



# 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, NOVEMBER 15, 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**

**PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

**APPROVAL OF AGENDA**

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

**PRESENTATIONS**

- A. EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR NOVEMBER STUDENT OF THE MONTH
  - JOSSELYN RAMIREZ RODRIGUEZ (SOCIAL JUSTICE HUMANITAS ACADEMY)  
Education Commissioner Vice Chair David Govea
- B. A PRESENTATION FROM THE CALIFORNIA CITIZENS REDISTRICTING COMMISSION ON REDISTRICTING OF JURISDICTIONS THROUGH OUT THE STATE OF CALIFORNIA  
City Clerk Julia Fritz

## **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 FOR:**

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| a. January 28, 2008 – Special Meeting | c. June 15, 2020 – Regular Meeting    |
| b. February 4, 2008 – Regular Meeting | d. November 1, 2021 – Special Meeting |

#### **2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 21-112 approving the Warrant Register.

#### **3) SECOND READING AND ADOPTION OF ORDINANCE NO. 1704 APPROVING A GENERAL PLAN AMENDMENT 2018-001 AND ZONE CHANGE 2018-001 AND THE CONDITIONS OF APPROVAL TO CHANGE THE CURRENT R-1 (SINGLE FAMILY RESIDENTIAL) ZONE TO M-1 (LIMITED INDUSTRIAL) ZONE FOR THE DEVELOPMENT OF A 12,300 SQ. FT. INDUSTRIAL BUILDING LOCATED AT 649 AND 655 FOURTH STREET**

Recommend that the City Council adopt Ordinance No. 1704 that was introduced for first reading at the City Council meeting of November 1, 2021, in title only and waive further reading, approving a General Plan Amendment 2018-001 and Zone Change 2018-001 and the Conditions of Approval to change the current R-1 (Single Family Residential) zone to M-1 (Limited Industrial) zone for the development of a 12,300 sq. ft. industrial building located at 649 and 655 Fourth Street.

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**4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO PROVIDE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ADMINISTRATION SERVICES**

Recommend that the City Council:

- a. Approve a Professional Services Agreement with Michael Baker International (Contract No. 2038) to provide Community Development Block Grant Program Administration Services for three years with two optional one-year extensions; and
- b. Authorize the City Manager and the City Attorney to make non-substantial edits and execute all related documents.

**5) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE CIVILIANS' ASSOCIATION AND ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2021-2022 SALARY PLAN**

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 2039) between the City of San Fernando and the San Fernando Police Civilians' Association for a three-year term (July 1, 2021 through June 30, 2024);
- b. Adopt Resolution No. 8100 amending the Fiscal Year 2021-2022 Salary Plan to include certain provisions in the approved MOU between the City of San Fernando and SFPCA; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

**6) CONSIDERATION TO ACCEPT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES FOR 2021 COMMUNITY POLICING DEVELOPMENT DE-ESCALATION TRAINING SOLICITATION AND ADOPT A RESOLUTION AMENDING FISCAL YEAR 2021-2022 BUDGET**

Recommend that the City Council:

- a. Approve Acceptance of Funds from the U.S. Department of Justice, Office of Community Oriented Policing Services in the amount of \$91,845;
- b. Adopt Resolution No. 8102 amending the Fiscal Year 2021-2022 Adopted Budget to appropriate grant revenues and expenses; and
- c. Authorize the City Manager and the Police Chief to execute all related documents.

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

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**7) CONSIDERATION TO ACCEPT THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT PT22070 AND ADOPT A RESOLUTION AMENDING FISCAL YEAR 2021-2022 BUDGET**

Recommend that the City Council:

- a. Accept the State of California Office of Traffic Safety Grant fund in the amount of \$55,000 to reimburse overtime and equipment for Selective Traffic Enforcement Program Grant PT22070;
- b. Adopt Resolution No. 8101 amending the budget for Fiscal Year 2021-2022 to appropriate the grant revenues and expenses;
- c. Authorize the Police Chief to expend the funds as detailed in the OTS STEP Grant.

**8) CONSIDERATION TO ACCEPT FUNDS FROM THE STATE OF CALIFORNIA FOR THE CITY-WIDE RADIO SYSTEM, 9-1-1 COMMUNICATION CENTER, BODY-WORN CAMERAS, IN-VEHICLE CAMERAS AND ADOPT A RESOLUTION AMENDING FISCAL YEAR 2021-2022 BUDGET**

Recommend that the City Council:

- a. Approve Acceptance of Funds from the State of California in the amount of \$2,000,000 for the City-Wide Radio System, 9-1-1 Communication Center, Body-Worn Cameras and In-Vehicle Cameras;
- b. Adopt Resolution No. 8104 amending Fiscal Year 2021-2022 Adopted Budget to appropriate grant revenues and expenses; and
- c. Authorize the City Manager to execute all related documents.

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

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

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### **ADMINISTRATIVE REPORTS**

#### **10) CONSIDERATION TO ADOPT A RESOLUTION DECLARING A MULTI-YEAR DROUGHT EMERGENCY AND IMPLEMENTATION OF VOLUNTARY CONSERVATION MEASURES IN THE CITY OF SAN FERNANDO**

Recommend that the City Council:

- a. Adopt Resolution No. 8105 declaring a multi-year drought emergency for the City of San Fernando; and
- b. Authorize the City Manager to implement programs to support voluntary water conservation efforts to reduce water usage by 10% from 2020 water usage levels.

#### **11) PRESENTATION AND DISCUSSION REGARDING ILLEGAL DUMPING ACTIVITIES IN THE CITY**

Recommend that the City Council:

- a. Receive and file this informational report, and
- b. Provide direction to staff, as necessary.

#### **12) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE FILING OF A GRANT APPLICATION TO THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR THE PIONEER PARK PLAYGROUND RENOVATION PROJECT**

Recommend that the City Council:

- a. Adopt Resolution No. 8103 authorizing the filing of a grant application to Los Angeles County Regional Park and Open Space District for Measure A funding to fund the Pioneer Park Playground Renovation Project;
- b. Authorize the City Manager to accept the grant funds, upon award;
- c. Authorize the City Manager or designee, to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- d. Upon full execution of all grant-related documents, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds.

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### **13) CONSIDERATION AND DISCUSSION REGARDING SUSTAINABLE SAN FERNANDO: A CALIFORNIA NATIVE TREES AND PLANTS POLICY DIRECTION**

This item was agendized by Councilmember Hector A. Pacheco

### **14) DISCUSSION AND CONSIDERATION TO USE THE CITY'S LOW AND MODERATE INCOME HOUSING FUNDS TO RE-ESTABLISH LOW INCOME HOUSING LOAN AND GRANT ASSISTANCE PROGRAMS**

This item was agendized by Councilmember Celeste Rodriguez.

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

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

**ADJOURNMENT** The meeting will adjourn to its next regular meeting.

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

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Julia Fritz, CMC

City Clerk

Signed and Posted: November 10, 2021 (5:00 p.m.)

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*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](http://www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 or [cityclerk@sfcity.org](mailto: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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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**JANUARY 28, 2008 – 6:00 P.M.  
SPECIAL MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Julie Ruelas called the meeting to order at 6:00 p.m.

Present:

Council: Mayor Julie Ruelas, Mayor Pro Tem Nury Martinez, and Councilmembers Steven Veres, Dr. Jose Hernandez, Maribel De La Torre

Staff: City Administrator José E. Pulido, City Attorney Michael Estrada, and City Clerk Elena G. Chávez

**APPROVAL OF AGENDA**

Motion by Councilmember Veres, seconded by Councilmember Hernandez, to approve the agenda. By consensus, the motion carried.

**PUBLIC STATEMENTS**

There were no public comments and Mayor Ruelas closed the Public Statements portion of the meeting.

**STUDY SESSION**

**1. MID-YEAR BUDGET REVIEW FY 2008/2009**

Recommend that the City Council review the Preliminary Fiscal Year 2007-2008 Mid-Year Budget and provide staff with changes and direction.

Staff presented a mid-year budget review for FY 2008/2009.

Discussion followed regarding Attorney fees, the self-insurance fund, internal service funds, special litigation funds, special revenue funds, property taxes, five-year projections, impacts

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STUDY SESSION MINUTES – January 28, 2008**

**Page 2**

from State actions and increases in interest rates, determining an appropriate percentage of the General Fund budget for reserves and using the average of the last five years as a projection for the next five years.

Mayor Ruelas suggested a General Fund reserve fund of 10% and no less than 7.5%.

**2. PENSION OBLIGATION BONDS**

Recommend that the City Council review the options presented regarding Pension Obligation Bonds.

Staff presented details of Pension Obligation Bonds and discussed the possibility of saving money by refinancing unfunded liabilities.

Discussion followed regarding validation proceedings and processes, the need for consistency in terms of tightening the budget across the board, receiving a presentation from De La Rosa representatives, costs associated with validation proceedings, considering lump-sum refinancing versus over payments over time, presenting both pros and cons for each financing option, the upcoming budget process, and the possibility of streamlining the process.

**ADJOURNMENT (7:40 P.M.)**

Motion by Councilmember De La Torre, seconded by Councilmember Hernandez, to adjourn the meeting. The motion carried, unanimously.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of January 28, 2008, meeting as approved by the San Fernando City Council.*

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*Julia Fritz  
City Clerk*

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**FEBRUARY 4, 2008 – 6:00 P.M.  
REGULAR MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Julie Ruelas called the meeting to order at 6:00 p.m.

Present:

Council: Mayor Julie Ruelas, Mayor Pro Tem Nury Martinez, and Councilmembers Steven Veres, Dr. Jose Hernandez, Maribel De La Torre

Staff: City Administrator Jose E. Pulido, City Attorney Michael Estrado, and City Clerk Elena G. Chávez

**PLEDGE OF ALLEGIANCE**

Led by Marcos Valente, Santa Rosa Church

**INVOCATION**

Geraldo Quintana, Santa Rosa Church

**PRESENTATIONS**

- A) SMALL BUSINESS AWARD: FEBRUARY
- B) PABLO SOLIS – OWNER OF JIM’S WESTERN WEAR
- C) OATH OF OFFICE TO POLICE DEPARTMENT PERSONNEL:

The Oath of Office was administered to Lieutenant Jeff Eley, Sergeant Chris Colelli, Officers Jorge Cervantes, Noel Marquis, Paul Ventimiglia and Emilio Escobedo.

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REGULAR MEETING MINUTES – February 4, 2008  
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**APPROVAL OF AGENDA**

Motion by Councilmember Veres, seconded by Councilmember Hernandez, to approve the agenda. The motion carried, unanimously.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

A speaker requested information regarding the City's tracking and monitoring of computers, equipment, and City purchases, noting she has made the request on several occasions without a response.

Francisco referenced Salmon Foods at 1516 E. 1st Street, San Fernando and noted that he is having trouble with receipt of payment.

**CONSENT CALENDAR**

Mayor Ruelas pulled Items No. 1, 2 and 4 from the Consent Calendar for separate discussion.

3) CHILDREN, YOUTH AND FAMILIES ADVISORY COMMITTEE APPOINTMENTS

Recommend that the City Council approve one new applicant and renew the appointment of two current members of the Children, Youth and Families Advisory Committee.

Motion by Councilmember Hernandez, seconded by Mayor Ruelas, to approve the Item No. 3 of the Consent Calendar. The motion carried, unanimously.

**Items Removed for Further Discussion**

1) APPROVAL OF WARRANT REGISTER NO. 08-021

Mayor Ruelas requested clarification on several charges in the Warrant Register.

2) APPROVAL OF SAN FERNANDO GATEWAY, LLC LICENSE AGREEMENT

Recommend that the City Council approve a License Agreement with San Fernando Gateway, LLC for access to the parking lots at 543, 553, and 563 Glenoaks Boulevard to allow continuing police enforcement operations and authorize the City Administrator to execute the License Agreement.

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REGULAR MEETING MINUTES – February 4, 2008  
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Mayor Ruelas corrected a typographical error in Item No. 2.

4) NOTICE OF COMPLETION AND PROJECT ACCEPTANCE – HERITAGE PARK STATE PROJECT  
NO. UP-19-028, JOB NO. 7534 – PLAN MS-594

Mayor Ruelas asked about additional signage that would give historical information regarding the park and staff confirmed there would be additional signage that be presented to City Council at a later date, when budget has been secured.

Recommend that the City Council approve:

- a. Accept the job as performed by Pima Corporation and consider the work complete;
- b. Authorize the City Administrator and the City Clerk to sign and file the Notice of completion with the Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the 10 % retention immediately after the date the Notice of Completion is recorded.

Motion by Mayor Ruelas, seconded by Mayor Pro Tem Martinez, to approve Item Nos. 1, 2 (as amended) and 4 of the Consent Calendar. The motion carried, unanimously.

**NEW BUSINESS**

5) RESOLUTION AUTHORIZING ACQUISITION OF SUPPLEMENTAL COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

City Administrator Jose E. Pulido presented details of the staff report.

Motion by Mayor Ruelas and seconded by Councilmember Hernandez, to adopt a resolution authorizing appropriation of \$49,766 from the General fund to acquire \$99,532 in unexpended CDBG funds at a discounted rate from the City of Agoura Hills; and authorizing the City Administrator to execute related agreement. The motion carried, unanimously.

SAN FERNANDO CITY COUNCIL  
REGULAR MEETING MINUTES – February 4, 2008  
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6) FISCAL YEAR (FY) 2007-2008 MID-YEAR BUDGET REVIEW

Staff presented the FY 2007-2008 Mid-year Budget Review report.

Discussion followed regarding the self-insurance trust fund, adding an amendment to show invoices that were not paid in December, the need to adopt a reserve policy, adding a note in the Budget acknowledging an ongoing lawsuit and the possibility of having to revisit the Budget during the upcoming Fiscal Year.

Motion by Mayor Ruelas, seconded by Mayor Pro Tem Martinez, to accept the FY 2007-2008 Mid-Year Budget Review Report; and adopt a resolution amending the FY 2007-2008 City Adopted Budget, as amended. The motion carried, unanimously.

**GENERAL COUNCIL COMMENTS**

Councilmember De La Torre referenced Denny's, reported wires on the fencing, asked about completion of the project and spoke about increased use of City fields by LAUSD.

Councilmember Hernandez congratulated the San Fernando Police Department for their recent promotion and hiring of officers and the Mayor for the recent Mayor's Luncheon, City Administrator Pulido for his presentation and City staff.

Mayor Pro Tem Martinez announced an upcoming Metro public hearing to discuss proposed budget cuts and spoke about the upcoming 8th Street project ground-breaking event.

Councilmember Veres discussed the release of Proposition 50 funds for the 8th Street project, suggested forming an Ad Hoc Committee to discuss funding opportunities and congratulated the San Fernando Police Department for their service and professionalism.

Mayor Ruelas thanked the Boy Scouts for attending the meeting, reminded residents to vote in the upcoming elections, asked to adjourn the meeting in memory of Samantha Villegas Flores, encouraged residents to attend the upcoming, Metro public hearing, listed requests for items to include in future agendas and upcoming meetings and events.

**STAFF COMMUNICATIONS**

City Administrator Pulido thanked City staff for working on the presentation given at the Mayor's Luncheon.

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REGULAR MEETING MINUTES – February 4, 2008  
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The City Council recessed into Closed Session at 7:49 p.m. to discuss the items listed in the Closed Session agenda.

**CLOSED SESSION**

A) CONFERENCE WITH LABOR NEGOTIATOR (G.C. 54957.6)

Negotiator: City Administrator Jose E. Pulido

Employee Organization: San Fernando Public Employees Association

B) CONFERENCE WITH LEGAL COUNSEL

Existing Litigation: G.C. 54956.9(a)

Name of Case: San Fernando Station LLC v. City of San Fernando, Councilmember  
Dr. José Hernández, and Mayor Julie Ruelas  
Case No. BS 097994.

**ADJOURNMENT (9:58 P.M.)**

Motion by Mayor Ruelas, seconded by Councilmember De La Torre, to adjourn the meeting in memory of Samantha Villegas Flores. The motion carried, unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of February 4, 2008, meeting as approved by the San Fernando City Council.

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Julia Fritz  
City Clerk

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**JUNE 15, 2020 – 6:00 P.M.  
REGULAR MEETING**

Teleconference Per Governor Executive Order N-29-20

**CALL TO ORDER/ROLL CALL**

Mayor Joel Fajardo called the meeting to order at 6:14 P.M.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco and Councilmembers Sylvia Ballin, Robert C. Gonzales, and Mary Mendoza

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

Absent: None

**PLEDGE OF ALLEGIANCE**

Led by Mayor Joel Fajardo

**INVOCATION**

Led by Reverend Father Thomas Rush, and Reverend Father Victor Patricio, of Santa Rosa Church

**APPROVAL OF AGENDA**

Councilmember Ballin requested correcting Item No. 16 to reflect the item was placed on the agenda at her request and delete Item No. 14, to be placed on a future agenda.

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve the agenda as amended. By consensus, the motion carried.

**PUBLIC STATEMENTS**

City Clerk Fritz read statements received via email from:

Liana Stepanyan, San Fernando Library Manager provided information on free lunch service for youth and provided an update of library services available.

