



SAN FERNANDO

MAYOR/CHAIR SYLVIA BALLIN

VICE MAYOR/VICE CHAIR MARY MENDOZA

COUNCILMEMBER/BOARDMEMBER CINDY MONTAÑEZ

COUNCILMEMBER/BOARDMEMBER HECTOR A. PACHECO

COUNCILMEMBER/BOARDMEMBER CELESTE T. RODRIGUEZ

CITY OF SAN FERNANDO

CITY COUNCIL

AND SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REGULAR MEETING AGENDA SUMMARY MONDAY, OCTOBER 4, 2021 – 6:00 PM

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

WATCH THE MEETING: Live stream with audio and video, via YouTube Live, at:

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

CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

- A. PRESENTATION OF A PROCLAMATION RECOGNIZING THE SECOND WEEK OF OCTOBER AS CODE ENFORCEMENT APPRECIATION WEEK
- B. PRESENTATION FROM THE LOS ANGELES COUNTY OFFICE OF THE ASSESSOR TO PROVIDE A GENERAL OVERVIEW OF THE OFFICE AND SERVICES OFFERED TO TAXPAYERS

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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DECORUM AND ORDER

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

PUBLIC STATEMENTS

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.

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

- a. AUGUST 16, 2021 - REGULAR MEETING
- b. SEPTEMBER 20, 2021 - SPECIAL MEETING

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 21-101 approving the Warrant Register.

3) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TOM BROHARD AND ASSOCIATES FOR TRAFFIC ENGINEERING SERVICES

Recommend that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement with Tom Brohard and Associates (Contract No. 1998(a)) for traffic engineering services in an amount not-to-exceed \$40,000; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

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4) CONSIDERATION TO APPROVE AN AMENDMENT TO THE MASTER AGREEMENT WITH HINDERLITER, DE LLAMAS AND ASSOCIATES TO PROVIDE COVID-19 RELIEF AND ECONOMIC RECOVERY PROGRAM ADMINISTRATION SERVICES RELATED TO THE AMERICAN RESCUE PLAN ACT FUNDS

Recommend that the City Council:

- a. Determine that it is in the City's best interest to waive formal purchasing procedures pursuant to Section 2-851 of the San Fernando City Code due to the unique nature of the services being provided and the specialized qualifications of the proposed professional services firm;
- b. Approve an Amendment to the Master Agreement with Hinderliter, de Llamas and Associates (Contract No. 2000(a)) to provide COVID-19 Relief and Economic Recovery Program Administration Services for the City's American Rescue Plan Act Funds; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute the Amendment and all related documents.

ADMINISTRATIVE REPORTS

5) CONSIDERATION AND ADOPTION OF A RESOLUTION TO CONTINUE REMOTE TELECONFERENCE MEETINGS OF THE CITY OF SAN FERNANDO'S LEGISLATIVE BODIES FOR A PERIOD OF 30 DAYS FROM OCTOBER 4, 2021 TO NOVEMBER 4, 2021 IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS OF ASSEMBLY BILL 361

Recommend that the City Council:

Option 1: Adopt Resolution No. 8098 re-authorizing to continue remote teleconference meetings of the City of San Fernando's Legislative bodies for a period of 30 days from October 4, 2021 to November 2, 2021 in compliance with Government Code Section 54953(E) and other applicable provisions of Assembly Bill 361.

Option 2: Take no action and the legislative body meetings will be required to comply with the requirements for public meetings (Pre-COVID-19 Pandemic).

6) DISCUSSION AND CONSIDERATION REGARDING A RECOMMENDATION FROM THE EDUCATION COMMISSION REQUESTING THE CITY COUNCIL TO CO-SPONSOR A WORKFORCE DEVELOPMENT PARTNERSHIP BETWEEN TREEPEOPLE AND AMERICORPS

Recommend that the City Council:

- a. Discuss the Education Commission's recommendation to request the City co-sponsor the TreePeople and AmeriCorps Program;

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- b. Approve a co-sponsorship to use the City's communication platforms, including the City website, social media, and email, to promote the workforce development partnership between TreePeople and AmeriCorps pursuant to City Council Resolution No. 6904; and

- c. Provide direction to staff, as appropriate.

7) DISCUSSION AND CONSIDERATION REGARDING APPROVAL OF A SAN FERNANDO BEAUTIFICATION PROGRAM

Recommend that the City Council:

- a. Discuss the Beautification Ad Hoc Committee's recommendations; and
- b. Provide direction to staff, as appropriate.

8) DISCUSSION AND CONSIDERATION OF RECOMMENDATIONS FROM THE PUBLIC SAFETY COMMISSION AD HOC COMMITTEE RELATED TO ESTABLISHING A PUBLIC SAFETY COMMISSION

- a. Discuss the Public Safety Commission Ad Hoc Committee's recommendations; and
- b. Provide direction to staff, as appropriate.

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 30, 2021 (5:30 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meeting s of the Successor Agency to the San Fernando Redevelopment Agency, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.

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 or cityclerk@sfcity.org at least 48 hours prior to the meeting.

**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**

**AUGUST 16, 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 Richard Padilla stated there were no reportable action as a result of the Closed Session meeting of August 16, 2021 at 5:00 p.m.

CALL TO ORDER/ROLL CALL Mayor Sylvia Ballin called the meeting to order at 6:08 p.m.

Present:

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

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

Absent: Councilmember Celeste Rodriguez

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 to move Item No. 11 to be heard as the first report under Administrative Repots. By consensus, the motioned carried with Councilmember Rodriguez absent.

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PRESENTATIONS

- A. PRESENTATION TO THE 2021 GERRY'S KIDS SCHOLARSHIP FUND ESSAY CONTEST AWARD
RECIPIENT MAHIKA AHMED
Education Commission Chair Angel Zobel-Rodriguez

PUBLIC STATEMENTS

City Clerk Fritz read a public statement submitted via email:

Sandy Lopez wrote about her concerns on the public's health dangers associated with secondhand smoke.

The following submitted speaker cards and spoke:

Julissa Hernandez staff member of Assemblymember Luz Rivas spoke about upcoming fundraising events and on various assembly bill updates.

David Bernal spoke about the proposed parking plan and about property taxes in San Fernando.

Patty Lopez suggested that the City Council meetings be translated entirely in Spanish.

Margarita Cervacio spoke about her concerns with the City's existing residential parking problems.

Marcelina Gonzalez suggested that the trolley bus include an additional stop in the route on Griswold and San Fernando Road. Staff corrected the street site to Griswold and Glenoaks and was requested by the City Council to research the feasibility of the request.

Marcela Rodriguez spoke in opposition of the proposed parking management plan.

The City Council recessed the meeting at 7:11 p.m. noting technical difficulties and reconvened the meeting at 7:24 p.m.

CONSENT CALENDAR

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

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MINUTES FOR AUGUST 2, 2021 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NO. 21-082 APPROVING THE WARRANT REGISTER

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- 3) CONSIDERATION TO AUTHORIZE THE FORMAL SOLICITATION OF BIDS FOR THE SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT
 - 4) SECOND READING AND ADOPTION OF ORDINANCE NO. 1702 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

ORDINANCE NO. 1702 – AN ORDINANCE OF THE CITY OF SAN FERNANDO CITY COUNCIL TO REPEAL 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

- 5) CONSIDERATION TO AUTHORIZE A PURCHASE ORDER WITH GENERAL PUMP COMPANY, INC. FOR THE PURCHASE AND INSTALLATION OF NEW PUMP AND MOTOR ASSEMBLIES LOCATED AT THE CITY’S BOOSTER PUMP STATIONS
- 6) RECEIVE AND FILE AN UPDATE REGARDING COVID-19 RESPONSE EFFORTS

By consensus, motioned carried with Councilmember Rodriguez absent.

ADMINISTRATIVE REPORTS

- 7) 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

Motion by Councilmember Montañez, seconded by Mayor Ballin to defer the placement of liens on real property for nonpayment of residential and commercial solid waste collection services billings until Fiscal Year 2022-2023 given the following conditions:

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

By consensus, the motioned carried with Councilmember Rodriguez absent.

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It was noted that Councilmember Celeste Rodriguez joined the meeting via teleconference at 8:35 p.m.

- 8) PRESENTATION AND DISCUSSION OF COMMUNITY OUTREACH AND DEVELOPMENT OPTIONS BY AZURE DEVELOPMENT, INC., FOR THE OPPORTUNITY SITE AT PARKING LOT NO. 3

City Manager Kimball presented the staff report and Vanessa Delgado from Azure Development, Inc., provided an update on the draft community outreach plan and efforts responded to Councilmember questions. The presentation was received and filed. No formal action taken.

- 9) CONSIDERATION TO ADOPT THE CITYWIDE PARKING MANAGEMENT MASTER PLAN

City Manager Kimball introduced representatives from KOA the City's Parking Management Master Plan consulting firm and a presentation was provided to the City Council regarding the final Citywide Parking Management Master Plan. The City Council received and filed the presentation. No formal action taken.

It was noted that Councilmember Rodriguez was shown in the teleconference screen as being present at 9:05 p.m.; however, at that time, due to unexpected technical audio difficulties she was not able to be heard when Mayor Ballin called for her questions and comments.

- 10) CONSIDERATION TO AUTHORIZE A PURCHASE ORDER WITH ENVIROGEN TECHNOLOGIES, INC. FOR AN ION EXCHANGE NITRATE REMOVAL TREATMENT SYSTEM AT THE CITY'S GROUNDWATER WELL NO. 3

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

Motion by Vice Mayor Mendoza, seconded by Councilmember Pacheco to:

- a. Waive formal bidding requirements under Section 2-801(a) of the City's Purchasing Ordinance that allows waiving bidding requirements to purchase special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions; and
- b. Authorize a Purchase Order with Envirogen Technologies, Inc. (Proposal for Well 3 Nitrate Treatment System), in an amount not-to-exceed \$1,484,000 for the purchase of a proprietary ion exchange nitrate removal treatment system at the City's groundwater Well No. 3; and
- c. Authorize the City Manager to execute the Purchase Order and all related documents.

By consensus, the motioned carried.

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- 11) CONSIDERATION TO DECLARE A DROUGHT IN SAN FERNANDO AND CREATE AN EDUCATION CAMPAIGN TO ENCOURAGE CONSERVATION

This item was tabled to the September 7, 2021 City Council meeting.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Public Works Baumgardner reported that the Mission Bike Trail Clean-Up event will be on Saturday, August 21 at 7:45 a.m.

Chief Vairo reported on three major crime incidents that occurred over the weekend and remarked on the professionalism shown by the San Fernando Police Officers who were involved. He further clarified that in one of the incidents that involved an officer's alleged mishandling of one of the individuals in custody, did not involve any of the San Fernando Police Officers assisting with the incident.

Director of Recreation and Community Services Venegas provided an update on mural applications and announced the upcoming event and activities in celebration of the City's 110 year anniversary on August 31, 2021.

Director of Finance Ibañez provided an update on the City's American Rescue Act Funds and that a staff report would be brought back to the City Council in September on the receipt and use of the funds.

City Clerk Fritz provided information on voting centers and resources available in the City regarding the September 14, 2021, Gubernatorial Recall Election.

City Manager Kimball thanked City staff on working diligently on providing prompt responses to citizen requests, and mentioned that over the next eight week once the City is properly staffed, that there should be a noticeable difference in city services and prompt responses by staff to include, but not limited, to maintenance service requests.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Montañez thanked Chief Vairo for the clarification on the incident, thanked staff for their hard work, spoke about the upcoming city clean up event and requested the meeting be adjourned in the memory of Karl Boeckmann.

Councilmember Pacheco expressed thanks to City staff and his colleagues for a productive meeting and commented on issues surrounding mental health.

Vice Mayor Mendoza expressed thanks to City staff for their work.

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Mayor Ballin requested that the meeting also be adjourned in memory of Alfonso Ortiz Jr.

ADJOURNMENT (10:29 P.M.)

Mayor Ballin adjourned the meeting in memory of Karl Boeckmann and Alfonso Ortiz Jr. at 10:29 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 16, 2021, meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**SEPTEMBER 20, 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, and Councilmember Cindy Montañez

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

Absent: Councilmembers Hector A. Pacheco and 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 – SEPTEMBER 20, 2021**

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RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Richard Padilla stated there was no reportable action as a result of Closed Session held on September 20, 2021 at 5:00 p.m.

ADJOURNMENT

The City Council adjourned the special meeting at 5:46 p.m. to the regular meeting at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 20, 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: October 4, 2021

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 21-101 (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. 21-101

RESOLUTION NO. 21-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 21-101

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 4th day of October, 2021.

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

ATTEST:

Julia Fritz, CMC
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. 21-101 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 4th day of October, 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 October, 2021.

Julia Fritz, CMC
City Clerk

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09/28/2021 2:35:30PMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224295	10/4/2021	891969 ADVANCED PURE WATER SOLUTIONS	1053024		DRINKING WATER 001-222-0000-4300	98.55
					Total :	98.55
224296	10/4/2021	892271 ALL STAR ELITE SPORTS	2538	12480	BASEBALL & BASKETBALL LEAGUE UN 017-420-1328-4300	72.15
					Total :	72.15
224297	10/4/2021	100188 ANDY GUMP INC.	INV847302	12491	PORTABLE RESTROOM SERVICE 043-390-0000-4260	330.49
			INV847303	12491	PORTABLE RESTROOM SERVICE 043-390-0000-4260	211.28
			INV847304	12491	PORTABLE RESTROOM SERVICE 070-384-0000-4260	330.34
			INV849979	12491	PORTABLE RESTROOM SERVICE 043-390-3689-4260	197.17
					Total :	1,069.28
224298	10/4/2021	893887 ANTHEM SPORTS	317119	12506	SPORTS EQUIPMENT FOR CITY PROG 001-420-0000-4300	183.16
					Total :	183.16
224299	10/4/2021	100204 AQUA-METRIC SALES COMPANY	INV0084147	12468	LARGE COMPOUND WATER METERS 070-385-0700-4600	1,148.14
			INV0084395	12468	LARGE COMPOUND WATER METERS 070-385-0700-4600	7,164.59
					Total :	8,312.73
224300	10/4/2021	100222 ARROYO BUILDING MATERIALS, INC	263127		SUPPLIES 017-420-1330-4300	89.05
					Total :	89.05
224301	10/4/2021	102530 AT & T	818-270-2203		PD NETWORK LINE -AUG 2021 001-222-0000-4220	231.51
					Total :	231.51

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09/28/2021 2:35:30PMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224302	10/4/2021	892412 AT&T	287297930559X0910202		MDT MODEMS - PD UNITS - AUGUST 001-222-0000-4220	536.99
					Total :	536.99
224303	10/4/2021	889037 AT&T MOBILITY	287277903027X0908202		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	101.19
					Total :	101.19
224304	10/4/2021	889942 ATHENS SERVICES	10655180	12528	CITY STREET SWEEPING-JUL 2021 011-311-0000-4260	14,552.40
				12528	001-343-0000-4260	2,891.00
			10814596	12528	CITY STREET SWEEPING-AUG 2021 011-311-0000-4260	14,552.40
				12528	001-343-0000-4260	2,891.00
			10968391	12528	CITY STREET SWEEPING-SEP 2021 011-311-0000-4260	14,552.40
				12528	001-343-0000-4260	2,891.00
					Total :	52,330.20
224305	10/4/2021	101709 AV EQUIPMENT RENTAL INC.	251234		ROCK DRILL RENTAL 070-385-0000-4260	75.00
					Total :	75.00
224306	10/4/2021	890980 AVILA, JESSE H.	SEPT 2021		GLACVCD TRUSTEE MEMBER STIPENI 001-190-0000-4111	150.00
					Total :	150.00
224307	10/4/2021	893909 B COMMUNICATIONS COMPANY	20314		WIFI INSTALLATION 001-420-0000-4260	582.13
					Total :	582.13
224308	10/4/2021	891301 BERNARDEZ, RENATE Z.	601		INTERPRETATION SERVICES-CC MTG 001-101-0000-4270	150.00
					Total :	150.00
224309	10/4/2021	890684 BROADLUX INC	BR112548-08		RE-ACTIVATE DISPENSER 3 @ CNG ST 074-320-0000-4260	994.35

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vchlist
09/28/2021 2:35:30PMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224309	10/4/2021	890684 890684 BROADLUX INC	(Continued)		Total :	994.35
224310	10/4/2021	888800 BUSINESS CARD	090121		FRAMES	
			090221		001-101-0000-4300	45.97
			090821		CITY EMAIL -SEPT 2021	
			091321		001-135-0000-4260	1,632.13
			091321-1		DINNER FOR CC & STAFF-CC MTG 09/0	
			091321-2		001-101-0000-4300	111.35
			091421		PROGRAM SUPPLIES	
			091421-1		004-2346	231.61
			091421-2		AIRFARE-CACEO CONFERENCE	
			091421		001-152-0000-4370	255.96
			091421-2		AIRFARE-CACEO CONFERENCE	
			091421		001-152-0000-4370	255.96
			091421-2		SUPPLIES-SENIOR PROG	
			091521		004-2382	7.70
			091721		STANDING DESK CONVERT	
			092021		001-222-0000-4300	92.60
			092121		MISC SUPPLIES	
			092121-1		001-222-0000-4300	12.88
			092121-2		SUPPLIES-SENIOR PROG	
			092121		004-2382	18.73
			092121		ANNUAL DOMAIN RENEWAL	
			092121-1		001-135-0000-4260	60.00
			092121-2		DINNER FOR CC & STAFF-CC MTG 09/2	
			092121		001-101-0000-4300	111.35
			092121-1		PERMIT FOR FILTRATION PROJ	
			092121-2		010-310-0620-4600	98.00
			092121-1		MEMBERSHIP DUES	
			092121-2		001-115-0000-4380	200.00
			092121-2		MEMBERSHIP DUES	
			092121-2		001-115-0000-4380	200.00
			092121-2		Total :	3,334.24
224311	10/4/2021	892464 CANON FINANCIAL SERVICES, INC	27353218	12470	CANON COPIERS LEASE PAYMENT-SE	
					001-135-0000-4260	651.40

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224311	10/4/2021	892464 892464 CANON FINANCIAL SERVICES, INC	(Continued)		Total :	651.40
224312	10/4/2021	100652 CAVANAUGH & ASSOCIATES P.A.	WE.19.033-3	12433	LEVEL1 VALIDATION REVIEW OF WATE	
					070-381-0000-4270	2,500.00
					Total :	2,500.00
224313	10/4/2021	100713 CITY OF GLENDALE	1493		WATER MASTER COST SHARING AGRE	
					070-381-0000-4270	6,249.72
					Total :	6,249.72
224314	10/4/2021	100731 CITY OF LOS ANGELES	WP220000078		PO NO.12374-O&M PORTION OF ASSC	
			WP220000079		072-360-0629-4260	192,459.00
					PO NO.12371-CAPITAL PORTION OF AS	
					072-365-0629-4600	270,959.00
					Total :	463,418.00
224315	10/4/2021	101957 CITY OF LOS ANGELES	SF220000003		FIRE SERVICES - OCT 2021	
					001-500-0000-4260	234,990.08
					Total :	234,990.08
224316	10/4/2021	103029 CITY OF SAN FERNANDO	3766-3811		REIMBURSEMENT TO WORKS COMP A	
					006-1038	17,734.75
					Total :	17,734.75
224317	10/4/2021	890893 CITY OF SAN FERNANDO	SEPT 2021		COMMISSIONER'S STIPEND DONATION	
					001-115-0000-4111	75.00
					Total :	75.00
224318	10/4/2021	100805 COOPER HARDWARE INC.	127290	12454	SUPPLIES FOR P.W. OPS	
			127291	12454	070-384-0000-4310	78.81
			127294	12454	SUPPLIES FOR P.W. OPS	
					070-384-0000-4310	73.23
					SUPPLIES FOR P.W. OPS	
					070-384-0000-4310	94.02
					Total :	246.06
224319	10/4/2021	892687 CORE & MAIN LP	P370682	12471	WATER & FIRE SERVICE LINE MATERIA	
					070-385-0701-4600	2,214.68

