fiscal impact associated with taking a position on the resolutions. However, a future costs may need to be determined based on City Council direction.

CONCLUSION:

Staff recommends that the City Council discuss the proposed resolutions and provide direction to the Voting Delegate regarding the City's position on the resolutions.

ATTACHMENT:

- A. 2021 League Annual Conference Resolutions Packet



*Annual Conference
Resolutions Packet*

2021 Annual Conference Resolutions



September 22 - 24, 2021

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League of California Cities (Cal Cities) bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to Cal Cities policy committees.

POLICY COMMITTEES: Three policy committees will meet virtually one week prior to the Annual Conference to consider and take action on the resolutions. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 23, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of Cal Cities regional divisions, functional departments, and standing policy committees, as well as other individuals appointed by the Cal Cities president. Please check in at the registration desk for room location.

CLOSING LUNCHEON AND GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, September 24, at the SAFE Credit Union Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a petition resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Closing Luncheon & General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 23. Resolutions can be viewed on Cal Cities Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond mdesmond@calcities.org.

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within Cal Cities. The principal means for deciding policy on the important issues facing cities is through Cal Cities seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop Cal Cities policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing Cal Cities policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for Cal Cities policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- A Approve
- D Disapprove
- N No Action
- R Refer to appropriate policy committee for study
- a Amend+
- Aa Approve as amended+
- Aaa Approve with additional amendment(s)+
- Ra Refer as amended to appropriate policy committee for study+
- Raa Additional amendments and refer+
- Da Amend (for clarity or brevity) and Disapprove+
- Na Amend (for clarity or brevity) and take No Action+
- W Withdrawn by Sponsor

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the Cal Cities Bylaws.

1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES (“CAL CITIES”) CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

Source: City of Rancho Cucamonga

Concurrence of five or more cities/city officials:

Cities: Town of Apple Valley; City of El Cerrito; City of La Canada Flintridge; City of La Verne; City of Lakewood; City of Moorpark; City of Placentia; City of Sacramento

Referred to: Revenue and Taxation Policy Committee

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of “siting” the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines “out-of-state” online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale (“situs”) as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state’s largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being entirely allocated to the specific city where the warehouse fulfillment center is located as opposed to going into a countywide pool that is shared with all jurisdictions in that County, as was done previously; and

WHEREAS, this all-or-nothing change for the allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue from the retailer that was once spread amongst all cities in countywide pools is now concentrated in select cities that host a fulfillment center; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting a 1 million square foot fulfillment center, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their RHNA obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering product from that center now receive no revenue from the center's sales activity despite also experiencing the impacts created by the center, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Background Information to Resolution

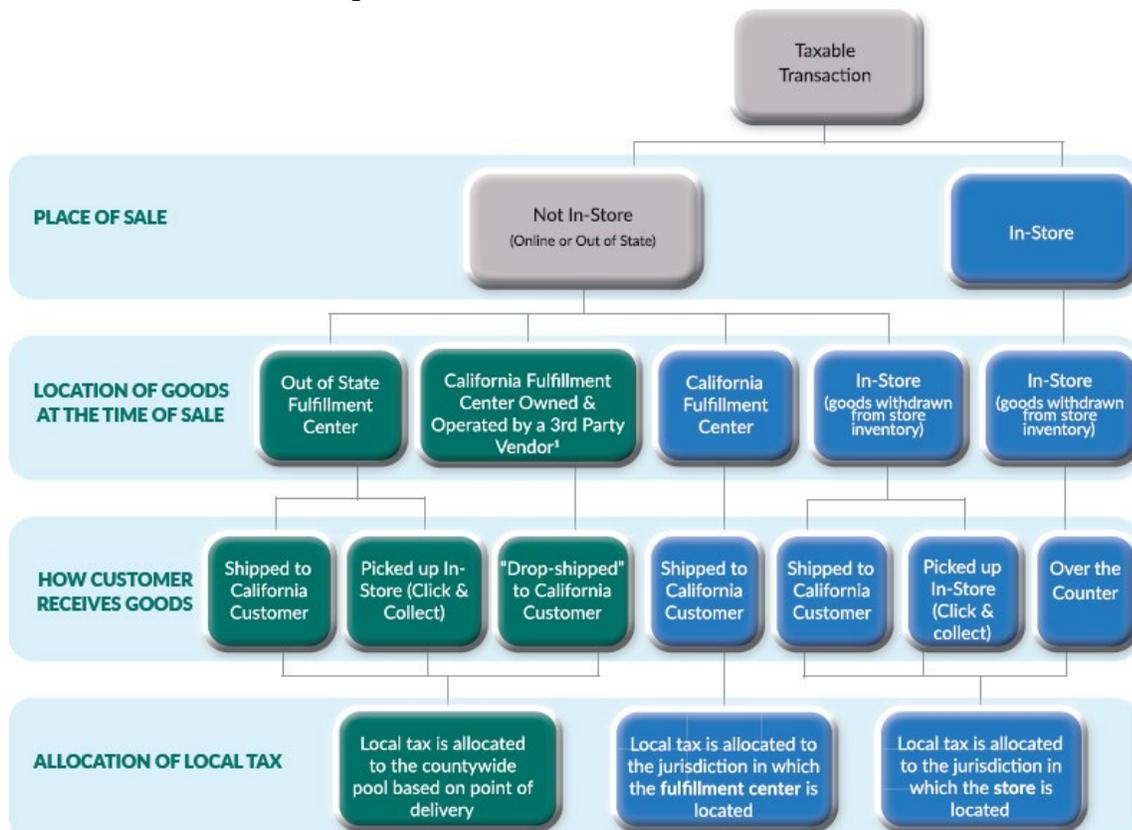
Source: City of Rancho Cucamonga

Background:

Sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950's, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction's boundaries.

Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances. The California Department of Tax and Fee Administration (CDTFA) is responsible for administering this system and issuing rules regarding how it is applied in our state.

The following chart created by HdL Companies, the leading provider of California sales tax consulting, illustrates the complex structure of how sales and use tax allocation is done in California, depending on where the transaction starts, where the goods are located, and how the customer receives the goods:



¹ In this scenario the retailer does not own a stock of goods in California and sales orders are negotiated/processed out of state. An out of state company is not required to hold a seller's permit for an in-state third party warehouse if they do not own a stock of goods at the time of sale.

With the exponential growth of online sales and the corresponding lack of growth, and even decline, of shopping at brick and mortar locations, cities are seeing much of their sales tax

growth coming from the countywide sales tax pools, since much of the sales tax is now funneled to the pools.

Recently, one of the world's largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated. Following the chart above, previously much of the sales tax would have followed the green boxes on the chart and been allocated to the countywide pool based on point of delivery. Now, much of the tax is following the blue path through the chart and is allocated to the jurisdiction in which the fulfillment center is located. (It should be noted that some of the tax is still flowing to the pools, in those situations where the fulfillment center is shipping goods for another seller that is out of state.)

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer's fulfillment centers.

This has brought to light again the need to address the issues in how sales and use taxes are distributed in the 21st century. Many, if not most cities will never have the opportunity have a warehouse fulfillment center due to lack of space or not being situated along a major travel corridor. These policies especially favor retailers who may leverage current policy in order to negotiate favorable sales tax sharing agreements, providing more money back to the retailer at the expense of funding critical public services.

With that stated, it is important to note the many impacts to the jurisdictions home to the fulfillment centers. These centers do support the ecommerce most of us as individuals have come to rely on, including heavy wear and tear on streets – one truck is equal to about 8,000 cars when it comes to impact on pavement – and increased air pollution due to the truck traffic and idling diesel engines dropping off large loads. However, it is equally important that State policies acknowledge that entities without fulfillment centers also experience impacts from ecommerce and increased deliveries. Cities whose residents are ordering products that are delivered to their doorstep also experience impacts from traffic, air quality and compromised safety, as well as the negative impact on brick-and-mortar businesses struggling to compete with the sharp increase in online shopping. These cities are rightfully entitled to compensation in an equitable share of sales and use tax. We do not believe that online sales tax distribution between fulfillment center cities and other cities should be an all or nothing endeavor, and not necessarily a fifty-fifty split, either. But we need to find an equitable split that balances the impacts to each jurisdiction involved in the distribution of products purchased online.