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Daniela Juarez suggested distributing the budget towards community resources, Police accountability, social services, and educational programs.

Yolanda Haro thanked Councilmember Ballin and the San Fernando Police Department for participating in a recent drive-by graduation event for her son.

Tisha Bianchi stated opposition to the proposed closure to the 1100 block of the San Fernando Mall due to the inability for customers to access store front parking and noted 10 businesses are also opposed to the closure.

Jason Hayes is in support of creation of a community theater.

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

Katie Gibson, Urban Place Consulting, submitted a letter in support for Agenda Item No. 11.

**CONSENT CALENDAR**

Councilmember Mendoza pulled Item No. 6 for separate discussion.

Motion by Mayor Fajardo, seconded by Vice Mayor Pacheco, to approve Consent Calendar Items 1 -5, and 7. By consensus, the motion carried.

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE FISCAL YEAR 2020-2021 ARTICLE XIIIIB APPROPRIATIONS (GANN) LIMIT
- 3) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE RENEWAL OF THE GENERAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES
- 4) CONSIDERATION OF APPROVAL TO WRITE-OFF BAD DEBT FOR FISCAL YEAR 2019-2020
- 5) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE SALARY PLAN AND TABLE OF ORGANIZATION FOR FISCAL YEAR 2020-2021
- 7) CONSIDERATION TO APPROVE A CONTRACT WITH ATHENS SERVICES FOR STREET SWEEPING SERVICES

**SAN FERNANDO CITY COUNCIL**

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**ITEM PULLED FOR SEPARATE DISCUSSION**

- 6) CONSIDERATION TO APPROVE THE INSTALLATION OF SPEED HUMPS ON ALLEY NORTH OF SAN FERNANDO ROAD BETWEEN SAN FERNANDO MISSION BOULEVARD AND BRAND BOULEVARD

Motion by Councilmember Mendoza, seconded by Mayor Fajardo, to approve Consent Item No. 6, as presented. By consensus, the motion carried.

**PUBLIC HEARINGS**

- 8) A PUBLIC HEARING TO CONSIDER FISCAL YEAR 2020-2021 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND ADOPT RESOLUTIONS APPROVING ASSESSMENTS

City Manager Kimball presented the staff report.

Mayor Fajardo opened the public hearing at 6:45 p.m. There being no public comments, Mayor Fajardo motioned, seconded by Councilmember Ballin, to close the public hearing 6:46 p.m. By consensus, the motion carried.

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to adopt Resolution No. 8008 ordering the continued maintenance of the City's streetlights and confirming the annual assessment; and adopt Resolution No. 8009 approving the Final Engineer's Report for the Fiscal Year 2020-2021 Landscaping and Lighting Assessment District.

- 9) A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR 2020-2021 CITY BUDGET OR, ALTERNATIVELY, CONSIDERATION AND APPROVAL TO ADOPT A RESOLUTION CONTINUING THE FISCAL YEAR 2019-2020 CITY BUDGET, PENDING FINAL APPROVAL OF THE FISCAL YEAR 2020-2021 CITY BUDGET

Mayor Fajardo opened the public hearing at 6:50 p.m.

City Manager Kimball presented the staff report.

Councilmembers discussed restoring the funding of \$25,000 towards Police Department training, the tree fund, setting Councilmember travel allowance to \$1,500, research the possibility of using Proposition A funds toward sidewalk repairs, and allowing the carry-over of Community Investment Funds to include flexibility in spending by each Councilmember.

Mayor Fajardo opened public comments at 8:05 p.m.

Mayor Fajardo requested incorporating public comments submitted by Daniela Juarez and Jason Hayes into the public comments for this hearing.

**SAN FERNANDO CITY COUNCIL**

**MINUTES – June 15, 2020**

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There being no further comments, motion by Mayor Fajardo, seconded by Vice Mayor Pacheco, to close the public hearing at 8:06 p.m. By consensus, the motion carried.

Motion by Vice Mayor Pacheco, seconded by Mayor Fajardo, to allocate \$5,000 to the tree fund during this fiscal year and include it as a line item, at \$5,000, in future budgets, going forward.

The motion failed with the following vote:

**ROLL CALL**

AYES: Pacheco and Fajardo - 2  
NOES: Mendoza, Gonzales and Ballin - 3  
ABSENT: None  
ABSTAIN: None

Motion by Councilmember Ballin, seconded by Councilmember Gonzales, to adopt Resolution No. 8011 approving the Fiscal Year 2020-2021 Budget, subject to such modifications or amendments as may be stated by the City Council in its motion to approve the Resolution including to restore funding of \$25,000 for Police Department training, decrease meetings and travel budget to \$1,500 for each Councilmember, to not allocate additional fund for trees, approve the roll-over of Community Investment Funds and to allow Councilmembers flexibility to determine use of funds and research use of Proposition A funds for buses or sidewalk improvements.

The motion carried with the following vote:

**ROLL CALL**

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

It was noted that the public hearing was closed 8:23 p.m.

**ADMINISTRATIVE REPORTS**

**10) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE ISSUANCE OF PENSION OBLIGATION BONDS AND FILING OF THE JUDICIAL VALIDATION PROCEEDINGS TO DETERMINE VALIDITY OF SUCH BONDS**

City Manager Kimball presented details of the staff report.

**SAN FERNANDO CITY COUNCIL**

**MINUTES – June 15, 2020**

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Motion by Mayor Fajardo, seconded by Councilmember Gonzales to adopt Resolution No. 7994 authorizing the issuance of Pension Obligation Bonds by the City, to refund its outstanding CalPERS Obligations in an aggregate principal amount not-to-exceed the aggregate amount of the unfunded accrued actuarial liability represented by the CalPERS Obligations, and approving a form of Indenture of Trust relating to such bonds; and authorize the City Manager to approve Jones Hall and the City Attorney, to file and prosecute to completion an action to determine the validity of the Pension Obligation Bonds and the Indenture of Trust (Contract No. 1956) in Los Angeles County Superior Court. By consensus, the motion carried.

The motion carried with the following vote:

ROLL CALL

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

11) CONSIDERATION TO CREATE A SIDEWALK DINING PILOT PROGRAM IN THE CITY OF SAN FERNANDO AND DISCUSSION OF TEMPORARY STREET CLOSURES TO PROMOTE OUTDOOR DINING

Deputy City Manager Tim Hou presented details of the staff report.

Discussion followed regarding outdoor dining pilot program, continuing to research shutting down a portion of the San Fernando Mall, seek input from businesses owners, ADA regulations, setting street closures only during specific hours and days and on the general re-opening of city facilities.

Motion by Mayor Fajardo, seconded by Vice Mayor Pacheco, to ratify Executive Order No. 2020-06-12, enacting COVID-19 Restaurant Outdoor Dining Service Regulations.

The motion carried with the following vote:

ROLL CALL

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

**SAN FERNANDO CITY COUNCIL**

**MINUTES – June 15, 2020**

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ITEMS REORDERED ON THE AGENDA

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

City Manager Kimball that the item is an informational update and staff would address comments under Staff Communications.

- 13) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE ENACTING A TEMPORARY MORATORIUM ON COMMERCIAL AND RESIDENTIAL EVICTIONS, SUBJECT TO MODIFICATION BY CITY COUNCIL

Assistant City Attorney Padilla presented details of the urgency ordinance.

Mayor Fajardo opened the public hearing. There being no public comments, motion by Mayor Fajardo, seconded by Councilmember Ballin, to close the public hearing.

The motion carried with the following vote:

ROLL CALL

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

Motion by Councilmember Mendoza, seconded by Mayor Fajardo, to waive full reading and adopt Urgency Ordinance No. 1696 by title only, "An Uncodified Urgency Ordinance of the City Council of the City of San Fernando, California, affirming effective as of June 1, 2020, the application of the eviction moratorium of the County of Los Angeles to the City of San Fernando relating to the non-payment of rent due to the COVID-19 pandemic and its related effects and extending rent freeze protections to San Fernando tenants."

The motion carried with the following vote:

ROLL CALL

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

***This Ordinance was introduced pursuant to Government Code Sections 36934 and 36937 and requires a four-fifths (4/5ths) vote for adoption.***

**SAN FERNANDO CITY COUNCIL**

**MINUTES – June 15, 2020**

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16) DISCUSSION AND DIRECTION RELATED TO CHANGING THE CITY'S REGULAR ELECTION FROM NOVEMBER IN EVEN YEARS TO THE PRIMARY ELECTION IN EVEN YEARS

Councilmember Ballin spoke briefly to introduce the item for discussion.

Assistant City Attorney Padilla provided legislative information regarding changing the City's regular election from November in even years to the primary election (March) in even years, and stated that any change made at this time would affect the terms of office by extended or shortened terms for current Councilmembers.

City Council directed staff to provide additional information associated with certain voter turn-out statistics and agendaize for the next City Council meeting for discussion and potential action.

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

Mayor Fajardo requested to continue this matter to the next regular City Council meeting.

17) DISCUSSION AND DIRECTION RELATED TO THE CITY'S WHISTLEBLOWER PROCEDURES

Mayor Fajardo requested to continue this matter to the next regular City Council meeting.

15) CONSIDERATION AND APPROVAL OF THE CREATION OF A PUBLIC SAFETY COMMISSION AD HOC COMMITTEE FOR THE STUDY OF, AND RECOMMENDATIONS RELATED TO, ESTABLISHING A PUBLIC SAFETY COMMISSION, AND DESIGNATION OF AD HOC MEMBERS

Vice Chair Pacheco presented the staff report.

Motion by Vice Mayor Pacheco, seconded by Mayor Fajardo, to approve a Public Safety Commission Ad Hoc Committee to study the establishment of a new Public Safety Commission or Committee and select Mayor Fajardo and Vice Mayor Pacheco to serve on the Ad Hoc Committee.

The motion carried with the following vote:

ROLL CALL

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

**SAN FERNANDO CITY COUNCIL**

**MINUTES – June 15, 2020**

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**17) CONSIDERATION TO ADOPT RESOLUTIONS SETTING THE STATUTORY MAXIMUM SALARY AND OTHER BENEFITS FOR CITY COUNCILMEMBERS**

This item was removed from the agenda at the request of Councilmember Ballin.

**STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

Deputy City Manager Hou presented an update of State and County health orders related to COVID-19.

Police Chief Vairo announced the City was awarded a State OTS grant in the amount of \$33,000.

City Manager Kimball announced a soft opening of City Hall.

**GENERAL COUNCIL COMMENTS AND LIAISON UPDATES**

Councilmember Gonzalez discussed a recent Metro meeting and requesting placing consideration of cancelling the Open Streets campaign due to COVID-19 and the possibility of using the money saved for street improvements, on the next meeting agenda; announced an upcoming Census Car Caravan event and requested an update on fireworks.

Councilmember Mendoza discussed a recent meeting of the COVID-19 CDBG Ad Hoc Committee.

Councilmember Ballin commended Police Lieutenant Hanchett on the recent peaceful protests and asked staff to send a postcard to residents reminding them of laws regarding fireworks and letting them know the Parking Forgiveness Program will end on June 30, 2020.

Vice Mayor Pacheco hoped for better results from sales tax revenue, in the future, to fund the City's tree program and commented on the importance of public safety, increasing transparency, and increasing community engagement.

Mayor Fajardo committed to spending some of his community investment funds towards trees; thanked the Police Department for their work during recent protests; thanked the peaceful protestors and discussed a recent meeting of the CDBG Ad Hoc Committee.

**ADJOURNMENT (10:49 p.m.)**

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting at 10:49 p.m. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 15, 2020, meeting as approved by the San Fernando City Council.

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Julia Fritz, City Clerk



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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**NOVEMBER 1, 2021 – 5:15 P.M.  
SPECIAL MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Ballin called the special meeting to order at 5:18 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmembers Hector Pacheco and Celeste Rodriguez (arrived at 5:19 p.m.)

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

Absent: Councilmember Cindy Montañez

**APPROVAL OF AGENDA**

Motion by Vice Mayor Mendoza, seconded by Councilmember Pacheco to approve the agenda. Motion carried with Councilmembers Montañez and Rodriguez absent.

**PUBLIC STATEMENTS - WRITTEN/ORAL**      None

**RECESS TO CLOSED SESSION (5:19 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

Councilmember Celeste Rodriguez arrived at 5:19 p.m. directly into the Closed Session meeting.

A) **CONFERENCE WITH LABOR NEGOTIATOR  
PURSUANT TO G.C. §54957.6:**

Designated City Negotiators:  
City Manager Nick Kimball

**SAN FERNANDO CITY COUNCIL**  
**SPECIAL MEETING MINUTES – November 1, 2021**  
**Page 2**

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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

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on November 1, 2021, at 5:15 p.m.

**ADJOURNMENT**

The City Council adjourned the special meeting at 5:48 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 November 1, 2021, Special Meeting, as approved by the San Fernando City Council.

---

Julia Fritz, CMC  
City Clerk



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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Sonia Gomez-Garcia, Interim Director of Finance/City Treasurer

**Date:** November 15, 2021

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

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 21-112 (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. 21-112

**RESOLUTION NO. 21-112**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO  
ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED  
ON DEMAND/ WARRANT REGISTER NO. 21-112**

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

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

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

---

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

**ATTEST:**

---

Julia Fritz, City Clerk



CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 21-112 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 15<sup>th</sup> day of November, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224714	11/15/2021	888356 ADVANCED AUTO REPAIR	1531		VEHICLE MAINT, REPAIRS & BODY WO	
			1532	12537	041-320-0222-4400	239.53
				12537	VEHICLE MAINT, REPAIRS & BODY WO	
					041-320-0225-4400	1,036.54
					<b>Total :</b>	<b>1,276.07</b>
224715	11/15/2021	891442 ALEX AUTO DETAILING	102721		CAR DETAIL ON 2 UNITS	
			110321		001-225-0000-4320	200.00
					AUTO DETAIL	
					001-222-0000-4320	200.00
					<b>Total :</b>	<b>400.00</b>
224716	11/15/2021	887695 AL'S KUBOTA TRACTOR	217070		STARTER SWITCH - WA0246	
					070-383-0000-4400	118.78
					<b>Total :</b>	<b>118.78</b>
224717	11/15/2021	100175 AMERICAN WATER WORKS ASSOC.	7001959283		AWWA MEMBERSHIP RENEWAL A MEN	
					070-381-0000-4370	473.00
					<b>Total :</b>	<b>473.00</b>
224718	11/15/2021	100188 ANDY GUMP INC.	INV863799		PORTABLE RESTROOM SERVICE	
			INV863800	12491	043-390-0000-4260	330.49
			INV863801	12491	PORTABLE RESTROOM SERVICE	
				12491	043-390-0000-4260	211.28
				12491	PORTABLE RESTROOM SERVICE	
					070-384-0000-4260	330.34
					<b>Total :</b>	<b>872.11</b>
224719	11/15/2021	893931 BANUELOS, GUILLERMO	011921		DAMAGE CLAIM REIMBURSEMENT	
					006-190-0000-4800	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
224720	11/15/2021	892304 BARTEL ASSOCIATES, LLC	21-644		COMPLETION OF 2021 GASB75 REPO	
					001-130-0000-4260	2,300.00
					<b>Total :</b>	<b>2,300.00</b>