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224319	10/4/2021	892687 CORE & MAIN LP	(Continued) P410247	12471	WATER & FIRE SERVICE LINE MATERI# 070-383-0000-4310	259.49
			P460026	12471	WATER & FIRE SERVICE LINE MATERI# 070-383-0000-4310	2,149.34
					Total :	4,623.51
224320	10/4/2021	893775 CSG CONSULTANTS	38812	12508	CONTRACTED BUILDING INSPECTOR 001-140-0000-4270	9,120.00
					Total :	9,120.00
224321	10/4/2021	892888 CWE	21679	12523	REGIONAL PARK INFILTRATION PROJE 010-310-0620-4600	4,523.30
			21720	12523	REGIONAL PARK INFILTRATION PROJE 010-310-0620-4600	4,296.80
					Total :	8,820.10
224322	10/4/2021	893800 FAJARDO, JOANNE	JULY-AUG 2021		SENIOR ZUMBA INSTRUCTOR 017-420-1322-4260	150.00
					Total :	150.00
224323	10/4/2021	892198 FRONTIER COMMUNICATIONS	209-151-4943-081292		RADIO REPEATER (POLICE) 001-222-0000-4220	55.30
			818 361-2385-012309		MTA PHONE LINE 007-440-0441-4220	109.95
					001-190-0000-4220	68.01
			818-361-2472-031415		PW PHONE LINE 070-384-0000-4220	529.34
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM 001-420-0000-4220	66.44
			818-831-5002-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	55.39
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	357.65
			818-837-7174-052096		POLICE SPECIAL ACTIVITIES PHONE L 001-222-0000-4220	38.65

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224323	10/4/2021	892198 892198 FRONTIER COMMUNICATIONS	(Continued)		Total :	1,280.73
224324	10/4/2021	893908 GARCIA, SONIA G.	5-10		PETTY CASH REIMBURSEMENT 001-105-0000-4370	30.00
					001-115-0000-4450	23.75
					001-130-0000-4300	15.00
					001-225-0000-4350	5.79
					017-420-1399-4300	15.44
					070-384-0000-4310	43.79
					Total :	133.77
224325	10/4/2021	892550 GOVEA, DAVID	SEPT 2021		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
224326	10/4/2021	101376 GRAINGER, INC.	9020981503	12482	MISC. SUPPLIES FOR BUILDING, ELEC 043-390-0000-4300	118.41
			9038799046	12482	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	30.71
			9043243543	12482	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	146.58
			9049935233	12482	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4300	-118.41
					Total :	177.29
224327	10/4/2021	893395 HAYES, JASON BENJAMIN	SEPT 2021		COMMISSIONER'S STIPEND REIMB 001-420-0000-4111	75.00
					Total :	75.00
224328	10/4/2021	890360 HERRERA, NINAMARIE JULIA	SEPT 2021		COMMISSIONER'S STIPEND REIMB 001-420-0000-4111	75.00
					Total :	75.00
224329	10/4/2021	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN011158		CONTRACTUAL SERVICES-SALES TAX 001-130-0000-4270	2,253.20
					Total :	2,253.20
224330	10/4/2021	893729 HOUSEAL LAVIGNE ASSOCIATES LLC	5248		CONSULTANT FOR THE 2021-2029 HOL	

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224330	10/4/2021	893729 HOUSEAL LAVIGNE ASSOCIATES LLC	(Continued)	12370	110-150-3609-4270	16,325.97
					Total :	16,325.97
224331	10/4/2021	891777 IRRIGATION EXPRESS	15230149-00	12483	IRRIGATION SUPPLIES FOR REPAIRS /	8.60
			15231082-00	12483	043-390-0000-4300 IRRIGATION SUPPLIES FOR REPAIRS /	11.51
			15231575-00	12483	043-390-0000-4300 IRRIGATION SUPPLIES FOR REPAIRS /	44.21
					Total :	64.32
224332	10/4/2021	887952 J. Z. LAWNMOWER SHOP	26335	12465	SMALL EQUIPMENT REPAIRS (LAWNMA	425.00
			26336	12465	043-390-0000-4300 SMALL EQUIPMENT REPAIRS (LAWNMA	37.61
			26339	12465	043-390-0000-4300 SMALL EQUIPMENT REPAIRS (LAWNMA	70.00
					Total :	532.61
224333	10/4/2021	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-19	12145	RESERVOIR RECONSTRUCTION	41,113.55
					010-385-0716-4600	Total : 41,113.55
224334	10/4/2021	101795 KOSMONT & ASSOCIATES	18-0099-033	12287	REAL ESTATE ADVISORY SERVICES	3,829.80
			18-0099-034	12287	001-151-0000-4270 REAL ESTATE ADVISORY SERVICES	3,977.30
					Total :	7,807.10
224335	10/4/2021	101990 L.A. COUNTY METROPOLITAN	6014836		TAP -AUGUST 2021	20.00
					007-440-0441-4260	Total : 20.00
224336	10/4/2021	102007 L.A. COUNTY SHERIFFS DEPT.	220334SG	12484	INMATE MEALS-AUG 2021	640.00
					001-225-0000-4350	Total : 640.00

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224337	10/4/2021	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC - 13003 BORDEN	166.04
			494-750-1000		070-384-0000-4210 WATER-12900 DRONFIELD	160.90
			500-750-1000		070-384-0000-4210 ELECTRIC-13655 FOOTHILL	174.17
			594-750-1000		070-384-0000-4210 ELECTRIC - 12900 DRONFIELD	7,374.31
			657-750-1000		070-384-0000-4210 ELECTRIC - 14060 SAYRE	16,710.83
			694-750-1000		070-384-0000-4210 ELECTRIC & WATER - 13180 DRONFIEL	10,126.55
			757-750-1000		070-384-0000-4210 WATER - 14060 SAYRE	93.84
					Total :	34,806.64
224338	10/4/2021	101848 LANGUAGE LINE SERVICES	10303815		TRANSLATION SERVICES	5.51
					001-222-0000-4260	Total : 5.51
224339	10/4/2021	101920 LIEBERT CASSIDY WHITMORE	202852		LEGAL SERVICES	406.00
			202853		001-112-0000-4270 LEGAL SERVICES	261.00
			202854		001-112-0000-4270 LEGAL SERVICES	2,090.00
			202855		001-112-0000-4270 LEGAL SERVICES	836.00
			203400		001-112-0000-4270 LEGAL SERVICES	38.00
			203804		001-112-0000-4270 LEGAL SERVICES	406.00
			204642		001-112-0000-4270 LEGAL SERVICES	290.00
			204738		001-112-0000-4270 LEGAL SERVICES	29.00
			204763		001-112-0000-4270 LEGAL SERVICES	

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224339	10/4/2021	101920 LIEBERT CASSIDY WHITMORE	(Continued)			
			204767		001-112-0000-4270 LEGAL SERVICES	2,090.00
			204773		001-112-0000-4270 LEGAL SERVICES	646.00
					001-112-0000-4270	6,194.00
					Total :	13,286.00
224340	10/4/2021	893403 LLAMAS, SUZANNE	SEPT 2021		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
224341	10/4/2021	101935 LOCAL GOVERNMENT COMMISSION	105754		CONSULTING SERVICES	
				12282	010-311-0628-4600	4,804.97
				12282	001-310-0628-4270	622.53
					Total :	5,427.50
224342	10/4/2021	101974 LOS ANGELES COUNTY	AUG 2021		ANIMAL CARE & CONTROL SERVICES	
				12526	001-190-0000-4260	4,629.64
			JULY 2021		ANIMAL CARE & CONTROL SERVICES	
				12526	001-190-0000-4260	9,669.40
					Total :	14,299.04
224343	10/4/2021	102003 LOS ANGELES COUNTY	RE-PW-21091301117		INDUSTRIAL WASTE CHARGES-AUG	
				12485	072-360-0000-4450	5,874.58
					Total :	5,874.58
224344	10/4/2021	892477 LOWES	1106		SUPPLIES	
					043-390-0000-4300	49.84
			1246		MISC MAINT. SUPPLIES	
					043-390-0000-4300	55.21
			1348		MISC MAINT. SUPPLIES	
					043-390-0000-4300	272.15
			1817		PLUMBING MAINT. SUPPLIES	
					043-390-0000-4300	214.77
			1850		MISC MAINT. SUPPLIES	
					043-390-0000-4300	17.62

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224344	10/4/2021	892477 892477 LOWES	(Continued)			
					Total :	609.59
224345	10/4/2021	102051 M & M LANDSCAPE	7146		LANDSCAPING AT WELL SITES, RESEF	
				12525	070-384-0000-4260	1,500.00
			7147		LANDSCAPING AT WELL SITES, RESEF	
				12525	070-384-0000-4260	1,500.00
					Total :	3,000.00
224346	10/4/2021	888468 MAJOR METROPOLITAN SECURITY	1103771		ALARM MONITORING AT ALL CITY FACI	
				12486	043-390-0000-4260	25.00
			1103772		ALARM MONITORING AT ALL CITY FACI	
				12486	043-390-0000-4260	25.00
			1103773		ALARM MONITORING AT ALL CITY FACI	
				12486	043-390-0000-4260	15.00
			1103774		ALARM MONITORING AT ALL CITY FACI	
				12486	043-390-0000-4260	25.00
			1103775		ALARM MONITORING AT ALL CITY FACI	
				12486	043-390-0000-4260	15.00
			1103776		ALARM MONITORING AT ALL CITY FACI	
				12486	043-390-0000-4260	15.00
			1103777		ALARM MONITORING AT ALL CITY FACI	
				12486	043-390-0000-4260	15.00
			1103778		ALARM MONITORING AT ALL CITY FACI	
				12486	043-390-0000-4260	15.00
			1103779		ALARM MONITORING AT ALL CITY FACI	
				12486	043-390-0000-4260	25.00
			1103780		ALARM MONITORING AT ALL CITY FACI	
				12486	043-390-0000-4260	15.00
			1103781		ALARM MONITORING AT ALL CITY FACI	
				12486	043-390-0000-4260	15.00
			1103782		ALARM MONITORING AT ALL CITY FACI	
				12486	070-384-0000-4260	23.00
			1103783		ALARM MONITORING AT ALL CITY FACI	
				12486	070-384-0000-4260	23.00
			1103784		ALARM MONITORING AT ALL CITY FACI	
				12486	070-384-0000-4260	23.00
			1103785		ALARM MONITORING AT ALL CITY FACI	

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224346	10/4/2021	888468 MAJOR METROPOLITAN SECURITY	(Continued)	12486	070-384-0000-4260	23.00
					Total :	297.00
224347	10/4/2021	888242 MCI COMM SERVICE	7DL39365		ALARM LINE 1100 PICO 001-420-0000-4220	36.51
					Total :	36.51
224348	10/4/2021	892140 MICHAEL BAKER	1126831	11886	CDBG ADMINISTRATIVE & LABOR COM 026-311-0182-4260	1,920.00
					Total :	1,920.00
224349	10/4/2021	102226 MISSION LINEN SUPPLY	515501222	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	117.61
			515522078	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	93.20
			515541151	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	119.76
			515567644	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	82.63
					Total :	413.20
224350	10/4/2021	893343 MOHR, NICOLE	SEPT 2021		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
224351	10/4/2021	102275 MOTION PICTURE LICENSING CORP.	504365451		YEARLY MOTION PICTURES LICENSING 001-424-0000-4260	615.00
					Total :	615.00
224352	10/4/2021	102325 NAPA AUTO PARTS	5478-071955		VALVE GAUGE PW1360 041-320-0311-4400	105.82
			5478-071956		TIRE GAUGE PK3325 041-320-0390-4400	68.34
			5478-072584		RUBBING COMPOUND PD0000 041-320-0225-4400	47.40
			5478-072717		SOCKET SET FOR SHOP	

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224352	10/4/2021	102325 NAPA AUTO PARTS	(Continued)		041-320-0000-4310	270.09
			5478-073380		TRAILER PLUG PK1169 041-320-0390-4400	5.17
					Total :	496.82
224353	10/4/2021	102423 OCCU-MED, INC.	0921901		PRE-EMPLOYMENT PHYSICAL 001-106-0000-4260	279.25
					Total :	279.25
224354	10/4/2021	102432 OFFICE DEPOT	191852264001		OFFICE SUPPLIES - CARTRIDGE 070-384-0000-4300	121.89
			191853316001		OFFICE SUPPLIES - CARTRIDGE 070-384-0000-4300	385.52
			192866043001		OFFICE SUPPLIES 001-130-0000-4300	4.29
			192896694001		SUPPLIES 001-130-0000-4300	276.88
			193563817001		OFFICE SUPPLIES 001-222-0000-4300	38.69
			193564048001		OFFICE SUPPLIES 001-222-0000-4300	21.37
			193564049001		SUPPLIES 001-222-0000-4300	7.72
			194028982001		OFFICE SUPPLIES 001-222-0000-4300	54.49
			194034784001		SUPPLIES 001-222-0000-4300	44.63
			194034787001		SUPPLIES 001-222-0000-4300	55.11
			194152430001		OFFICE SUPPLIES 070-381-0000-4300	249.28
					Total :	1,259.87
224355	10/4/2021	890095 O'REILLY AUTOMOTIVE STORES INC	4605-432374		PWR INVERTER REPLACEMENT 001-152-0000-4300	132.29

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224355	10/4/2021	890095 890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			Total : 132.29
224356	10/4/2021	887366 PIONEER MANUFACTURING COMPANY	807124		REPLACEMENT PARTS FOR PAINT MA 001-423-0000-4300	167.98
					Total :	167.98
224357	10/4/2021	890994 PONCE, JOE	SEPT 2021		COMMISSIONER'S STIPEND REIMB 001-420-0000-4111	75.00
					Total :	75.00
224358	10/4/2021	102688 PROFESSIONAL PRINTING CENTERS	19176	12519	PURCHASE OF PRE-PRINTED FORMS 070-383-0000-4270	715.52
			19227	12519	PURCHASE OF PRE-PRINTED FORMS 070-383-0000-4270	120.17
					Total :	835.69
224359	10/4/2021	890004 PTS	2074020		PD PAY PHONE - OCT 2021 001-190-0000-4220	65.64
					Total :	65.64
224360	10/4/2021	103057 SAN FERNANDO VALLEY SUN	11260		MEASURE A/SF TOWN HALL MEETING 001-190-0000-4267	836.02
					Total :	836.02
224361	10/4/2021	103184 SMART & FINAL	0007		MOVIE NIGHTS SUPPLIES 001-424-0000-4300	24.98
			0047		MOVIE NIGHTS SUPPLIES 001-424-0000-4300	46.46
			0098		SUPPLIES - PARENT AND ME PAINTING 004-2346	69.75
			187		COFFEE CREAMER 001-222-0000-4300	34.12
					Total :	175.31
224362	10/4/2021	103193 SNAP-ON INDUSTRIAL	ARV/49481484	12488	OBDII VEHICLE DIAGNOSTICS SCANNER 041-320-0000-4320	5,000.00
					Total :	5,000.00