Over the years, Cal Cities has had numerous discussions about the issues surrounding sales tax in the modern era, and how state law and policy should be revisited to address these issues. It is a heavy lift, as all of our cities are impacted a bit differently, making consensus difficult. We believe that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.

It is for these reasons, that we should all aspire to develop an equitable sales tax distribution for online sales.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Nicholas Romo, Legislative Affairs, Lobbyist

Committee: Revenue and Taxation

Summary:

This Resolution calls on the League of California Cities (Cal Cities) to request the Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Background:

The City of Rancho Cucamonga is sponsoring this resolution to “*address the issues in how sales and use taxes are distributed in the 21st century.*”

The City notes that “*sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950’s, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction’s boundaries. Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances.*”

Recently, one of the world’s largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated.

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer’s fulfillment centers.”

The City’s resolution calls for action on an unspecified solution that “*rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction,*” which aims to acknowledge the actions taken by cities to alleviate poverty, catalyze economic development, and improve financial stability within their communities through existing tax sharing and zoning powers.

Ultimately, sponsoring cities believe *“that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.”*

Sales and Use Tax in California

The Bradley-Burns Uniform Sales Tax Act allows all local agencies to apply its own sales and use tax on the same base of tangible personal property (taxable goods). This tax rate currently is fixed at 1.25% of the sales price of taxable goods sold at retail locations in a local jurisdiction, or purchased outside the jurisdiction for use within the jurisdiction. Cities and counties use this 1% of the tax to support general operations, while the remaining 0.25% is used for county transportation purposes.

In California, all cities and counties impose Bradley-Burns sales taxes. California imposes the sales tax on every retailer engaged in business in this state that sells taxable goods. The law requires businesses to collect the appropriate tax from the purchaser and remit the amount to the California Department of Tax and Fee Administration (CDTFA). Sales tax applies whenever a retail sale is made, which is basically any sale other than one for resale in the regular course of business. Unless the person pays the sales tax to the retailer, they are liable for the use tax, which is imposed on any person consuming taxable goods in the state. The use tax rate is the same rate as the sales tax rate.

Generally, CDTFA distributes Bradley-Burns tax revenue based on where a sale took place, known as a *situs-based system*. A retailer’s physical place of business—such as a retail store or restaurant—is generally the place of sale. “Sourcing” is the term used by tax practitioners to describe the rules used to determine the place of sale, and therefore, which tax rates are applied to a given purchase and which jurisdictions are entitled to the local and district taxes generated from a particular transaction.

California is primarily an origin-based sourcing state – meaning tax revenues go to the jurisdiction in which a transaction physically occurs if that can be determined. However, California also uses a form of destination sourcing for the local use tax and for district taxes (also known as “transactions and use taxes” or “add-on sale and use taxes”). That is, for cities with local add-on taxes, they receive their add-on rate amount from remote and online transactions.

Generally, allocations are based on the following rules:

- The sale is sourced to the place of business of the seller - whether the product is received by the purchaser at the seller’s business location or not.
- If the retailer maintains inventory in California and has no other in state location, the source is the jurisdiction where the warehouse is situated. *This resolution is concerned with the growing amount of online retail activity being sourced to cities with warehouse/fulfillment center locations.*
- If the business’ sales office is located in California but the merchandise is shipped from out of state, the tax from transactions under \$500,000 is allocated

via the county pools. The tax from transactions over \$500,000 is allocated to the jurisdiction where the merchandise is delivered.

- When a sale cannot be identified with a permanent place of business in the state, the sale is sourced to the allocation pool of the county where the merchandise was delivered and then distributed among all jurisdictions in that county in proportion to ratio of sales. *For many large online retailers, this has been the traditional path.*

Online Sales and Countywide Pools

While the growth of e-commerce has been occurring for more than two decades, led by some of the largest and most popular retailers in the world, the dramatic increase in online shopping during the COVID-19 pandemic has provided significant revenue to California cities as well as a clearer picture on which governments enjoy even greater benefits.

In the backdrop of booming internet sales has been the steady decline of brick-and-mortar retail and shopping malls. For cities with heavy reliance on in-person retail shopping, the value of the current allocation system has been diminished as their residents prefer to shop online or are incentivized to do so by retailers (during the COVID-19 pandemic, consumers have had no other option but to shop online for certain goods). All the while, the demands and costs of city services continue to grow for cities across the state.

As noted above, the allocation of sales tax revenue to local governments depends on the location of the transaction (or where the location is ultimately determined). For in-person retail, the sales tax goes to the city in which the product and store are located - a customer purchasing at a register. For online sales, the Bradley Burns sales tax generally goes to a location other than the one where the customer lives – either to the city or county where an in-state warehouse or fulfillment center is located, the location of in-state sales office (ex. headquarters) or shared as use tax proceeds amongst all local governments within a county based on their proportionate share of taxable sales.

Under current CDTFA regulations, a substantial portion of local use tax collections are allocated through a countywide pool to the local jurisdictions in the county where the property is put to its first functional use. The state and county pools constitute over 15% of local sales and use tax revenues. Under the pool system, the tax is reported by the taxpayer to the countywide pool of use and then distributed to each jurisdiction in that county on a pro-rata share of taxable sales. If the county of use cannot be identified, the revenues are distributed to the state pool for pro-rata distribution on a statewide basis.

Concentration of Online Sales Tax Revenue and Modernization

Sales tax modernization has been a policy goal of federal, state, and local government leaders for decades to meet the rapidly changing landscape of commercial activity and ensure that all communities can sustainably provide critical services.

For as long as remote and internet shopping has existed, policy makers have been concerned about their potential to disrupt sales and use tax allocation procedures that underpin the funding of local government services. The system was designed in the early twentieth century to ensure that customers were paying sales taxes to support local government services within the community where the transactions occurred whether they resided there or not. This structure provides benefit to and recoument for the public resources necessary to ensure the health and safety of the community broadly.

City leaders have for as long been concerned about the loosening of the nexus between what their residents purchase and the revenues they receive. Growing online shopping, under existing sourcing rules, has led to a growing concentration of sales tax revenue being distributed to a smaller number of cities and counties. As more medium and large online retailers take title to fulfillment centers or determine specific sales locations in California as a result of tax sharing agreements in specific cities, online sales tax revenue will be ever more concentrated in a few cities at the control of these companies. Furthermore, local governments are already experiencing the declining power of the sales tax to support services as more money is being spent on non-taxable goods and services.

For more on sales and use tax sourcing please see Attachment A.

State Auditor Recommendations

In 2017, the California State Auditor issued a report titled, "[The Bradley-Burns Tax and Local Transportation Funds](#)", noting that:

"Retailers generally allocate Bradley Burns tax revenue based on the place of sale, which they identify according to their business structure. However, retailers that make sales over the Internet may allocate sales to various locations, including their warehouses, distribution center, or sales offices. This approach tends to concentrate Bradley Burns tax revenue into the warehouses' or sales offices' respective jurisdictions. Consequently, counties with a relatively large amount of industrial space may receive disproportionately larger amounts of Bradley Burns tax, and therefore Local Transportation Fund, revenue.

The State could make its distribution of Bradley Burns tax revenue derived from online sales more equitable if it based allocations of the tax on the destinations to which goods are shipped rather than on place of sale."

The Auditor's report makes the following recommendation:

"To ensure that Bradley-Burns tax revenue is more evenly distributed, the Legislature should amend the Bradley-Burns tax law to allocate revenues from Internet sales based on the destination of sold goods rather than their place of sale."

In acknowledgement of the growing attention from outside groups on this issue, Cal Cities has been engaged in its own study and convening of city officials to ensure pursued solutions account for the circumstances of all cities and local control is best protected. These efforts are explored in subsequent sections.

Cal Cities Revenue and Taxation Committee and City Manager Working Group

In 2015 and 2016, Cal Cities' Revenue and Taxation Policy Committee held extensive discussions on potential modernization of tax policy affecting cities, with a special emphasis on the sales tax. The issues had been identified by Cal Cities leadership as a strategic priority given concerns in the membership about the eroding sales tax base and the desire for Cal Cities to take a leadership role in addressing the associated issues. The policy committee ultimately adopted a series of policies that were approved by the Cal Cities board of directors. Among its changes were a recommended change to existing sales tax sourcing (determining where a sale occurs) rules, so that the point of sale (situs) is where the customer receives the product. The policy also clarifies that specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood. See "Existing Cal Cities Policy" section below.