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224721	11/15/2021	891301 BERNARDEZ, RENATE Z.	607		INTERPRETATION SVCS 11/1/2021	
					001-101-0000-4270	150.00
					<b>Total :</b>	<b>150.00</b>
224722	11/15/2021	893591 BIOMEDICAL WASTE DISPOSAL	106415		BIOMEDICAL WASTE	
					001-224-0000-4270	99.00
					<b>Total :</b>	<b>99.00</b>
224723	11/15/2021	892847 B-LINE INVESTIGATIONS, INC	2003		SPECIALIZED INVESTIGATIVE SERVICE	
				12452	001-222-0000-4270	5,900.00
					<b>Total :</b>	<b>5,900.00</b>
224724	11/15/2021	892465 CANON SOLUTIONS AMERICA, INC.	4037773741		COPIER MONTHLY RATES & OVERAGE	
			4037773744	12462	001-135-0000-4260	1,113.20
			4037773744	12462	COPIER MONTHLY RATES & OVERAGE	
			4037774689	12462	001-135-0000-4260	1,801.67
				12462	COPIER MONTHLY RATES & OVERAGE	
					001-135-0000-4260	1,113.20
					<b>Total :</b>	<b>4,028.07</b>
224725	11/15/2021	893932 CARDENAS, JUAN	001		ENTERTAINMENT-DIA DE LOS	
					001-424-0000-4260	250.00
					<b>Total :</b>	<b>250.00</b>
224726	11/15/2021	891860 CARL WARREN & COMPANY	20081-20090		REIMB. TO ITF ACCT (LIABILITY CLAIMS	
			20091-20098		006-1037	8,993.99
					REIMB. TO ITF ACCT (LIABILITY CLAIMS	
					006-1037	5,906.45
					<b>Total :</b>	<b>14,900.44</b>
224727	11/15/2021	100731 CITY OF LOS ANGELES	WP2200000035		OPERATION & MAINTENANCE OF SEW	
			WP2200000036	12496	072-360-0629-4260	153,441.00
				12505	CAPITAL PORTION OF ASSSC FOR SEV	
					072-365-0629-4600	95,496.00
					<b>Total :</b>	<b>248,937.00</b>
224728	11/15/2021	890893 CITY OF SAN FERNANDO	NOV2021		CITY PROPERTY UTILITY BILL - NOV	
					043-390-0000-4210	6,253.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224728	11/15/2021	890893 890893 CITY OF SAN FERNANDO	(Continued)			Total : 6,253.02
224729	11/15/2021	890893 CITY OF SAN FERNANDO	OCT 2021		COMMISSIONER'S STIPEND DONATION 001-115-0000-4111	75.00
					Total :	75.00
224730	11/15/2021	892480 CLEAN ENERGY	CEW12440011	12453	CNG STATION EMERGENCY & MAINT R 074-320-0000-4260	229.50
					Total :	229.50
224731	11/15/2021	100805 COOPER HARDWARE INC.	127863		KEY COPY MADE 001-222-0000-4300	21.79
					Total :	21.79
224732	11/15/2021	891425 DIAZ, MARISOL	REIMB.		SUPPLIES FOR SPECIAL EVENTS 001-424-0000-4300 004-2346	48.36 18.62
					Total :	66.98
224733	11/15/2021	100960 DIEDIKER, VIRGINIA	AUG 2021	12556	MMAF GRANT CONSULTANT SERVICES 109-424-3692-4260	1,350.00
			JULY 2021	12556	MMAF GRANT CONSULTANT SERVICES 109-424-3692-4260	1,650.00
			SEPT 2021	12556	MMAF GRANT CONSULTANT SERVICES 109-424-3692-4260	991.95
				12556	004-2359	28.05
					Total :	4,020.00
224734	11/15/2021	893930 DURAN, MA GUADALUPE	35-1765-00		WATER ACCT REFUND-1615 PICO 070-2010	52.78
					Total :	52.78
224735	11/15/2021	103851 EVERSOF, INC.	R2181473		WATER SOFTENER - WELL 2A 070-384-0000-4260	87.84
					Total :	87.84
224736	11/15/2021	101147 FEDEX	7-549-36780		COURIER SERVICES 001-190-0000-4280	78.46

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224736	11/15/2021	101147 101147 FEDEX	(Continued)			Total : 78.46
224737	11/15/2021	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER (PW) 070-384-0000-4220	46.25
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	42.08
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	122.08
			209-188-4362-031792		POLICE MAJOR PHONE LINES 001-222-0000-4220	636.72
			209-188-4363-031892		CITY HALL PHONE LINES 001-190-0000-4220	86.18
					070-384-0000-4220	288.23
					001-420-0000-4220	282.75
			818-361-6728-080105		ENGINEERING FAX LINE 001-310-0000-4220	29.56
			818-365-5097-120298		POLICE NARCOTICS VAULT 001-222-0000-4220	19.79
			818-837-1509-032207		PW PHONE LINE 001-190-0000-4220	29.56
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES 001-190-0000-4220	368.18
			818-838-4969-021803		POLICE DEPT ALARM PANEL 001-222-0000-4220	116.26
					Total :	2,067.64
224738	11/15/2021	893890 FULL CLIP	00008		ENTERTAINMENT FOR HOLIDAY TREE 001-424-0000-4260	1,000.00
					Total :	1,000.00
224739	11/15/2021	893890 FULL CLIP	00007		ENTERTAINMENT FOR DAY OF THE DE 001-424-0000-4260	500.00
					Total :	500.00
224740	11/15/2021	101273 GARCIA, PATTY	REIMB.		SUPPLIES-DIA DE LOS MUERTOS 001-424-0000-4300	88.84
					Total :	88.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224741	11/15/2021	893928 GODINEZ, JUAN	37-3375-04		WATER ACCT REFUND-1037 MOTT 070-2010	15.19
					<b>Total :</b>	<b>15.19</b>
224742	11/15/2021	892550 GOVEA, DAVID	OCT 2021		COMMISSIONER'S STIPEND REIMB 001-115-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
224743	11/15/2021	101373 GOVERNMENT FINANCE	300262350		ANNUAL MEMBERSHIP DUES 11/01/21- 001-130-0000-4380	150.00
					<b>Total :</b>	<b>150.00</b>
224744	11/15/2021	101376 GRAINGER, INC.	9086021079	12482	SUPPLIES FOR BUILDING, ELECTRICAL 043-390-0000-4300	130.32
			9087245289	12482	SUPPLIES FOR BUILDING, ELECTRICAL 001-311-0000-4300	19.54
			9087574910	12482	SUPPLIES FOR BUILDING, ELECTRICAL 001-311-0000-4300	64.71
			9087574928	12482	SUPPLIES FOR BUILDING, ELECTRICAL 001-311-0000-4300	19.54
			9096680153	12482	SUPPLIES FOR BUILDING, ELECTRICAL 043-390-0000-4300	105.84
			9098957153	12482	SUPPLIES FOR BUILDING, ELECTRICAL 043-390-0000-4300	65.49
			9106569511		EVIDENCE SUPPLIES 001-222-0000-4300	13.19
					<b>Total :</b>	<b>418.63</b>
224745	11/15/2021	101512 HDL, COREN & CONE	SIN012261		CONTRACTUAL SERVICES-PROP TAX (	
			SIN012538		001-130-0000-4270	1,578.38
					COMPREHENSIVE ANNUAL FIN REP-FY	
					001-130-0000-4270	795.00
					<b>Total :</b>	<b>2,373.38</b>
224746	11/15/2021	101482 HERNANDEZ, JAIME	11022021		MUSIC FOR SENIOR CLUB DANCE 12/1 004-2380	1,100.00
					<b>Total :</b>	<b>1,100.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224747	11/15/2021	101599 IMAGE 2000 CORPORATION	475655		SHARP/MX EQ20796 COPIER-09/19/21- 001-135-0000-4260	1,136.09
					072-360-0000-4450	34.24
					001-135-0000-4260	167.29
					<b>Total :</b>	<b>1,337.62</b>
224748	11/15/2021	893804 INDUSTRIAL SHOEWORKS	1100-1282085		SAFETY SHOES 072-360-0000-4310	100.00
					<b>Total :</b>	<b>100.00</b>
224749	11/15/2021	891570 INNOVATIVE TELECOM. SYSTEMS	3035		PROGRAMMING PHONES-EXT 208 & 21 001-190-0000-4260	125.00
					<b>Total :</b>	<b>125.00</b>
224750	11/15/2021	892682 IPS GROUP, INC.	#INV65359	12513	OCT-SMART METER CC TRANSACTION 001-310-0000-4270	752.73
					<b>Total :</b>	<b>752.73</b>
224751	11/15/2021	101920 LIEBERT CASSIDY WHITMORE	206295		LEGAL SERVICES 001-112-0000-4270	241.00
			206296		LEGAL SERVICES 001-112-0000-4270	232.00
			206297		LEGAL SERVICES 001-112-0000-4270	760.00
			206863		LEGAL SERVICES 001-112-0000-4270	1,790.00
					<b>Total :</b>	<b>3,023.00</b>
224752	11/15/2021	893403 LLAMAS, SUZANNE	OCT 2021		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					<b>Total :</b>	<b>75.00</b>
224753	11/15/2021	101935 LOCAL GOVERNMENT COMMISSION	105785	12282	CONSULTING SERVICES 010-311-0628-4600	4,790.65
				12282	001-310-0628-4270	620.68
					<b>Total :</b>	<b>5,411.33</b>
224754	11/15/2021	102012 LOS ANGELES COUNTY	2508-002-270		2021-2022 PROPERTY TAXES-WELL3	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224754	11/15/2021	102012 LOS ANGELES COUNTY	(Continued)		070-381-0000-4450	234.19
			2508-005-270		2021-2022 PROPERTY TAXES-WELL2A	
			2508-005-271		070-381-0000-4450	269.81
			2509-014-270		2021-2022 PROPERTY TAXES-WELL2A	139.59
			2509-015-270		070-381-0000-4450	4,924.15
			2517-023-270		2021-2022 PROPERTY TAXES-RESV'R 3	1,481.79
			8920-851-365		070-381-0000-4450	3,450.38
					2021-2022 PROPERTY TAXES-WATER	1,838.77
					070-381-0000-4450	12,338.68
					<b>Total :</b>	<b>12,338.68</b>
224755	11/15/2021	892477 LOWES	01178		BEE DETERRENT AND HOLE COVER	83.47
					001-311-0000-4300	83.47
					<b>Total :</b>	<b>83.47</b>
224756	11/15/2021	888468 MAJOR METROPOLITAN SECURITY	1104142		ALARM MONITORING AT ALL CITY FACI	25.00
			1104143	12486	043-390-0000-4260	25.00
			1104144	12486	ALARM MONITORING AT ALL CITY FACI	25.00
			1104145	12486	043-390-0000-4260	15.00
			1104146	12486	ALARM MONITORING AT ALL CITY FACI	25.00
			1104147	12486	043-390-0000-4260	15.00
			1104148	12486	ALARM MONITORING AT ALL CITY FACI	15.00
			1104149	12486	043-390-0000-4260	15.00
			1104150	12486	ALARM MONITORING AT ALL CITY FACI	15.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224756	11/15/2021	888468 MAJOR METROPOLITAN SECURITY	(Continued)		043-390-0000-4260	25.00
			1104151	12486	ALARM MONITORING AT ALL CITY FACI	15.00
			1104152	12486	043-390-0000-4260	15.00
			1104153	12486	ALARM MONITORING AT ALL CITY FACI	23.00
			1104154	12486	070-384-0000-4260	23.00
			1104155	12486	ALARM MONITORING AT ALL CITY FACI	23.00
			1104156	12486	070-384-0000-4260	23.00
					ALARM MONITORING AT ALL CITY FACI	23.00
					070-384-0000-4260	297.00
					<b>Total :</b>	<b>297.00</b>
224757	11/15/2021	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	36.45
					007-440-0441-4220	36.45
					<b>Total :</b>	<b>36.45</b>
224758	11/15/2021	892140 MICHAEL BAKER	1130208		CDBG ADMINISTRATIVE & LABOR COM	1,440.00
				11886	026-311-0182-4260	1,440.00
					<b>Total :</b>	<b>1,440.00</b>
224759	11/15/2021	102201 MIERZYNSKI, IRMGARD	OCT-NOV21		CONTRACTED INSTRUCTOR: LINE DA	112.00
				12548	017-420-1339-4260	112.00
					<b>Total :</b>	<b>112.00</b>
224760	11/15/2021	102226 MISSION LINEN SUPPLY	515761388		LAUNDRY SERVICE FOR PD	98.41
			515789120	12457	001-225-0000-4350	113.03
			515808785	12457	LAUNDRY SERVICE FOR PD	97.95
			515832404	12457	001-225-0000-4350	99.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224760	11/15/2021	102226 102226 MISSION LINEN SUPPLY	(Continued)			Total : 408.92
224761	11/15/2021	893343 MOHR, NICOLE	OCT 2021		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
224762	11/15/2021	893927 MORALES, LUCERO	54-1832-10		WATER ACCT REFUND-1301 LUCAS 070-2010	58.38
					Total :	58.38
224763	11/15/2021	102325 NAPA AUTO PARTS	5478-077117		SOLENOID - WA9977 070-382-0000-4400	23.14
			5478-077120		LOCKING PLIERS KIT - WA9977 070-382-0000-4400	71.10
			5478-077130		HYDRAULIC HOSE - WA9977 070-382-0000-4400	189.39
					Total :	283.63
224764	11/15/2021	893348 NCSI	15206		BACKGROUND CHECKS 017-420-1337-4260	129.50
					001-420-0000-4260	18.50
					Total :	148.00
224765	11/15/2021	893405 NEW HORIZON	1689617		LP PHONE SERVICE - NOV 2021 001-420-0000-4220	371.04
					Total :	371.04
224766	11/15/2021	102432 OFFICE DEPOT	200331175001		OFFICE SUPPLIES 001-222-0000-4300	59.50
			202435006001		CREDIT 001-222-0000-4300	-24.67
			203011986001		OFFICE SUPPLIES 001-222-0000-4300	103.11
			204220565001		OFFICE SUPPLIES 001-222-0000-4300	52.70
			204220742001		OFFICE SUPPLIES 001-222-0000-4300	6.67
			204682020001		COMPUTER MONITOR	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224766	11/15/2021	102432 OFFICE DEPOT	(Continued)			
			204682490001		072-360-0000-4280 OFFICE SUPPLIES	511.54
			205242853001		070-381-0000-4300 OFFICE SUPPLIES	8.83
			205243234001		001-222-0000-4300 OFFICE SUPPLIES	16.97
			205243235001		001-222-0000-4300 OFFICE SUPPLIES	26.67
			206180892001		001-222-0000-4300 OFFICE SUPPLIES	17.89
			206513314001		001-222-0000-4300 OFFICE SUPPLIES	61.72
					BREAK ROOM SUPPLIES 070-383-0000-4300	96.93
					070-384-0000-4300 OFFICE SUPPLIES	96.92
			206533086001		001-106-0000-4300 OFFICE SUPPLIES	888.54
			2524107133		001-420-0000-4300	51.51
					Total :	1,974.83
224767	11/15/2021	892572 OLIVAREZ MADRUGA	16314		LEGAL SERVICES-AUG 2021 001-110-0000-4270	14,935.00
			16315		LEGAL SERVICES-AUG 2021 001-110-0000-4270	1,767.60
			16316		LEGAL SERVICES-AUG 2021 001-110-3689-4270	126.00
			16317		LEGAL SERVICES-AUG 2021 001-110-0000-4270	924.00
			16318		LEGAL SERVICES-AUG 2021 001-110-0000-4270	378.00
			16880		LEGAL SERVICES-SEPT 2021 001-110-0000-4270	313.75
			16881		LEGAL SERVICES-SEPT 2021 001-110-3689-4270	315.00
			16882		LEGAL SERVICES-SEPT 2021 001-110-0000-4270	27,677.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224767	11/15/2021	892572 OLIVAREZ MADRUGA	(Continued) 16883		LEGAL SERVICES-SEPT 2021 001-110-0000-4270	294.00
			16884		LEGAL SERVICES-SEPT 2021 001-110-0000-4270	63.00
					<b>Total :</b>	<b>46,794.28</b>
224768	11/15/2021	892360 PARKING COMPANY OF AMERICA	INVM0016126	12512	PUBLIC TRANSPORTATION SERVICES 007-313-0000-4260	43,615.77
				12512	008-313-0000-4260	8,211.67
					<b>Total :</b>	<b>51,827.44</b>
224769	11/15/2021	102855 RIO HONDO COLLEGE	X21-102-ZSFN		PHYSICAL FITNESS TEST FOR POLICE 001-225-0000-4360	125.00
					<b>Total :</b>	<b>125.00</b>
224770	11/15/2021	891253 SAN FERNANDO SMOG TEST ONLY	3975		SMOG PD8955 041-320-0000-4450	60.00
			3994		SMOG - PK3325 041-320-0000-4450	60.00
			3995		SMOG - PW6835 041-320-0000-4450	60.00
			4690		SMOG - PW0315 041-320-0000-4450	60.00
			4694		SMOG - PK0935 041-320-0000-4450	60.00
			4695		SMOG - PW3989 041-320-0000-4450	60.00
			4696		SMOG - PK5659 041-320-0000-4450	60.00
					<b>Total :</b>	<b>420.00</b>
224771	11/15/2021	103057 SAN FERNANDO VALLEY SUN	11300		1ST READING ORD 1703 001-115-0000-4230	62.50
			11304		PH 655 FOURTH 001-115-0000-4230	128.13
			11305		RFP PAVEMENT WATER & WASTE WAT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224771	11/15/2021	103057 SAN FERNANDO VALLEY SUN	(Continued) 11306		001-115-0000-4230 RFQ - CITY ENGINEERING 001-115-0000-4230	71.88 75.00
					<b>Total :</b>	<b>337.51</b>
224772	11/15/2021	103064 SAN GABRIEL VALLEY CITY	111721		RGSTR-SGVCM MTG ON 11/17/21 001-105-0000-4370	35.00
					<b>Total :</b>	<b>35.00</b>
224773	11/15/2021	893929 SILVA, BENNY	50-2810-00		WATER ACCT REFUND-1207 MTN VIEW 070-2010	31.56
					<b>Total :</b>	<b>31.56</b>
224774	11/15/2021	103184 SMART & FINAL	0073		PW OPS CTR KITCHEN SUPPLIES 070-381-0000-4300	59.26
			0102		043-390-0000-4300 SUPPLIES	59.25
			0106		001-424-0000-4300 REFRESHMENTS	66.20
			0116		001-424-0000-4300 SUPPLIES	78.86
			0119		001-424-0000-4300 SUPPLIES FOR CALLES VERDES	104.96
			0144		001-310-0000-4300 COFFEE CREAMER	65.23
			0158		001-222-0000-4300 SNACKS FOR TBC 10/30/21	40.59
			0169		004-2391 WATER & SNACKS	61.39
					001-424-0000-4300	85.87
					<b>Total :</b>	<b>621.61</b>
224775	11/15/2021	103202 SOUTHERN CALIFORNIA EDISON CO.	700363532503		ELECTRIC - 117 MACNEIL ST 043-390-0000-4210	8,463.21
					<b>Total :</b>	<b>8,463.21</b>