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224363	10/4/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	700360580265		ELECTRIC - 910 1ST 043-390-0000-4210	10,400.96
					Total :	10,400.96
224364	10/4/2021	103251 STANLEY PEST CONTROL	380234	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	94.00
			380236	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	62.00
			380237	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	135.00
			380239	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	55.00
			380240	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	95.00
			380241	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	85.00
			380242	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	85.00
			388998	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	94.00
			389001	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	62.00
			389002	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	135.00
			389003	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	55.00
			389004	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	95.00
			389005	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	85.00
			389006	12532	PEST CONTROL AT CITY FACILITIES 043-390-0000-4330	85.00
					Total :	1,222.00
224365	10/4/2021	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	529573	12459	DOJ LIVESCAN FINGERPRINTING-SEP 004-2386	3,644.00
				12459	001-222-0000-4270	196.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224365	10/4/2021	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE (Continued)	531628		FINGERPRINTS - AUG 2021 001-106-0000-4270	160.00
					Total :	4,000.00
224366	10/4/2021	893463 STEP SAVER	CT44435	12446	NSF CERTIFIED BULK SALT FOR THE H 070-384-0000-4300	4,048.90
					Total :	4,048.90
224367	10/4/2021	103090 SUSAN SAXE-CLIFFORD, PH.D.	21-0908-5	12524	PSYCHOLOGICAL EVALUATIONS 001-222-0000-4270	450.00
					Total :	450.00
224368	10/4/2021	103318 TAG/AMS, INC.	2798735		RANDOM DRUG TESTS 001-106-0000-4260	210.00
					Total :	210.00
224369	10/4/2021	103205 THE GAS COMPANY	042-320-6900-7 088-520-6400-8 143-287-8131-6		GAS - 910 FIRST 043-390-0000-4210 GAS - 117 MACNEIL 043-390-0000-4210 GAS - 208 PARK 043-390-0000-4210	86.35 138.20 14.17
					Total :	238.72
224370	10/4/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	1244648 1684467 2023102 2971311 3642004 5124386		TRUCK WORK LIGHT ME9503 041-320-0320-4400 WORK LIGHT-ME9503 041-320-0320-4400 MISC SUPPLIES 070-383-0000-4310 GRAFFITI REMOVAL SUPPLIES 001-152-0000-4300 VACUUM FOR MECHANIC'S SHOP 041-320-0000-4310 UTILITY WAGON & MISC SUPPLIES 001-423-0000-4300	197.35 54.02 362.40 337.72 219.40 285.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224370	10/4/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)	6701514 7092403 7092404 7464341 8111084 9702167		001-424-0000-4300 017-420-1330-4300 TOOLS FOR CNG REPAIR TRUCK ME8 074-320-0000-4400 MATERIAL 001-311-0000-4300 TOOLS 001-370-0000-4300 VEHICLE DRIVE- ME9503 041-320-0320-4400 MATERIAL 001-311-0000-4300 SMALL TOOLS 001-311-0000-4300	67.74 44.08 515.94 298.72 331.80 219.40 88.07 111.26
					Total :	3,133.35
224371	10/4/2021	103903 TIME WARNER CABLE	0283057060521 10328080521		LAS PALMAS CABLE SERVICE ~ 001-420-0000-4260 CABLE - 09/05/21 - 10/04/21 001-190-0000-4220	227.67 139.70
					Total :	367.37
224372	10/4/2021	893905 TORRES-GAHM, GRACIELA	SEPT 2021	12531	CLEANING SERVICES FOR LOPEZ ADC 001-424-0000-4260	350.00
					Total :	350.00
224373	10/4/2021	887568 TRANS TECH	12054		VEHICLE MAINT- PD5563 041-320-0225-4400	1,860.00
					Total :	1,860.00
224374	10/4/2021	103444 ULTRA GREENS, INC	52310		ROSES FOR N MACLAY & EIGHTH POT 001-311-0000-4300	124.83
					Total :	124.83
224375	10/4/2021	893167 UNITED MAINTENANCE SYSTEMS	14977	12516	JANITORIAL SERVICES CITY WIDE-JUL 043-390-0000-4260	17,850.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224375	10/4/2021	893167 UNITED MAINTENANCE SYSTEMS	(Continued)			
			15001	12516	121-390-0000-4260	7,250.00
				12516	JANITORIAL SERVICES CITY WIDE-AUC	17,850.00
				12516	043-390-0000-4260	7,250.00
					121-390-0000-4260	
					Total :	50,200.00
224376	10/4/2021	103439 UPS	831954361		COURIER SERVICE	
					001-190-0000-4280	132.00
					Total :	132.00
224377	10/4/2021	103449 USA BLUE BOOK	643444		MISC. WATER SUPPLIES	
			643615	12345	070-384-0301-4300	780.94
			716541	12345	MISC. WATER SUPPLIES	164.54
			720867	12447	070-384-0301-4300	85.30
				12447	MISC. WATER SUPPLIES	244.38
					070-384-0000-4300	
					Total :	1,275.16
224378	10/4/2021	893740 UTILITY SYSTEMS SCIENCE &	1030		WASTEWATER FLOW MONITORING & S	
				12379	072-360-0000-4260	540.00
					Total :	540.00
224379	10/4/2021	889644 VERIZON BUSINESS	61407334		CITY HALL LONG DISTANCE	
			61407335		001-190-0000-4220	55.25
			61407336		CITY YARD LONG DISTANCE	
			61407337		070-384-0000-4220	16.58
			61407338		CITY HALL LONG DISTANCE	
			61407339		001-190-0000-4220	27.89
					POLICE LONG DISTANCE	
					001-222-0000-4220	133.35
					CITY YARD LONG DISTANCE	
					070-384-0000-4220	11.05
					PARKS LONG DISTANCE	
					001-420-0000-4220	16.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224379	10/4/2021	889644 VERIZON BUSINESS	(Continued)			
			61407876		CITY YARD LONG DISTANCE	
			61407887		001-310-0000-4220	5.52
					CITY HALL LINES	
					001-190-0000-4220	65.09
					Total :	331.57
224380	10/4/2021	100101 VERIZON WIRELESS-LA	9888075740		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	50.33
					001-101-0102-4220	50.33
					001-101-0108-4220	41.04
					001-105-0000-4220	55.65
					Total :	197.35
224381	10/4/2021	891531 WILLDAN ENGINEERING	00335099		ON-CALL ENGINEERING SERVICES	
				12522	024-371-0562-4600	1,235.00
				12522	001-310-0000-4270	7,799.00
			00335255		NPDES CONSULTANT SERVICES	
			335233	12346	023-311-0000-4270	9,108.18
				12522	ON-CALL ENGINEERING SERVICES	
				12522	024-371-0562-4600	7,865.00
					001-310-0000-4270	2,788.50
					Total :	28,795.68
224382	10/4/2021	889467 YOUNGBLOOD & ASSOCIATES	1562A		POLYGRAPH EXAMS	
				12460	001-222-0000-4270	300.00
					Total :	300.00
224383	10/4/2021	103752 ZUMAR INDUSTRIES, INC.	94363		SIGNS - SF REGIONAL PARK INFILTRAI	
					010-310-0620-4600	689.03
					Total :	689.03
89	Vouchers for bank code :	bank3			Bank total :	1,086,394.05
89	Vouchers in this report				Total vouchers :	1,086,394.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223747	8/5/2021	103648 CITY OF SAN FERNANDO	PR 8-6-21		REIMB FOR PAYROLL W/E 7-30-21	
					001-1003	407,546.24
					007-1003	162.15
					017-1003	13,379.99
					027-1003	2,090.68
					029-1003	3,810.10
					030-1003	1,394.08
					041-1003	5,726.54
					043-1003	17,837.03
					070-1003	36,884.62
					072-1003	20,009.71
					094-1003	144.09
					110-1003	5,862.20
					Total :	514,847.43
223749	8/9/2021	103648 CITY OF SAN FERNANDO	SPR 8-9-21		REIMB FOR SPECIAL PAYROLL W/E 8-9	
					001-1003	15,739.38
					Total :	15,739.38
223750	8/10/2021	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - AUGUST 2021	
					001-1160	10,815.83
					Total :	10,815.83
223751	8/10/2021	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - AUGUST 2021	
					001-1160	176.22
					Total :	176.22
223752	8/10/2021	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - AUGUST 2021	
					001-1160	2,228.19
					Total :	2,228.19
223753	8/10/2021	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - AUGUST 2021	
					001-1160	3,864.73
					Total :	3,864.73
223754	8/10/2021	893831 AHMED, MAHIKA	SCHOLARSHIP		SCHOLARSHIP AWARD PROGRAM	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
223754	8/10/2021	893831 AHMED, MAHIKA	(Continued)		053-2951	1,250.00
					Total :	1,250.00
223847	8/19/2021	103648 CITY OF SAN FERNANDO	PR 8-20-21		REIMB FOR PAYROLL W/E 8/13/21	
					001-1003	423,362.43
					007-1003	162.16
					017-1003	2,147.81
					027-1003	2,102.39
					029-1003	3,813.71
					030-1003	1,371.50
					041-1003	5,540.45
					043-1003	18,264.33
					070-1003	36,423.60
					072-1003	19,786.40
					094-1003	144.09
					110-1003	1,692.96
					Total :	514,811.83
223849	8/19/2021	101605 INDEPENDENT CITIES ASSOCIATION	TRAVEL		(2) REGISTRATIONS-ICA SUMMER SEM	
					001-101-0101-4370	700.00
					001-101-0104-4370	700.00
					Total :	1,400.00
223850	8/19/2021	893756 RODRIGUEZ, CELESTE	TRAVEL		PER DIEM-ICA SUMMER SEMINAR	
					001-101-0104-4370	60.00
					Total :	60.00
223851	8/19/2021	889913 BALLIN, SYLVIA	TRAVEL		PER DIEM-ICA SUMMER SEMINAR	
					001-101-0101-4370	60.00
					Total :	60.00
223852	8/19/2021	103648 CITY OF SAN FERNANDO	SPR 8-19-21		REIMB FOR SPECIAL PAYROLL W/E 8-1	
					001-1003	15,384.23
					Total :	15,384.23
12 Vouchers for bank code : bank3						Bank total : 1,080,637.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12		Vouchers in this report			Total vouchers :	1,080,637.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224187	9/1/2021	100286 BAKER, BEVERLY	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
					Total :	168.56
224188	9/1/2021	100916 DEIBEL, PAUL	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224189	9/1/2021	891041 GARCIA, CONNIE	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
224190	9/1/2021	101781 KISHITA, ROBERT	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
224191	9/1/2021	102126 MARTINEZ, MIGUEL	21-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	526.84
					Total :	526.84
224192	9/1/2021	891031 ORTEGA, JIMMIE	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224193	9/1/2021	891032 OTREMBA, EUGENE	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
224194	9/1/2021	891354 RAMIREZ, ROSALINDA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
224195	9/1/2021	102940 RUIZ, RONALD	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					Total :	691.88
224196	9/1/2021	892782 TIGHE, DONNA	21-Oct		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224196	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
224197	10/1/2021	100042 ABDALLAH, ALBERT	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,321.98
					Total :	1,321.98
224198	10/1/2021	100091 AGORICHAS, JOHN	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	206.97
					Total :	206.97
224199	10/1/2021	891039 AGUILAR, JESUS	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	505.96
					Total :	505.96
224200	10/1/2021	100104 ALBA, ANTHONY	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
224201	10/1/2021	891011 APODACA-GRASS, ROBERTA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224202	10/1/2021	100260 AVILA, FRANK	21-Oct		CALPERS HEALTH REIMB 041-180-0000-4127	1,196.68
					Total :	1,196.68
224203	10/1/2021	100306 BARNARD, LARRY	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
					Total :	879.00
224204	10/1/2021	100346 BELDEN, KENNETH M.	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,183.00
					Total :	1,183.00
224205	10/1/2021	892233 BUZZELL, CAROL	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
					Total :	168.56
224206	10/1/2021	891350 CALZADA, FRANK	21-Oct		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224206	10/1/2021	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	480.12
					Total :	480.12
224207	10/1/2021	100642 CASTRO, RICO	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,929.14
					Total :	1,929.14
224208	10/1/2021	103816 CHAVEZ, ELENA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					Total :	691.88
224209	10/1/2021	100752 COLELLI, CHRISTIAN	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58
					Total :	1,598.58
224210	10/1/2021	891014 CREEKMORE, CASIMIRA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224211	10/1/2021	893711 DAVIS, JAMES	21-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	1,734.92
					Total :	1,734.92
224212	10/1/2021	891016 DEATON, MARK	21-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	617.17
					Total :	617.17
224213	10/1/2021	100913 DECKER, CATHERINE	21-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	619.50
					Total :	619.50
224214	10/1/2021	100925 DELGADO, RALPH	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	480.12
					Total :	480.12
224215	10/1/2021	100960 DIEDIKER, VIRGINIA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224215	10/1/2021	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 238.25
224216	10/1/2021	892102 DOSTER, DARRELL	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 Total : 619.50
224217	10/1/2021	100996 DRAKE, JOYCE	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
224218	10/1/2021	100995 DRAKE, MICHAEL	21-Oct		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	119.13 119.12 Total : 238.25
224219	10/1/2021	100997 DRAPER, CHRISTOPHER	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
224220	10/1/2021	101044 ELEY, JEFFREY	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 Total : 1,751.00
224221	10/1/2021	891040 FISHKIN, RIVIAN	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
224222	10/1/2021	101178 FLORES, ADRIAN	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 Total : 1,526.76
224223	10/1/2021	101182 FLORES, MIGUEL	21-Oct		CALPERS HEALTH REIMB 043-180-0000-4127	1,526.76 Total : 1,526.76
224224	10/1/2021	892103 GAJDOS, BETTY	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	181.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224224	10/1/2021	892103 892103 GAJDOS, BETTY	(Continued)			Total : 181.48
224225	10/1/2021	891351 GARCIA, DEBRA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,478.01 Total : 2,478.01
224226	10/1/2021	891067 GARCIA, NICOLAS	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,702.64 Total : 1,702.64
224227	10/1/2021	101318 GLASGOW, KEVIN	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
224228	10/1/2021	891020 GLASGOW, ROBERT	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 Total : 370.00
224229	10/1/2021	101409 GUERRA, LAUREN E	21-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	691.88 Total : 691.88
224230	10/1/2021	891021 GUIZA, JENNIE	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
224231	10/1/2021	101415 GUTIERREZ, OSCAR	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
224232	10/1/2021	102896 GUZMAN, ROSA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 Total : 1,526.76
224233	10/1/2021	891352 HADEN, SUSANNA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	526.84 Total : 526.84

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224234	10/1/2021	101440 HALCON, ERNEST	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,269.00 1,269.00
224235	10/1/2021	891918 HARTWELL, BRUCE	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 619.50
224236	10/1/2021	101465 HARVEY, DAVID	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
224237	10/1/2021	101466 HARVEY, DEVERY MICHAEL	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,131.00 1,131.00
224238	10/1/2021	101471 HASBUN, NAZRI A.	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
224239	10/1/2021	891023 HATFIELD, JAMES	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 619.50
224240	10/1/2021	892104 HERNANDEZ, ALFONSO	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,423.24 1,423.24
224241	10/1/2021	891024 HOOKER, RAYMOND	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	893.07 893.07
224242	10/1/2021	893616 HOUGH, LOIS	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 168.56
224243	10/1/2021	101597 IBRAHIM, SAMIR	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224243	10/1/2021	101597 101597 IBRAHIM, SAMIR	(Continued)			1,526.76
224244	10/1/2021	101694 JACOBS, ROBERT	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
224245	10/1/2021	892105 KAHMANN, ERIC	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	505.96 505.96
224246	10/1/2021	101786 KLOTZSCHE, STEVEN	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	889.45 889.45
224247	10/1/2021	891866 KNIGHT, DONNA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	174.48 174.48
224248	10/1/2021	892929 LEWIS, WANDA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224249	10/1/2021	891043 LIEBERMAN, LEONARD	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
224250	10/1/2021	101933 LITTLEFIELD, LESLEY	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224251	10/1/2021	102045 LLAMAS-RIVERA, MARCOS	21-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.54 1,196.54
224252	10/1/2021	102059 MACK, MARSHALL	21-Oct		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
224253	10/1/2021	891010 MAERTZ, ALVIN	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	491.96 491.96
224254	10/1/2021	888037 MARTINEZ, ALVARO	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,972.46 1,972.46
224255	10/1/2021	102206 MILLER, WILMA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224256	10/1/2021	102212 MIRAMONTES, MONICA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
224257	10/1/2021	102232 MIURA, HOWARD	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224258	10/1/2021	892106 MONTAN, EDWARD	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 168.56
224259	10/1/2021	102365 NAVARRO, RICARDO A	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 480.12
224260	10/1/2021	102473 ORDELHEIDE, ROBERT	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,088.36 2,088.36
224261	10/1/2021	102483 OROZCO, ELVIRA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 168.56
224262	10/1/2021	102486 ORSINI, TODD	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,298.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224262	10/1/2021	102486 102486 ORSINI, TODD	(Continued)			2,298.30
224263	10/1/2021	102569 PARKS, ROBERT	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 1,751.00
224264	10/1/2021	102580 PATINO, ARMANDO	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 1,751.00
224265	10/1/2021	102527 PISCITELLI, ANTHONY	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 480.12
224266	10/1/2021	891033 POLLOCK, CHRISTINE	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 370.00
224267	10/1/2021	102735 QUINONEZ, MARIA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,196.68 1,196.68
224268	10/1/2021	891034 RAMSEY, JAMES	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	865.08 865.08
224269	10/1/2021	102864 RIVETTI, DOMINICK	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 879.00
224270	10/1/2021	102936 RUELAS, MARCO	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,377.34 1,377.34
224271	10/1/2021	891044 RUSSUM, LINDA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224272	10/1/2021	103005 SALAZAR, TONY	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 1,526.76
224273	10/1/2021	892107 SHANAHAN, MARK	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	505.96 505.96
224274	10/1/2021	891035 SHERWOOD, NINA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224275	10/1/2021	103175 SKOBIN, ROMELIA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 1,274.32
224276	10/1/2021	893677 SOLIS, MARGARITA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.98 1,177.98
224277	10/1/2021	103220 SOMERVILLE, MICHAEL	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.00 1,356.00
224278	10/1/2021	103394 TORRES, RACHEL	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224279	10/1/2021	889588 UFANO, VIRGINIA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 181.48
224280	10/1/2021	888417 VALDIVIA, LAURA	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 238.25
224281	10/1/2021	891046 VANAALST, LEONILDA	21-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	181.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224281	10/1/2021	891046 891046 VANAALST, LEONILDA	(Continued)			181.48
224282	10/1/2021	103550 VANICEK, JAMES	21-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.68 1,196.68
224283	10/1/2021	103562 VASQUEZ, JOEL	21-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	1,751.00 1,751.00
224284	10/1/2021	888562 VILLALPANDO, SEBASTIAN FRANK	21-Oct		CALPERS HEALTH REIMB 070-180-0000-4127	851.32 851.32
224285	10/1/2021	103692 VILLALVA, FRANCISCO	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	2,027.69 2,027.69
224286	10/1/2021	891038 WAITE, CURTIS	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 1,274.32
224287	10/1/2021	103612 WALKER, MICHAEL	21-Oct		CALPERS HEALTH REIMB 027-180-0000-4127	1,526.76 1,526.76
224288	10/1/2021	103620 WARREN, DALE	21-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	181.48 181.48
224289	10/1/2021	891036 WATT, DAVID	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 619.50
224290	10/1/2021	893690 WATTS, STEVE M.	21-Oct		CALPERS HEALTH REIMB 072-180-0000-4127	1,196.68 1,196.68

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224291	10/1/2021	891037 WEBB, NANCY	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	865.08
					Total :	865.08
224292	10/1/2021	103643 WEDDING, JEROME	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					Total :	619.50
224293	10/1/2021	103727 WYSBEEK, DOUDE	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224294	10/1/2021	103737 YNIGUEZ, LEONARD	21-Oct		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32
					Total :	1,274.32
98 Vouchers for bank code : bank3					Bank total :	86,377.96
98 Vouchers in this report					Total vouchers :	86,377.96

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 4, 2021

Subject: Consideration to Approve a First Amendment to the Professional Services Agreement with Tom Brohard and Associates for Traffic Engineering Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a first Amendment to the Professional Services Agreement with Tom Brohard and Associates (Attachment "A" – Contract No. 1998(a)) for traffic engineering services in an amount not-to-exceed \$40,000; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

BACKGROUND:

1. On January 21, 2021, the City advertised an informal Request for Qualifications (RFQ) for on-call traffic engineering services through December 31, 2021.
2. On February 18, 2021, the City received three statements of qualifications from experienced consulting firms. Staff reviewed the qualifications and selected Tom Brohard and Associates to provide these services based on their previous work experience in the City.
3. On March 15, 2021, the City Manager approved Contract No. 1998 (Attachment "B"), with Tom Brohard and Associates for traffic engineering services.

Consideration to Approve a First Amendment to the Professional Services Agreement with Tom Brohard and Associates for Traffic Engineering Services

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ANALYSIS:

The City evaluates its street speed limits periodically through engineering and traffic surveys, which look at a variety of data including speed, traffic volume, roadway design, traffic characteristics, and collision experience. In 2015, twenty-three (23) street segments were evaluated. After seven years, streets can be re-evaluated using aerial photography and collision data collected from the last three years. If no significant changes are noted, then the original surveys can be extended for an additional three years. At ten years, a new study must be conducted. The City has nine (9) additional street segments that were evaluated in 2012 that require these full surveys.

Tom Brohard and Associates (TBA) has provided traffic engineering services to the City since 2004. During this period, TBA has conducted numerous traffic studies and reviews related to traffic calming policies, speed surveys, and project-specific traffic designs.

On September 15, 2021, the City authorized TBA to proceed with work related to the update of twenty-three (23) engineering and traffic surveys and the re-evaluation of nine (9) street segments. The current TBA contract will expire December 31, 2021. Approval of the First Amendment will allow TBA to complete the Engineering and Traffic Survey Report for Speed Limits for 2022.

The following principal arterial and collector streets will be evaluated in this Engineering and Traffic Survey Report:

- Arroyo Avenue from North City Limit to Glenoaks Boulevard
- Arroyo Avenue from Glenoaks Boulevard to Fifth street
- Brand Boulevard from Glenoaks Boulevard to Fourth Street
- Brand Boulevard from Fourth Street to Truman Street
- Brand Boulevard from Truman Street to South City Limit
- Chatsworth Drive from San Fernando Road to South City Limit
- Eighth Street from West City Limit to Maclay Avenue
- Fifth Street from West City Limit to Maclay Avenue
- Fifth Street from Maclay Avenue to East City Limit
- First Street from Hubbard Street to Maclay Avenue
- Fourth Street from West City Limit to Maclay Avenue
- Fourth Street from Maclay Avenue to East City Limit
- Glenoaks Boulevard from West City Limit to Maclay Avenue
- Glenoaks Boulevard from Maclay Avenue to East City Limit
- Harding Avenue from North City Limit to Glenoaks Boulevard
- Harding Avenue from Glenoaks Boulevard to Fourth Street
- Harding Avenue from Fourth Street to First Street

Consideration to Approve a First Amendment to the Professional Services Agreement with Tom Brohard and Associates for Traffic Engineering Services

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- Hubbard Street from North City Limit to South City Limit
- Maclay Avenue from North City Limit to Glenoaks Boulevard
- Maclay Avenue from Glenoaks Boulevard to Truman Street
- San Fernando Mission Boulevard from Truman Street to South City Limit
- Orange Grove Avenue from North City Limit to Glenoaks Boulevard
- Orange Grove Avenue from Glenoaks Boulevard to Fourth Street
- Park Avenue from Fourth Street to First Street
- San Fernando Road from West City Limit to San Fernando Mission Boulevard
- San Fernando Road from San Fernando Mission Boulevard to Kittridge Street
- San Fernando Road from Kittridge Street to East City Limit
- Seventh Street from West City Limit to Maclay Avenue
- Truman Street from West City Limit to Maclay Avenue
- Truman Street from Maclay Avenue to East City Limit
- Workman Street from San Fernando Road to South City Limit.