Cal Cities City Manager Sales Tax Working Group Recommendations

In the Fall of 2017, the Cal Cities City Managers Department convened a working group (Group) of city managers representing a diverse array of cities to review and consider options for addressing issues affecting the local sales tax.

The working group of city managers helped Cal Cities identify internal common ground on rapidly evolving e-commerce trends and their effects on the allocation of local sales and use tax revenue. After meeting extensively throughout 2018, the Group made several recommendations that were endorsed unanimously by Cal Cities' Revenue and Taxation Committee at its January, 2019 meeting and by the board of directors at its subsequent meeting.

The Group recommended the following actions in response to the evolving issues associated with e-commerce and sales and use tax:

Further Limiting Rebate Agreements: The consensus of the Group was that:

- Sales tax rebate agreements involving online retailers should be prohibited *going forward*. They are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one.
- Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited *going forward*. Existing law already prohibits such agreements for auto dealers and big box stores.

Shift Use Tax from Online Sales, including from the South Dakota v. Wayfair Decision

Out of County Pools: The Group's recommendation is based first on the principle of "situs" and that revenue should be allocated to the jurisdiction where the use occurs. Each city and county in California imposed a Bradley Burns sales and use tax rate

under state law in the 1950s. The use tax on a transaction is the rate imposed where the purchaser resides (the destination). These use tax dollars, including new revenue from the South Dakota v. Wayfair decision, should be allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

- Shift of these revenues, from purchases from out of state retailers including transactions captured by the South Dakota v. Wayfair decision, out of county pools to full destination allocation on and after January 1, 2020.
- Allow more direct reporting of use taxes related to construction projects to jurisdiction where the construction activity is located by reducing existing regulatory threshold from \$5 million to \$100,000.

Request/Require CDTFA Analysis on Impacts of Sales Tax Destination Shifts: After discussion of numerous phase-in options for destination sourcing and allocation for sales taxes, the Group ultimately decided that a more complete analysis was needed to sufficiently determine impacts. Since the two companies most cities rely on for sales tax analysis, HdL and MuniServices, were constrained to modeling with transaction and use tax (district tax) data, concerns centered on the problem of making decisions without adequate information. Since the CDTFA administers the allocation of local sales and use taxes, it is in the best position to produce an analysis that examines:

- The impacts on individual agencies of a change in sourcing rules. This would likely be accomplished by developing a model to examine 100% destination sourcing with a report to the Legislature in early 2020.
- The model should also attempt to distinguish between business-to-consumer transactions versus business-to-business transactions.
- The model should analyze the current number and financial effects of city and county sales tax rebate agreements with online retailers and how destination sourcing might affect revenues under these agreements.

Conditions for considering a Constitutional Amendment that moves toward destination allocation: Absent better data on the impacts on individual agencies associated with a shift to destination allocation of sales taxes from CDTFA, the Group declined to prescribe if/how a transition to destination would be accomplished; the sentiment was that the issue was better revisited once better data was available. In anticipation that the data would reveal significant negative impacts on some agencies, the Group desired that any such shift should be accompanied by legislation broadening of the base of sales taxes, including as supported by existing Cal Cities policy including:

- Broadening the tax base on goods, which includes reviewing existing exemptions on certain goods and expanding to digital forms of goods that are otherwise taxed; and
- Expanding the sales tax base to services, such as those commonly taxed in other states.

This Resolution builds upon previous work that accounts for the impacts that distribution networks have on host cities and further calls on the organization to advocate for changes to sales tax distribution rules.

The Resolution places further demands on data collected by CDTFA to establish a “fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases.” Such data is proposed to be collected by [SB 792 \(Glazer, 2021\)](#). More discussion on this topic can be found in the “Staff Comments” section.

Staff Comments:

Proposed Resolution Affixes Equity Based, Data Driven Approach to Existing Cal Cities Policy on Sales Tax Sourcing

The actions resulting from this resolution, if approved, would align with existing policy and efforts to-date to modernize sales tax rules. While not formalized in existing Cal Cities policy or recommendations, city managers and tax practitioners generally have favored proposals that establish a sharing of online sales tax revenues rather than a full destination shift. City leaders and practitioners across the state have acknowledged during Cal Cities Revenue and Taxation and City Manager’s working group meetings that the hosting of fulfillment centers and ancillary infrastructure pose major burdens on local communities including detrimental health and safety impacts. This acknowledgement has moved mainstream proposals such as this one away from full revenue shifts towards an equity-based, data driven approach that favors revenue sharing. This Resolution would concretely affix this approach as Cal Cities policy.

More Data is Needed to Achieve Equity Based Approach

A major challenge is the lack of adequate data to model the results of shifting in-state online sale tax revenues. Local government tax consultants and state departments have limited data to model the effects of changes to sales tax distribution because their information is derived only from cities that have a local transactions and use tax (TUT). Tax experts are able to model proposed tax shifts using TUTs since they are allocated on a destination basis (where a purchaser receives the product; usually a home or business). However, more than half of all cities, including some larger cities, do not have a local TUT therefore modeling is constrained and incomplete.

Efforts to collect relevant sales tax information on the destination of products purchased online are ongoing. The most recent effort is encapsulated in [SB 792 \(Glazer, 2021\)](#), which would require retailers with online sales exceeding \$50 million a year to report to CDTFA the gross receipts from online sales that resulted in a product being shipped or delivered in each city. The availability of this data would allow for a much more complete understanding of online consumer behavior and the impacts of future proposed changes to distribution. SB 792 (Glazer) is supported by Cal Cities following approval by the Revenue and Taxation Committee and board of directors.

Impact of Goods Movement Must Be Considered

As noted above, city leaders and practitioners across the state acknowledge that the hosting of fulfillment centers and goods movement infrastructure pose major burdens on local communities including detrimental health, safety, and infrastructure impacts. Not least of which is the issue of air pollution from diesel exhaust. According to California Environmental Protection Agency (Cal EPA):

“Children and those with existing respiratory disease, particularly asthma, appear to be especially susceptible to the harmful effects of exposure to airborne PM from diesel exhaust, resulting in increased asthma symptoms and attacks along with decreases in lung function (McCreanor et al., 2007; Wargo, 2002). People that live or work near heavily-traveled roadways, ports, railyards, bus yards, or trucking distribution centers may experience a high level of exposure (US EPA, 2002; Krivoshto et al., 2008). People that spend a significant amount of time near heavily-traveled roadways may also experience a high level of exposure. Studies of both men and women demonstrate cardiovascular effects of diesel PM exposure, including coronary vasoconstriction and premature death from cardiovascular disease (Krivoshto et al., 2008). A recent study of diesel exhaust inhalation by healthy non-smoking adults found an increase in blood pressure and other potential triggers of heart attack and stroke (Krishnan et al., 2013) Exposure to diesel PM, especially following periods of severe air pollution, can lead to increased hospital visits and admissions due to worsening asthma and emphysema-related symptoms (Krivoshto et al., 2008). Diesel exposure may also lead to reduced lung function in children living in close proximity to roadways (Brunekreef et al., 1997).”

The founded health impacts of the ubiquitous presence of medium and heavy-duty diesel trucks used to transport goods to and from fulfillment centers and warehouses require host cities to meet increased needs of their residents including the building and maintenance of buffer zones, parks, and open space. While pollution impacts may decline with the introduction of zero-emission vehicles, wide scale adoption by large distribution fleets is still in its infancy. Furthermore, the impacts of heavy road use necessitate increased spending on local streets and roads upgrades and maintenance. In addition, many cities have utilized the siting of warehouses, fulfillment centers, and other heavy industrial uses for goods movements as key components of local revenue generation and economic development strategies. These communities have also foregone other land uses in favor of siting sales offices and fulfillment networks.

All said, however, it is important to acknowledge that disadvantaged communities (DACs) whether measured along poverty, health, environmental or education indices exist in cities across the state. For one example, see: [California Office of Environmental Health Hazard Assessment \(OEHHA\) CalEnviroScreen](#). City officials may consider how cities without fulfillment and warehouse center revenues are to fund efforts to combat social and economic issues, particularly in areas with low property tax and tourism-based revenues.