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224776	11/15/2021	889149 STAPLES BUSINESS ADVANTAGE	8064014023		OFFICE SUPPLIES 001-190-0000-4300	93.22
					Total :	93.22
224777	11/15/2021	888821 THE GOODYEAR TIRE & RUBBER CO	123284	12554	TIRES FOR CITY FLEET 041-1215	1,862.75
			123293	12554	TIRES FOR CITY FLEET 041-1215	336.88
			123331	12554	TIRES FOR CITY FLEET 041-1215	472.60
			123465	12554	TIRES FOR CITY FLEET 041-1215	783.29
			123713	12554	TIRES FOR CITY FLEET 041-1215	1,075.13
					Total :	4,530.65
224778	11/15/2021	101528 THE HOME DEPOT CRC, ACCT#603532202490	1124049		SMALL TOOLS 070-383-0000-4340	438.80
			5020602		SMALL TOOLS 041-320-0000-4310	87.10
					Total :	525.90
224779	11/15/2021	103903 TIME WARNER CABLE	00103691011821		PD CABLE - 10/18-11/17 001-222-0000-4260	224.64
			196309102321		INTERNET SERVICES 10/23 - 11/22 001-190-0000-4220	1,399.00
					Total :	1,623.64
224780	11/15/2021	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION (09/ 001-420-0000-4220	29.40
					001-152-0000-4220	19.74
					Total :	49.14
224781	11/15/2021	887591 TOM BROHARD & ASSOCIATES	2021-32	12545	ON- CALL TRAFFIC ENGINEERING SER 001-310-0000-4270	15,400.00
					Total :	15,400.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224782	11/15/2021	893504 TOWN HALL STREAMS, LLC	13578		NOVEMBER STREAMING SERVICES 001-115-0000-4260	175.00
					Total :	175.00
224783	11/15/2021	103445 UNDERGROUND SERVICE ALERT	1020210685		(39) SNF01 NEW TICKET CHARGES 070-381-0000-4260	74.35
			DBS20205643		CA STATE FEE FOR REG COSTS 070-381-0000-4260	43.88
					Total :	118.23
224784	11/15/2021	893746 UNISHIELD	105746		MASKS 001-222-3689-4300	219.78
			INV-106812		MASKS 001-222-3689-4300	417.85
					Total :	637.63
224785	11/15/2021	893167 UNITED MAINTENANCE SYSTEMS	15050	12516	JANITORIAL SERVICES CITY WIDE-OC1 043-390-0000-4260	17,850.00
				12516	043-390-3689-4260	7,250.00
					Total :	25,100.00
224786	11/15/2021	893740 UTILITY SYSTEMS SCIENCE &	1044	12379	WASTEWATER FLOW MONITORING & S 072-360-0000-4260	540.00
					Total :	540.00
224787	11/15/2021	893647 VALEO NETWORKS	16669	12492	INFORMATION TECHNOLOGY MANAGE 001-135-0000-4270	508.40
			17046	12492	INFORMATION TECHNOLOGY MANAGE 001-135-0000-4270	315.00
			17493	12492	INFORMATION TECHNOLOGY MANAGE 001-135-0000-4270	506.20
			17693	12492	OCT'21-INFORMATION TECHNOLOGY M 001-135-0000-4270	10,083.00
			17694	12492	INFORMATION TECHNOLOGY MANAGE 001-135-0000-4270	328.40
			17703	12492	NOV'21-INFORMATION TECHNOLOGY M 001-135-0000-4270	10,083.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224787	11/15/2021	893647 VALEO NETWORKS	(Continued) 17812	12492	INFORMATION TECHNOLOGY MANAGE 001-135-0000-4270	328.40
					<b>Total :</b>	<b>22,152.40</b>
224788	11/15/2021	892081 VERIZON BUSINESS SERVICES	71989328		MPLS PORT ACCESS AND ROUTER FO 001-222-0000-4220	1,042.79
					<b>Total :</b>	<b>1,042.79</b>
224789	11/15/2021	889627 VERIZON CONFERENCING	Z7821245		CONFERENCE CALLS - AUG & SEPT 001-190-0000-4220	3.87
					<b>Total :</b>	<b>3.87</b>
224790	11/15/2021	100101 VERIZON WIRELESS-LA	9890805486 9891170676		MDT MODEMS - PD UNITS 001-222-0000-4220 PD CELL PHONE 001-222-0000-4220 001-152-0000-4220	701.44 315.21 190.05
					<b>Total :</b>	<b>1,206.70</b>
224791	11/15/2021	888390 WEST COAST ARBORISTS, INC.	177156-A 177995	12540 12540	CITY-WIDE TREE TRIMMING 011-311-0000-4260 CITY-WIDE TREE TRIMMING 001-311-0000-4260	31,476.00 11,878.00
					<b>Total :</b>	<b>43,354.00</b>
224792	11/15/2021	890970 WEX BANK	75535195		FUEL FOR CITY FLEET 041-320-0152-4402 041-320-0221-4402 041-320-0222-4402 041-320-0224-4402 041-320-0225-4402 041-320-0228-4402 041-320-0311-4402 041-320-0312-4402 041-320-0320-4402 041-320-0346-4402	211.00 223.77 265.01 1,541.62 4,348.72 614.83 997.28 2.00 8.00 40.31

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224792	11/15/2021	890970 WEX BANK	(Continued)		041-320-0370-4402 041-320-0390-4402 041-320-0420-4402 007-313-3630-4402 029-335-0000-4402 070-381-0000-4402 070-382-0000-4402 070-383-0000-4402 070-384-0000-4402 072-360-0000-4402	1,237.57 1,445.29 2.00 583.79 106.41 64.79 720.78 832.29 309.38 188.29
					<b>Total :</b>	<b>13,743.13</b>
224793	11/15/2021	889491 WILLDAN FINANCIAL SERVICES	010-49495	12514	FY 21-22 ANNUAL DISTRICT ADMINISTF 027-344-0000-4260	2,500.00
					<b>Total :</b>	<b>2,500.00</b>
224794	11/15/2021	892390 WILMINGTON TRUST	115494-007-1 115494-007-2		COP 2016 INTEREST INSTALL PYMNT 012-310-0000-4410 012-1041 TRUSTEE FEE 012-190-0000-4265	42,518.75 -1.26 2,500.00
					<b>Total :</b>	<b>45,017.49</b>
224795	11/15/2021	892023 WINDSTREAM	74235065		PHONE SERVICES-10/18/21-11/17/21 001-222-0000-4220 001-420-0000-4220 070-384-0000-4220 001-190-0000-4220	678.77 462.73 536.25 2,235.06
					<b>Total :</b>	<b>3,912.81</b>
224796	11/15/2021	889467 YOUNGBLOOD & ASSOCIATES	1599A 1602A	12460 12460	POLYGRAPH EXAMS 001-222-0000-4270 POLYGRAPH EXAMS 001-222-0000-4270	300.00 300.00
					<b>Total :</b>	<b>600.00</b>

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
83	Vouchers for bank code :	bank3			Bank total :	619,312.81
83	Vouchers in this report				Total vouchers :	619,312.81

Voucher Registers are not final until approved by Council.

## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 21-112vchlist  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224603	11/1/2021	100286 BAKER, BEVERLY	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
					<b>Total :</b>	<b>168.56</b>
224604	11/1/2021	100916 DEIBEL, PAUL	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
224605	11/1/2021	891041 GARCIA, CONNIE	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					<b>Total :</b>	<b>181.48</b>
224606	11/1/2021	101781 KISHITA, ROBERT	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					<b>Total :</b>	<b>181.48</b>
224607	11/1/2021	102126 MARTINEZ, MIGUEL	21-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	526.84
					<b>Total :</b>	<b>526.84</b>
224608	11/1/2021	891031 ORTEGA, JIMMIE	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
224609	11/1/2021	891032 OTREMBA, EUGENE	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					<b>Total :</b>	<b>619.50</b>
224610	11/1/2021	891354 RAMIREZ, ROSALINDA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					<b>Total :</b>	<b>181.48</b>
224611	11/1/2021	102940 RUIZ, RONALD	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					<b>Total :</b>	<b>691.88</b>
224612	11/1/2021	892782 TIGHE, DONNA	21-Nov		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224612	11/1/2021	892782 TIGHE, DONNA	(Continued)		001-180-0000-4127	181.48
					<b>Total :</b>	<b>181.48</b>
10 Vouchers for bank code : bank3						<b>Bank total : 3,209.20</b>
10 Vouchers in this report						<b>Total vouchers : 3,209.20</b>

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## SPECIAL CHECKS

EXHIBIT "A"  
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224613	11/1/2021	100042 ABDALLAH, ALBERT	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,321.98
					<b>Total :</b>	<b>1,321.98</b>
224614	11/1/2021	100091 AGORICHAS, JOHN	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	206.97
					<b>Total :</b>	<b>206.97</b>
224615	11/1/2021	891039 AGUILAR, JESUS	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	505.96
					<b>Total :</b>	<b>505.96</b>
224616	11/1/2021	100104 ALBA, ANTHONY	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					<b>Total :</b>	<b>619.50</b>
224617	11/1/2021	891011 APODACA-GRASS, ROBERTA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
224618	11/1/2021	100260 AVILA, FRANK	21-Nov		CALPERS HEALTH REIMB 041-180-0000-4127	1,196.68
					<b>Total :</b>	<b>1,196.68</b>
224619	11/1/2021	100306 BARNARD, LARRY	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
					<b>Total :</b>	<b>879.00</b>
224620	11/1/2021	100346 BELDEN, KENNETH M.	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,183.00
					<b>Total :</b>	<b>1,183.00</b>
224621	11/1/2021	892233 BUZZELL, CAROL	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	168.56
					<b>Total :</b>	<b>168.56</b>
224622	11/1/2021	891350 CALZADA, FRANK	21-Nov		CALPERS HEALTH REIMB	

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224622	11/1/2021	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	480.12
					<b>Total :</b>	<b>480.12</b>
224623	11/1/2021	100642 CASTRO, RICO	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,929.14
					<b>Total :</b>	<b>1,929.14</b>
224624	11/1/2021	103816 CHAVEZ, ELENA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	691.88
					<b>Total :</b>	<b>691.88</b>
224625	11/1/2021	100752 COLELLI, CHRISTIAN	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58
					<b>Total :</b>	<b>1,598.58</b>
224626	11/1/2021	891014 CREEKMORE, CASIMIRA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
224627	11/1/2021	893711 DAVIS, JAMES	21-Nov		CALPERS HEALTH REIMB 072-180-0000-4127	1,734.92
					<b>Total :</b>	<b>1,734.92</b>
224628	11/1/2021	891016 DEATON, MARK	21-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	617.17
					<b>Total :</b>	<b>617.17</b>
224629	11/1/2021	100913 DECKER, CATHERINE	21-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	619.50
					<b>Total :</b>	<b>619.50</b>
224630	11/1/2021	100925 DELGADO, RALPH	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	480.12
					<b>Total :</b>	<b>480.12</b>
224631	11/1/2021	100960 DIEDIKER, VIRGINIA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25

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224631	11/1/2021	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 238.25
224632	11/1/2021	892102 DOSTER, DARRELL	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 Total : 619.50
224633	11/1/2021	100996 DRAKE, JOYCE	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
224634	11/1/2021	100995 DRAKE, MICHAEL	21-Nov		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	119.13 119.12 Total : 238.25
224635	11/1/2021	100997 DRAPER, CHRISTOPHER	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
224636	11/1/2021	101044 ELEY, JEFFREY	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 Total : 1,751.00
224637	11/1/2021	891040 FISHKIN, RIVIAN	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
224638	11/1/2021	101178 FLORES, ADRIAN	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 Total : 1,526.76
224639	11/1/2021	101182 FLORES, MIGUEL	21-Nov		CALPERS HEALTH REIMB 043-180-0000-4127	1,526.76 Total : 1,526.76
224640	11/1/2021	892103 GAJDOS, BETTY	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	181.48

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224640	11/1/2021	892103 892103 GAJDOS, BETTY	(Continued)			Total : 181.48
224641	11/1/2021	891351 GARCIA, DEBRA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	2,478.01 Total : 2,478.01
224642	11/1/2021	891067 GARCIA, NICOLAS	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	851.32 Total : 851.32
224643	11/1/2021	101318 GLASGOW, KEVIN	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,598.58 Total : 1,598.58
224644	11/1/2021	891020 GLASGOW, ROBERT	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 Total : 370.00
224645	11/1/2021	101333 GODINEZ, FRAZIER C.	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	2,027.69 Total : 2,027.69
224646	11/1/2021	101409 GUERRA, LAUREN E	21-Nov		CALPERS HEALTH REIMB 072-180-0000-4127	691.88 Total : 691.88
224647	11/1/2021	891021 GUIZA, JENNIE	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 Total : 238.25
224648	11/1/2021	101415 GUTIERREZ, OSCAR	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 Total : 181.48
224649	11/1/2021	102896 GUZMAN, ROSA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 Total : 1,526.76

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224650	11/1/2021	891352 HADEN, SUSANNA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	526.84 <b>526.84</b>
224651	11/1/2021	101440 HALCON, ERNEST	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,269.00 <b>1,269.00</b>
224652	11/1/2021	891918 HARTWELL, BRUCE	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 <b>619.50</b>
224653	11/1/2021	101465 HARVEY, DAVID	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 <b>181.48</b>
224654	11/1/2021	101466 HARVEY, DEVERY MICHAEL	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,131.00 <b>1,131.00</b>
224655	11/1/2021	101471 HASBUN, NAZRI A.	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 <b>1,526.76</b>
224656	11/1/2021	891023 HATFIELD, JAMES	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 <b>619.50</b>
224657	11/1/2021	892104 HERNANDEZ, ALFONSO	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,423.24 <b>1,423.24</b>
224658	11/1/2021	891024 HOOKER, RAYMOND	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	893.07 <b>893.07</b>
224659	11/1/2021	893616 HOUGH, LOIS	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	168.56

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224659	11/1/2021	893616 893616 HOUGH, LOIS	(Continued)			<b>168.56</b>
224660	11/1/2021	101597 IBRAHIM, SAMIR	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 <b>1,526.76</b>
224661	11/1/2021	101694 JACOBS, ROBERT	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 <b>879.00</b>
224662	11/1/2021	892105 KAHMANN, ERIC	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	505.96 <b>505.96</b>
224663	11/1/2021	101786 KLOTZSCHE, STEVEN	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	889.45 <b>889.45</b>
224664	11/1/2021	891866 KNIGHT, DONNA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	174.48 <b>174.48</b>
224665	11/1/2021	892929 LEWIS, WANDA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
224666	11/1/2021	891043 LIEBERMAN, LEONARD	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	181.48 <b>181.48</b>
224667	11/1/2021	101933 LITTLEFIELD, LESLEY	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
224668	11/1/2021	102045 LLAMAS-RIVERA, MARCOS	21-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.54 <b>1,196.54</b>

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224669	11/1/2021	102059 MACK, MARSHALL	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 <b>1,526.76</b>
224670	11/1/2021	891010 MAERTZ, ALVIN	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	491.96 <b>491.96</b>
224671	11/1/2021	888037 MARTINEZ, ALVARO	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,972.46 <b>1,972.46</b>
224672	11/1/2021	102206 MILLER, WILMA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
224673	11/1/2021	102212 MIRAMONTES, MONICA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76 <b>1,526.76</b>
224674	11/1/2021	102232 MIURA, HOWARD	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25 <b>238.25</b>
224675	11/1/2021	892106 MONTAN, EDWARD	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	168.56 <b>168.56</b>
224676	11/1/2021	102365 NAVARRO, RICARDO A	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 <b>480.12</b>
224677	11/1/2021	102473 ORDELHEIDE, ROBERT	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	2,088.36 <b>2,088.36</b>
224678	11/1/2021	102483 OROZCO, ELVIRA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	168.56