The update of the engineering and traffic surveys is a critical step in ensuring that the appropriate speed limits are posted on the streets and that the Police Department are able to utilize radar or other electronic speed measuring devices for speed enforcement efforts. TBA has the knowledge and expertise to complete these studies in a timely fashion at a competitive cost.

BUDGET IMPACT:

The Fiscal Year 2021-2022 Adopted Budget includes the funds for the additional traffic engineering services. The appropriation is in the General Fund account number 001-310-0000-4270.

CONCLUSION:

It is recommended that City Council approve the First Amendment to Tom Brohard and Associates' Contract No. 1998(a) for traffic engineering services related to the Engineering and Traffic Survey Report for Speed Limits 2022 and other miscellaneous traffic related issues and execute the Amendment.

ATTACHMENTS:

- A. Contract No. 1998(a)
- B. Contract No. 1998

**CONTRACT NO. 1998(a)
ATTACHMENT "A"**

**2021
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Tom Brohard and Associates
Traffic Engineering Services**

THIS 2021 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Professional Services Agreement – Tom Brohard and Associates originally executed on 15th day of March, 2021, by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and TOM BROHARD AND ASSOCIATES, a California corporation (hereinafter, "CONSULTANT") is made and entered into this 4th day of October, 2021 ("Effective Date"). For purpose of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated March 15, 2021, and entitled "Professional Services Agreement-Tom Brohard and Associates Traffic Engineering Services", Contract No. 1998 (hereinafter, the "Master Agreement"); and

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

WHEREAS, execution of this First Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of October 4, 2021.

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

SECTION 1. The Term as defined under Section 1.2 of the Master Agreement is hereby amended to mean and refer to a term of 15 months commencing on April 1, 2021 and ending on June 30, 2022.

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 Forty Thousand Dollars (\$40,000.00).

SECTION 2. Notwithstanding anything in the Master Agreement or the First Amendment to the contrary, CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the performance scheduled entitled "Scope of Services" which is attached and incorporated hereto as Exhibit "A" of Contract 1998 (ATTACHMENT "B").

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1998(a)

Traffic Engineering Service

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SECTION 3. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 4. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY:

CONSULTANT

City of San Fernando

**TOM BROHARD AND ASSOCIATES, A
CALIFORNIA CORPORATION**

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

APPROVED AS TO FORM

Title: _____

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



PROFESSIONAL SERVICES AGREEMENT

Tom Brohard and Associates

Traffic Engineering Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of March 2021 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and TOM BROHARD AND ASSOCIATES, a 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 9 MONTHS commencing from April 1, 2021. 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 included as "Qualifications Statement and Billing Rate for 2021" and is attached and incorporated hereto Exhibit "A" (hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of Twenty Thousand Dollars (\$20,000) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting

PROFESSIONAL SERVICES AGREEMENT

Traffic Engineering Service

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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.

II. PERFORMANCE OF AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Traffic Engineering Service

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- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Tom Brohard, Owner, 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 standards of practice exercised by members of the consultant's profession under similar conditions;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

PROFESSIONAL SERVICES AGREEMENT

Traffic Engineering Service

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- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the standards of practice exercised by members of the consultant's profession under similar conditions..

- 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,

PROFESSIONAL SERVICES AGREEMENT

Traffic Engineering Service

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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. **Errors & Omissions Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

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- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

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IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person

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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 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

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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 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

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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.
- 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

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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.

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,

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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:

CONSULTANT:

Tom Brohard and Associates
81905 Mountain View Lane
La Quinta, CA 92253-7611
Attn: Tom Brohard, President/CEO
Phone: (760) 398-8885
Email: tbrohard@earthlink.net

CITY:

City of San Fernando
Public Works Department
117 Macneil Street
San Fernando, CA 91340
Attn: Matthew Baumgardner, Director of
Public Works
Phone: (818) 898-1237
Fax: (818) 361-6728

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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.
- 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.

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- 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.
- 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.

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- 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)

CONTRACT NO. 1998

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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

DocuSigned by:
By: Nick Kimball
1041FC9C27C7400...
Nick Kimball, City Manager

TOM BROHARD AND ASSOCIATES, A CALIFORNIA CORPORATION

DocuSigned by:
By: Tom Brohard
19DE253D9B1149E...
Name: Tom Brohard
Title: President/CEO

APPROVED AS TO FORM

DocuSigned by:
By: Richard Padilla
0E6768364A9F4FC...
Richard Padilla, City Attorney

Tom Brohard and Associates

February 15, 2021

Mr. Manuel Fabian
Civil Engineering Assistant II
City of San Fernando
117 Macneil Street
San Fernando, California 91340

SUBJECT: Qualifications Statement and Billing Rate for 2021

Dear Mr. Fabian:

Tom Brohard and Associates is pleased to submit this response to your February 11, 2021 email request for a Qualifications Statement and Billing Rate for 2021 to provide as-needed professional traffic engineering and transportation planning review services to the City of San Fernando.

Tom Brohard and Associates was formed in November 2000 to provide "as needed" traffic engineering and transportation planning services to public agencies. In providing these services throughout his professional career of 52+ years, Tom Brohard has focused on serving as an extension of City staff.

Tom Brohard is uniquely qualified to serve the City of San Fernando, having provided these services from February 2004 through March 2019. Tom is licensed as a Professional Civil Engineer and as a Professional Traffic Engineer in California. Tom Brohard himself will provide all the services, and other staff or sub-consultants will not be needed or used.

I am committed to continuing to work with you and the City of San Fernando by providing as-needed professional traffic engineering and transportation planning review services for 2021 and beyond as may be desired. If you should need any clarification of this statement of qualifications, please contact me.

Respectfully submitted,

Tom Brohard and Associates



Tom Brohard, PE
President/CEO

Enclosures

Qualifications Statement
Resume

81905 Mountain View Lane, La Quinta, California 92253-7611
Phone (760) 398-8885
Email tbrohard@earthlink.net

Qualifications Statement and Billing Rate for 2021 for San Fernando
February 15, 2021

STATEMENT OF QUALIFICATIONS

Tom Brohard and Associates was formed in November 2000 to provide "as needed" traffic engineering and transportation planning services to public agencies. The firm is incorporated in California as a Subchapter S Corporation. The office for Tom Brohard and Associates is located at 81905 Mountain View Lane, La Quinta, California 92253-7611, with office telephone number (760) 398-8885, mobile number of (760) 501-6661, and email of tbrohard@earthlink.net.

ASSIGNED PERSONNEL AND QUALIFICATIONS

Tom Brohard and Associates is pleased to offer the services of Mr. Tom Brohard, PE, to serve as the City Traffic Engineer for the City of San Fernando. Tom has over 52+ years of professional engineering experience. He is licensed as a Professional Traffic Engineer in California, a Professional Civil Engineer in California, and as a Professional Civil Engineer in Hawaii. Tom will perform all the traffic engineering and transportation planning work. Tom can be reached at the contact information for the firm above.

As shown on the enclosed resume, Tom has extensive experience in traffic engineering and transportation planning. During his career in both the public and private sectors, he has served as City Traffic Engineer for 16 cities throughout Southern California. Tom has personally conducted hundreds of investigations of citizen requests for various traffic control devices. During these assignments, he has successfully presented many traffic engineering reports in numerous meetings with City Councils as well as Traffic, Transportation, and Planning Commissions in these municipalities. Since forming Tom Brohard and Associates in 2000, Tom has also reviewed many traffic impact reports and environmental documents for various land development projects in California and Hawaii as well as several roadway projects in California.

Tom's service to the City of San Fernando began in February 2004 and he served the community continuously for over 15 years. With his service to the City of San Fernando as well as many other cities during his career, Tom is uniquely familiar with standards, procedures, and regulations to be followed.

CONFLICT OF INTEREST STATEMENT

Tom Brohard and Associates will not perform any work whatsoever for any other client that would be reviewed by the City Traffic Engineer of the City of San Fernando.

SCOPE OF SERVICES

The City of San Fernando desires to utilize a qualified consultant to provide professional advice regarding traffic and transportation issues. Services include

**Qualifications Statement and Billing Rate for 2021 for San Fernando
February 15, 2021**

traffic engineering, transportation planning, and review of various plans, reports, and other documents associated with capital improvement and land development projects. The services also include transportation planning associated with various private and public projects as well as traffic engineering services in response to various requests from City staff and the public. The City desires that the consultant act as an extension of City staff, serving the community with minimal direction and instruction. Timely, professional responses are paramount.

As-needed professional traffic engineering and transportation planning review services for the City of San Fernando include technical assistance and support to City staff in review of plans and documents associated with various projects. The assignment entails rapid and thorough completion of various tasks. The consultant serves as a reference and resource as questions arise regarding traffic engineering and transportation planning principles, policies, and practices.

Tom Brohard has provided the services listed below to the City. These are typical of those that can be provided upon request from Tom during 2021 and beyond as may be desired by the City.

- Review traffic engineering plans for capital improvement and development projects including signals, signing and striping, and work area traffic control.
- Provide on-call services to the City regarding traffic control devices with work including field reviews, investigation and evaluation of existing conditions, and analysis for new or modified traffic control devices including traffic signals, traffic signs, striping, pavement markings, and curb markings.
- Reviewed traffic engineering studies and reports for various capital improvement projects for traffic safety and capacity improvement grants.
- Review traffic impact and parking analyses for all land development projects; recommend conditions of approval.
- Reviews, analyzes, evaluates, and recommends traffic control devices to address concerns and various requests from the public and City staff.
- Analyze the need for and the safe operation of traffic signals, signs, striping, and pavement/curb markings; prepare work orders to implement changes.
- Review and approve temporary traffic control plans for work areas.
- Conduct engineering and traffic surveys to establish enforceable speed limits.

Billing Rate

All services provided by Tom Brohard in 2021 will be invoiced at \$275 per hour.

Tom Brohard, PE

- Licenses:** 1975 / Professional Engineer / California – Civil, No. 24577
1977 / Professional Engineer / California – Traffic, No. 724
2006 / Professional Engineer / Hawaii – Civil, No. 12321
- Education:** 1969 / BSE / Civil Engineering / Duke University
- Experience:** 50 Years
- Memberships:** 1977 / Institute of Transportation Engineers – Fellow, Life
1978 / Orange County Traffic Engineers Council - Chair 1982-1983
1981 / American Public Works Association – Life Member

Tom is a recognized expert in the field of traffic engineering and transportation planning. His background also includes responsibility for leading and managing the delivery of various contract services to numerous cities in Southern California.

Tom has extensive experience in providing transportation planning and traffic engineering services to public agencies. In addition to conducting traffic engineering investigations for Los Angeles County from 1972 to 1978, he has previously served as City Traffic Engineer in the following communities:

- Bellflower 1997 - 1998
- Bell Gardens 1982 - 1995
- Big Bear Lake..... 2006 - 2015
- Indio..... 2005 - 2019
- Huntington Beach 1998 - 2004
- Lawndale..... 1973 - 1978
- Los Alamitos 1981 - 1982
- Oceanside..... 1981 - 1982
- Paramount 1982 - 1988
- Rancho Palos Verdes 1973 - 1978
- Rolling Hills 1973 - 1978, 1985 - 1993
- Rolling Hills Estates 1973 - 1978, 1984 - 1991
- San Fernando..... 2004 - 2019
- San Marcos..... 1981
- Santa Ana 1978 - 1981
- Westlake Village 1983 - 1994

During these assignments, Tom has supervised City staff and directed other consultants including traffic engineers and transportation planners, traffic signal and street lighting personnel, and signing, striping, and marking crews. He has secured over \$10 million in grant funding for various improvements. He has managed and directed many traffic and transportation studies and projects. While serving these communities, he has personally conducted investigations of hundreds of citizen requests for various traffic control devices. Tom has also successfully presented numerous engineering reports at City Council, Planning Commission, and Traffic Commission meetings in these and other municipalities.

Tom Brohard and Associates

Tom Brohard, PE, Page 2

In his 14 years of service to the City of Indio, Tom accomplished the following:

- ❖ Oversaw preparation and adoption of the 2008 Circulation Element Update of the General Plan including development of Year 2035 buildout traffic volumes, revised and simplified arterial roadway cross sections, and reduction in acceptable Level of Service criteria under certain conditions.
- ❖ Oversaw preparation of fact sheets/design exceptions to reduce shoulder widths on Jackson Street and on Monroe Street over I-10 as well as justifications for protected-permissive left turn phasing at I-10 on-ramps, the first such installations in Caltrans District 8 in Riverside County; reviewed plans and provided assistance during construction of both \$2 million projects to install traffic signals and widen three of four ramps at these two interchanges under Caltrans encroachment permits.
- ❖ Reviewed traffic signal, signing, striping, and work area traffic control plans for the County's \$45 million I-10 Interchange Improvement Project at Jefferson Street.
- ❖ Reviewed traffic impact analyses for Project Study Reports evaluating different alternatives for buildout improvements of the I-10 Interchanges at Jefferson Street, Monroe Street, Jackson Street and Golf Center Parkway.
- ❖ Oversaw preparation of plans, specifications, and contract documents and provided construction assistance for over 70 traffic signal installations and modifications.
- ❖ Reviewed and approved over 2,000 work area traffic control plans as well as signing and striping plans for all City and developer funded roadway improvement projects.
- ❖ Oversaw preparation of a City-wide traffic safety study of conditions at all schools.
- ❖ Obtained \$47,000 grant from the California Office of Traffic Safety and implemented the City's Traffic Collision Database System. Annually reviews "Top 25" collision locations and provides traffic engineering recommendations to reduce collisions.
- ❖ Prepared over 1,500 work orders directing City forces to install, modify, and/or remove traffic signs, pavement and curb markings, and roadway striping.
- ❖ Oversaw preparation of engineering and traffic surveys to establish enforceable speed limits on over 500 street segments.
- ❖ Reviewed and approved traffic impact studies for more than 35 major projects and special events including the annual Coachella and Stagecoach Music Festivals.
- ❖ Developed and implemented the City's Golf Cart Transportation Program.

Since forming Tom Brohard and Associates in 2000, Tom has reviewed many traffic impact reports and environmental documents for various development projects. He has provided expert witness services and also prepared traffic studies for public agencies and private sector clients.

Tom Brohard and Associates

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: October 4, 2021

Subject: Consideration to Approve an Amendment to the Master Agreement with Hinderliter, de Llamas and Associates to Provide COVID-19 Relief and Economic Recovery Program Administration Services Related to the American Rescue Plan Act Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Determine that it is in the City's best interest to waive formal purchasing procedures pursuant to Section 2-851 of the San Fernando City Code due to the unique nature of the services being provided and the specialized qualifications of the proposed professional services firm;
- b. Approve an Amendment to the Master Agreement with Hinderliter, de Llamas and Associates (Attachment "A" – Contract No. 2000(a)) to provide COVID-19 Relief and Economic Recovery Program Administration Services for the City's American Rescue Plan Act Funds; and
- c. Authorize the City Manager, or designee, to make non-substantive changes and execute the Amendment and all related documents.

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 broadband improvements. Funds cannot be used for offsetting a tax cut or fund pension costs.

Consideration to Approve an Amendment to the Master Agreement with Hinderliter, de Llamas and Associates to Provide COVID-19 Relief and Economic Recovery Program Administration Services Related to the American Rescue Plan Act Funds

Page 2 of 3

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.
5. On September 7, 2021, City Council accepted ARPA funds, appropriated \$250,000 to fund COVID-19 response expenditures, and directed staff to move forward with engaging a professional services firm to assist with administration of the ARPA funds.
6. Staff requested, and received, proposals from two firms that provide professional administrative services: 1) Hinderliter, de Llamas and Associates (HdL), and 2) Michael Baker International (MBI).

ANALYSIS:

Through ARPA, the City of San Fernando will receive significant funding to be used for economic stimulus to address impacts from the COVID-19 pandemic. As is the case with most federal funding sources, there are eligibility and reporting requirements associated with the expenditure of these funds, which can be complex and cumbersome. To assist the City with developing a clear strategy for expending ARPA funds, determine eligibility of certain projects/programs, and comply with reporting requirements, City Council authorized staff to engage a professional services firm to provide COVID-19 Relief and Economic Recovery Program Administration Services.

Staff reached out to known firms that have the capability to provide the following services:

- Assist the City in calculating revenue loss per ARPA requirements.
- Assist the City in developing a Recovery Strategy using ARPA funds to ensure a robust recovery from COVID-19.
- Evaluate 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.
- Participate in community engagement related to ARPA, including community surveys and town hall meetings, to receive feedback on needs from businesses and residents.
- Assist 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.

Consideration to Approve an Amendment to the Master Agreement with Hinderliter, de Llamas and Associates to Provide COVID-19 Relief and Economic Recovery Program Administration Services Related to the American Rescue Plan Act Funds

Page 3 of 3

The City received proposals from HdL (Attachment “A,” Exhibit “A”) and MBI (Attachment “B”). Both firms currently provide administrative services for various City programs.

After reviewing the proposals from both firms, staff recommends that City Council award a contract to HdL to provide ARPA Administrative Services due to their competitive pricing and current experience providing ARPA services for twelve (12) other California cities. Additionally, HdL is uniquely positioned to develop a recovery strategy as they currently have access to the City’s sales tax, property tax, and business license data through a Sales, Use and Transactions Tax Audit and Information Services Agreement with the City (Attachment “A”, Exhibit “B”).

Due to the unique nature of the services being requested, and with time being of the essence to ensure that the City has sufficient time to develop and execute an Economic Recovery Strategy before ARPA funds expire in 2024, staff recommends that City Council determine that it is in the City’s best interest to waive formal purchasing procedures pursuant to Section 2-851 of the San Fernando City Code and award a contract based on the two informal proposals received from qualified firms.

BUDGET IMPACT:

On September 7, 2021, City Council adopted a Resolution appropriating \$137,122 in ARPA funds in FY 2021-2022 to fund the current year COVID-19 response effort. The proposed Amendment will be funded initially through this existing appropriation. An additional appropriation for ARPA Administrative Services will be included during the mid-year, or FY 2022-2023 budget process, if necessary.

CONCLUSION:

Staff recommends that City Council determine it is in the City’s best interest to waive formal bidding requirements and approve the Amendment to the Master Agreement with HdL to provide COVID-19 Relief and Economic Recovery Administration Services.