The Resolution aims to acknowledge these impacts broadly (this analysis does not provide an exhaustive review of related impacts) and requests Cal Cities to account for them in a revised distribution formula of the Bradley Burns 1% local sales tax from in-state online purchases. The Resolution does not prescribe the proportions.

Clarifying Amendments

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. *To review the proposed changes, please see Attachment B.*

Fiscal Impact:

Significant but unknown. The Resolution on its own does not shift sales tax revenues. In anticipation and mitigation of impacts, the Resolution requests Cal Cities to utilize online sales tax data to identify a fair and equitable distribution formula that accounts for the broad impacts fulfillment centers involved in online retail have on the cities that host them. The Resolution does not prescribe the revenue distribution split nor does it prescribe the impacts, positive and negative, of distribution networks.

Existing Cal Cities Policy:

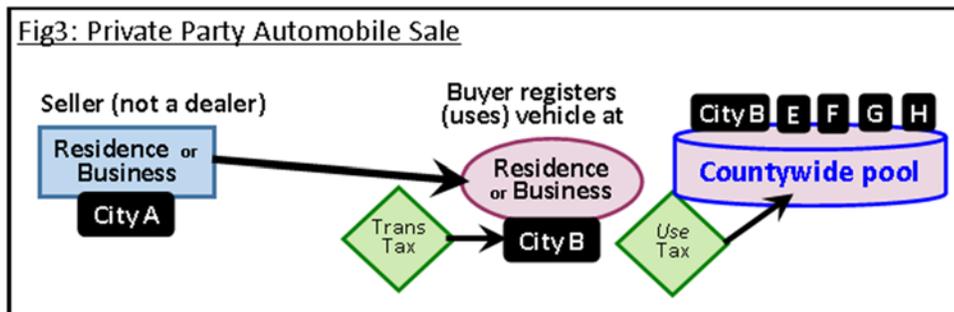
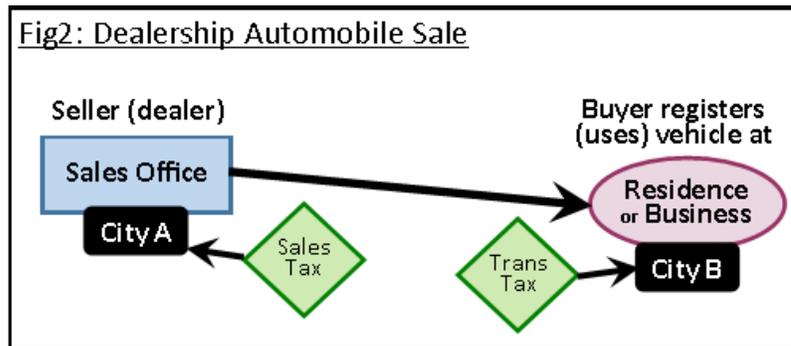
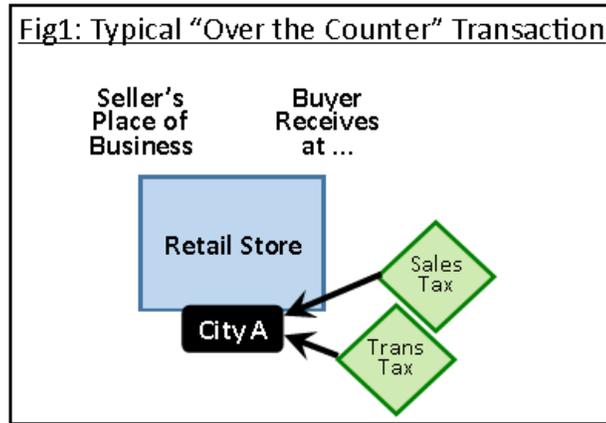
- Tax proceeds collected from internet sales should be allocated to the location where the product is received by the purchaser.
- Support as Cal Cities policy that point of sale (situs) is where the customer receives the product. Specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood.
- Revenue from new regional or state taxes or from increased sales tax rates should be distributed in a way that reduces competition for situs-based revenue. (Revenue from the existing sales tax rate and base, including future growth from increased sales or the opening of new retail centers, should continue to be returned to the point of sale.)
- The existing situs-based sales tax under the Bradley Burns 1% baseline should be preserved and protected.
- Restrictions should be implemented and enforced to prohibit the enactment of agreements designed to circumvent the principle of situs-based sales and redirect or divert sales tax revenues from other communities, when the physical location of the affected businesses does not change. Sales tax rebate agreements involving online retailers are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one. Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited going forward.
- Support Cal Cities working with the state California Department of Tax and Fee Administration (CDTFA) to update the county pool allocation process to ensure that more revenues are allocated to the jurisdiction where the purchase or first use of a product occurs (usually where the product is delivered). Use Tax collections from online sales, including from the South Dakota v Wayfair Decision, should be shifted out of county pools and allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

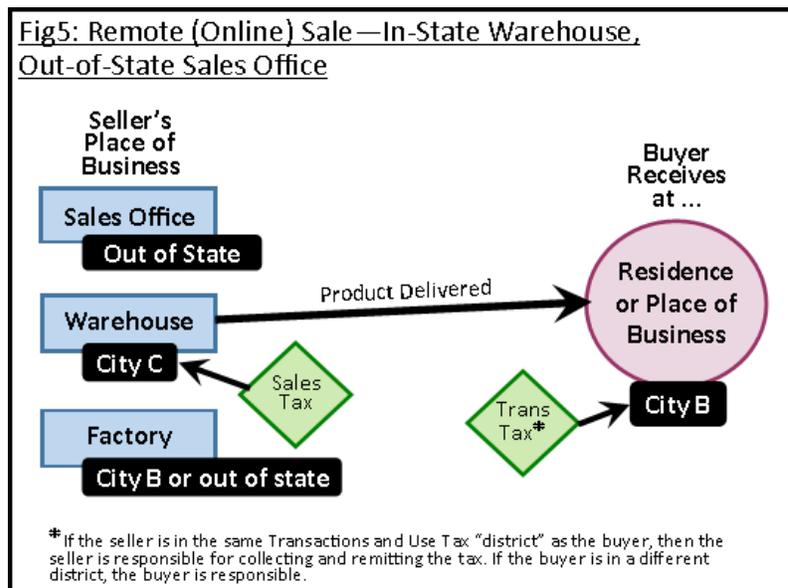
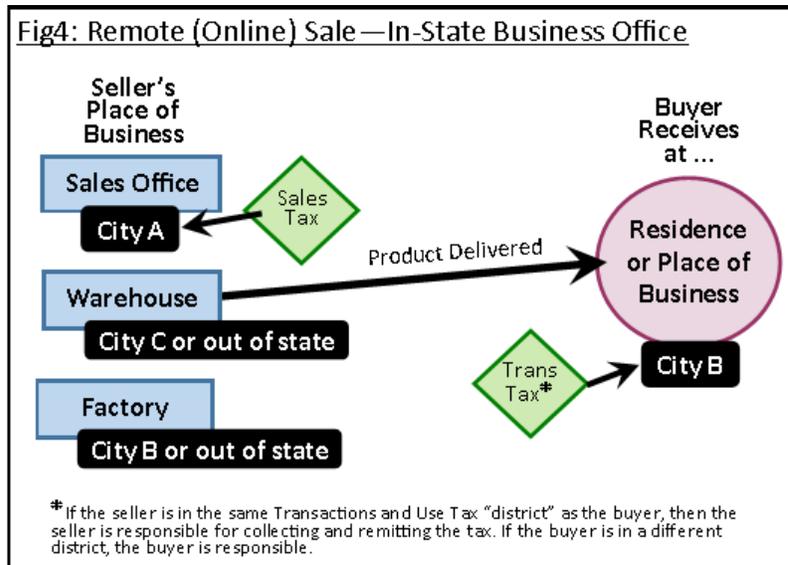
Support:

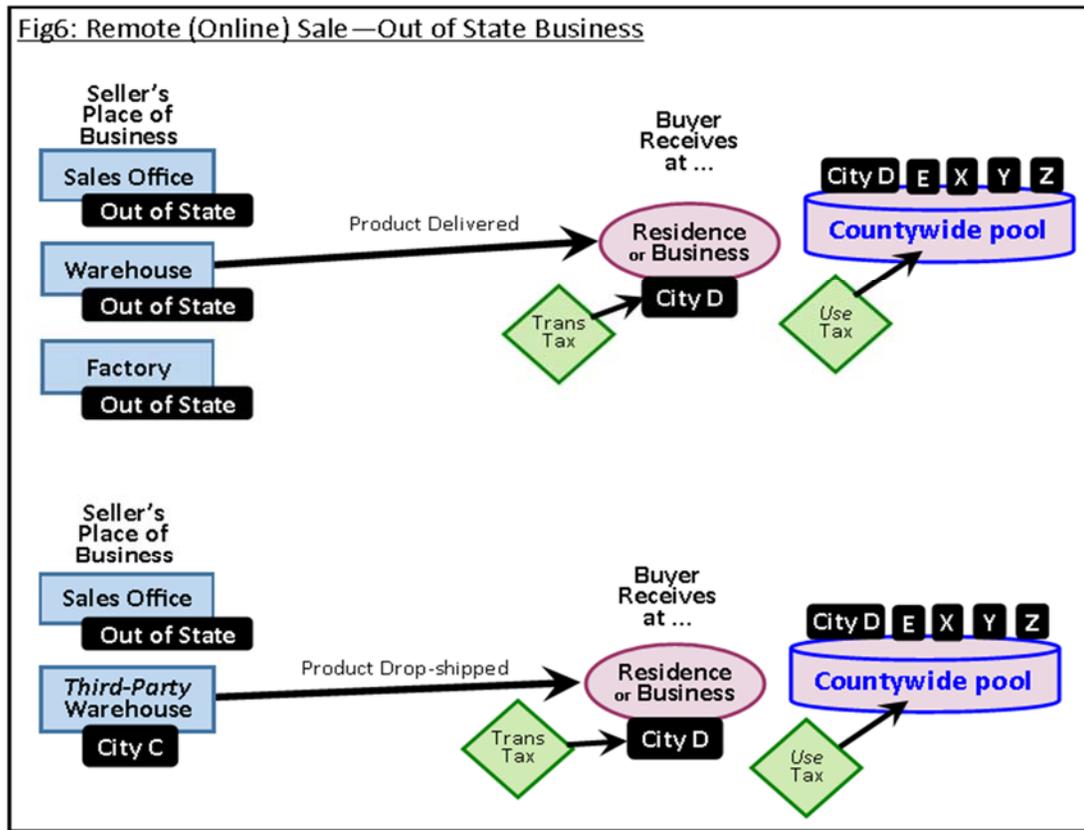
The following letters of concurrence were received:

- Town of Apple Valley
- City of El Cerrito
- City of La Canada Flintridge
- City of La Verne
- City of Lakewood

City of Moorpark
City of Placentia
City of Sacramento







GUIDELINES FOR ALLOCATION OF LOCAL TAX - ONLINE AND IN-STORE			
Place of Sale	Location of Goods at the Time of Sale	How Customer Receives Goods	Allocation of Tax
Online – Order is placed or downloaded outside California	California Fulfillment Center	Shipped to California Customer	Local tax is allocated to the jurisdiction in which the fulfillment center is located
Online – Order is placed or downloaded in California	California Fulfillment Center	Shipped to California Customer	Per CDTFA Regulation 1802, local tax is allocated to the jurisdiction where the order is placed
Online	Out of State Fulfillment Center	Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	Out of State Fulfillment Center	Picked Up In-Store (Click & Collect)	Local tax is allocated to the countywide pool based on point of delivery
Online	California Fulfillment Center Owned and Operated by Third Party Vendor	Drop-Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	In-Store (Goods withdrawn from store inventory)	Shipped to California Customer	Local Tax is allocated to the jurisdiction where the store is located
Online	In-Store (Goods withdrawn from store inventory)	Picked Up In-Store (Click & Collect)	Local Tax is allocated to the jurisdiction where the store is located
In-Store	In-Store (Goods withdrawn from store inventory)	Over the Counter	Local Tax is allocated to the jurisdiction where the store is located

Courtesy of HdL Companies

CaliforniaCityFinance.com

Tax Incentive Programs, Sales Tax Sharing Agreements

In recent years, especially since Proposition 13 in 1978, local discretionary (general purpose revenues) have become more scarce. At the same time, options and procedures for increasing revenues have become more limited. One outcome of this in many areas has been a greater competition for sales and use tax revenues. This has brought a rise in arrangements to encourage certain land use development with rebates and incentives which exploit California's odd origin sales tax sourcing rules.

The typical arrangement is a sales tax sharing agreement in which a city provides tax rebates to a company that agrees to expand their operations in the jurisdiction of the city. Under such an arrangement, the company generally agrees to make a specified amount of capital investment and create a specific number of jobs over a period of years in exchange for specified tax breaks, often property tax abatement or some sort of tax credit. In some cases, this has simply taken the form of a sales office, while customers and warehouses and the related economic activity are disbursed elsewhere in the state. In some cases the development takes the form of warehouses, in which the sales inventory, owned by the company, is housed.⁶

Current sales tax incentive agreements in California rebate amounts ranging from 50% to 85% of sales tax revenues back to the corporations.

Today, experts familiar with the industry believe that between 20% to 30% of local Bradley-Burns sales taxes paid by California consumers is diverted from local general funds back to corporations; over \$1 billion per year.

The Source of Origin Based Sourcing Problems

Where other than over-the-counter sales are concerned origin sourcing often causes a concentration of large amounts of tax revenue in one location, despite the fact that the economic activity and service impacts are also occurring in other locations.

The large amounts of revenue concentrated in a few locations by California's "warehouse rule" origin sourcing causes a concentration of revenue far in excess of the service costs associated with the development.

In order to lure jobs and tax revenues to their communities, some cities have entered into rebate agreements with corporations. This has grown to such a problem, that 20% to 30% of total local taxes paid statewide are being rebated back to corporations rather than funding public services.

Moving to Destination Sourcing: The Concept⁷

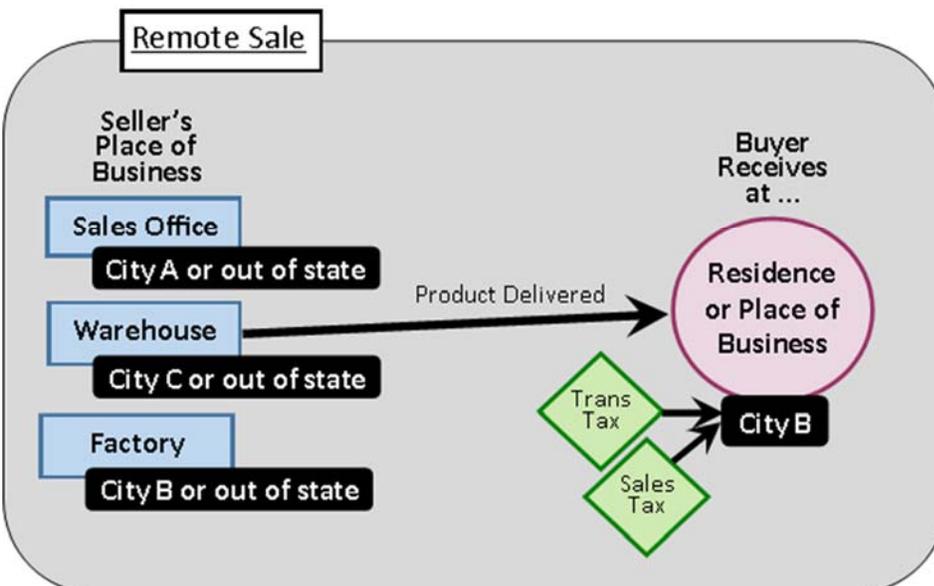
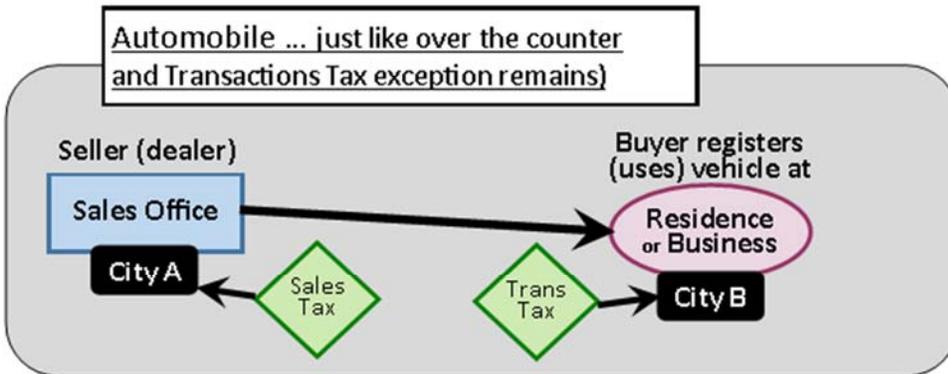
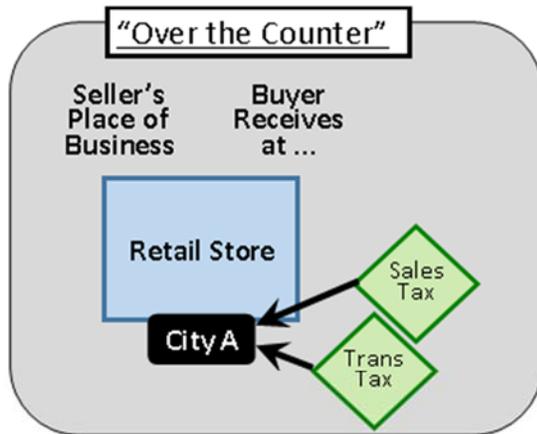
A change from origin sourcing rules to destination sourcing rules for the local tax component of California's sales tax would improve overall revenue collections and distribute these revenues more equitably among all of the areas involved in these transactions.