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224678	11/1/2021	102483 102483 OROZCO, ELVIRA	(Continued)			<b>168.56</b>
224679	11/1/2021	102486 ORSINI, TODD	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	2,298.30 <b>2,298.30</b>
224680	11/1/2021	102569 PARKS, ROBERT	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 <b>1,751.00</b>
224681	11/1/2021	102580 PATINO, ARMANDO	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,751.00 <b>1,751.00</b>
224682	11/1/2021	102527 PISCITELLI, ANTHONY	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	480.12 <b>480.12</b>
224683	11/1/2021	891033 POLLOCK, CHRISTINE	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	370.00 <b>370.00</b>
224684	11/1/2021	102735 QUINONEZ, MARIA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,196.68 <b>1,196.68</b>
224685	11/1/2021	891034 RAMSEY, JAMES	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	865.08 <b>865.08</b>
224686	11/1/2021	102864 RIVETTI, DOMINICK	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 <b>879.00</b>
224687	11/1/2021	102936 RUELAS, MARCO	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,377.34 <b>1,377.34</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224688	11/1/2021	891044 RUSSUM, LINDA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
224689	11/1/2021	103005 SALAZAR, TONY	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,526.76
					Total :	1,526.76
224690	11/1/2021	892107 SHANAHAN, MARK	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	505.96
					Total :	505.96
224691	11/1/2021	891035 SHERWOOD, NINA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224692	11/1/2021	103175 SKOBIN, ROMELIA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32
					Total :	1,274.32
224693	11/1/2021	893677 SOLIS, MARGARITA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,177.98
					Total :	1,177.98
224694	11/1/2021	103220 SOMERVILLE, MICHAEL	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.00
					Total :	1,356.00
224695	11/1/2021	103394 TORRES, RACHEL	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
224696	11/1/2021	889588 UFANO, VIRGINIA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	181.48
					Total :	181.48
224697	11/1/2021	888417 VALDIVIA, LAURA	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					Total :	238.25
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224697	11/1/2021	888417 888417 VALDIVIA, LAURA	(Continued)			Total : 238.25
224698	11/1/2021	891046 VANAALST, LEONILDA	21-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	181.48 Total : 181.48
224699	11/1/2021	103550 VANICEK, JAMES	21-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	1,196.68 Total : 1,196.68
224700	11/1/2021	103562 VASQUEZ, JOEL	21-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	1,751.00 Total : 1,751.00
224701	11/1/2021	888562 VILLALPANDO, SEBASTIAN FRANK	21-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	851.32 Total : 851.32
224702	11/1/2021	103692 VILLALVA, FRANCISCO	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	2,027.69 Total : 2,027.69
224703	11/1/2021	891038 WAITE, CURTIS	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32 Total : 1,274.32
224704	11/1/2021	103612 WALKER, MICHAEL	21-Nov		CALPERS HEALTH REIMB 027-180-0000-4127	1,526.76 Total : 1,526.76
224705	11/1/2021	103620 WARREN, DALE	21-Nov		CALPERS HEALTH REIMB 072-180-0000-4127	181.48 Total : 181.48
224706	11/1/2021	891036 WATT, DAVID	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	619.50 Total : 619.50
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224707	11/1/2021	893690 WATTS, STEVE M.	21-Nov		CALPERS HEALTH REIMB 072-180-0000-4127	1,196.68
					<b>Total :</b>	<b>1,196.68</b>
224708	11/1/2021	891037 WEBB, NANCY	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	865.08
					<b>Total :</b>	<b>865.08</b>
224709	11/1/2021	103643 WEDDING, JEROME	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	619.50
					<b>Total :</b>	<b>619.50</b>
224710	11/1/2021	103727 WYSBEEK, DOUDE	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	238.25
					<b>Total :</b>	<b>238.25</b>
224711	11/1/2021	103737 YNIGUEZ, LEONARD	21-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.32
					<b>Total :</b>	<b>1,274.32</b>
99 Vouchers for bank code : bank3						<b>Bank total :</b> 87,554.33
99 Vouchers in this report						<b>Total vouchers :</b> 87,554.33

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224712	10/25/2021	893115 P.E.R.S. CITY RETIREMENT	100000016520957		EMPL CONTRIB VARIANCE-09/11-09/24	
					018-222-0000-4124	158.13
					018-224-0000-4124	118.60
					018-225-0000-4124	1,699.88
					Total :	1,976.61
1 Vouchers for bank code :		bank3			Bank total :	1,976.61
1 Vouchers in this report					Total vouchers :	1,976.61

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224384	10/1/2021	103648 CITY OF SAN FERNANDO	PR 10-1-21		REIMB FOR PAYROLL W/E 9/24/21	
					001-1003	414,056.72
					007-1003	162.16
					017-1003	1,625.21
					027-1003	2,116.37
					029-1003	3,930.09
					030-1003	1,746.63
					041-1003	5,552.38
					043-1003	16,006.55
					070-1003	39,828.58
					072-1003	20,596.53
					094-1003	144.09
					110-1003	2,299.34
					<b>Total :</b>	<b>508,064.65</b>
224387	10/4/2021	103648 CITY OF SAN FERNANDO	SPR 10-4-21		REIMB FOR SPECIAL PAYROLL W/E 10/	
					001-1003	145.91
					043-1003	1,459.40
					070-1003	16.20
					<b>Total :</b>	<b>1,621.51</b>
224388	10/6/2021	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - OCTOBER 202	
					001-1160	10,602.45
					<b>Total :</b>	<b>10,602.45</b>
224389	10/6/2021	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - OCTOBER 202	
					001-1160	176.22
					<b>Total :</b>	<b>176.22</b>
224390	10/6/2021	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - OCTOBER 2021	
					001-1160	2,090.37
					<b>Total :</b>	<b>2,090.37</b>
224391	10/6/2021	887627 STANDARD INSURANCE	DEMAND		AD&D INS BENEFITS - OCTOBER 2021	
					001-1160	3,650.06

Page: 1

vchlist

11/03/2021 12:09:50PM

Voucher List

CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224391	10/6/2021	887627 887627 STANDARD INSURANCE	(Continued)		<b>Total :</b>	<b>3,650.06</b>
224496	10/14/2021	103648 CITY OF SAN FERNANDO	PR 10-15-21		REIMB FOR PAYROLL W/E 10-8-21	
					029-1003	3,872.15
					030-1003	2,650.87
					041-1003	5,552.39
					043-1003	18,942.52
					070-1003	35,731.79
					072-1003	20,080.62
					094-1003	144.09
					110-1003	788.36
					001-1003	410,739.89
					007-1003	162.17
					017-1003	1,567.74
					027-1003	3,878.08
					<b>Total :</b>	<b>504,110.67</b>
224498	10/20/2021	103064 SAN GABRIEL VALLEY CITY	102121		RGSTR-SGVCMA MTG ON 10/20/21	
					001-105-0000-4370	35.00
					<b>Total :</b>	<b>35.00</b>
224602	10/28/2021	103648 CITY OF SAN FERNANDO	PR 10-29-21		REIMB FOR PAYROLL W/E 10-22-21	
					001-1003	418,731.65
					007-1003	162.17
					017-1003	1,625.21
					027-1003	4,099.34
					029-1003	3,997.68
					030-1003	2,211.51
					041-1003	5,552.46
					043-1003	22,446.19
					070-1003	36,527.12
					072-1003	21,946.57
					094-1003	144.09
					110-1003	1,673.56
					<b>Total :</b>	<b>519,117.55</b>
9 Vouchers for bank code : bank3						<b>Bank total : 1,549,468.48</b>

Page: 2

**SPECIAL CHECKS****EXHIBIT "A"**  
**RES. NO. 21-112**vchlist  
11/03/2021 12:09:50PMVoucher List  
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
9		Vouchers in this report			Total vouchers :	1,549,468.48

Voucher Registers are not final until approved by Council.

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**SPECIAL CHECK****EXHIBIT "A"**  
**RES. NO. 21-112**

vchlist

11/02/2021 11:33:41AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
224713	11/5/2021	102519 P.E.R.S.	NOV 2021		HEALTH INS. BENEFITS- NOV 2021 001-1160	148,073.31
Total :						148,073.31
1 Vouchers for bank code : bank3						Bank total : 148,073.31
1 Vouchers in this report						Total vouchers : 148,073.31

Voucher Registers are not final until approved by Council.

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Gerardo Marquez, Acting Senior Planner

**Date:** November 15, 2021

**Subject:** Second Reading and Adoption of Ordinance No. 1704 Approving a General Plan Amendment 2018-001 and Zone Change 2018-001 and the Conditions of Approval to Change the Current R-1 (Single Family Residential) Zone to M-1 (Limited Industrial) Zone for the Development of a 12,300 sq. ft. Industrial Building Located at 649 and 655 Fourth Street

### RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 1704 (Attachment "A") that was introduced for first reading at the City Council meeting of November 1, 2021, in title only and waive further reading, approving a General Plan Amendment 2018-001 and Zone Change 2018-001 and the Conditions of Approval (Exhibit "A") to change the current R-1 (Single Family Residential) zone to M-1 (Limited Industrial) zone for the development of a 12,300 sq. ft. industrial building located at 649 and 655 Fourth Street.

### BACKGROUND:

1. On June 18, 2018, Victor Pena (the "Applicant"), submitted entitlement applications seeking the development of a 12,300 sq. ft. industrial building that would include approximately 524 sq. ft. of office area. The applicant proposes to operate his general building contractor firm here to serve as headquarters, storage facility, and ancillary office.
2. On December 9, 2019, the Planning and Preservation Commission ("Commission") held a public hearing for this item and continued it to the next regularly scheduled meeting of January 13, 2020, where it was subsequently approved with minimal public comments. The Commission approved Variance 2018-001 and Site Plan Review 2018-018 via Resolution No. 2019-011. The Commission also recommended approval of General Plan Amendment 2018-001 and Zone Change 2018-001 to the City Council via Resolution No. 2019-010 (Attachment "B").
3. On January 13, 2020, the Commission held a public hearing and approved Variance 2018-001 and Site Plan Review 2018-018 via Resolution No. 2019-011. The Commission also

**Second Reading and Adoption of Ordinance No. 1704 Approving a General Plan Amendment 2018-001 and Zone Change 2018-001 and the Conditions of Approval to Change the Current R-1 (Single Family Residential) Zone to M-1 (Limited Industrial) Zone for the Development of a 12,300 sq. ft. Industrial Building Located at 649 and 655 Fourth Street**

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recommended approval of General Plan Amendment 2018-001 and Zone Change 2018-001 to the City Council via Resolution No 2019-010 (Attachment "B").

4. On November 1, 2021, the City Council approved for first reading, in title only, and waive further reading of Ordinance No. 1704 (Attachment "A"), "An Ordinance of the City Council of the City of San Fernando, California, approving a General Plan Amendment 2018-001 and Zone Change 2018-001 and the Conditions of Approval (Exhibit "A") to change the current R-1 (Single Family Residential) zone to M-1 (Limited Industrial) zone for the development of a 12,300 sq. ft. industrial building located at 649 and 655 Fourth Street.

**ANALYSIS:**

The purpose of the proposed Ordinance (Attachment "A") is to formally approve an application submitted to the City by Victor Pena (the "Applicant"), seeking the development of a 12,300 sq. ft. industrial building located at 649 and 655 Fourth Street that would include approximately 524 sq. ft. of office area. The applicant proposes to operate his general building contractor firm here to serve as headquarters, storage facility, and ancillary office.

The development project was presented to the City Planning and Preservation Commission who has the authority to review and approve Variance and Site Plan Review. The Commission held a public hearing on January 12, 2020 to consider the proposed development. The development was approved with the projects Variance and Site Plan Review and the Commission recommended amendments to the City's General Plan and Zone Change (Attachment "B").

However, the City Council has the ultimate discretionary authority for General Plan amendments and zone change entitlements through a public hearing and adoption of an ordinance. At the November 1, 2021 public hearing of the City Council, the proposed development was approved through an introduction and first reading of Ordinance No. 1704 and Exhibit "A" Conditions of Approval.

Therefore, final approval and second reading to adopt Ordinance No. 1704 of the proposed General Plan Amendment 2018-001 and Zone Change 2018-001 is necessary to allow the applicant to move forward with development of the property.

**BUDGET IMPACT:**

There is no budget impact for discussing this item. The project will provide a dedication of 7,908 sq. ft. in public right of way improvements to the City. This will include widening of Jessie Street as well as providing a new sidewalk, curb and gutter per City standards.

**Second Reading and Adoption of Ordinance No. 1704 Approving a General Plan Amendment 2018-001 and Zone Change 2018-001 and the Conditions of Approval to Change the Current R-1 (Single Family Residential) Zone to M-1 (Limited Industrial) Zone for the Development of a 12,300 sq. ft. Industrial Building Located at 649 and 655 Fourth Street**

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**CONCLUSION:**

Staff recommends that the City Council adopt Ordinance No. 1704 (Attachment "A") that was introduced for first reading at the City Council meeting of November 1, 2021, approving a General Plan Amendment 2018-001 and Zone Change 2018-001 and the Conditions of Approval (Exhibit "A") to change the current R-1 (Single Family Residential) zone to M-1 (Limited Industrial) zone for the development of a 12,300 sq. ft. industrial building located at 649 and 655 Fourth Street.

**ATTACHMENTS:**

- A. Ordinance No. 1704 and Exhibit "A": Conditions of Approval
- B. Planning and Preservation Commission Resolutions 2019-010 and 2019-011

**ORDINANCE NO. 1704**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT 2018-001 AND ZONE CHANGE 2018-001 AND THE CONDITIONS OF APPROVAL IN ORDER TO CHANGE THE CURRENT R-1 (SINGLE FAMILY RESIDENTIAL) ZONE TO M-1 (LIMITED INDUSTRIAL) ZONE FOR THE DEVELOPMENT OF A 12,300 SQ. FT. INDUSTRIAL BUILDING LOCATED AT 649 AND 655 FOURTH STREET**

**WHEREAS**, an application has been filed by Victor Pena (the "Applicant"), to request for the approval of a General Plan Amendment and Zone Change for the development of a 12,300 sq. ft. industrial building project within the existing R-1 (Single Family Residential) zone which is proposing to change to M-1 (Limited Industrial) zone; and

**WHEREAS**, notice of public hearing of the City Council of the City of San Fernando to consider the requested General Plan Amendment and Zone Change was given in accordance with Government Code §66451.3; and

**WHEREAS**, the Applicant has requested approval of the requested Zone Change Pursuant to section 106-20 of the San Fernando Municipal Code which would allow for a zone change to designate the site from an R-1 Single Family Residential lot to an M-1 Limited Industrial lot, the proposed use meets the minimum development standards. Based on the foregoing, it is staff's assessment that the request is consistent with the General Plan and applicable development standards; and

**WHEREAS**, the Applicant has requested approval of the requested General Plan Amendment Pursuant to section 106-20 of the San Fernando Municipal Code which would allow for a zone change to designate the site from an R-1 Single Family Residential lot to an M-1 Limited Industrial lot, the proposed use meets the minimum development standards. Based on the foregoing, it is staff's assessment that the request is consistent with the General Plan and applicable development standards; and

**WHEREAS**, pursuant to Government Code §66452.3, City staff prepared a written report recommending that the proposed subdivision be approved, and served a copy of that report upon the subdivider at least three (3) days prior to the aforementioned hearing; and

**WHEREAS**, pursuant to Government Code §66412.3, the Planning Commission has considered the effect of the proposed development, on the housing needs of the region in which San Fernando is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources; the approval of the proposed development represents the balance of these respective needs in a manner which is consistent with the City's obligation pursuant to its powers to protect the public health, safety and welfare; and

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

**SECTION 1:** This project has been reviewed by the City for compliance with the California Environmental Quality Act (CEQA). Based on that assessment, the project has been determined to require a mitigated negative declaration adoption in order to provide a less than significant impact to the environment; and

**SECTION 2:** The Project is consistent with the objectives, policies, and general land uses and programs provided in the City's General Plan and the applicable development standards for M-1 Limited Industrial Zone; and

**SECTION 3:** Pursuant to City Code Section 106-20, the City Council finds that the following findings for Zone Change 2018-001 have been justified and upheld in the affirmative in concurrence with the recommended conditions of approval regarding the development of an industrial building. The City Council findings are as follows:

**1. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's general plans.**

The present zoning designation of the subject sites are both R-1 (Single Family Residential) which allows for single family residential development as well as other uses usually found in low density zones such as churches and schools. Although the proposed Project will not provide any housing units and change the zoning to a non-residential designation, the proposed off-site improvements will satisfy Policy 1.6 of the San Fernando General Plan Housing Element. Policy 1.6 calls for the maintenance of quality of life within neighborhoods by providing adequate maintenance of streets, sidewalks and alleys, parks and other public facilities. The 7,908 sq. ft. dedication shall allow for a 60 foot wide public right of way access providing two-way vehicular access on Jessie Street, a new sidewalk, curb and gutter directly adjacent to the subject site. In addition, a new ADA accessible ramp on the northwestern corner of Fourth Street and Jessie Street shall also be constructed.

The proposed Zone Change from R-1 (Single Family Residential) to M-1 (Limited Industrial) for the two subject properties would facilitate the development of the new 12,300 sq. ft. industrial building. Directly across Jessie Street to the east are exclusively M-1 zoned lots as well as directly north of the subject site along Jessie Street all the way up to Fifth Street. The requested zone change would maintain the already existing zoning patterns within the area and make use of vacant land by yielding significant physical improvements to the Project site and adjacent right of ways in the form of a 7,908 sq. ft. dedication to the City that will widen Jessie Street.

Approval of the proposed general plan amendment would ensure the Projects, compliance with the goals and objectives of the City's General Plan Circulation Element by providing traffic improvements in order to respond to changes in traffic patterns. The 7,908 sq. ft. dedication that this Project provides will immediately improve the circulation

of traffic within the vicinity. Currently Jessie Street at this location is approximately 22.11' wide (Attachment "D"), only allows for one-way traffic southbound on to Fourth Street and only provides a single pedestrian sidewalk on the eastern side of Jessie Street. The proposed dedication shall allow for a 60 foot wide public right of way access providing two-way vehicular access on Jessie Street, a new sidewalk, curb and gutter directly adjacent to the subject site. In addition, the Project will also construct a new ADA accessible ramp on the northwestern corner of Fourth Street and Jessie.