ATTACHMENTS:

- A. Contract No. 2000(a)
 - a. Exhibit A: HdL Proposal
 - b. Exhibit B: Master Agreement
- B. MBI Proposal



FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

Hinderliter, de Llamas and Associates

Sales, Use and Transactions Tax Audit and Information Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Sales, Use and Transactions Tax Audit and Information Services" Contract No. 2000 dated September 1, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 20th day of September, 2021 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and HINDERLITER, de LLAMAS AND ASSOCIATES a California Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

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

WHEREAS, execution of the Master Agreement was executed by the Parties on September 1, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "B");

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment;

WHEREAS, the Parties now wish to modify the Master Agreement by expanding the Scope of Services to include the COVID-19 Relief and Economic Recovery Program Administration services per the American Rescue Plan Act (ARPA);

WHEREAS, the Parties further wish to modify the Master Agreement by increasing compensation by an additional Not-To-Exceed Sum of \$70,000 as consideration for the additional services; and

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 SERVICES set forth under Section II of the Master Agreement shall be amended to add Section II-D, "COVID-19 RELIEF AND ECONOMIC RECOVERY PROGRAM ADMINISTRATION" and include the services identified in Exhibit "A" to this First Amendment.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**Sales, Use and Transactions Tax Audit and Information Services**Page 2 of 2

SECTION 2. The CONSIDERATION set forth under Section IV of the Master Agreement shall be amended to add Section IV-F, which shall read "CONTRACTOR shall provide COVID-19 relieve and economic recovery program administration services per the American Rescue Plan Act (ARPA) described in Section II-D, for an amount Not-To-Exceed \$70,000 and billed hourly based on actual time worked pursuant to the hourly rates identified in Exhibit "A." Invoices will be provided in accordance with the Master Agreement.

SECTION 3. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. This First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents. In the event of a conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 4. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY:**City of San Fernando**

By: _____

Nick Kimball, City Manager

CONSULTANT:**Hinderliter, de Llamas and Associates**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Richard Padilla, Assistant City Attorney

City of San Fernando –
Proposal & Qualifications for
COVID-19 Relief & Economic
Recovery Program
Administration for American
Rescue Plan Act



Submitted By:

HdL ECONsolutions

120 S. State College Blvd., Suite 200

Brea, CA 92821

www.hdlcompanies.com

Contact:

Barry Foster, Principal/Managing Director

714.879.5000

bfoster@hdlcompanies.com



City of San Fernando-Proposal/Qualifications for COVID-19 Relief & Economic Recovery Program Administration
9/2/2021

I. LETTER OF TRANSMITTAL

September 2, 2021

RE: Proposal/Qualifications for COVID-19 Relief & Economic Recovery Program Administration

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

Nick:

Thank you for the opportunity to present a proposal, as well as our qualifications to the City of San Fernando to assist with COVID-19 Relief and Economic Recovery Program Administration per the American Rescue Plan Act (ARPA). Hinderliter de Llamas Associates (HdL) is a 37-year old consulting firm with a corporate office in Brea California, along with offices in Pleasanton and Fresno, as well as offices outside of California in Texas, Colorado, Georgia and Alabama. HdL is a highly respected consulting firm working in sales tax, property tax, tax & fee administration, revenue analysis, economic development and cannabis management. Presently, HdL provides sales tax, property tax and business license services to San Fernando. HdL ECONSolutions was formed by HdL in 2014 to provide a variety of economic development products, services and special projects in further serving local governments. HdL ECONSolutions has done work for 130 local governments in California and presently is working for 27 California cities and a few private sector developers on a variety of economic development related services. Additionally, HdL is assisting twelve cities with ARPA including Los Altos, Lafayette, Oakley, Hawthorne, Canyon Lake, Marina, San Leandro, Lodi, Hercules, Pinole, Laguna Hills and El Monte, along with a number more coming on board soon.

HdL ECONSolutions is well positioned to assist San Fernando with developing a Strategy for COVID-19 relief and use of federal stimulus funding from the American Rescue Plan Act (ARPA), as well as administration of programs related to this program. During the past year, HdL ECONSolutions has worked with several cities to deal with the COVID-19 Pandemic and the negative economic impact it has delivered to cities and especially their business communities. HdL ECONSolutions has prepared Economic Recovery Action Plans for the California cities of Eastvale, Menlo Park and Pacific Grove, as well as reopening plans for Calimesa and Cupertino. Additionally, we have assisted in several small business relief grant programs to deal with COVID-19 and the Pandemic. Again, we're also presently working with 12 cities with ARPA support including Los Altos, Lafayette, Oakley, Hawthorne, Canyon Lake, Marina, San Leandro, Hercules, Pinole, Laguna Hills and El Monte.

Please feel free to call me if you have questions or require additional information. I can be reached at 951.233.0414 or by email at bfoster@hdlcompanies.com. If HdL ECONSolutions is selected to do the work in San Fernando, I will serve as the Project Manager, with staff support from two highly qualified Senior Advisors and an Analyst.

Sincerely,



Barry Foster
Principal/Managing Director

II. KEY PERSONNEL

Team of Professionals for the San Fernando Project

For the San Fernando project, HdL ECONSolutions will use a team of four professionals that have more than 80 years of experience working in economic development and public administration.

HdL ECONSolutions Team

Barry Foster

Barry Foster has more than 35 years of local government experience including 30 years in Southern California working for the cities of Moreno Valley, Rancho Mirage, Monrovia, and Loma Linda, as well as nearly 7 years with the HdL Companies. Mr. Foster has more than 29 years of economic development experience. As a Principal & Managing Director with HdL, Barry Foster started the ECONSolutions Division for HdL and has worked with 130 local governments in a variety of economic development related services. Additionally, he worked as a Development Consultant with five developers and retail advisors in Southern California. Over the years, he has helped facilitate more than 32 million square feet of new development projects including logistics-distribution, shopping centers, commercial retail/office, medical-healthcare, hotels, and auto centers. Mr. Foster is member of the International Council of Shopping Centers, as well as being a past President of the Municipal Management Assistants of Southern California (MMSASC). He holds a Bachelor of Science degree from Minnesota State University- Mankato and a Master of Public Administration degree from the University of Kansas.

Angela Tsui

Angela Tsui came to work for HdL in 2019 as a Senior Advisor working out the Pleasanton office. Before working for HdL, Ms. Tsui worked over 22 years in the public sector, including for the cities of Fremont and Cupertino, where she was the Economic Development Manager for 7 years. With HdL ECONSolutions, Angela has worked on numerous studies and is the primary economic development staffing person for the cities of Cupertino and Menlo Park. Additionally, Angela has recently worked on Economic Recovery Action Plans for the cities of Eastvale, Menlo Park and Pacific Grove, as well as numerous programs and issues related to the Pandemic and economic recovery efforts in Cupertino. Angela holds a Bachelor of Arts degree in Political Science from the University of California-Berkley.

Sandy Meyer

Sandy Meyer joined HdL in 2021 as a Senior Advisor. Ms. Myer worked for 32 years for the City of Walnut Creek in planning and economic development, including her last 11 years as the Community & Economic Development Director.

Fienna Cheng

Fienna Cheng joined HdL early in 2020 as an Analyst and works on a variety of analytics and revenue analysis project, as well as supporting the divisions administration needs. Ms. Cheng has experience in the private sector in the healthcare and insurance industries. Fienna received a Bachelor of Arts in Economics from the University of California Irvine.

City of San Fernando-Proposal/Qualifications for COVID-19 Relief & Economic Recovery Program Administration
9/2/2021

III. QUALIFICATIONS AND SCOPE OF WORK

Qualifications

HdL and the HdL ECONSolutions Team are uniquely qualified to assist the City of San Fernando with work related to COVID-19 relief and formulating an economic recovery program, along with administration support with funding coming from the American Rescue Plan Act (ARPA).

- HdL ECONSolutions has significant experience working with California cities to help deal with the COVID-19 Pandemic and economic recovery efforts including working on Economic Recovery Action Plans (ERAP's) for the cities of Eastvale, Menlo Park and Pacific Grove, as well as numerous small business grant programs and focused economic recovery strategies. HdL is currently assisting twelve cities with ARPA support including Los Altos, Lafayette, Oakley, Hawthorne, Canyon Lake, Marina, Lodi, San Leandro, Hercules, Pinole, Laguna Hills and El Monte, along with several more cities coming on board soon.
- HdL ECONSolutions is recognized as one of the leading consultants in the economic development field in California, having worked with 130 local governments on a variety of programs and projects during the past 7 years.
- The HdL ECONSolutions Team is highly experienced in economic development and brings over 80 years of experience in economic development, along with working for and with cities. Barry Foster, a Principal and Managing Director with HdL will serve as the Project Manager.
- HdL is a premiere consulting firm in California presently working with over 400 local governments and is recognized as a leader in sales tax and property tax management, budgeting and revenue projections, tax & fee administration, economic development and cannabis management.

References

The following is a sampling of references appropriate for the San Fernando project.

City of Lafayette (ARPA Client)

- Niroop Srivatsa, City Manager 925.299.3206

City of Hawthorne (ARPA Client)

- Felice Lopez, Finance Director 310.349.2923

City of Menlo Park (ED Staffing Services & Economic Recovery Action Plan)

- Starla Jerome-Robinson, City Manager 650.330.6610

City of Oakley (ARPA Client)

- Joshua McMurray, Interim City Manager 925.625.7004

City of Pacific Grove (ED Staffing Services & Economic Recovery Action Plan)

- Ben Harvey, City Manager 213.364.2699

City of San Fernando-Proposal/Qualifications for COVID-19 Relief & Economic Recovery Program Administration
9/2/2021

Scope of Work

The following represents the scope of work for the project:

HdL ECONSolutions believes the most effective scope of work for the project in San Fernando for ARPA should focus on formulating a comprehensive COVID-19 Relief & Economic Recovery Program for both near term and lasting economic recovery, including the following components.

Task 1

- Assist the City in calculating revenue loss per ARPA requirements.
- Assist the City in developing a Recovery Strategy (the 'Strategy') for the American Rescue Plan Act (ARPA) to ensure a robust recovery from the COVID-19 Pandemic. Includes participation in ad hoc committee meetings and city council meetings.

Task 2

- Screen and evaluate ARPA expenditures and serve as on-call resource to the City Manager to ensure that desired ARPA expenditures are appropriate/consistent with ARPA rules and guidelines.
- Attend any necessary meetings regarding collaborative efforts for regional ARPA eligible projects, including providing updates, overviews and recommendations to the City Manager.
- As needed, participate in community engagement or meetings related to ARPA.
- Provide research and accurate determinations of the eligibility of ARPA fund expenditures per U.S Treasury rules. Assist in the development of protocols and systems that ensure expenditures are appropriate for ARPA funding, including drafting local rules/guidelines and program specifications for ARPA funding plans.
- Assist city staff in establishing appropriate procedures for using, tracking, coding and reporting ARPA expenditures to the Federal Government. Provide assistance to city staff, as necessary, with any preparation of an audit or ARPA compliance reports during the timeframe of ARPA—through December 31, 2024

IV. COMPENSATION

Understanding the effort/commitment to undertake the two tasks identified above is challenging to do so on a fixed fee, so HdL is recommending doing the work on an hourly basis, with a not-to-exceed amount.

Task 1

Not-to-exceed amount of \$20,000

Task 2

Not-to-exceed amount of \$50,000

Hourly Consulting Rates

<i>Staff Position</i>	<i>Hourly Rate</i>
<i>Principal</i>	\$250
<i>Sr. Advisor</i>	\$180
<i>Analyst</i>	\$125

Total Compensation – Not-to-Exceed \$70,000

**AGREEMENT FOR SALES, USE AND TRANSACTIONS TAX AUDIT AND
INFORMATION SERVICES**

This Agreement is made and entered into as of the day of September 1, 2017 (the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation hereinafter called ("CITY"), and HINDERLITER, de LLAMAS AND ASSOCIATES a California Corporation, hereinafter called ("CONTRACTOR").

I. RECITALS

WHEREAS, sales, use and transactions tax (sometimes collectively referred to herein as "sales and use tax") revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors; and

WHEREAS, an effective program of sales and use tax management will improve identification of economic opportunities; provide for more accurate sales and use tax forecasting; and assist in related revenue collections; and

WHEREAS, CITY desires the combination of data entry, report preparation and analysis necessary to effectively manage its sales and use tax base; the recovery of revenues erroneously allocated to other jurisdictions and allocation pools; and to maximize its financial and economic planning; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the sales and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

II. SERVICES

The CONTRACTOR shall perform the following services (collectively, the "Services"):

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 1989-1990 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to

generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

2. CONTRACTOR shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONTRACTOR shall meet quarterly with CITY.
3. CONTRACTOR shall additionally provide, following each calendar quarter, a summary analysis for the CITY to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze CITY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.
4. CONTRACTOR shall make available to CITY staff CONTRACTOR's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Board of Equalization and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONTRACTOR shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the CITY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors,

misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. CONTRACTOR shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.
3. CONTRACTOR shall (i) prepare and submit to the Board of Equalization information for the purpose of correcting allocation errors that are identified; and (ii) follow-up with individual businesses and the State Board of Equalization to promote recovery by the CITY of back or prospective quarterly payments that may be owing.
4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR may so advise CITY and work with those businesses and the CITY to encourage such changes.

C. CONSULTING AND OTHER OPTIONAL SERVICES

CONTRACTOR may, from time to time in its sole discretion, consult with CITY staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax; (ii) utilization of reports to enhance business license collection efforts; and (iii) sales tax projections for proposed annexations, economic development projects and budget planning. In addition to the foregoing optional consulting services, CONTRACTOR may, from time to time in its sole discretion, perform other optional Services, including without limitation, negotiating/review of tax sharing agreements, establishing purchasing corporations, and meeting with taxpayers to encourage self-assessment of use tax.

III. TERM

This Agreement shall have a term of five (5) years, commencing from the Effective Date (hereinafter,

"Term"). At the CITY's sole and absolute discretion, the Agreement may be extended for up to an additional two (2) years by providing CONTRACTOR with written notification thirty (30) days prior to the expiration of the initial Term of the Agreement. Nothing in this Section is intended to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time, with or without cause.

IV. CONSIDERATION

- A. CONTRACTOR shall provide the sales tax and economic analysis Services described in Section II-A above for a fee of FOUR HUNDRED FIFTY DOLLARS (\$450) per month for the first two years of the Term of this Agreement, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. After two years, the monthly fee shall increase annually by the percentage increase in the "CPI" for the preceding twelve-month period. In no event, shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by CONTRACTOR. The annual increase shall take effect on the first day of the month following the Effective Date.
- B. CONTRACTOR shall be further paid 15% of all new and recovered sales, use and transactions tax revenue received by the CITY as a result, in whole or in part, of the allocation audit and recovery services described in Section II-B above (hereafter referred to as "audit fee"), including without limitation, any reimbursement or other payment from any state fund and any point of sale misallocations.
- C. CONTRACTOR shall invoice CITY for any consulting and other optional Services rendered to CITY in accordance with Section II-C above based on the following hourly rates on a monthly or a quarterly basis, at CONTRACTOR's option. All such invoices shall be payable by CITY no later than 30 days following the invoice date. CITY shall not be invoiced for any

consulting Services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

Principal	\$295 per hour
Programmer	\$250 per hour
Senior Analyst	\$195 per hour
Analyst	\$100 per hour

CONTRACTOR may change such hourly rates from time to time upon not less than 30 days' prior written notice to CITY.

- D. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).
- E. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

V. CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION

- A. Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the State Board of Equalization. Section 7056 specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales and Use Tax records.
- B. The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:
 - 1. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Board of Equalization provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et. seq.
 - 2. CONTRACTOR is required to disclose information contained in, or derived from, those

sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

3. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.
4. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Board of Equalization records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code.

The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

- C. Software Use. CONTRACTOR hereby provides authorization to CITY to access CONTRACTOR's Sales Tax website if CITY chooses to subscribe to the software and reports option. The website shall only be used by authorized CITY staff. No access will be granted to any third party without explicit written authorization by CONTRACTOR. CITY shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by CITY of said software, or any right of CITY to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all CITY staff website logins shall be deactivated.
- D. Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in CONTRACTOR's business, including without limitation: CONTRACTOR's (i) computer or

data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, CITY shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by CITY in connection with this Agreement. The obligations imposed by this Section IV-D shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section IV-D shall not apply to any information that is public information.

VI. CITY MATERIALS AND SUPPORT

CITY shall adopt a resolution in a form acceptable to the State Board of Equalization and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales tax records of CITY. CITY further agrees to provide any information or assistance that may readily be available such as business license records within the CITY and to provide CONTRACTOR with proper identification for contacting businesses. CITY further agrees to continue CONTRACTOR's authorization to examine the confidential sales tax records of the CITY by maintaining CONTRACTOR's name on the CITY resolution or by providing copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the State Board of Equalization and any audit fee owing to CONTRACTOR has been paid.

VII. LICENSE, PERMITS, FEES AND ASSESSMENTS

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the Services. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

VIII. TERMINATION

- A. TERMINATION WITHOUT CAUSE. This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and

specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR may continue to perform Services through the date of termination. Following termination of this Agreement, CITY shall continue to timely pay CONTRACTOR's invoices for Services performed and not paid for prior to termination.

B. EVENTS OF DEFAULT; BREACH OF AGREEMENT

1. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will 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 will be cured, which will not be less than the applicable cure period set forth under Sections 8.2B and 8.2C 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 will 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.
2. CONSULTANT will cure the following Events of Defaults within the following time periods:
 - i. Within ten (10) 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 10-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 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section VII.B.2.i. that exceeds seven (7) calendar days from the end of the initial 10-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 will be under no obligation to grant additional time for the cure of an Event of Default under this Section VII.B.2.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will 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 applicable to CONSULTANT'S work under this Agreement; (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.

3. CITY will 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, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
4. 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 will 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 will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
5. No waiver of any Event of Default or breach under this Agreement will 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 will give the other Party any contractual rights by custom, estoppel, or otherwise.
6. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will 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 will 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.

7. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will 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. CITY will be liable for all legal fees plus other costs and expenses that the CONSULTANT incurs upon a breach of the Agreement or in the CONSULTANT's exercise of its remedies under this Agreement.

- C. SCOPE OF WAIVER. No waiver of any default or breach under this Agreement will 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 will give the other Party any contractual rights by custom, estoppel, or otherwise.
- D. 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 will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this

Agreement.

IX. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

X. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

XI. INSURANCE

CONTRACTOR shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, where required by CITY, CONTRACTOR shall name the CITY as an additional insured on CONTRACTOR's comprehensive general liability policy and provide a Certificate of insurance.

1. Worker's Compensation and Employer's Liability. In accordance with applicable law.
2. Comprehensive General Liability. Bodily injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.
3. Comprehensive Automobile Liability. Bodily injury liability coverage of \$1,000,000 for each accident.
4. Errors and Omissions. In addition to any other insurance required by this Agreement, CONTRACTOR shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.

XII. INDEMNIFICATION

CONTRACTOR hereby agrees to, and shall hold CITY, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage

which may arise from CONTRACTOR's willful or negligent acts, errors or omissions or those of its employees or agents. CONTRACTOR agrees to and shall defend CITY and its elective and appointive boards, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid willful or negligent acts, errors or omissions.

CITY hereby agrees to, and shall hold CONTRACTOR, its officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CITY's negligent acts, errors or omissions including misuse or improper disclosure of confidential information contained in reports submitted by contractor under this Agreement. CITY agrees to and shall defend CONTRACTOR and its officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions and/or misuse or improper disclosure of confidential information.

XIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of law provisions). If any legal action is necessary to enforce or interpret this Agreement, the parties agree that such action shall be brought in the Superior Court for the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California, Western Division. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

XIV. ATTORNEYS' FEES

If any party hereto brings an action or proceeding under this Agreement or to declare rights hereunder, the Prevailing Party in any such proceeding, action, or appeal thereon shall be entitled to recover all reasonable fees, costs and expenses, including reasonable attorneys' fees. Such fees, costs and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. "Prevailing Party" shall mean and include, without limitation, a

party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

XV. SEVERABILITY; NO WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

XVI. NOTICES

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 1340 Valley Vista Drive, Suite 200, Diamond Bar, CA 91765; and notices to CITY shall be sent to CITY OF SAN FERNANDO, 117 Macneil Street, San Fernando, CA 91340.