A change from origin based sourcing to destination based sourcing would have no effect on state tax collections. However, it would alter the allocations of local sales and use tax revenues among local agencies. Most retail transactions including dining, motor fuel purchases, and in-store purchases would not be affected. But in cases where the property is received by the purchaser in a different jurisdiction than where the sales agreement was negotiated, there would be a different allocation than under the current rules.

⁶ See Jennifer Carr, "Origin Sourcing and Tax Incentive Programs: An Unholy Alliance" Sales Tax Notes; May 27, 2013.

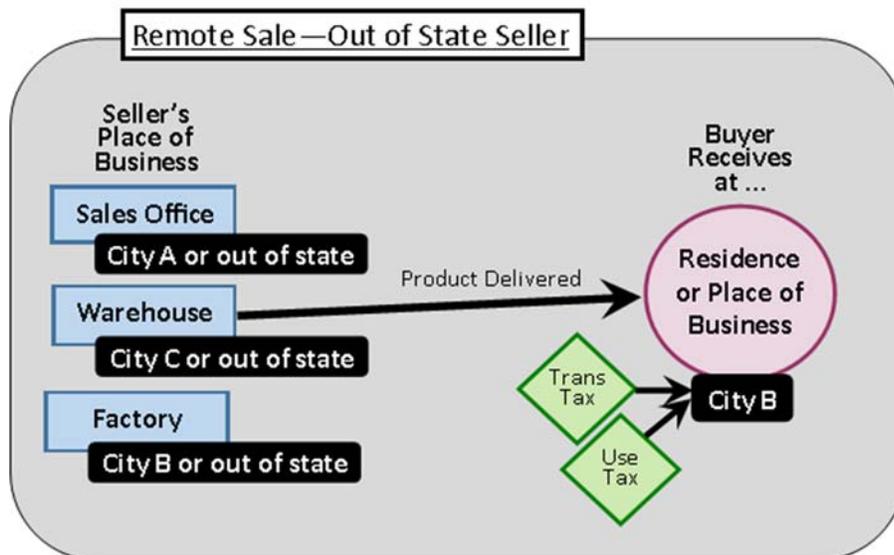
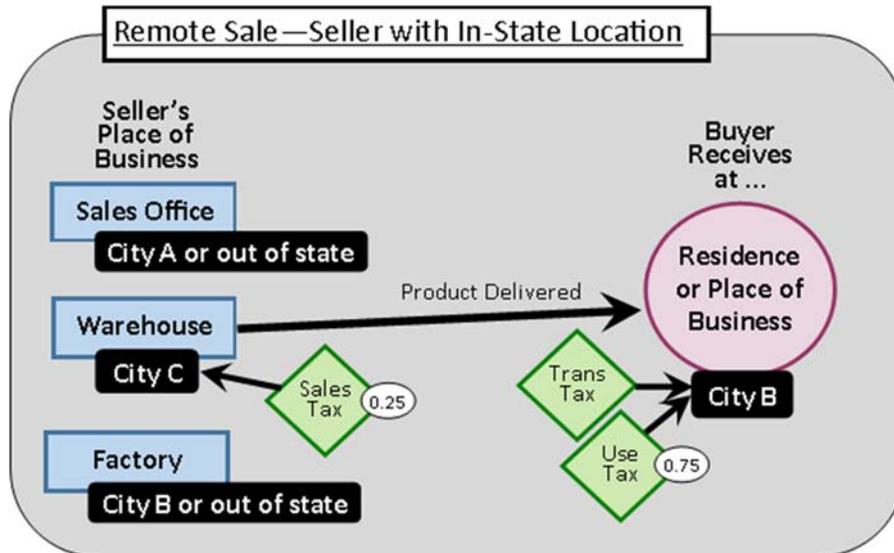
⁷ The same issues that are of concern regarding the local sales tax do not apply to California's Transactions and Use Taxes ("Add-on sales taxes") as these transactions, when not over the counter, are generally allocated to the location of use or, as in the case of vehicles, product registration. There is no need to alter the sourcing rules for transactions and use taxes.

Destination Sourcing Scenario 1: Full-On



Destination Sourcing Scenario 2: Split Source

- Same as now for “over the counter” and automobile.
- Leave 0.25% on current seller if instate (origin)
- Could be phased in.



mjgc

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES (“CAL CITIES”)
CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES
FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL
SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE
PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO
CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST
CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT
AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of “siting” the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines “out-of-state” online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale (“situs”) as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state’s largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being **entirely** allocated to **the specific city cities** where **the** warehouse fulfillment centers **is-are** located as opposed to going into **a** countywide pools that **is are** shared with all jurisdictions in **those counties that County**, as was done previously; and

WHEREAS, this all-or-nothing **change for the** allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue **from the retailer** that was once spread amongst all cities in countywide pools is now concentrated in select cities that host **a** fulfillment centers; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting **a 1 million square foot** fulfillment centers, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their **Regional Housing Needs Allocation (RHNA)** obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering products from those that centers now receive no Bradley Burns revenue ~~from the center's sales activity~~ despite also experiencing the impacts created by them center, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE NECESSARY FUNDING FOR CUPC TO FULFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ADJACENT TO THE RAILROAD RIGHT-OF-WAY.

Source: City of South Gate

Concurrence of five or more cities/city officials:

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the California Public Utilities Commission for operational safety and maintenance; and

WHEREAS, the California Public Utilities Commission (CPUC) is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the League Annual Conference on September 24, 2021, in Sacramento, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

Background Information to Resolution

Source: City of South Gate

Background:

The State of California has over 6,000 miles of rail lines, with significant amount running through communities that are either economically disadvantaged and/or disadvantaged communities of color. While the Federal Railroad Administration (FRA) has primary oversight of rail operations, they delegate that obligation to the State of California for lines within our State. The administration of that oversight falls under the California Public Utilities Commission (CPUC). The CPUC has only 41 inspectors covering those 6,000 miles of railroad lines in the State of California. Their primary task is ensuring equipment, bridges and rail lines are operationally safe.

The right-of-way areas along the rail lines are becoming increasingly used for illegal dumping, graffiti and homeless encampments. Rail operators have admitted that they have insufficient funds set aside to clean up or sufficiently police these right-of-way areas, despite reporting a net income of over \$13 billion in 2020. CPUC budget does not provide the resources to oversee whether rail operators are properly managing the right-of-way itself.

The City of South Gate has three rail lines traversing through its city limits covering about 4 miles. These lines are open and inviting to individuals to conduct illegal dumping, graffiti buildings and structures along with inviting dozens of homeless encampments. As private property, Cities like ourselves cannot just go upon them to remove bulky items, trash, clean graffiti or remove encampments. We must call and arrange for either our staff to access the site or have the rail operator schedule a cleanup. This can take weeks to accomplish, in the meantime residents or businesses that are within a few hundred feet of the line must endure the blight and smell. Trash is often blown from the right-of-way into residential homes or into the streets. Encampments can be seen from the front doors of homes and businesses.