(San Fernando General Plan Circulation Element, Pg. V-5, 6)

Objective:

- ✓ Provide traffic improvements in order to respond to changes in traffic patterns.

Goals:

- ✓ To provide a safe and efficient street system that allows maximum accessibility.
- ✓ To provide easy access for residents to facilities within the City of San Fernando.

These improvements to the public right of way will provide a new sidewalk for pedestrian foot traffic along Jessie Street. These improvements will provide ease of access for residents to facilities within the City of San Fernando by creating additional paths of travel. The improved circulation to the area will increase the ease of access to and from City facilities.

Additionally, the requested zone change would make use of undeveloped land and would comply with the goals and objectives of the General Plan Land Use Element. With the requested general plan amendment, this Project would ensure compliance with the goals of maintaining an identity that is distinct from surrounding communities, promote economic viability as well as retaining the small-town character of San Fernando (San Fernando General Plan Land Use Element Goals I, II and III, Pg. IV-6).

The proposed development of a 12,300 sq. ft. industrial building would maintain the established identity given that within the immediate vicinity of the Project site are existing neighboring M-1 and R-1 Lots. The applicant currently operates a construction company that has been established in the City of San Fernando since 1999 and employs approximately 25 individuals. The zone change will enable this local business to stay and grow in San Fernando. The Project will provide significant physical improvements to the Project site and adjacent public right of way, eliminate blight associated with the existing physical conditions of the subject properties which will help retain and enhance the small town character of San Fernando. Thus, it is staff's assessment that this finding can be made in this case.

**2. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.**

The granting of a zone change to change the zoning designation of these lots from R-1 (Single Family Residential) to M-1 (Limited Industrial) will not be detrimental to the public

interest, health, safety, convenience of welfare due to the fact that the proposed use will complement established industrial uses within the vicinity and would allow for the development of a new 12,300 sq. ft. industrial building. In addition, the proposed use would allow for the ongoing development and creation of jobs within the general area. With the adoption of the recommended conditions of approval for the proposed zone change, the applicant would be required to provide sufficient safeguards to deter any potential public nuisance issues and protect public interest, health, safety, convenience or welfare. Noncompliance with the conditions of approval for an approved Zone Change would require corrective action on behalf of the owner.

As a result of the development, significant improvements to the site and adjacent public rights of way will eliminate existing blight conditions. These physical improvements will come as the widening of Jessie Street, incorporation of a new curb and gutter along Jessie Street, the placement of an additional sidewalk adjacent to the subject site, curb cuts as well as the installation of ADA accessible ramp on the corner of Fourth Street and Jessie Street. The Project would also be responsible for making the necessary upgrades to the existing water and sewer infrastructure required to accommodate the Projects potential demand per Public Works Departments specifications (Attachment "E"). Conditions of approval shall be implemented as part of the entitlement to deter adverse effects to adjacent residentially zoned lots. For example, conditions will be placed on hours of operation, lighting, perimeter fencing as well as overall property maintenance. Therefore, the on-site and off-site physical improvement that would result as part of the Project would not be detrimental to the public interest, health, safety, convenience or welfare. Thus, it is staff's assessment that this finding can be made.

**SECTION 4:** Pursuant to Government Code §66474, with the incorporation of those conditions attached as Exhibit "A":

- a. The proposed map is consistent with the applicable general and specific plans as specified in Government Code §65451.
- b. The design and improvements of the proposed subdivision are consistent with the General Plan.
- c. The site is physically suitable for the type of development contemplated by the proposed subdivision.
- d. The site is physically suitable for the proposed density of the development contemplated by the proposed subdivision.
- e. The design of the development and improvements is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
- f. The design of the development and improvements is not likely to cause serious public health problems.

- g. The design of the development or the type of improvements will not conflict with easements acquired by the public at large for access through or use of the property within the proposed development.

**SECTION 5.** The City Clerk shall cause this ordinance or a summary hereof to be published in a newspaper of general circulation, published in the County of Los Angeles and circulated in the City, and if applicable, to be posted, in accordance with Section 36933 of the California Government Code; shall certify to the adoption of this ordinance and shall cause a certified copy of this ordinance, together with proof of publication, to be filed in the Office of the City Clerk.

**SECTION 6.** This ordinance shall go into effect and be in full force effective at 12:01 a.m. on the thirty-first (31<sup>st</sup>) day after its passage.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando this 15<sup>th</sup> day of November, 2021.

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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



CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Ordinance No. 1704 which was introduced on November 1, 2021, and adopted by the City Council of the City of San Fernando, California at a regular meeting thereof held on the 15<sup>th</sup> day of November, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

---

Julia Fritz, City Clerk

**EXHIBIT "A"**  
**CONDITIONS OF APPROVAL**

**PROJECT NO.:** **General Plan Amendment 2018-001,  
Zone Change 2018-001**

**PROJECT ADDRESS:** 649 – 655 Fourth Street San Fernando, CA 91340  
(Los Angeles County Assessor Identification No.: 2519-021-014 &  
2519-021-015)

**PROJECT Description:** Approval of General Plan Amendment 2018-001 and Zone  
Change 2018-001

The following conditions shall be made a part of the approval of the project, and shall be complied with in their entirety, as determined by the Community Development Department:

1. Indemnification. The property owner and the project applicant, shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the property owner and developer of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. The property owner and developer shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report or related environmental assessment) if made necessary through the initiation of the project.
2. Revocation. Violation of, or noncompliance with, any of these conditions of approval may constitute grounds for revocation of this conditional use permit, as provided below:

Where conditions and activities associated with the operation of the future tenant, as defined herein, interfere with the quiet enjoyment of life and property in the neighborhood, or are or tend to be, injurious to health and safety of persons in the neighborhood. These include, but are not limited to the following:

Excessive noise, noxious smells or fumes, loitering, littering, disturbing the peace, illegal drug activity, public vandalism, graffiti, lewd conduct, gambling, illegal parking, traffic violations, theft, assaults, batteries;

Police detention, citation, and/or arrests for these or any other unlawful activity attributed to the sale and/or consumption of illegal items declared by the City to be a public nuisance;

3. Property Maintenance. The subject site and its immediate surrounding area shall be maintained in a clean, neat and orderly manner at all times and shall comply with the property maintenance standards as set forth in the San Fernando City Code.
4. Landscape. All proposed on-site and off-site plantings shall be kept in a healthy and growing condition, consistent with the design of a landscaping and irrigation plan approved by the Community Development Department. Fertilization, cultivation, tree pruning shall be a part of regular maintenance. Good horticultural practices shall be followed in all instances. The landscape design shall be further refined as necessary to improve the level of design quality by focusing on important design principles. Further landscape design refinements shall address, but not be limited to, the following:
  - a) The landscaping shall be provided with an appropriate low-maintenance landscape design and material selection that is attractive, durable and drought-tolerant. All proposed landscaping shall be arranged to emphasize visual attractiveness as viewed from the public right-of-way.
  - b) All proposed landscaped areas shall be served by well-balanced automatic irrigation system operated by an electrically timed controller station set for early morning irrigation and maintained in a manner consistent with the approved landscape plan. The final landscaping/irrigation plan shall identify the size and location of all landscape materials and irrigation equipment. Water conservation measures shall be incorporated in the irrigation plan;
  - c) The landscape plan shall provide specifications for the following: design of hardscape elements, including pedestrian walkways, paved areas, common areas, seating, landscape planters, lighting, etc.; planting materials, including, trees, shrubs, ground cover, grass, miscellaneous plant materials, landscape containers and soil preparation; and, automatic irrigation plans, including materials and details.
5. SCAQMD. South Coast Air Quality Management District ("SCAQMD") must be contacted prior to any demolition or renovation. Call (909) 396-2000 for further information. Failure to comply with the provisions of Rule 1403 may result in a penalty of up to \$25,000 per day. Once approval from SCAQMD has been obtained, a City of San Fernando Demolition Permit is required for any existing buildings or structures which are to be demolished and must be obtained prior to any work commencing.

6. Surface Runoff. All requirements of the National Pollutant Discharge Elimination System (NPDES) shall be complied with and an NPDES permit, including but not limited to the installation of any required clarifiers and/or on-site infiltration system, must be obtained prior to any occupation or use of the site. During construction, the project site shall comply with all applicable Best Management Practices (BMPs).
7. Construction Hours. Construction activity on Mondays through Fridays shall comply with the current San Fernando City Code standards for construction of 7:00 a.m. to 6:00 p.m. In addition, any construction on Saturday shall be from 8:00 a.m. to 6:00 p.m. Unless otherwise allowed in the City's Noise Ordinance, no construction shall be allowed on Sundays and Federal Holidays.
8. Graffiti Removal. Unless otherwise specified in the conditions of approval, the property owner(s), operator and all successors shall comply with the graffiti removal and deterrence requirements of the San Fernando City Code. The property owner(s), operator and all successors shall provide for the immediate removal of any graffiti vandalism occurring on the property and, where applicable, the restoration of the surface on which the graffiti exists. Such restoration shall entail repainting or refinishing of the surface with a color or finish that matches the color or finish of the remaining portions of the structure being painted, and including treatment of the surface or site with measures to deter future graffiti vandalism as approved or required by the community development department. Property owner(s), operator and all successors shall maintain an additional stock of exterior paints and finishes for immediate execution of graffiti removal. Unless removed by the property owner or their designee within the specified time frame required by city code, property owner(s), operator and all successors shall grant the right of access to authorized agents of the City of San Fernando to remove graffiti from any surface on the property that is open and accessible from city property or public right-of-way, at the expense of the owner(s) or operator and all successors.
9. The existing structures shall be removed pursuant to a demolition permit obtained from the Building and Safety Supervisor. The demolition shall comply with all applicable building and safety code requirements and clearance shall be obtained from the Air Quality Management District ("AQMD") prior to demolition.
10. All on-site utilities shall be located underground. Applicant shall provide any easements as necessary. Overhead utility facilities and distribution lines located on the site or off-site adjacent to the perimeter of the site shall be removed and/or placed underground unless determined to be unfeasible by Community Development Department. The applicant shall comply with all development standards and health and safety requirements or guidelines of any relevant utility company, the Public Utilities Commission and the City of San Fernando ("City") relating to construction or residential occupancy in proximity to any remaining overhead utility distribution facilities, and to the design of new utilities placed underground or elsewhere.

11. Electrical distribution facilities/equipment (transformers, load centers, panel boxes and meters, major conductors, underground conduits, etc.) shall be designed/located in conformance with California Public Utilities Commission recommendations for "prudent avoidance" of exposures of dwelling unit occupants to power frequency electromagnetic fields (EMF) that are above background levels.
12. The applicant shall verify to the City's satisfaction that there is no existing contamination of soil on the site.
13. The applicant shall comply with the requirements as listed in the attached "Public Works Department Development/Improvement Review Checklist."
14. A drainage study of the site shall be performed and any improvements necessary to prevent runoff from any future development onto adjacent properties shall be provided or ensured by a bond.
15. A landscape plan shall be reviewed and approved by the City Engineer.
16. General Compliance. The applicant shall comply with all requirements of applicable federal, state, or local law, ordinance, or regulation.
17. Occupancy per Approval. The subject property shall be improved in substantial conformance with the site plan, exterior elevations, floor plans, and landscape plan, as reviewed by the Planning and Preservation Commission on March 05, 2019, except as herein modified to comply with these Conditions of Approval.
18. Trash Receptacles. All trash receptacles shall be placed in a confined area within the property out of sight of the public right of way as well as off of public property except for trash collection activities.
19. Site Inspections. The Community Development Department shall have the authority to inspect the site to assure compliance with these conditions of approval. The applicant and all successors shall grant the right of access to authorized agents of the City of San Fernando to conduct periodic inspections of the property.
20. Modifications. Unless the Community Development Director deems a proposed change to the approved plans and operation a minor modification, any and all other modifications to the development plan, including these conditions of approval, shall require review and approval by the Planning and Preservation Commission. Expansion or enlargement of the activity beyond the thresholds permitted by this entitlement shall be subject to the CUP modification approval process.
21. Covenants Conditions and Restrictions. CC&R's shall be reviewed by the Community Development Department and shall be recorded before the issuance of a Certificate of Occupancy.

22. Building Code Requirements. The applicant shall comply with all applicable building and construction requirements of the City of San Fernando's building codes, as specified by the City's Community Development Department.
23. Expiration. This use shall become null and void unless exercised by obtaining building permits to implement the construction granted by this entitlement within twelve (12) months of final approval. Additional time in increments of six (6) months at a time may be granted, at the discretion of the Community Development Department Director.

**RESOLUTION NO. 2019-010**

**A RESOLUTION OF THE PLANNING AND PRESERVATION COMMISSION OF THE CITY OF SAN FERNANDO RECOMMENDING APPROVAL TO THE CITY COUNCIL FOR GENERAL PLAN AMENDMENT 2018-001 AND ZONE CHANGE 2018-001 TO ALLOW FOR THE GENERAL PLAN AMENDMENT AND ZONE CHANGE TO CHANGE THE CURRENT ZONE OF R-1 (SINGLE FAMILY RESIDENTIAL) ZONE TO M-1 (LIMITED INDUSTRIAL) ON THE PARCELS ZONE LOCATED AT 649 AND 655 FOURTH STREET.**

WHEREAS, an application has been filed by Victor Pena (the "Applicant"), to request approval of a General Plan Amendment and Zone Change to change the current zone of R-1 (Single Family Residential) zone to M-1 (Limited Industrial) zone, Setback Variance and Site Plan Review for the development of a 12,300 square foot industrial building which would include approximately 524 square feet of office area within the M-1 Limited Industrial Zone. The project site is approximately a 30,055 square foot lot located on the northwestern corner of Jessie and Fourth Street;

WHEREAS, General Plan Amendment 2018-001 and Zone Change 2018-001 would allow for the construction of a 12,300 square foot industrial building which would include approximately 524 square feet of office area within the M-1 Limited Industrial Zone;

WHEREAS, the Planning and Preservation Commission has considered all of the evidence presented in connection with the Project, written and oral at the public hearing held on the 13<sup>th</sup> day of January 2020;

NOW, THEREFORE, BE IT RESOLVED that the Planning and Preservation Commission finds as follows:

SECTION 1: This project has been reviewed by the City for compliance with the California Environmental Quality Act (CEQA). Based on the City's environmental assessment, staff has decided to adopt a mitigated negative declaration. The environmental assessment cites possible environmental impacts that shall be mitigated in order to provide a less than significant impact to the environment. These possible impacts include the creation of dust, debris, and runoff during the demolition and construction of the project. Public notice of the project was made available for public review from December 10, 2019 to December 30, 2019;

SECTION 2: The Project is consistent with the objectives, policies, and general land uses and programs provided in the City's General Plan and the applicable development standards for industrially zoned property within the M-1 Light Industrial Zone; and

SECTION 3: Pursuant to San Fernando City Code Section 106-20 (Zoning Map Amendments) the City Council may amend the City's official zoning map whenever required by public necessity, convenience and general welfare. As part of the review process, the Planning and Preservation Commission shall review all proposed zone change requests and provide

recommendation to the City Council to approve, approve with conditions, or deny the application. Subsequent to Commission consideration, the City Council shall review the zone change request and approve the application only if the following two findings of fact can be made in a positive manner.

**a. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the City's general plans.**

The present zoning designation of the subject sites are both R-1 (Single Family Residential) which allows for single family residential development as well as other uses usually found in low density zones such as churches and schools. Although the proposed Project will not provide any housing units and change the zoning to a non-residential designation, the proposed off-site improvements will satisfy Policy 1.6 of the San Fernando General Plan Housing Element. Policy 1.6 calls for the maintenance of quality of life within neighborhoods by providing adequate maintenance of streets, sidewalks and alleys, parks and other public facilities. The 7,908 sq. ft. dedication shall allow for a 60 foot wide public right of way access providing two-way vehicular access on Jessie Street, a new sidewalk, curb and gutter directly adjacent to the subject site. In addition, a new ADA accessible ramp on the northwestern corner of Fourth Street and Jessie Street shall also be constructed.

The proposed Zone Change from R-1 (Single Family Residential) to M-1 (Limited Industrial) for the two subject properties would facilitate the development of the new 12,300 sq. ft. industrial building. Directly across Jessie Street to the east are exclusively M-1 zoned lots as well as directly north of the subject site along Jessie Street all the way up to Fifth Street. The requested zone change would maintain the already existing zoning patterns within the area and make use of vacant land by yielding significant physical improvements to the Project site and adjacent right of ways in the form of a 7,908 sq. ft. dedication to the City that will widen Jessie Street.

Approval of the proposed general plan amendment would ensure the Projects, compliance with the goals and objectives of the City's General Plan Circulation Element by providing traffic improvements in order to respond to changes in traffic patterns. The 7,908 sq. ft. dedication that this Project provides will immediately improve the circulation of traffic within the vicinity. Currently Jessie Street at this location is approximately 22.11' wide (Attachment "D"), only allows for one-way traffic southbound on to Fourth Street and only provides a single pedestrian sidewalk on the eastern side of Jessie Street. The proposed dedication shall allow for a 60 foot wide public right of way access providing two-way vehicular access on Jessie Street, a new sidewalk, curb and gutter directly adjacent to the subject site. In addition, the Project will also construct a new ADA accessible ramp on the northwestern corner of Fourth Street and Jessie.