XVII. ENTIRE AGREEMENT; ETC.

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto.

This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

XVIII. COUNTERPARTS; AUTHORITY TO SIGN

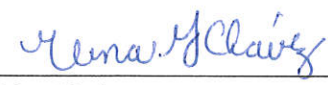
This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in their behalf.

CITY:

CITY OF SAN FERNANDO


City Manager


City Clerk

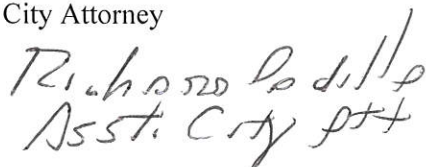
CONTRACTOR:

HINDERLITER, DE LLAMAS & ASSOCIATES
A California Corporation

By: 
Andrew Nickerson, President

APPROVED AS TO FORM:


City Attorney


Richard Padilla
Asst. City Att



September 21, 2021

Nick Kimball, City Manager
CITY OF SAN FERNANDO
117 Macneil Street
San Fernando, California 91340

RE: SCOPE OF WORK AND COST PROPOSAL FOR ADMINISTRATION OF THE CITY OF SAN FERNANDO'S AMERICAN RESCUE PLAN ACT ALLOCATION

Dear Mr. Kimball:

Thank you for the opportunity to provide a scope of services and cost proposal to the City of San Fernando to administer its American Rescue Plan Act (ARPA) allocation. Our proposed scope of work and fee for these services are outlined below.

SCOPE OF WORK

Our proposed scope of work includes the following tasks as:

- 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 assisting with preparation for an audit or ARPA compliance reports during the ARPA timeframe.

BUDGET

It is our understanding the City will receive \$5,818,339 in its ARPA allocation. Further, it is also our understanding that 10% of this allocation may be set aside for administration. Michael Baker proposes a not-to-exceed cost of \$581,834 to provide the services listed above under the Scope of Work.

A list of hourly billing rates is included as Attachment A.

PERSONNEL

The following Michael Baker staff will perform the proposed work:

Damien Delaney

Department Manager – Housing

(562) 200-7177

ddelaney@mbakerintl.com

Micheal Neal

Project Manager - Housing

(909) 261-2770

mneal@mbakerintl.com

Shannon Andrews

Technical Specialist III - Housing

(562) 202-0893

shannon.andrews@mbakerintl.com

Derek Wong

Department Manager – Public Finance

(530) 601-2508

dwong@mbakerintl.com

Dino Serafini

Project Manager – Planning

(619) 218-9578

dserafini@mbakerintl.com

We believe that this proposal is responsive to the City's needs and that the services being offered by Michael Baker will fulfill the City's needs in a comprehensive, well-integrated, and cost-effective manner. This proposal and the price quotations contained herein are firm and irrevocable for one year following consultant selection.

City of San Fernando

Scope of Work and Cost Proposal for Administration of American Rescue Plan Action Allocation

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We sincerely appreciate the opportunity to submit this scope of services and cost proposal and look forward to assisting the City with the administration and implementation of its ARPA allocation. If you have any questions regarding this proposal, please contact Micheal Neal at (909) 261-2770 or mneal@mbakerintl.com.

Sincerely,

Micheal Neal
Project Manager

Attachment A:	Billing Rates Sheet
Attachment B:	References

ATTACHMENT A
BILLING RATES SHEET

Personnel	Hourly Rate
Damien Delaney	\$175
Micheal Neal	\$140
Shannon Andrews	\$140
Derek Wong	\$180
Dino Serafino	\$170

City of San Fernando

Scope of Work and Cost Proposal for Administration of American Rescue Plan Action Allocation

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**ATTACHMENT B
REFERENCES**

City of San Fernando

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Cost of Services/Revenue Recovery Study, Dinuba CA	
Client: City of Dinuba Client Contact: George Avila Phone: (559) 591-5924 E-Mail: GAvila@dinuba.ca.gov	Description: Michael Baker conducted a comprehensive study of the City's costs to provide services to the public in a number of areas: Public Works, Engineering and Planning services and review and issuance of building permits. Our methodology included a review and analysis of the City's budget and departmental costs, allocating indirect and support department overhead, and calculating the fully burdened compensation rates for each staff member involved in providing direct services. Staff surveys were conducted to estimate the average time needed to meet with customers, prepare staff reports, issue permits and perform inspections. A fee schedule was created that considered the level of cost recovery for each service based on the nature of the service and the benefits derived by the community in performing the service.
Cost of Services/Revenue Recovery Study, Pinole CA	
Client: City of Pinole CA Client Contact: Hector De La Rosa Phone: (510) 741-3864 E-Mail: hdelarosa@ci.pinole.ca.us	Description: The City had not completed a comprehensive review and update of its Master Fee Schedule in nearly 10 years when Michael Baker was selected to make recommendations for all Planning and Building, Fire Department, Recreation Division fees, and to propose a cost recovery plan for the City's cable access television service. Starting from the City's salary and benefits matrix, we prepared a fully burdened rate model for over 30 staff positions. The FBR includes total compensation (salary + benefits, department direct costs, overhead in the form of support services (Human Resources, City Attorney, Administration and Information Services and Facilities Maintenance). Staff members were asked to complete a survey of the average hours spent on fee programs. We compared the aggregated FBR x hours for each program with the cost and revenues of the programs reported in the City's budget to identify where lost revenue could potentially be recovered through a reasonable increase in selected fees.
State Lands Sea Level Rise Assessment, Monterey CA	
Client: City of Monterey Client Contact: Kimberly Cole Phone: (831) 646-3759 E-Mail: cole@monterey.org	Description: The State of California Lands Commission requires that granted tidelands trustees assess the fiscal and financial cost of the impact of expected sea-level rise on the tideland's properties. Michael Baker International estimated the potential lost revenue to the City of Monterey from anticipated damage to the Monterey Aquarium, hotels, retail, and pier facilities located within the tidelands area. Direct

City of San Fernando

Scope of Work and Cost Proposal for Administration of American Rescue Plan Action Allocation

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	<p>impacts include loss of transient occupancy tax, tidelands lease revenues, sales, and property taxes, all due to significant damage and closure of major attractions and the consequent loss of visitor-days. We also conducted an economic output analysis on the general city and county economies using the IMPLAN model, which quantifies the lost output and employment that would occur because of extensive damage to the Aquarium and Fisherman's Wharf.</p>
<p>CDBG Administration, Norwalk CA</p> <p>Client: City of Norwalk Client Contact: John P. Ramirez Phone: (562) 929-5745 E-Mail: jramirez@norwalkca.org</p>	<p>Description: Michael Baker is responsible for consultation and administration of the CDBG process for Economic Development and Housing. We ensured that HUD requirements for their Analysis of Impediments to Fair Housing (AI), 2020-2025 Consolidated Plan, and Annual Action Plan were met, including community outreach and stakeholder interviews. Additionally, we provided presentation material and staff reports for Council Meetings. Conducted CDBG Monitoring to ensure funded organizations are meeting all HUD regulations and provide recommendations to City Staff. As part of the services, we provided to the City of Norwalk for their Consolidated Planning process Michael Baker spearheaded five public meetings/hearings and our staff reached out to key stakeholders for 1:1 interview and focus groups and led a citywide Housing Summit. We also created and distributed comprehensive online and paper housing surveys for the City of Norwalk. To create the Consolidated Plan, we collected and analyzed data from organizations, the City, regional groups, the current CENSUS information. We also did a complete Housing and Homeless Needs Assessment comparing local needs with existing resources and including assessments of the general housing needs of the City of Norwalk. Michael Baker also developed a Housing Market Analysis to confirm with the Final Rule for the HOME Program under 24 CFR Part 92.</p> <p>Michael Baker is currently managing the local administration of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding for the City of Norwalk. This includes responding to inquiries and developing activities that will meet the HUD regulations. Pursuant to the provisions of the CARES Act, Michael Baker continues to assist with requesting CDBG and HOME fund waivers and suspensions from HUD. This includes proposing applicable suspensions for flexibility of funds in order to respond to the Coronavirus pandemic</p>

City of San Fernando**Scope of Work and Cost Proposal for Administration of American Rescue Plan Action Allocation****Page 8**

	<p>(COVID-19). We prepare and submit requests for waivers on behalf of the City of Norwalk. Michael Baker will also prepare the necessary substantial amendments to the 2019-2020 Annual Action Plan and Citizen Participation Plan. Understanding the need for adjusting the Annual Action Plan due to COVID-19, Michael Baker will also amend the Citizen Participation Plan to meet HUD's definition of reasonable opportunity to notice and comment. We understood that the City must submit amendments to HUD as well as forms SF-424, SF-424D, and certifications of 24 CFR 91.255(A) and (b) or 24 CFR 91.325(a) and (b) to receive CDBG-CV funds and will provide accordingly.</p>
Below Market Rate Program, Union City CA Client: City of Union City Client Contact: Francisco Gomez Phone: (513) 675-5322 E-Mail: franciscog@unioncity.org	
	Description: Michael Baker International has worked with the Union City assisting with their Below Market Rate (BMR) Program (communicate with seller, complete housing inspections, etc.). We complete all work in IDIS including conducting drawdowns, inputting accomplishment data, inputting program income, inputting annual reports, correcting overcap issues, and completing the quarterly cash on hand report. We have and are assisting with monitoring of subrecipients, labor compliance interviews for federally funded construction projects, and with all CDBG-CV work including creating substantial amendments and getting everything approved by HUD. We are administering their Small Business Assistance Program (communicate with applicants, complete underwriting, etc.). We compose all annual reports for the City (i.e., Annual Action Plan, CAPER, and the Consolidated Plan).

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager
By: Richard Padilla, Assistant City Attorney
Julia Fritz, City Clerk

Date: October 4, 2021

Subject: Consideration and Adoption of a Resolution to Continue Remote Teleconference Meetings of the City of San Fernando's Legislative Bodies for a Period of 30 days from October 4, 2021 to November 2, 2021 In Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

RECOMMENDATION:

It is recommended that the City Council:

Option 1: Adopt Resolution No. 8098 (Attachment "A") re-authorizing to continue remote teleconference meetings of the City of San Fernando's Legislative bodies for a period of 30 days from October 4, 2021 to November 2, 2021 in compliance with Government Code Section 54953(E) and other applicable provisions of Assembly Bill 361 (Attachment "B").

OR

Option 2: Take no action and the legislative body meetings will be required to comply with the requirements for public meetings (Pre-COVID-19 Pandemic).

BACKGROUND:

1. On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California in response to the COVID-19 pandemic.
2. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 to, among other things, suspend certain provisions of The Ralph M. Brown Act ("Brown Act"), the California open meetings law, to authorize a local legislative body to hold public meetings via teleconferencing and waiving the requirements of having the physical presence of the legislative body members or the public as a condition of participation in, or quorum, for a public meeting.

Consideration and Adoption of a Resolution to Continue Remote Teleconference Meetings of the City of San Fernando's Legislative Bodies for a Period of 30 days from October 4, 2021 to November 2, 2021 In Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

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3. On June 11, 2021, Governor Newsom issued Executive Order (EO) N-08-21 to begin winding down some of the prior measures adopted to respond to COVID-19. Notably, EO N-08-21 rescinds the Brown Act Orders, effective September 30, 2021.
4. On September 17, 2021, Governor Newsom signed into law, Assembly Bill 361 (AB 361) amending the Brown Act's Government Code Section 54953 that would allow a local agency the option to hold teleconference meetings without complying with the teleconferencing requirements of the Brown Act if the legislative body adopts specific findings to support continued remote meetings.

ANALYSIS:

In response to the COVID-19 pandemic, Governor Newsom issued EO N-29-20, which waived certain teleconferencing requirements under the Ralph M. Brown Act (Brown Act), allowing public agencies to conduct public meetings via teleconference, while still complying with open meeting requirements and abiding by public health orders. EO N-29-20 expired on September 30, 2021.

AB 361 amends the Brown Act's Government Code Section 54953 to allow a local agency the option to hold teleconference meetings without complying with the teleconferencing requirements of the Brown Act if certain circumstances are met. The special circumstances are found particularly in subsection (e) of Section 54953, and require that the legislative body holds a meeting during a proclaimed state of emergency and:

1. that state and local officials have imposed or recommended measures to promote social distancing; or
2. the legislative body holds a meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
3. the legislative body holds a meeting and determines by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of the attendees.

If the state of emergency remains active or state or local officials have imposed or recommended measures to promote social distancing, the legislative body must renew the resolution every 30 days, by majority vote, to continue to meet under the special teleconferencing provisions.

Consideration and Adoption of a Resolution to Continue Remote Teleconference Meetings of the City of San Fernando's Legislative Bodies for a Period of 30 days from October 4, 2021 to November 2, 2021 In Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

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In addition, a meeting under these special circumstances requires compliance with additional safeguards to ensure public access, which are:

1. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of those appearing before the legislative body.
2. In addition to providing notice and posting the time of the teleconferenced meeting, the agency shall also give notice of the manner by which members of the public may access the meeting and offer public comment.
3. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option but does not require the agency to provide a physical location for which the public may attend or comment.
4. The agency shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the legislative body directly and to offer comments in real time.
5. In the event of a disruption, which prevents the agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the agency's control, which prevents the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored.
6. Written or remote public comments must be accepted until the public comment period is formally closed; registration or sign-up to provide or to be recognized to provide public comment can only be closed when the public comment period is formally closed.

Since the initial emergency declaration, the City swiftly responded to the health crises and public agency protocols regarding all publicly noticed meetings of the legislative body and implemented options for members of the public the opportunity to submit public comments by email, live call-in (real-time), and through an internet based platform (Zoom). The Zoom platform offers live video and audio conferencing as well as the ability to stream meetings live to YouTube.

The proposed resolution (Attachment "A") making a determination approving findings in accordance with AB 361, would allow the City to continue the option to hold teleconference meetings without complying with certain teleconferencing requirements of the Brown Act. The resolution would only be effective for 30 days (October 4, 2021 through November 2, 2021).

Consideration and Adoption of a Resolution to Continue Remote Teleconference Meetings of the City of San Fernando's Legislative Bodies for a Period of 30 days from October 4, 2021 to November 2, 2021 In Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

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If necessary, the City Council can renew the resolution, every 30 days, at which time a subsequent resolution will need to be adopted. If the resolution lapses, the Board can adopt a new resolution to make the initial determinations again.

BUDGET IMPACT:

There is no fiscal impact associated with consideration of the proposed resolution. The cost of the Zoom virtual meeting platform is included in the FY 2021-2022 Adopted Budget.

CONCLUSION:

It is recommended that the City Council discuss and consider the following options:

Option 1: Adopt Resolution No. 8098 (Attachment "A") re-authorizing to continue remote teleconference meetings of the City of San Fernando's Legislative bodies for a period of 30 days from October 4, 2021 to November 2, 2021 in compliance with Government Code Section 54953(E) and other applicable provisions of Assembly Bill 361.

OR

Option 2: Take no action and the legislative body meetings will be required to comply with the requirements for public meetings (Pre-COVID-19 Pandemic).

ATTACHMENT:

- A. Resolution No. 8098
- B. Assembly Bill 361

RESOLUTION NO. 8098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR ALL LEGISLATIVE BODIES OF THE CITY OF SAN FERNANDO, FROM OCTOBER 4, 2021 THROUGH NOVEMBER 2, 2021, PURSUANT TO GOVERNMENT CODE SECTION 54953(E) IN ACCORDANCE WITH ASSEMBLY BILL 361

WHEREAS, COVID-19 (also known as the "Coronavirus Disease") is a respiratory disease that was first reported in China in December 2019, it has now spread throughout the world, including the State of California and the City of San Fernando ("City"); and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in response to the rising cases of COVID-19 throughout the state of California; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health ("LACDPH") declared a local emergency and public health emergency in response to the spread of COVID-19 throughout the County; and

WHEREAS, on April 10, 2020, in response to the conditions of extreme peril to the safety of persons within the City, the San Fernando City Council ("City Council") declared a local emergency consistent with the declaration of local emergency by the LACPH; and

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill No. 361 ("AB 361"), which, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act ("Brown Act") when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing or when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, since the declaration of emergency by LACDPH, LACDPH have issued a series of Health Officer Orders containing mandates and recommendations for keeping individuals safe and preventing the spread of COVID-19; and

WHEREAS, the most recent Health Officer Order, issued by LACDPH on September 17, 2021, states that all individuals and businesses are strongly urged to follow the LACDPH Best Practice Guidance, containing health and safety recommendations for COVID-19; the LACDPH Best Practice Guidance for individuals titled "COVID-19: Reducing Risk, Keeping Safe & Preventing Spread," in a section titled:

“How to Reduce the Risk of COVID-19,” states “Keep your distance. Use two arms lengths as your guide (about 6 feet) for social distancing with people outside your household when you are not sure they are fully vaccinated”; and the LACDPH Best Practices to Prevent COVID-19, Guidance for Businesses and Employers, in a section titled “Maintain healthy business operations,” recommends implementation of policies and practices that support physical distancing, stating, “Whenever possible, take steps to reduce crowding indoors and enable employees and customers to physically distance from each other. Generally, at least 6 feet of distance is recommended, although not a guarantee of safety, especially in enclosed or poorly ventilated spaces.”; and

WHEREAS, AB 361 requires legislative bodies that conduct teleconferenced meetings under its the relaxed and abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and

WHEREAS, AB 361 requires the legislative body take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency’s control which prevents members of the public from offering public comments, until public access is restored; and

WHEREAS, AB 361 prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and

WHEREAS, AB 361 prohibits the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified; and

WHEREAS, the City Council meetings and meetings of certain other subordinate bodies of the City (e.g, the Planning and Preservation Commission) are open and public, as required by the Brown Act, so that any member of the public may attend, participate, and watch the City Council or City Commission conduct their business; and

WHEREAS, the City finds that the continuous spread of COVID-19 throughout the community has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of the City; and

WHEREAS, the City continues to recommend measures to promote social distancing which include but are not limited to: 1) requiring that staff and civilians wear masks in City buildings, and 2) posting COVID-19 safety measures throughout City buildings and on City’s social media accounts.

WHEREAS, in light of the continuing State declaration of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials of measures to promote social distancing, and the imminent risks to the health of safety of attendees at meetings conducted in person due to the spread of COVID-19, the City Council desires to make the findings required by AB 361 to allow the City Council and all City Boards and Commissions to continue to meet under AB 361's abbreviated teleconferencing procedures.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AS FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference; and

SECTION 2. The City Council finds that the State and County declarations of emergency in response to the COVID-19 pandemic remain in place; and

SECTION 3. The City Council finds that local officials, specifically, the Los Angeles County Department of Public Health, has continued to recommend social distancing measures.

SECTION 4. The City of San Fernando staff along with the City Council are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, taking measures to ensure that meetings of the City Council, the Planning and Preservation Commission and all meetings of other commissions subject to the Brown Act are conducted in accordance with the provisions of Government Code Section 54953(e) to the extent such bodies continue to avail themselves of the relaxed and teleconferencing procedures permitted under AB 361.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Resolution would be subsequently declared invalid or unconstitutional.

SECTION 6. This Resolution shall take effect immediately upon adoption and shall be effective until the earlier of (i) November 4, 2021 or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of SAN FERNANDO may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

SECTION 7. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 4th day of October, 2021.

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

ATTEST:

Julia Fritz, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SAN FERNANDO)

I, Julia Fritz, City Clerk of the City of San Fernando, hereby certify that the foregoing Resolution No. 8098 was passed and adopted by the City Council of the City of San Fernando, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 4th day of October, 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Julia Fritz, CMC
City Clerk

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021.

Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public

comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

DIGEST KEY

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 89305.6 is added to the Education Code, to read:

89305.6.

(a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing and make public meetings accessible telephonically,

or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2.

Section 11133 is added to the Government Code, to read:

11133.

(a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3.

Section 54953 of the Government Code is amended to read:

54953.

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act

(Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the

opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1.

Section 54953 of the Government Code is amended to read:

54953.

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1

(commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the

public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4.

Section 54953 is added to the Government Code, to read:

54953.

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act

(Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1.

Section 54953 is added to the Government Code, to read:

54953.

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5.

Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6.

It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7.

The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8.

(a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video

teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9.

This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

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

Date: October 4, 2021

Subject: Discussion and Consideration Regarding a Recommendation from the Education Commission Requesting the City Council to Co-Sponsor a Workforce Development Partnership Between TreePeople and AmeriCorps

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss the Education Commission's recommendation to request the City to co-sponsor the TreePeople and AmeriCorps Program;
- b. Approve a co-sponsorship to use the City's communication platforms, including the City website, social media, and email, to promote the workforce development partnership between TreePeople and AmeriCorps pursuant to City Council Resolution No. 6904 (Attachment "A"); and
- c. Provide direction to staff, as appropriate.

BACKGROUND:

1. On September 28, 2021, the Education Commission received a presentation from TreePeople regarding their partnership program with AmeriCorps, a federal agency for national service and volunteering organization (Attachment "B").
2. Subsequent to the presentation and discussion, the Education Commission unanimously approved the following motion:

"The Education Commission recommends to City Council that the City co-sponsor the partnership between TreePeople and AmeriCorps and authorize the use of the City's communications platforms to promote the opportunity to local residents."

Discussion and Consideration Regarding a Recommendation from the Education Commission Requesting the City Council to Co-Sponsor a Workforce Development Partnership Between TreePeople and AmeriCorps

Page 2 of 2

ANALYSIS:

TreePeople and AmeriCorps have partnered to offer 20 individuals the opportunity to develop workforce skills as a member of the AmeriCorps. TreePeople has offered to dedicate 5 of these positions to work on tree planting and care projects in the City of San Fernando through the Calles Verdes Project. The Calles Verdes Project consists installation of curb inlets, rain gardens, bio swales, permeable pavement, cool pavement, and tree plantings on three streets and one parking lot as well as the planting of 1,000 trees. The partnership between TreePeople and AmeriCorps provides a great learning and workforce development opportunity for many talented and passionate youth and the Education Commission is recommending City Council support this effort.

The individuals participating in the program will be hired by TreePeople for a 12-month assignment beginning in November 2021. The individuals will receive mentorship from TreePeople's CEO, program directors and other team members and will be provided extensive training and support in the field of climate change, environmental justice, community organizing and community forestry. In addition, participating individuals will be eligible for a \$10,000 educational award, a \$1,425 per month living allowance, and health benefits.

The Education Commission recommends that the City Council approve a co-sponsorship to promote the partnership between TreePeople and AmeriCorps to provide young adults from San Fernando with the opportunity to support the Calles Verdes Project while receiving a hands-on education and workforce development training.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. There is minimal cost associated with promoting this program through the City's communications platforms. TreePeople is responsible for hiring, compensating, and directing the work of the participating individuals through the AmeriCorps program. The City is not responsible for the participants in the program.

ATTACHMENTS:

- A. Resolution No. 6904
- B. TreePeople AmeriCorps Program Information

RESOLUTION NO. 6904**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL**

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES:

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
4. The City seal may not be used for political or commercial purposes.
5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

PASSED, APPROVED and ADOPTED this 5th day of May, 2003.

Dr. José Hernández
Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada
Michael Estrada, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5th day of May, 2003; and that the same was passed by the following vote:

AYES: Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES: None

ABSENT: None

Elena G. Chávez
Elena G. Chávez, City Clerk

TreePeople AmeriCorps Program

TreePeople is an environmental nonprofit whose mission is to engage, inspire and support people to take personal responsibility for the environment, making it safe, healthy, fun and sustainable, and to share the process as a model for the world. TreePeople is among the largest independent environmental organizations in California. Sustained by a staff of educators, organizers and foresters as well as thousands of trained volunteers, TreePeople plays a leading role in mobilizing communities to work together to achieve climate resilience. Over the past four decades, TreePeople has engaged more than 3 million people in planting and caring for more than 3 million trees.

AmeriCorps members who join TreePeople will support urban tree planting and care projects in the communities of San Fernando, Lynwood, Commerce and Watts. Members will also assist with wildfire prevention and forest restoration projects in the Angeles National Forest and the Santa Monica Mountains by focusing on the removal of invasive plant species and the reintroduction of native trees and plants.

BENEFITS:

AmeriCorps Associates will be **eligible for health insurance provided by TreePeople.**

After successfully completing your AmeriCorps term of service and enrolling in the National Service Trust, you are **eligible to receive an education award totaling \$10,000.** You can use the award to repay qualified student loans, student loan forbearance, interest payments, and/or to pay current educational expenses at eligible institutions of higher education and training programs. AmeriCorps members may be eligible for student loan forbearance for qualified student loans during their term of service.

Additionally, **full-time members may be eligible for childcare assistance.** If eligible, a Childcare Allowance will be provided by the official AmeriCorps Child Care provider (GAP Solutions Inc.) directly to the provider.

LIVING ALLOWANCE:

AmeriCorps members will be provided a living allowance for their service. This program will provide a **living allowance of \$1,425 per month** and is subject to income tax withholding. Please note the living allowance payment is a flat amount, is not based upon the number of hours served and will be prorated based upon the member's start date. Payment will cease when the member's service ends. Receiving the full living allowance is contingent on participation in the full program.

ESSENTIAL RESPONSIBILITIES:

- Plant and care for 15-gallon street trees.
- Plant and care for native plants and tree seedlings in wildland areas.
- Remove invasive species and flash fuels from wildland areas.
- Maintain positive communication with community members to encourage ongoing tree care by residents.
- Organize, manage and facilitate restoration, planting and care events, and monitor the progress at restoration sites.
- Work with TreePeople's partners, USFS / Angeles National Forest, National Park Service, and others to ensure partners' needs and expectations are met.
- Support the participation of volunteers in urban tree planting and care events as well as forest restoration events.
- Support TreePeople's nursery by participating in seed collection and treatment as well as propagation related activity as needed.

REQUIREMENTS:

TreePeople seeks AmeriCorps members that are interested in the environment, urban greening, forestry, climate resilience, and environmental justice. TreePeople would like AmeriCorps members to be from and of the communities we aim to serve in order to use lived experience to better engage communities. Additionally, the following characteristics provide insight into qualifications for this position:

1. AmeriCorp member applicants must be at least 18 years of age.
2. Applicants must have a GED or a high school diploma.
3. Must be a U.S. citizen or legal permanent resident. Those with an Authorization to work in the U.S. or have DACA status unfortunately are not eligible at this time for the program.
4. Strong leadership, team-building and problem-solving skills.
5. Highly organized, friendly, smart, proactive and a quick learner.
6. Interest in local climate resilience and environmental issues impacting communities and wilderness throughout Southern California.
7. Comfortable in wilderness areas.
8. Valid CA driver's license and clean driving record desired to perform job-related essential functions.
9. Requires frequent heavy lifting over 40 lbs., often combined with bending, twisting, or working on irregular surfaces.
10. Must follow safe work practices.
11. Ability to perform physical labor, including moving trees and loading and unloading heavy tools onto trucks, and the ability to hike off-trail on mountainsides.
12. Available to work Tuesday through Saturday schedule.
13. Experience in volunteer organizing and project logistics.
14. Members you have served less than 3 terms in an Americorps State or National program.

15. Must commit to the full-service term of November 2021- November 2022 and available for 7.5 hours per day, Tuesdays through Saturdays.

JOIN THE TREEPEOPLE AMERICORPS TEAM, APPLY AT:

Please apply here →

** TreePeople is an Equal Opportunity Employer.*

Applicants can go to the TreePeople website www.treepeople.org to apply.

TreePeople

Planting Resilience AmeriCorps Member FAQ

Q. What does the day-to-day schedule look like?

- A. AmeriCorps members will serve a Tuesday to Saturday schedule. AmeriCorps members will provide approximately 7.5 hours of service per day.

Q. Where will I need to go?

- A. AmeriCorps members will meet at TreePeople's headquarters at Coldwater Canyon Park on most days. On the few occasions members do not meet at Coldwater Canyon Park, planning will be done to provide AmeriCorps members a central meeting location based on activities.

Q. What will the tasks include?

- A. AmeriCorps members will conduct urban greening and wildland management activities.

Q. What is the pay rate?

- A. AmeriCorps members are considered volunteers. As a result, instead of a pay rate AmeriCorps members are provided a bi-weekly stipend totaling to \$17,100 over the 1,700 hour term.

Q. Additional benefits:

- A. Education Award? AmeriCorps members that complete the full 1,700 will receive an education award of \$10,000.
B. Health benefits? AmeriCorps members will be eligible for health benefits.
C. Time off? Holidays? AmeriCorps members will be allowed vacation and sick time that is reflective of TreePeople's policies.

Q. When will I know if I got the position?

- A. TreePeople's team will be in contact within one week from receiving the application.

For more information, please contact Luis at LRodriguez@treepeople.org, (818) 623-4879

To apply, visit www.treepeople.org/jobs

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: October 4, 2021

Subject: Discussion and Consideration Regarding Approval of a San Fernando Beautification Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss the Beautification Ad Hoc Committee's recommendations; and
- b. Provide direction to staff, as appropriate.

BACKGROUND:

1. On June 21, 2021, Councilmembers Cindy Montañez and Celeste Rodriguez submitted an agenda report to City Council recommending the creation of a San Fernando Beautification Program (Attachment "A"). Following City Council discussion, an Ad Hoc committee was formed to develop the scope of a citywide beautification program. Councilmembers Montañez and Rodriguez were appointed to the Beautification Program Ad Hoc Committee.
2. On July 27, 2021, the City Council discussed the proposed scope of the Beautification Program Ad Hoc Committee and related Beautification Program concept. After a robust discussion, City Council directed the Ad Hoc Committee to present the proposed scope of the Beautification Ad Hoc Committee, as well as elements included in the San Fernando Beautification Program concept, to the Planning and Preservation Commission and Parks, Wellness and Recreation Commission to receive their feedback.
3. On August 9, 2021, the Ad Hoc Committee presented the proposed scope and elements of the Beautification Program to the Planning and Preservation Commission and received feedback.

Discussion and Consideration Regarding Approval of a San Fernando Beautification Program

Page 2 of 4

4. On August 10, 2021, the Ad Hoc Committee presented the proposed scope and elements of the Beautification Program to the Parks, Wellness and Recreation Commission and received feedback.
5. On September 1, 2021, the Ad Hoc Committee presented the proposed scope and elements of the Beautification Program to the Transportation and Safety Commission and received feedback.
6. On September 8, 2021, the Ad Hoc Committee presented the proposed scope and elements of the Beautification Program to the Education Commission and received feedback.

ANALYSIS:

City Council directed staff to work with the Beautification Program Ad Hoc Committee to receive additional input and feedback from the other City Commissions (specifically the Planning and Preservation Commission and Parks, Wellness and Recreation Commission) regarding the proposed scope of the Ad Hoc Committee, as well as elements included in the proposed San Fernando Beautification Program concept. The proposed Beautification Program concept was ultimately presented to all four (4) City Commissions to receive input and feedback. A summary of the feedback is provided below.

There was strong support from the Commissions for the following elements of the proposed Beautification Plan:

- Regular park and neighborhood cleanup events.
- Community outreach and education on the City's property maintenance standards.
- Easy/automated service request and reporting system (through text, mobile application, automated hotline, etc.).
- Assist senior citizens with bulky item cleanups.

There was additional feedback received on the following elements of the proposed Beautification Plan that may require additional consideration before moving forward:

- Funding for "Cash for Clunkers" concept.
- Possible implications of "Adopt-a-Piece of San Fernando" concept by businesses or corporations.
- Use of the term "Cleanup Zones" may stigmatize certain neighborhoods.
- Criteria for identifying/defining a "challenging property."
- Need to avoid liability and exercise caution when entering private property during community cleanups and ensure that residents understand that the cleanup is not an inspection or looking for code violations.

Discussion and Consideration Regarding Approval of a San Fernando Beautification Program

Page 3 of 4

Based on feedback from the Commissions, the Ad Hoc Committee recommends the following:

- Neighborhood Clean Ups: Work with Republic Services to identify a date and location to hold the next “bulky item pickup” event in a designated neighborhood. Provide mailers and door-to-door notifications in a designated area before the event to make sure local residents are aware of the event.
- Our Parks and Trails: Work with a local non-profit to organize a cleanup event at 8th Street Park prior to the onset of the winter rainy season.
- Parking Lot Clean Up: Remove the Parking Lot Cleanup component from the Beautification Program as staff has developed a plan to address increased maintenance, additional sweeping services, and lot resurfacing. This plan is expected to be presented to City Council by the end of the calendar year.
- Inoperable Vehicles: Take short-term steps to replace street signage where necessary and enforce existing on-street parking restrictions. Long-term work plan to explore funding sources or other partnerships to remove inoperable vehicles from City streets.
- Text and Online Beautification Response Hotline: Continue efforts to identify a robust Customer Response Management (CRM) system to provide various methods for residents to submit service requests. Explore the possibility of using ARPA funds for this system.
- Community First:
 - Launch a city-wide Community Property Maintenance Education Outreach Program (Sample included as Attachment “B”).
 - Put Neighborhood Action Response Team on hold while staff explores City Prosecutor services to enforce Code violations.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Based on the staff time for the Mission City Trail cleanup event, it is estimated that each event would require approximately 2 hours of administrative time for planning and approximately 8 - 10 hours of field staff time to provide direction and logistics support on the day of the event. Therefore, the estimated cost per cleanup event is approximately \$500. Additionally, the annual printing and advertising costs for the Property Maintenance Outreach and local outreach for each event is estimated at approximately \$5,000 per year.

Costs related to the CRM system vary widely based on the features available to the City. If directed to move forward, this item will be brought back to City Council as a separate agenda item with further analysis and funding recommendations.

Discussion and Consideration Regarding Approval of a San Fernando Beautification Program

Page 4 of 4

CONCLUSION:

It is recommended that City Council discuss the Beautification Program Ad Hoc Committee's recommendations and provide direction, as appropriate.

ATTACHMENTS:

- A. San Fernando Beautification Program
- B. Sample "City of San Fernando Guide to Preventing Code Violations"



AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Cindy Montañez

Date: June 21, 2021

Subject: Consideration and Discussion Regarding Approval of a San Fernando Beautification Program

RECOMMENDATION:

I have placed this on the agenda for City Council consideration and discussion. The recommended action is provided in the *REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION* form, which is included as Attachment "A" to this report.

BACKGROUND:

Information related to the Background/Analysis for this item is provided in the *REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION* form, which is included as Attachment "A" to this report. Additional information has been provided as Attachment "B."

BUDGET IMPACT:

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

ATTACHMENTS:

- A. FORM: Request to Agendize an Item for City Council Discussion/Consideration
- B. San Fernando Beautification Program

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME CINDY MONTAÑEZ	TITLE COUNCILMEMBER
------------------------	------------------------

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
ADOPTION OF SAN FERNANDO BEAUTIFICATION PROGRAM

PRIORITIES <i>Is this included in the current FY priorities?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input checked="" type="checkbox"/> Yes <input 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.*

The city has an opportunity to pride itself on having clean streets, parks, trails, parking lots, storm drains and public facilities by engaging residents, the business community, local schools and other community groups in local clean up efforts.

In addition, the city can lead by example by keeping streets, parks, trails, parking lots, storm drains and public facilities free of trash and debris.

The San Fernando Beautification program includes:

- quarterly neighborhood cleanups to help residents and property owners keep their properties free of trash and debris;
- establish daily public parking lot clean up
- establish a text and online beautification response hotline
- reinstitute a cross-departmental Neighborhood Action Response Team to coordinate Community Preservation, Police Department and other department responses around challenging properties.

ATTACHMENTS *Do you have any attachments to include?*

☒ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

Recommend council adoption of the San Fernando Beautification program to establish a coordinated and community-centered approach to clean up our streets, parks, trail, public parking lot and other public facilities.

The program can begin with funds allocated for cleaning/maintenance, code enforcement, lot sweeping, etc. under the proposed budget with flexibility for public works to come back to the City Council for any resource adjustments needed for program implementation beyond the adopted budget or current City Manager authorization (i.e. cost for lighting, parking lot resurfacing, etc. as determined by public works).



SAN FERNANDO BEAUTIFICATION PROGRAM

Presented By:

Cindy Montañez
Councilmember

Celeste Rodriguez
Councilmember

Dave Bernal
Planning Commissioner

Yvonne Mejia
Planning Commissioner

SAN FERNANDO BEAUTIFICATION PROGRAM

PLAN OF ACTION

0	BEAUTIFICATION GOALS	Page 3
1	APPROACH: TEAM UP TO CLEAN UP	Page 4
2	NEIGHBORHOOD CLEAN UPS	Page 5
3	CLEAN PARKS AND BIKE TRAIL	Page 6
4	CLEAN PARKING LOTS	Page 7
5	INOPERABLE VEHICLES	Page 8
6	TEXT AND ONLINE BEAUTIFICATION RESPONSE HOTLINE	Page 9
7	ALIGN WITH CITY GOALS AND CURRENT EFFORTS	Page 10

**"IF WE HAD
CLEAN STREETS,

ALOT OF
OTHER THINGS,
WOULD
TAKE CARE OF
THEMSELVES
EFFORTLESSLY."**



BEAUTIFICATION GOALS

The City of San Fernando will pride itself on having clean streets, parks, trails, parking lots, storm drains, and public facilities. We know this investment will result in safer and healthier streets for our kids, senior citizens, businesses, visitors and all our residents.

GOALS

The City will lead by example by keeping our streets, parks, parking lots, trails, storm drains and other publicly-owned property free of trash and debris.

Organize quarterly neighborhood cleanups to help residents and property owners keep their properties free of trash and debris.

Establish daily public parking lot clean up.

Establish a text and online beautification response hotline.

Re-institute a Neighborhood Action Response Team to coordinate Police Department, Community Preservation and other department responses around challenging properties.

TEAM APPROACH



The City's Public Works director will designate a Public Works employee to oversee the schedule, budget, outreach and assessment for the San Fernando Beautification program. We will implement a team approach to engage as many people as possible.

BEAUTIFICATION TEAM

Public Works
Residents
Community Volunteers
Business Community
Waste Hauler
Sweeper

TEAM UP TO CLEAN UP

.....

All residents, businesses and volunteers are invited to join our San Fernando Beautification Team to eliminate trash on our streets, storm drains, parks, trails and parking lots.

Residents can organize block clean ups or beautification events and receive support from the city for trash bags, trash pickers, disposal, etc.

NEIGHBORHOOD CLEAN UPS



The city will organize **quarterly neighborhood clean ups** in collaboration with the city's waste hauler and the Neighborhood Beautification Team. Waste hauler will provide trash bins per clean up for disposal of large items.



The city will provide 2-3 week notification to residents in the predetermined Clean Up Zone. **Volunteers will walk door-to-door** to help with disposal of items, providing special help to seniors and disabled residents.



The **Community Preservation team** will revisit **Clean Up Zone** to address any remaining concerns or violations. Additional priority and follow up through the **Neighborhood Action Task Force** will be assigned to a challenging property.



The city can give residents, businesses or community-based organizations the opportunity to '**Adopt-a-Piece of San Fernando**'. A thank you sign can be installed in honor of the adopter who will help maintain key public areas clean.