South Gate is a proud city of hard working-class residents, yet with a median household income of just \$50,246 or 65% of AMI for Los Angeles County, it does not have the financial resources to direct towards property maintenance of any commercial private property. The quality of life of communities like ours should not be degraded by the inactions or lack of funding by others. Cities such as South Gate receive no direct revenue from the rail operators, yet we deal with environmental impacts on a daily basis, whether by emissions, illegal dumping, graffiti or homeless encampments.

The State of California has record revenues to provide CPUC with funding nor only for safety oversight but ensuring right-of-way maintenance by operators is being managed properly. Rail Operators should be required to set aside sufficient annual funds to provide a regular cleanup of their right-of-way through the cities of California.



LETTERS OF CONCURRENCE
Resolution No. 2

League of California Cities Staff Analysis on Resolution No. 2

Staff: Damon Conklin, Legislative Affairs, Lobbyist
Jason Rhine, Assistant Director, Legislative Affairs
Caroline Cirrincione, Policy Analyst

Committees: Transportation, Communications, and Public Works
Housing, Community, and Economic Development

Summary:

The City of South Gate submits this resolution, which states the League of California Cities should urge the Governor and the Legislature to provide adequate regulatory authority and necessary funding to assist cities with railroad right-of-way areas to address illegal dumping, graffiti, and homeless encampments that proliferate along the rail lines and result in public safety issues.

Background:

California Public Utilities Commission (CPUC) Railroad Oversight

The CPUC's statewide railroad safety responsibilities are carried out through its Rail Safety Division (RSD). The Railroad Operations and Safety Branch (ROSB), a unit of RSD, enforces state and federal railroad safety laws and regulations governing freight and passenger rail in California.

The ROSB protects California communities and railroad employees from unsafe practices on freight and passenger railroads by enforcing rail safety laws, rules, and regulations. The ROSB also performs inspections to identify and mitigate risks and potential safety hazards before they create dangerous conditions. ROSB rail safety inspectors investigate rail accidents and safety-related complaints and recommend safety improvements to the CPUC, railroads, and the federal government as appropriate.

Within the ROSB, the CPUC employs 41 inspectors who are federally certified in the five Federal Railroad Administration (FRA) railroad disciplines, including hazardous materials, motive power and equipment, operations, signal and train control, and track. These inspectors perform regular inspections, focused inspections, accident investigations, security inspections, and complaint investigations. In addition, the inspectors address safety risks that, while not violations of regulatory requirements, pose potential risks to public or railroad employee safety.

CPUC's Ability to Address Homelessness on Railroads

Homeless individuals and encampments have occupied many locations in California near railroad tracks. This poses an increased safety risk to these homeless individuals of being struck by trains. Also, homeless encampments often create unsafe work environments for railroad and agency personnel.

While CPUC cannot compel homeless individuals to vacate railroad rights-of-way or create shelter for homeless individuals, it has the regulatory authority to enforce measures that can reduce some safety issues created by homeless encampments. The disposal of waste materials or other disturbances of walkways by homeless individuals can create tripping hazards in the vicinity of railroad rights-of-way. This would cause violations of [Commission GO 118-A](#), which sets standards for walkway surfaces alongside railroad tracks. Similarly, tents, wooden structures, and miscellaneous debris in homeless encampments can create violations of

[Commission GO 26-D](#), which sets clearance standards between railroad tracks, and structures and obstructions adjacent to tracks.

Homelessness in California

According to the [2020 Annual Homeless Assessment Report \(AHAR\)](#) to Congress, there has been an increase in unsheltered individuals since 2019. More than half ([51 percent or 113,660 people](#)) of all unsheltered homeless people in the United States are found in California, about four times as high as their share of the overall United States population.

Many metro areas in California lack an adequate supply of affordable housing. This housing shortage has contributed to an increase in homelessness that has spread to railroad rights-of-way. Homeless encampments along railroad right-of-way increase the incidents of illegal dumping and unauthorized access and trespassing activities. Other impacts include train service reliability with debris strikes, near-misses, and trespasser injuries/fatalities. As of April 2021, there have been 136 deaths and 117 injuries reported by the [Federal Railroad Administration](#) over the past year. These casualties are directly associated with individuals who trespassed on the railroad.

Cities across the state are expending resources reacting to service disruptions located on the railroad's private property. It can be argued that an increase in investments and services to manage and maintain the railroad's right-of-way will reduce incidents, thus enhancing public safety, environmental quality, and impacts on the local community.

State Budget Allocations – Homelessness

The approved State Budget includes a homelessness package of \$12 billion. This consists of a commitment of \$1 billion per year for direct and flexible funding to cities and counties to address homelessness. While some details related to funding allocations and reporting requirements remain unclear, Governor Newsom signed AB 140 in July, which details key budget allocations, such as:

- \$2 billion in aid to counties, large cities, and Continuums of Care through the Homeless Housing, Assistance and Prevention grant program (HHAP);
- \$50 million for Encampment Resolution Grants, which will help local governments resolve critical encampments and transitioning individuals into permanent housing; and
- \$2.7 million in onetime funding for Caltrans Encampment Coordinators to mitigate safety risks at encampments on state property and to coordinate with local partners to connect these individuals to services and housing.

The Legislature additionally provided \$2.2 billion specifically for Homekey with \$1 billion available immediately. This funding will help local governments transition individuals from Project Roomkey sites into permanent housing to minimize the number of occupants who exit into unsheltered homelessness.

With regards to this resolution, the State Budget also included \$1.1 billion to clean trash and graffiti from highways, roads, and other public spaces by partnering with local governments to pick up trash and beautify downtowns, freeways, and neighborhoods across California. The program is expected to generate up to 11,000 jobs over three years.

Cities Railroad Authority

A city must receive authorization from the railroad operator before addressing the impacts made by homeless encampments because of the location on the private property. Additionally, the city

must coordinate with the railroad company to get a flagman to oversee the safety of the work crews, social workers, and police while on the railroad tracks.

A city may elect to declare the encampment as a public nuisance area, which would allow the city to clean up the areas at the railroad company's expense for failing to maintain the tracks and right-of-way. Some cities are looking to increase pressure on railroad operators for not addressing the various homeless encampments, which are presenting public safety and health concerns.

Courts have looked to [compel railroad companies](#) to increase their efforts to address homeless encampments on their railroads or [grant a local authority's application](#) for an Inspection and Abatement Warrant, which would allow city staff to legally enter private property and abate a public nuisance or dangerous conditions.

In limited circumstances, some cities have negotiated Memoranda of Understandings (MOU) with railroad companies to provide graffiti abatement, trash, and debris removal located in the right-of-way, and clean-ups of homeless encampments. These MOUs also include local law enforcement agencies to enforce illegally parked vehicles and trespassing in the railroad's right-of-way. MOUs also detailed shared responsibility and costs of providing security and trash clean-up. In cases where trespassing or encampments are observed, the local public works agency and law enforcement agency are notified and take the appropriate measures to remove the trespassers or provide clean-up with the railroad covering expenses outlined in the MOU.

Absent an MOU detailing shared maintenance, enforcement, and expenses, cities do not have the authority to unilaterally abate graffiti or clean-up trash on a railroad's right-of-way.

Fiscal Impact:

If the League of California Cities were to secure funding from the state for railroad clean-up activities, cities could potentially save money in addressing these issues themselves or through an MOU, as detailed above. This funding could also save railroad operators money in addressing concerns raised by municipalities about illegal dumping, graffiti, and homeless encampments along railroads.

Conversely, if the League of California Cities is unable to secure this funding through the Legislature or the Governor, cities may need to consider alternative methods, as detailed above, which may include significant costs.

Existing League Policy:

Public Safety:

Graffiti

The League supports increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.

Transportation, Communications, and Public Works

Transportation

The League supports efforts to improve the California Public Utilities Commission's ability to respond to and investigate significant transportation accidents in a public and timely manner to improve rail shipment, railroad, aviation, marine, highway, and pipeline safety

Housing, Community, and Economic Development

Housing for Homeless

Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources, including enriched services, and outreach and case managers, available to help assure that local governments have the capacity to address the needs of the homeless in their communities, including resources for regional collaborations.

Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and collaboration between local jurisdictions should be encouraged.

Staff Comments:

Clarifying Amendments

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. To review the proposed changes, please see Attachment A.