(San Fernando General Plan Circulation Element, Pg. V-5, 6)

Objective:

- ✓ Provide traffic improvements in order to respond to changes in traffic patterns.

Goals:

- ✓ To provide a safe and efficient street system that allows maximum accessibility.
- ✓ To provide easy access for residents to facilities within the City of San Fernando.



These improvements to the public right of way will provide a new sidewalk for pedestrian foot traffic along Jessie Street. These improvements will provide ease of access for residents to facilities within the City of San Fernando by creating additional paths of travel. The improved circulation to the area will increase the ease of access to and from City facilities.

Additionally, the requested zone change would make use of undeveloped land and would comply with the goals and objectives of the General Plan Land Use Element. With the requested general plan amendment, this Project would ensure compliance with the goals of maintaining an identity that is distinct from surrounding communities, promote economic viability as well as retaining the small-town character of San Fernando (San Fernando General Plan Land Use Element Goals I, II and III, Pg. IV-6).

The proposed development of a 12,300 sq. ft. industrial building would maintain the established identity given that within the immediate vicinity of the Project site are existing neighboring M-1 and R-1 Lots. The applicant currently operates a construction company that has been established in the City of San Fernando since 1999 and employs approximately 25 individuals. The zone change will enable this local business to stay and grow in San Fernando. The Project will provide significant physical improvements to the Project site and adjacent public right of way, eliminate blight associated with the existing physical conditions of the subject properties which will help retain and enhance the small town character of San Fernando. Thus, it is staff's assessment that this finding can be made in this case.

**b. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.**

The granting of a zone change to change the zoning designation of these lots from R-1 (Single Family Residential) to M-1 (Limited Industrial) will not be detrimental to the public interest, health, safety, convenience of welfare due to the fact that the proposed use will complement established industrial uses within the vicinity and would allow for the development of a new 12,300 sq. ft. industrial building. In addition, the proposed use would allow for the ongoing development and creation of jobs within the general area. With the adoption of the recommended conditions of approval for the proposed zone change, the applicant would be required to provide sufficient safeguards to deter any potential public nuisance issues and protect public interest, health, safety, convenience or welfare. Noncompliance with the conditions of approval for an approved Zone Change would require corrective action on behalf of the owner.

As a result of the development, significant improvements to the site and adjacent public rights of way will eliminate existing blight conditions. These physical improvements will come as the widening of Jessie Street, incorporation of a new curb and gutter along Jessie Street, the placement of an additional sidewalk adjacent to the subject site, curb cuts as well as the installation of ADA accessible ramp on the corner of Fourth Street and Jessie Street. The Project would also be responsible for making the necessary upgrades to the existing water and sewer infrastructure required to accommodate the Projects potential demand. Conditions of approval shall be implemented as part of the entitlement to deter adverse effects to adjacent residentially zoned lots. For example, conditions will be placed on hours of operation, lighting, perimeter fencing as well as overall property maintenance. Therefore, the on-site and off-site

physical improvement that would result as part of the Project would not be detrimental to the public interest, health, safety, convenience or welfare. Thus, it is staff's assessment that this finding can be made.

BE IT FURTHER RESOLVED that based upon the foregoing, the Planning and Preservation Commission recommends approval to the City Council for General Plan Amendment 2018-001 and Zone Change 2018-001, subject to the Conditions of Approval attached as Exhibit "A".

**(SIGNATURE PAGE TO FOLLOW)**

PASSED, APPROVED AND ADOPTED this 13th day of January 2020.

\_\_\_\_\_,  
ALVIN DURHAM, CHAIRPERSON

ATTEST:

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

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

I, TIMOTHY T. HOU, Secretary to the Planning and Preservation Commission of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the Planning and Preservation Commission and signed by the Chairperson of said City at a meeting held on the 13<sup>th</sup> day of January 2020; and that the same was passed by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**EXHIBIT “A”  
CONDITIONS OF APPROVAL**

- PROJECT NO.** : **General Plan Amendment 2018-001 and Zone Change 2018-001**
- PROJECT ADDRESS** : 649 and 655 Fourth Street, San Fernando, CA 91340  
(Los Angeles County Assessor’s Parcel No: 2519-021-014 & 2519-021-015)
- PROJECT DESCRIPTION** : The proposed “Project” is a request for review and approval of a General Plan Amendment and Zone Change to change the current zone of R-1 (Single Family Residential) zone to M-1 (Limited Industrial) zone, Setback Variance and Site Plan Review for the development of a 12,300 square foot industrial building which would include approximately 524 square feet of office area within the M-1 (Limited Industrial) zone.

The following conditions shall be made a part of the approval of the Project, and shall be complied with in their entirety, as determined by the Community Development Department:

1. Indemnification. The property owner and the project applicant, shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the property owner and developer of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. The property owner and developer shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report or related environmental assessment) if made necessary through the initiation of the project.
2. Off-Site/On-Site Parking of Vehicles. Delivery vehicles shall park on-site, within the designated loading/unloading wells and parking stalls. Delivery vehicles will not, under any circumstance, park or remain idle in any public right of way. Vehicles of patrons and operators of said location will also be subject to the same restrictions. It shall be the responsibility of the operator of the subject property to disclose to the drivers of delivery vehicles that parking within the City of San Fernando public right of way is not permitted. Any parking stall that does not provide a curb stop shall require a parking stop or bollard for safety purposes.
3. Owner Initiated Lot Merger. Prior to the issuance of a building permit, the applicant shall complete a lot merger to adjust the boundary lines in conformance with the set of plans reviewed by the City.
4. Deliveries. All deliveries must occur on-site and only within the designated staging area identified on the set of plans; no vehicles shall be standing or parked in the right-of-way. All deliveries must occur

during non-peak hours of operation. There shall be no staging in the public right-of-way.

5. Path of Travel of Commercial Vehicles. Commercial vehicles that travel to and from the subject site shall do so by either traveling from Jessie Street via Fifth Street or east of the site via Fourth Street.
6. Compliance with Federal, State, and Local Regulations. The applicant and any future successors shall comply with all applicable Federal, State, and local regulations pertaining to the industrial uses.
7. Signage. Any future proposed signage shall comply with the City's applicable sign regulation and shall require the submittal, review, and approval of a sign permit application prior to the placement or any signage on the property.
8. Surveillance. A security camera system shall be installed on the premises and shall be maintained in proper working order at all times. The security camera system shall be subject to inspection by the police department in the event of incident at or near the subject property. The system must be capable of producing retrievable images on film or tape that can be enlarged through projection or other means. The video or digital recordings generated by the system shall be maintained for a period of 30 days. Special security measures such as security guards, door monitors, and burglar alarms systems may be required as a condition of approval with final determination made by the chief of police and the chief planning official on a case-by-case basis.
9. Lighting. Adequate lighting shall be provided within the parking lot of the subject property. All exterior lighting shall be decorative cut-off fixtures (where no light is emitted above the horizontal plane) with the light source fully shielded or recessed to preclude light trespass or pollution up into the night sky. Also, any building-mounted luminaries shall be attached to walls or soffits, and the top of the fixture shall not exceed the height of the roof. All proposed light fixtures shall be designed in a manner that is consistent with the overall design of the building and shall not disturb or create glare towards neighboring properties. In addition, any decorative uplighting, such as those that illuminate building facades or landscaping, shall be operated on timers that turn off illumination no later than 12 midnight, nightly. The Community Development Department shall review and approve all light fixtures prior to installation. In addition, all lighting shall also comply with the following requirements:
  - a) The equivalent of one foot-candle of illumination shall be provided throughout the parking area;
  - b) All lighting shall be on a time-clock or photo-sensor system;
  - c) All lighting shall be designed to confine direct rays to the premises. No spillover beyond the property line shall be permitted; and,
  - d) All lighting shall consist of metal halide type lighting or similar. Illumination shall not include low or high pressure sodium lighting.
  - e) No light shall illuminate into adjacent residential properties
10. Trash Enclosure. The applicant shall construct a new trash enclosure on the subject property and ensure that all trash bins are kept free of trash overflow and maintained in a clean manner at all times.

Litter and trash receptacles shall be located at convenient locations both inside and outside the establishment, and trash and debris shall be removed on a daily basis.

11. Fencing. Fencing with the adjacent residential property owner shall consist of a decorative slump stone material. All fencing shall adhere to section 106-970 of the San Fernando Municipal Code. Any modifications to the fencing shall be reviewed by the Community Development Department for its approval.
12. Glazing. There shall be no glazing that faces adjacent residential properties. Any proposed window signage shall be reviewed by the Community Development Department for its approval.
13. Property Maintenance. The subject site and its immediate surrounding area shall be maintained in a clean, neat and orderly manner at all times and shall comply with the property maintenance standards as set forth in the San Fernando City Code.
14. Street Trees. The developer shall provide all required off-site public improvements as listed on the attached Public Works Improvement Checklist. The species of parkway trees shall be determined by the Public Works Department.
15. Landscape. All proposed on-site and off-site plantings shall be kept in a healthy and growing condition, consistent with the design of a landscaping and irrigation plan approved by the Community Development Department. Fertilization, cultivation, tree pruning shall be a part of regular maintenance. Good horticultural practices shall be followed in all instances. The landscape design shall be further refined as necessary to improve the level of design quality by focusing on important design principles. Further landscape design refinements shall address, but not be limited to, the following:
  - a) The landscaping shall be provided with an appropriate low-maintenance landscape design and material selection that is attractive, durable and drought-tolerant. All proposed landscaping shall be arranged to emphasize visual attractiveness as viewed from the public right-of-way.
  - b) All proposed landscaped areas shall be served by well-balanced automatic irrigation system operated by an electrically timed controller station set for early morning irrigation and maintained in a manner consistent with the approved landscape plan. The final landscaping/irrigation plan shall identify the size and location of all landscape materials and irrigation equipment. Water conservation measures shall be incorporated in the irrigation plan;
  - c) The landscape plan shall provide specifications for the following: design of hardscape elements, including pedestrian walkways, paved areas, common areas, seating, landscape planters, lighting, etc.; planting materials, including, trees, shrubs, ground cover, grass, miscellaneous plant materials, landscape containers and soil preparation; and, automatic irrigation plans, including materials and details;
  - d) A backflow preventer device shall be installed, tested, and inspected by the Public Works Department to protect water supplies from contamination or pollution;
16. Mechanical and Utility Equipment. All ground mounted mechanical and utility equipment, including

but not limited to transformers, terminal boxes, risers, backflow devices, gas meters, electric meters, meter cabinets, and heating, ventilation, and air conditioning (HVAC) units shall be screened from public view and treated to match the materials and colors of the building. All Electrical service facilities and equipment on or adjacent to the site shall be planned and located, relocated or modified in a manner consistent with Southern California Edison Company guidelines to minimize human exposure to electromagnetic fields on the site and on adjacent properties, and with any other applicable requirements or guidelines of the California Public Utilities Commission or any other agency with jurisdiction, unless otherwise specified by the Community Development Department. All mechanical and utility equipment locations and screening/treatment shall be approved by the Community Development Department prior to installation or modification.

17. Utilities. Unless otherwise approved by the Community Development Department, all utilities shall be located underground. The applicant shall comply with all applicable requirements or guidelines of any relevant utility company, the California Public Utilities Commission, or any other agency with jurisdiction, relating to construction and/or occupancy of structures in proximity to any over-head or underground utility lines which are adjacent to or extend through the subject property, unless otherwise specified by the Community Development Department. Applicant shall provide any utility easements as necessary.
18. SCAQMD. South Coast Air Quality Management District ("SCAQMD") must be contacted prior to any demolition or renovation. Call (909) 396-2000 for further information. Failure to comply with the provisions of Rule 1403 may result in a penalty of up to \$25,000 per day. Once approval from SCAQMD has been obtained, a City of San Fernando Demolition Permit is required for any existing buildings or structures which are to be demolished and must be obtained prior to any work commencing.
19. Surface Runoff. All requirements of the National Pollutant Discharge Elimination System (NPDES) shall be complied with and an NPDES permit, including but not limited to the installation of any required clarifiers and/or on-site infiltration system, must be obtained prior to any occupation or use of the site. During construction, the project site shall comply with all applicable Best Management Practices (BMPs).
20. Construction Hours. Construction activity on Mondays through Saturday shall be limited to 8:00 a.m. to 6:00 p.m. No construction shall be allowed on Sundays and Federal Holidays.
21. Graffiti Removal. Unless otherwise specified in the conditions of approval, the property owner(s), operator and all successors shall comply with the graffiti removal and deterrence requirements of the San Fernando City Code. The property owner(s), operator and all successors shall provide for the immediate removal of any graffiti vandalism occurring on the property and, where applicable, the restoration of the surface on which the graffiti exists. Such restoration shall entail repainting or refinishing of the surface with a color or finish that matches the color or finish of the remaining portions of the structure being painted, and including treatment of the surface or site with measures to deter future graffiti vandalism as approved or required by the community development department. Property owner(s), operator and all successors shall maintain an additional stock of exterior paints and finishes for immediate execution of graffiti removal. Unless removed by the property owner or their designee within the specified time frame required by city code, property owner(s), operator and all successors shall grant the right of access to authorized agents of the City of San Fernando to

- remove graffiti from any surface on the property that is open and accessible from city property or public right-of-way, at the expense of the owner(s) or operator and all successors.
22. Site Inspections. The Community Development Department shall have the authority to inspect the site to assure compliance with these conditions of approval. The applicant and all successors shall grant the right of access to authorized agents of the City of San Fernando to conduct periodic inspections of the property.
  23. Modifications. Unless the chief planning official deems a proposed change to the approved plans and operation a minor modification, any and all other modifications to the development plan, including these conditions of approval, shall require review and approval by the Planning and Preservation Commission.
  24. Building Code Requirements. The applicant shall comply with all applicable building and construction requirements of the City of San Fernando's building codes, as specified by the City's Community Development Department.
  25. Hours of Operation: Monday through Friday 8:00 AM to 5:30 PM.
  26. Personal Vehicles: There shall be no storage of personal vehicles on this site.
  27. Outdoor Storage: There shall be no outdoor storage of materials. All storage shall be maintained within the building.
  28. Public Works Checklist: The applicant shall comply with the requirements for subdivision of the site as listed in the attached "Public Works Department Development/Improvement Review Checklist."
  29. Public Review of Conditions of Approval. A copy of these conditions of approval shall be retained on-site at all times during the hours of operation of the industrial building and shall be made available for viewing upon public request or upon request by any city official. Employees of the business shall not prohibit a request of the public to view the conditions of approval for this entitlement.
  30. Expiration. This entitlement shall become null and void unless exercised by obtaining building permits to implement the construction within twelve (12) months of final approval. Additional time in increments of six (6) months at a time may be granted, at the discretion of the Community Development Department Director, upon receipt of a request for an extension received 30 days prior to such expiration date. The operator will obtain and exercise an active business occupancy permit within twelve (12) months from when Certificate of Occupancy is obtained.



**RESOLUTION NO. 2019-011**

**A RESOLUTION OF THE PLANNING AND PRESERVATION COMMISSION OF THE CITY OF SAN FERNANDO APPROVING VARIANCE 2018-001 AND SITE PLAN REVIEW 2018-018 TO ALLOW FOR THE DEVELOPMENT OF A 12,300 SQUARE FOOT INDUSTRIAL BUILDING WITH A SETBACK OF 6 INCHES INSTEAD OF THE REQUIRED 20 FEET LOCATED AT 649 AND 655 FOURTH STREET.**

WHEREAS, an application has been filed by Victor Pena (the “Applicant”), to request approval of a General Plan Amendment and Zone Change to change the current zone of R-1 (Single Family Residential) zone to M-1 (Limited Industrial) zone, Setback Variance and Site Plan Review for the development of a 12,300 square foot industrial building which would include approximately 524 square feet of office area within the M-1 Limited Industrial Zone. The project site is approximately a 30,055 square foot lot located on the northwestern corner of Jessie and Fourth Street;

WHEREAS, General Plan Amendment 2018-001 and Zone Change 2018-001 would allow for the construction of a 12,300 square foot industrial building which would include approximately 524 square feet of office area requiring a setback Variance of 6 inches within the M-1 Limited Industrial Zone;

WHEREAS, Variance 2018-001 and Site Plan Review 2018-018 would require Planning and Preservation Commission approval in order to develop the site for a 12,300 square foot industrial building which would include approximately 524 square feet of office area requiring a setback Variance of 6 inches instead of the standard 20 foot setback from adjacent residential lots within the M-1 Limited Industrial Zone;

WHEREAS, the Planning and Preservation Commission has considered all of the evidence presented in connection with the Project, written and oral at the public hearing held on the 13<sup>th</sup> day of January 2020;

NOW, THEREFORE, BE IT RESOLVED that the Planning and Preservation Commission finds as follows:

SECTION 1: This project has been reviewed by the City for compliance with the California Environmental Quality Act (CEQA). Based on the City’s environmental assessment, staff has decided to adopt a mitigated negative declaration. The environmental assessment cites possible environmental impacts that shall be mitigated in order to provide a less than significant impact to the environment. These possible impacts include the creation of dust, debris, and runoff during the demolition and construction of the project. Public notice of the project was made available for public review from December 10, 2019 to December 30, 2019;

SECTION 2: The Project is consistent with the objectives, policies, and general land uses and programs provided in the City’s General Plan and the applicable development standards for industrially zoned property within the M-1 Light Industrial Zone; and

**SECTION 3:** A variance is a discretionary permit issued by the Planning and Preservation Commission allowing a property owner to deviate from a development standard or to build a structure not otherwise permitted under the applicable development standards. The statutory justification for a variance is that the owner would otherwise suffer a unique hardship under the general zoning regulations because the particular parcel is different from the others to which the regulation applies due to its size, shape, topography, location and/or surroundings.