"Our neighborhood between Glenoaks and 8th and Maclay and the Pacoima Wash positively changed when the City organized its first Clean Up here 20 years ago"

*-Susan LLamas,
Resident, Teacher &
Commissioner*



OUR PARKS AND TRAILS

CLEAN. SAFE. BEAUTIFUL

Our parks and trails are one of our community's most important assets and often the only place kids, families and individuals can be in natural open spaces, so these places must be kept clean, safe and beautiful.

.....

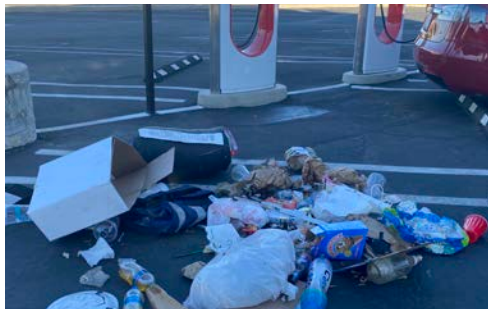
The city should maintain a maintenance schedule for each park and trail and identify four Beautification Projects annually that can involve community volunteers, such as painting the picnic benches at Las Palmas Park and cleaning the Mission City Trail/Bike Path.

.....

The city can partner with the Fernandeño-Tataviam Tribe to replant the native landscapes at Rudy Ortega Heritage Park; TreePeople to restore and maintain the Pacoima Wash Natural Park and sports leagues and other nonprofits for other parks.



PARKING LOT CLEAN UP

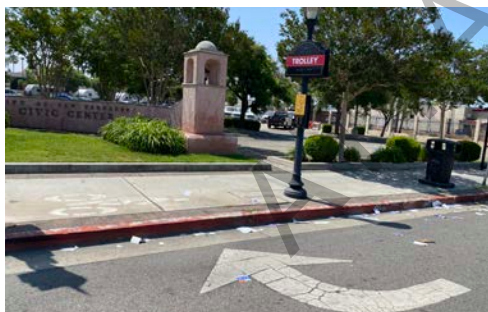


Improve Parking Lot Sweeping and Trash Pickup

The city should work with the business community to establish a daily parking lot cleaning schedule, sidewalk pressure washing and improve trash bin pick up in commercial areas.

Enforce No Overnight Parking

The city should enforce no overnight parking in its public parking lots unless a business has a short-term permit provided on a limit basis.



Improve signage and lighting

The city should develop a maintenance plan for its signage and lighting at public parking lots.

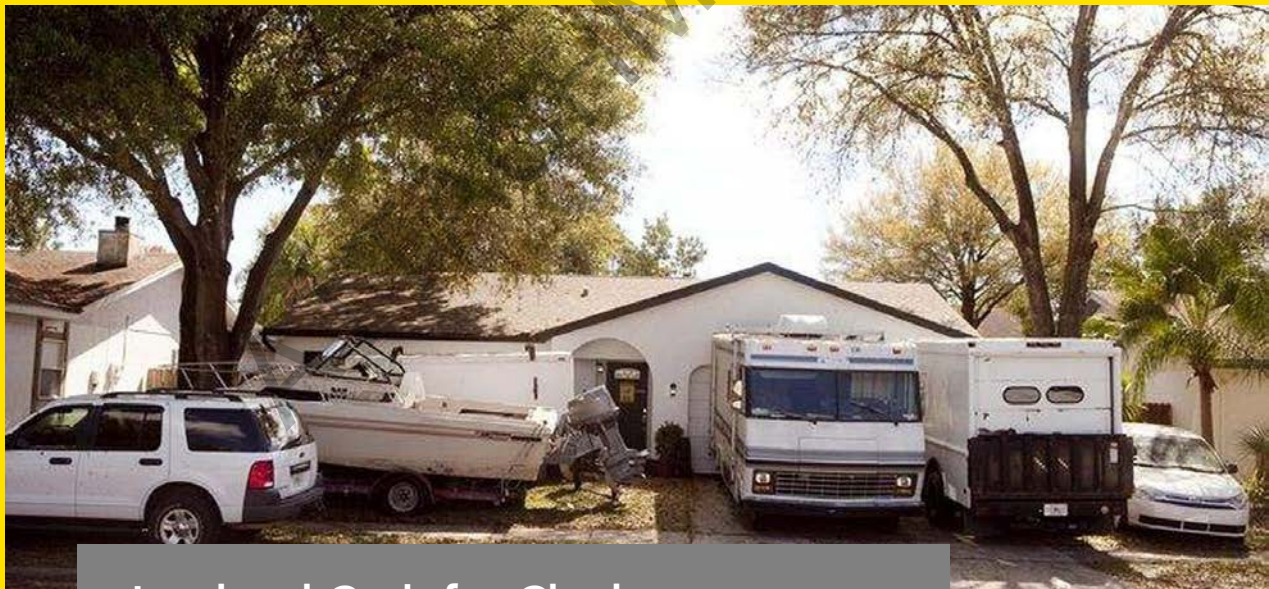
Develop schedule for parking lot resurfacing

The city should develop a plan for parking lot resurfacing and re-striping.



INOPERABLE VEHICLES

There are numerous inoperable or unregistered vehicles located on public and private property. The city can provide a financial incentive for inoperable vehicles registered in San Fernando prior to 2021 to incentivize vehicle owners to dispose of those vehicles. After a 6-12 month period, Code Enforcement will enforce its rules and regulations, including financial penalties.



**Is a local Cash for Clunkers program
feasible?**



TEXT AND ONLINE BEAUTIFICATION RESPONSE HOTLINE

Easy Reporting

The city will establish a 24-hour text and online response line for people to report a public works problem or request public works service; including but not limited to: illegal dumping and debris, dirty parks or streets, potholes, fallen trees, bike path cleanliness, graffiti, public lighting repair, etc.

Fast Response. Happy Residents and Businesses

Public Works will designate individuals who will receive direct text and online requests and have authority to assign personnel or Beautification Team members to respond immediately.

COMMUNITY FIRST

ALIGN WITH CURRENT CITY STRATEGIC GOALS AND EFFORTS

In order to maximize the efficient use of taxpayer dollars, the city will coordinate its San Fernando Beautification Program with current efforts to improve city services, prioritize public safety, invest into making San Fernando more walkable and pedestrian-friendly, and green our neighborhoods by planting and caring for 2,000 trees over the next five years.

In addition, the City Council and City Manager should re-establish an internal Neighborhood Action Response Team to coordinate all city departments to identify and resolve problems with the most challenging properties.



What we do matters



CALLES VERDES TREE PLANTING **2,000 street trees**

In partnership with TreePeople, the city will plant and care for 2,000 trees over the next 5 years. The trees will increase tree canopy by 33% and beautify streets. *Calles Verdes* also includes improvements to Lot 4: Brand/Truman and Carlisle Street.



SAFE AND ACTIVE STREETS **8 Street Designs**

The city hired Toole Design to help identify and design safety and green improvements for 8 high-priority streets with heavy use by pedestrians and cyclists. In addition, the city will initiate a Safe Routes to School planning process in 2021-22 to get kids in public schools safe to school.



GET TO ZERO: HOMELESS RESPONSE **0 People Living on the Streets**

The city hired LeSar & Associates to develop a Homeless Action Plan to get people off the streets or vehicles and into safe places to live. In addition, the City should establish a Homeless Command Center to address these issues on a daily basis.

WE ARE READY TO CLEAN UP!



BASIC, FUN AND NECESSARY

Several residents, some local businesses and nonprofit partners have offered to volunteer.

.....

We are happy to take the lead in organizing the San Fernando Beautification Team and inviting residents, business leaders, schools and nonprofit partners to volunteer as we put together Clean Up events and work to maintain our city clean.

.....

This is an investment that will have long-term results and physically change the quality of life for our residents, businesses and visitors.

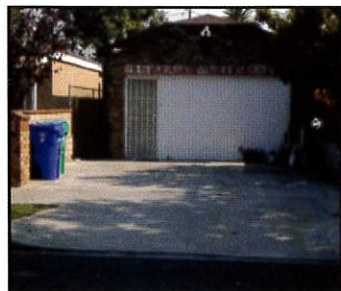
It's our time to lead by example.



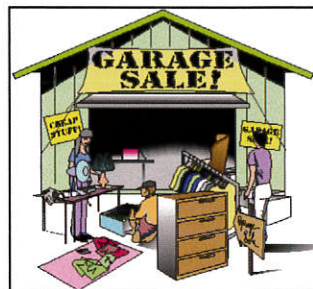
**SAN FERNANDO
DESERVES THE BEST!**



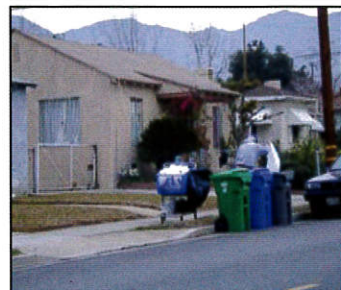
Building without a permit. Before beginning any work on a property, proper permits must be obtained and subsequent work inspected by the Building Inspector.



Storing trash cans visible from any public right-of-way is not permitted.



Conducting a garage/yard sale without a permit is not allowed. Only two garage sale permits are allowed per calendar year.



Unauthorized removal of recyclables from disposal containers (scavenging) is not permitted.

Mission Statement

Code Enforcement staff members are dedicated to providing superior service to our community.

Code Enforcement officers are required to be customer service oriented and sympathetic.

At the same time, the nature of their work requires them to be firm, fair and consistent in carrying out their enforcement duties. We assist residents in creating solutions for every problem, our code enforcement program is progressive, and our staff is dedicated to putting forth their very best efforts. The mission of Code Enforcement is to promote and maintain a safe and desirable living and working environment.



City of San Fernando Guide to Preventing Code Violations

*A cooperative effort of the
City of San Fernando and its
Residents*



**City of San Fernando
Police Department
Community Preservation Division**

**910 First Street
San Fernando CA 91340**

**Email:
CodeEnforcement@sfcity.org
www.sfcity.org**



**City of San Fernando
Police Department
Community Preservation Division**

Poorly maintained homes and apartments can lower neighborhood property values; negatively effect neighborhood pride; and contribute towards crime as well as health and safety hazards. This brochure reflects numerous property conditions currently prohibited by the various codes enforced by the City of San Fernando. Should you, as concerned residents, observe any of the following violations in your neighborhood please do not hesitate to call upon the City of San Fernando for Code Enforcement Officers.



Debris, trash, or remnant household items visible from the public street and/or alley right-of-way is not allowed.



Occupancy of garages, motor homes, or trailers as living areas is not permitted.



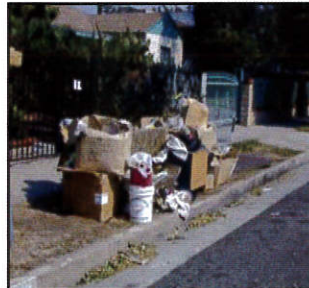
Clothes lines or the drying of clothes in the front yard areas or visible from any public right-of-way is not permitted.



Canopies, car tents, or accessory structures in front, side or rear yard setback are not permitted.



Abandoned, wrecked, dismantled or inoperable vehicles cannot be visible from public right-of-way.



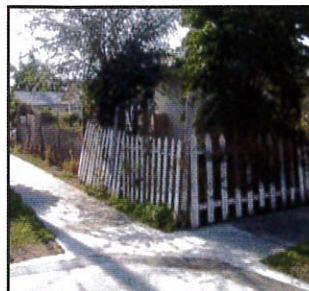
Trash, debris, or bulky items cannot be placed on the public right-of-way. Crown Disposal must be called at 818-504-1414 for pick-up. Two bulky item pickups per year are allowed at no charge.



Commercial vehicles parked in residential zoned areas of the City are not permitted.



Vehicles parked in required (front, side & rear) yard setbacks and on un-paved areas of a property are not allowed.



Structurally unsound, unsightly, or dilapidated fences and/or walls that can be a safety or health hazard to passing pedestrians are not permitted.



Overgrown vegetation, dead trees, or debris so as to create vermin harborage, fire hazard and/or constitute visual blight is not allowed.

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AGENDA REPORT

To: Mayor Ballin and Councilmembers

From: Nick Kimball, City Manager

Date: October 4, 2021

Subject: Discussion and Consideration of Recommendations from the Public Safety Commission Ad Hoc Committee Related to Establishing a Public Safety Commission

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss the Public Safety Commission Ad Hoc Committee's recommendations; and
- b. Provide direction to staff, as appropriate.

BACKGROUND:

1. On June 15, 2020, then Vice Mayor Hector A. Pacheco submitted an agenda report to City Council recommending the creation of a Public Safety Commission Ad Hoc Committee to study the possible establishment of a Public Safety Commission. City Council approved the request and appointed Mayor Joel Fajardo and Vice Mayor Pacheco to serve on the newly formed Ad Hoc Committee.
2. The Ad Hoc Committee met on multiple occasions to discuss possible organization, roles and responsibilities of a Public Safety Commission.
3. On January 4, 2021, City Council approved reorganization of the City Council Ad Hoc Committees and appointed Vice Mayor Mendoza and Councilmember Pacheco to the Public Safety Commission Ad Hoc Committee.
4. On September 2, 2021, after several meetings, the Ad Hoc Committee finalized recommendations to City Council related to the organization, roles and responsibilities of a Public Safety Commission.

Discussion and Consideration of Recommendations from the Public Safety Commission Ad Hoc Committee Related to Establishing a Public Safety Commission

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ANALYSIS:

In response to the civil unrest that followed the death of George Floyd at the hands of a Minneapolis Police Officer and subsequent Black Lives Matter demonstrations, the City Council formed an Ad Hoc Committee to work with staff to develop recommendations that demonstrate the City's commitment to safe streets, humane policing and transparency in governance by establishing a Public Safety Commission. Through a Public Safety Commission, the San Fernando Police Department and San Fernando community members would be provided with a forum to strengthen community-policing approach through collaboration, respect and transparency while sharing public safety information with the broader public.

After discussing various alternatives, the Ad Hoc Committee recommends that City Council direct staff to prepare an ordinance to rename the current Transportation and Safety Commission to the Transportation and Public Safety Commission and add certain Public Safety advisory roles and responsibilities to their existing roles and responsibilities.

In addition to their current Traffic Safety responsibilities, a re-formed Traffic and Public Safety Commission (TPS Commission) would act as an advisory body receiving information and providing feedback to gain better understanding of Police operations through presentations related to annual/monthly crime statistics, public safety policies (e.g. "Use of Force" and "Immigration Enforcement" policies), annual training programs, and other new policies and/or initiatives prior to final City Council decisions.

A re-formed TPS Commission would also assist with planning and marketing of various public safety events, such as National Night Out, Neighborhood Watch, Business Watch and other community events that support increased public safety in San Fernando.

A sample ordinance for the City of San Marino Public Safety Commission is included as Attachment "A" as the City Council may wish to adopt similar roles and responsibilities for a re-formed TPS Commission.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. There would be a minimal cost for the City Attorney to prepare an ordinance as well as additional staff costs in the Police Department to assist with staffing for a Public Safety Commission. It is estimated that it would require approximately 2 hours per month for the Executive Assistant and 2 – 4 hours per month of other police personnel to prepare reports and present to the Commission.

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CONCLUSION:

It is recommended that City Council discuss the Public Safety Commission Ad Hoc Committee's recommendations and provide direction, as appropriate.

ATTACHMENTS:

A. City of San Marino Municipal Code, Article 14: Public Safety Commission

CITY OF SAN MARINO

ARTICLE 14 PUBLIC SAFETY COMMISSION

SECTION:

[02.14.01](#): Creation And Composition

[02.14.02](#): Appointment And Term

[02.14.03](#): Vacancies

[02.14.04](#): Chairperson And Vice Chairperson

[02.14.05](#): Compensation And Expenses

[02.14.06](#): Meetings

[02.14.07](#): Secretary To Commission; Records

[02.14.08](#): Advisory Board To The City Council

02.14.01: CREATION AND COMPOSITION:

There is hereby created the Public Safety Commission, which shall consist of five (5) members and one alternate. Each member shall be an elector of the City. (Ord. 0-18-1334, 2-14-2018, eff. 3-16-2018)

02.14.02: APPOINTMENT AND TERM:

Members and the alternate member of the Public Safety Commission shall be appointed by the Mayor with the approval of the Council.

Members and the alternate member of the commission shall serve terms of four (4) years, with terms commencing July 1 of the year of appointment; except, that of the Commissioners first appointed, two (2) members and the alternate member shall serve terms of two (2) years and three (3) members shall serve terms of four (4) years. Thereafter, all Commissioners shall serve a term of four (4) years and until a successor has been appointed.

The City Council may remove any member of the commission at any time. Vacancies shall be filled by appointment for the unexpired portion of the remaining time in the same manner as the original appointment.

No Commissioner may serve more than two (2) consecutive terms; however, after waiting a period of at least two (2) years following the end of the second term, a Commissioner may be reappointed to not more than two (2) additional consecutive terms.

No member serving on the Public Safety Commission shall be permitted more than two (2) excused absences per fiscal year. No unexcused absences are allowed. (Ord. 0-18-1334, 2-14-2018, eff. 3-16-2018)

02.14.03: VACANCIES:

Vacancies to the Public Safety Commission shall be filled by appointment of the Mayor with the approval of the Council, after complying with any waiting period required by law. Appointment to fill a vacancy shall be for the remainder of the unexpired term. (Ord. 0-18-1334, 2-14-2018, eff. 3-16-2018)

02.14.04: CHAIRPERSON AND VICE CHAIRPERSON:

The members of the Public Safety Commission shall select a Chairperson and a Vice Chairperson from among its members as established by City Council resolution. (Ord. 0-18-1334, 2-14-2018, eff. 3-16-2018)

02.14.05: COMPENSATION AND EXPENSES:

Members of the Public Safety Commission shall serve without compensation.

Expenses of members of the commission in attendance at meetings related to their duties as members of the Public Safety Commission shall be paid for by the City when such attendance is approved by the Council. (Ord. 0-18-1334, 2-14-2018, eff. 3-16-2018)

02.14.06: MEETINGS:

The Public Safety Commission shall meet on the first Monday of each and every calendar month at the hour of seven o'clock (7:00) P.M. in the Barth Room of the Crowell Library.

(Ord. 0-18-1334, 2-14-2018, eff. 3-16-2018; amd. Ord. O-20-1361, 4-8-2020)

02.14.07: SECRETARY TO COMMISSION; RECORDS:

The Police Chief shall be the Secretary of the commission. All proceedings and actions by the commission shall be public records, and the Secretary shall record and preserve them.

All officers, departments and department heads of the City shall cooperate and render all reasonable and necessary assistance to the Public Safety Commission. (Ord. 0-18-1334, 2-14-2018, eff. 3-16-2018)

02.14.08: ADVISORY BOARD TO THE CITY COUNCIL:

The Public Safety Commission shall act solely as an advisory board to the City Council and an advocate for public safety and traffic services with respect to matters relating to public safety, including understanding police and fire operations, crime prevention, emergency preparedness, traffic and transportation, and any other matters which may be assigned to it from time to time by the City Council, and shall study and make recommendations as to such matters directly to the City Council in an advisory capacity. Unless expressly authorized by the City Council, the commission shall not represent itself to be acting for or on behalf of the City Council, nor shall it commit the officers, employees, or staff of the City in any manner or to any course of action. To the contrary, the commission shall act as a study center and clearinghouse for advisory action to the City Council. (Ord. 0-18-1334, 2-14-2018, eff. 3-16-2018)