The committee may also wish to consider clarifying language around regulatory authority and funding to assist cities with these efforts. The resolution asks that new investments from the state be sent to the CPUC to increase their role in managing and maintaining railroad rights-of-ways and potentially to cities to expand their new responsibility.

The committee may wish to specify MOUs as an existing mechanism for cities to collaborate and agree with railroad operators and the CPUC on shared responsibilities and costs.

Support:

The following letters of concurrence were received:

- City of Bell Gardens
- City of Bell
- City of Commerce
- City of Cudahy
- City of El Segundo
- City of Glendora
- City of La Mirada
- City of Paramount
- City of Pico Rivera
- City of Huntington Park
- City of Long Beach
- City of Lynwood
- City of Montebello

ATTACHMENT A

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE ~~NECCESARY~~ ~~NECESSARY~~ FUNDING FOR ~~CUPC~~ THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE ~~QAULTY~~ QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC ~~SAFETLY~~ SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUT THE RAILROAD RIGHT-OF-WAY.

Source: City of South Gate

Concurrence of five or more cities/city officials

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the ~~California Public Utilities Commission~~ CPUC for operational safety and maintenance; and

WHEREAS, the ~~California Public Utilities Commission (CPUC)~~ is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well as a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the League Cal Cities Annual Conference on September 24, 2021, in Sacramento, that the Cal Cities League calls for the Governor and the Legislature to work with the Cal Cities League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The Cal Cities League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers
From: Councilmember Hector A. Pacheco
Date: September 7, 2021
Subject: Consideration to Declare a Drought Emergency in the City of San Fernando

RECOMMENDATION:

I have placed this on the agenda for City Council discussion for consideration to:

- a. Direct staff to work with the Green City Ad Hoc and Metropolitan Water District Director, Adan Ortega, to draft a resolution declaring a drought in San Fernando for future consideration by City Council;
- b. Direct staff to work with the Green City Ad Hoc to begin a proactive campaign to educate residents about water supplies, the City's water reserves, water conservation, and more, regarding declaring a drought in San Fernando to create an education campaign to encourage conservation; and/or
- c. Provide direction to staff, as appropriate.

BACKGROUND/ANALYSIS:

1. On August 16, 2021, Councilmember Pacheco agendized for discussion to Declare a Drought in San Fernando (Attachment "A") and during the City Council meeting, pulled his item to agendize for the September 7, 2021 City Council meeting.
2. On August 24, 2021, Councilmember Pacheco submitted a revised agenda item request (Attachment "B").

BUDGET IMPACT:

There is no impact to the Fiscal Year 2021-2022 budget by discussing this item. However, a future costs may need to be determined based on City Council direction.

Consideration to Declare a Drought Emergency in the City of San Fernando

Page 2 of 2

CONCLUSION:

It is recommended that the City Council provide staff with direction, as appropriate.

ATTACHMENTS:

- A. Agenda Item Request Form submitted for August 16, 2021 Meeting
- B. Revised Agenda Item Request Form submitted for September 7, 2021 Meeting

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME Hector A. Pacheco	TITLE Councilmember
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
 Consideration to Declare a Drought in San Fernando and Create an Education Campaign to Encourage Conservation

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

A majority of CA's 58 counties have been declared in a drought emergency by Governor Newsom. While the City of San Fernando is located in Los Angeles County, one of only eight counties not yet facing critical drought conditions meriting an emergency declaration from the Governor, the city must be proactive. A Drought resolution by the City of San Fernando would begin public notice and would call upon residents and regional authorities to work together to mitigate the damage from drought."

Following the resolution, the Green City Ad Hoc, staff and City Council can work together to begin a proactive campaign to educate residents about water supplies, our city's reserves, water conservation, and more. Together we can focus conservation efforts, set attainable and ambitious conservation goals, and identify initiatives to help achieve greater water wisdom and conservation, including but not limited to conservation and landscaping rebates.

ATTACHMENTS *Do you have any attachments to include?*

Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

Direct staff to work with the Green City Ad Hoc and MWD Director Adan Ortega to draft a Resolution declaring a drought in San Fernando for future consideration by City Council and direct staff to work with the Green City Ad Hoc to begin a proactive campaign to educate residents about water supplies, the city's water reserves, water conservation, and more

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME Hector A. Pacheco	TITLE Councilmember
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ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
 Consideration to Declare a Drought Emergency in the City of San Fernando

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$
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BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

A majority of California’s 58 counties have been declared in a drought emergency by Governor Newsom. While the City of San Fernando, is located in LA County, one of only eight not yet facing critical drought conditions meriting such an emergency declaration, our city cannot wait and must move to respond to this crisis.

A Drought Resolution by the City of San Fernando would begin public notice, facilitate actions by council and staff to address the drought emergency, and would call upon our community to work together to mitigate the damage from this serious drought.

Following the drafting and passing of the resolution, the Green City Ad Hoc, City Council and staff can collaborate to begin implementation of a public outreach campaign to alert residents, educate our community about water supplies, and candidly assess our city’s water conservation efforts.

Together we can focus on conservation, set attainable yet ambitious conservation goals, and identify initiatives to help achieve greater water wisdom.

The effects of climate change mean greater and more severe weather-related disasters like droughts, floods and wildfires. The changing temperatures result in more extreme rain events where more water is lost to runoff rather than recaptured, more water is lost to evaporation than stored in our reservoirs, and more rainwater falls from the sky rather than the important snow we need in our reservoirs, and more rainwater falls from the sky rather than the important snow we need in our mountain ranges. We must view the drought as an opportunity to educate, to prepare and to study what can work to help our community face down the water shortage.

ATTACHMENTS *Do you have any attachments to include?*
 Yes No

RECOMMENDATION *Indicate the direction you are recommending.*

Director staff to collaborate with our MWD representative Mr. Adan Ortega and the Green City Ad Hoc to draft a resolution declaring emergency drought conditions in San Fernando and to prepare plans to address the crisis.

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Sylvia Ballin

Date: September 7, 2021

Subject: Consideration to Allocate Independent Cities Finance Authority's Community Outreach Program Funds For Fiscal Year 2021-2022

RECOMMENDATION:

It is recommended that City Council:

- a. Discuss the recommended allocation of Independent Cities Finance Authority's (ICFA) Community Outreach Program funds; and
- b. Adopt Resolution No. 8096 appropriating the funds in the Fiscal Year (FY) 2021-2022 Adopted Budget.

BACKGROUND:

1. On July 1st of every year, the ICFA provides an annual allocation of \$7,500 to City's on behalf of eligible Board Members (i.e., those that have attended at least two-thirds of the prior year's ICFA meetings) to be allocated to support community programs. Through the ICFA's Community Outreach Program, eligible Board Members may contribute all, or part, of their annual allocation to one or more organizations in their community.
2. Past organizations and programs that have received allocations include: the Education Commission for scholarships (\$11,500) and the City's Veteran's Recognition program (\$3,500).

ANALYSIS:

I am recommending that the FY 2021-2022 ICFA grant of \$7,500 be allocated to the Parks, Recreation and Community Services Department to continue and enhance the Veteran's Pole Banner Recognition Program: \$7,500.

Consideration to Allocate Independent Cities Finance Authority's Community Outreach Program Funds for Fiscal Year 2021-2022

Page 2 of 2

This amount would be used to cover the cost of the program and waive all fees for the FY 2021-2022 Veteran's Banner Program, which begins in November 2021 and runs for one year.

BUDGET IMPACT:

ICFA funds will be allocated and tracked in the Community Investment Fund (Fund 053). Subsequent to City Council approval of funding allocations, staff will send a request to ICFA to draw down funds.

ATTACHMENT:

- A. Resolution No. 8096

RESOLUTION NO. 8096

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

WHEREAS, the City of 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, the Independent Cities Finance Authority (ICFA) provides an annual Fiscal Year allocation of \$7,500 to eligible Board Members (i.e., those that have attended at least two-thirds of the prior year’s ICFA meetings); and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, a copy of which is on file in the City Clerk’s Office.

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:

VETERAN BANNER RECOGNITION PROGRAM

Increase in Revenues	
053-3607-1355	\$7,500
Increase in Expenditures	
053-420-1355-4300	\$7,500

SECTION 2. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED THIS 7th day of September, 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. 8096 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 7th day of September, 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 September 2021.

Julia Fritz, City Clerk