A variance is subject to discretionary review by the Planning and Preservation Commission. Conditions of approval imposed on the applicant through the discretionary review process may call for any measures that are reasonably related to the project. This principle is applied in the form of seven (7) findings of fact, which the commission must consider in making its decision. All findings must be justified and upheld in the affirmative for approval of the variance; a negative determination on any single finding will uphold a denial.

If the Commission concurs with staff's assessment, it would be the Commission's determination that the findings for approval of the variance could be made in this instance based on the aforementioned discussion, and as explained below:

- **There are special circumstances or exceptional characteristics applicable to the property involved, including size, shape, topography, location, or surroundings such that strict application of the zoning ordinance deprives such property of privileges enjoyed by other property in the vicinity and under the identical zoning classification.**

This lot has a special circumstance given that there had never been a dedication given previously to the City of San Fernando. The proposed dedication of approximately 7,908 sq. ft. is a significant reduction to the applicant's Project lot and is a factor on the placement of the structure. The new dedication of 7,908 sq. ft. shall provide a 60 foot wide public right of way access providing two-way vehicular access on Jessie Street, a new sidewalk, curb and gutter. In order to comply with landscape, on-site parking, aisle and loading area requirements to the greatest extent possible, the applicant is proposing a building setback along the adjacent residentially zoned parcel of 6 inches instead of the required 20 foot setback. The proposed industrial building is in compliance with all other applicable setback requirements. The development of the lot and providing the dedication to the City will be consistent with the goals and objectives of the San Fernando General Plan Circulation Element:

*(San Fernando General Plan Circulation Element, Pg. V-5,6)*

**Objective:**

- ✓ Provide traffic improvements in order to respond to changes in traffic patterns.

**Goals:**

- ✓ To provide a safe and efficient street system that allows maximum accessibility.
- ✓ To provide easy access for residents to facilities within the City of San Fernando.

The request for a reduction in setback for the development of a 12,300 sq. ft. industrial

building will enhance the circulation viability of the area located along Fourth Street and Jessie Street and will comply with the Goals and Objectives of the Circulation Element of the General Plan. Thus, it is staff's assessment that this finding can be made.

- **The granting of such Variance will not be detrimental to the public interest, safety, health or welfare, and will not be detrimental or injurious to the property or improvements in the same vicinity and zone in which the property is located.**

The granting of a variance for a reduction in setback for the development of a 12,300 sq. ft. industrial building will not be detrimental to the public interest, health, safety, convenience of welfare do to the fact that the proposed use will coincide with established industrial uses within the vicinity. In addition, the proposed use would allow for the ongoing development and creation of jobs within the general area. With the adoption of the recommended conditions of approval for the requested Variance, the applicant would be required to provide sufficient safeguards to deter any potential public nuisance issues and protect public interest, health, safety, convenience or welfare. Noncompliance with the conditions of approval for an approved Variance would require corrective action on behalf of the owner and may result in revocation of the granted Variance. Thus, it is staff's assessment that this finding can be made.

- **The granting of such Variance will not be contrary to or in conflict with the general purposes and intent of the zoning ordinance, nor to the goals and programs of the General Plan.**

The request for approval of a new 12,300 sq. ft. industrial building with a reduction in setback from 20 feet to 6 inches to an adjacent residential lot will not be contrary to the zoning ordinance given that the applicant has concurrently applied for the zone change of this site to M-1 and the proposed use of the development shall be an allowed use per Section 106-582 of the San Fernando Municipal Code. This Project meets all of the other development standards for industrial zoned properties pursuant to San Fernando Municipal Code Section 106-969.

Further, the applicant's request for a reduction in setback in conjunction with the construction of a new 12,300 sq. ft. industrial building will not be contrary to or in conflict with the goals and programs of the General Plan, as one of the goals set forth in the Land Use Element:

*(San Fernando General Plan Circulation Element, Pg. IV-6)*

Goals:

- ✓ To retain a small-town character of San Fernando.
- ✓ To maintain an identity that is distinct from surrounding communities.

Additionally, virtually all properties along Jessie Street on this block are M-1 zoned lots. Allowing for the General Plan Amendment would allow for greater consistency of land uses along this section of Jessie Street, promotes infill development of unimproved lots and also

provides improvements to the public right of way thus it is staff's assessment that this finding can be made.

- **The Variance request is consistent with the purpose and intent of the zone in which the site is located.**

The applicant has concurrently applied for a General Plan Amendment and Zone Change of the site. The request for a reduction in setback is necessary in order for the Project to satisfy all of the other development standards pursuant to section 106-969 of the municipal code. The proposed Project would change the General Plan Land Use Element designation to a light industrial land use area, where future uses that are envisioned for the area include the operation of similar industrial activities. This Project provides areas for the location and operation of light manufacturing and related services and uses. It is also intended to provide for those uses which are supportive of or provide a direct service to the permitted industrial uses. Thus, it is staff's assessment that this finding can be made.

- **The subject site is physically suitable for the proposed Variance.**

The subject site will consist of a single lot after the lot merger is complete. The new lot will be 106.11 ft. (wide) x 208.71 ft. (deep) which will provide approximately a 22,146 sq. ft. lot. Given that the maximum allowed lot coverage for an M-1 Zoned lot is 60 percent, the proposed industrial building will not exceed the lot coverage as the building footprint only covers 8,078 sq. ft., or 36 percent of the lot. The site is suitable for the proposed setback variance given that the proposed development meets all other development standards and the applicant has proposed to construct the building at the rear of the 208.71 ft. lot. This is intended to maximize the separation distance from any existing residential structure. Thus, it is staff's assessment that this finding can be made.

- **There are adequate provisions for water, sanitation and public utilities and services to ensure that the proposed Variance would not be detrimental to public health and safety.**

The current site provides a single family residence which will be demolished. Per the City's Public Works Department, there is an existing private sewer lateral as well as a ¾" water meter. Any required future improvements to infrastructure and public utilities with the change of occupancy would be required to be developed in compliance with the requirements of the city's building and health and safety codes, including any requirements for off-site improvements and utility connections from the City's Public Works Department. Thus, it is staff's assessment that this finding can be made.

- **There will be adequate provisions for public access to service the property which is the subject of the Variance.**

The dedication of 7,908 sq. ft. for public right of way improvements along Jessie Street will help enable two points of access for ingress and egress. One point of access will be along Jessie Street while the other will be along Fourth Street. The Public Works Department has provided conditions of approval that call for a new sidewalk, and curb and gutter to be

constructed along Jessie Street as well as a new ADA accessible ramp on the northwest corner of Fourth Street and Jessie Street (Attachment “J”). Thus, it is staff’s assessment that this finding can be made in this case.

BE IT FURTHER RESOLVED that based upon the foregoing, the Planning and Preservation Commission approves Variance 2018-001 and Site Plan Review 2018-018, subject to the Conditions of Approval attached as Exhibit “A”.

SECTION 4. The entitlements approved by this Resolution shall only take effect upon the approval by the San Fernando City Council of General Plan Amendment 2018-001. If the City Council rejects the approval of General Plan Amendment 2018-001, then this Resolution and the entitlements authorized herein shall be of no force and effect.

**(SIGNATURE PAGE TO FOLLOW)**

PASSED, APPROVED AND ADOPTED this 13th day of January 2020.

\_\_\_\_\_,  
ALVIN DURHAM, CHAIRPERSON

ATTEST:

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

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

I, TIMOTHY T. HOU, Secretary to the Planning and Preservation Commission of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the Planning and Preservation Commission and signed by the Chairperson of said City at a meeting held on the 13<sup>th</sup> day of January 2020; and that the same was passed by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**EXHIBIT “A”  
CONDITIONS OF APPROVAL**

**PROJECT NO.** : **Variance 2018-001 and Site Plan Review 2018-001**

**PROJECT ADDRESS** : 649 and 655 Fourth Street, San Fernando, CA 91340  
(Los Angeles County Assessor’s Parcel No: 2519-021-014 & 2519-021-015)

**PROJECT DESCRIPTION** : The proposed “Project” is a request for review and approval of a General Plan Amendment and Zone Change to change the current zone of R-1 (Single Family Residential) zone to M-1 (Limited Industrial) zone, Setback Variance and Site Plan Review for the development of a 12,300 square foot industrial building which would include approximately 524 square feet of office area within the M-1 (Limited Industrial) zone.

The following conditions shall be made a part of the approval of the project, and shall be complied with in their entirety, as determined by the Community Development Department:

1. Indemnification. The property owner and the project applicant, shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the property owner and developer of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. The property owner and developer shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report or related environmental assessment) if made necessary through the initiation of the project.
2. Off-Site/On-Site Parking of Vehicles. Delivery vehicles shall park on-site, within the designated loading/unloading wells and parking stalls. Delivery vehicles will not, under any circumstance, park or remain idle in any public right of way. Vehicles of patrons and operators of said location will also be subject to the same restrictions. It shall be the responsibility of the operator of the subject property to disclose to the drivers of delivery vehicles that parking within the City of San Fernando public right of way is not permitted. Any parking stall that does not provide a curb stop shall require a parking stop or bollard for safety purposes.
3. Owner Initiated Lot Merger. Prior to the issuance of a building permit, the applicant shall complete a lot merger to adjust the boundary lines in conformance with the set of plans reviewed by the City.
4. Deliveries. All deliveries must occur on-site and only within the designated staging area identified on the set of plans; no vehicles shall be standing or parked in the right-of-way. All deliveries must occur

during non-peak hours of operation. There shall be no staging in the public right-of-way.

5. Path of Travel of Commercial Vehicles. Commercial vehicles that travel to and from the subject site shall do so by either traveling from Jessie Street via Fifth Street or east of the site via Fourth Street.
6. Compliance with Federal, State, and Local Regulations. The applicant and any future successors shall comply with all applicable Federal, State, and local regulations pertaining to the industrial uses.
7. Signage. Any future proposed signage shall comply with the City's applicable sign regulation and shall require the submittal, review, and approval of a sign permit application prior to the placement or any signage on the property.
8. Surveillance. A security camera system shall be installed on the premises and shall be maintained in proper working order at all times. The security camera system shall be subject to inspection by the police department in the event of incident at or near the subject property. The system must be capable of producing retrievable images on film or tape that can be enlarged through projection or other means. The video or digital recordings generated by the system shall be maintained for a period of 30 days. Special security measures such as security guards, door monitors, and burglar alarms systems may be required as a condition of approval with final determination made by the chief of police and the chief planning official on a case-by-case basis.
9. Lighting. Adequate lighting shall be provided within the parking lot of the subject property. All exterior lighting shall be decorative cut-off fixtures (where no light is emitted above the horizontal plane) with the light source fully shielded or recessed to preclude light trespass or pollution up into the night sky. Also, any building-mounted luminaries shall be attached to walls or soffits, and the top of the fixture shall not exceed the height of the roof. All proposed light fixtures shall be designed in a manner that is consistent with the overall design of the building and shall not disturb or create glare towards neighboring properties. In addition, any decorative uplighting, such as those that illuminate building facades or landscaping, shall be operated on timers that turn off illumination no later than 12 midnight, nightly. The Community Development Department shall review and approve all light fixtures prior to installation. In addition, all lighting shall also comply with the following requirements:
  - a) The equivalent of one foot-candle of illumination shall be provided throughout the parking area;
  - b) All lighting shall be on a time-clock or photo-sensor system;
  - c) All lighting shall be designed to confine direct rays to the premises. No spillover beyond the property line shall be permitted; and,
  - d) All lighting shall consist of metal halide type lighting or similar. Illumination shall not include low or high pressure sodium lighting.
  - e) No light shall illuminate into adjacent residential properties
10. Trash Enclosure. The applicant shall construct a new trash enclosure on the subject property and ensure that all trash bins are kept free of trash overflow and maintained in a clean manner at all times.



Litter and trash receptacles shall be located at convenient locations both inside and outside the establishment, and trash and debris shall be removed on a daily basis.

11. Fencing. Fencing with the adjacent residential property owner shall consist of a decorative slump stone material. All fencing shall adhere to section 106-970 of the San Fernando Municipal Code. Any modifications to the fencing shall be reviewed by the Community Development Department for its approval.
12. Glazing. There shall be no glazing that faces adjacent residential properties. Any proposed window signage shall be reviewed by the Community Development Department for its approval.
13. Property Maintenance. The subject site and its immediate surrounding area shall be maintained in a clean, neat and orderly manner at all times and shall comply with the property maintenance standards as set forth in the San Fernando City Code.
14. Street Trees. The developer shall provide all required off-site public improvements as listed on the attached Public Works Improvement Checklist. The species of parkway trees shall be determined by the Public Works Department.
15. Landscape. All proposed on-site and off-site plantings shall be kept in a healthy and growing condition, consistent with the design of a landscaping and irrigation plan approved by the Community Development Department. Fertilization, cultivation, tree pruning shall be a part of regular maintenance. Good horticultural practices shall be followed in all instances. The landscape design shall be further refined as necessary to improve the level of design quality by focusing on important design principles. Further landscape design refinements shall address, but not be limited to, the following:
  - a) The landscaping shall be provided with an appropriate low-maintenance landscape design and material selection that is attractive, durable and drought-tolerant. All proposed landscaping shall be arranged to emphasize visual attractiveness as viewed from the public right-of-way.
  - b) All proposed landscaped areas shall be served by well-balanced automatic irrigation system operated by an electrically timed controller station set for early morning irrigation and maintained in a manner consistent with the approved landscape plan. The final landscaping/irrigation plan shall identify the size and location of all landscape materials and irrigation equipment. Water conservation measures shall be incorporated in the irrigation plan;
  - c) The landscape plan shall provide specifications for the following: design of hardscape elements, including pedestrian walkways, paved areas, common areas, seating, landscape planters, lighting, etc.; planting materials, including, trees, shrubs, ground cover, grass, miscellaneous plant materials, landscape containers and soil preparation; and, automatic irrigation plans, including materials and details;
  - d) A backflow preventer device shall be installed, tested, and inspected by the Public Works Department to protect water supplies from contamination or pollution;
16. Mechanical and Utility Equipment. All ground mounted mechanical and utility equipment, including

but not limited to transformers, terminal boxes, risers, backflow devices, gas meters, electric meters, meter cabinets, and heating, ventilation, and air conditioning (HVAC) units shall be screened from public view and treated to match the materials and colors of the building. All Electrical service facilities and equipment on or adjacent to the site shall be planned and located, relocated or modified in a manner consistent with Southern California Edison Company guidelines to minimize human exposure to electromagnetic fields on the site and on adjacent properties, and with any other applicable requirements or guidelines of the California Public Utilities Commission or any other agency with jurisdiction, unless otherwise specified by the Community Development Department. All mechanical and utility equipment locations and screening/treatment shall be approved by the Community Development Department prior to installation or modification.

17. Utilities. Unless otherwise approved by the Community Development Department, all utilities shall be located underground. The applicant shall comply with all applicable requirements or guidelines of any relevant utility company, the California Public Utilities Commission, or any other agency with jurisdiction, relating to construction and/or occupancy of structures in proximity to any over-head or underground utility lines which are adjacent to or extend through the subject property, unless otherwise specified by the Community Development Department. Applicant shall provide any utility easements as necessary.
18. SCAQMD. South Coast Air Quality Management District ("SCAQMD") must be contacted prior to any demolition or renovation. Call (909) 396-2000 for further information. Failure to comply with the provisions of Rule 1403 may result in a penalty of up to \$25,000 per day. Once approval from SCAQMD has been obtained, a City of San Fernando Demolition Permit is required for any existing buildings or structures which are to be demolished and must be obtained prior to any work commencing.
19. Surface Runoff. All requirements of the National Pollutant Discharge Elimination System (NPDES) shall be complied with and an NPDES permit, including but not limited to the installation of any required clarifiers and/or on-site infiltration system, must be obtained prior to any occupation or use of the site. During construction, the project site shall comply with all applicable Best Management Practices (BMPs).
20. Construction Hours. Construction activity on Mondays through Saturday shall be limited to 8:00 a.m. to 6:00 p.m. No construction shall be allowed on Sundays and Federal Holidays.
21. Graffiti Removal. Unless otherwise specified in the conditions of approval, the property owner(s), operator and all successors shall comply with the graffiti removal and deterrence requirements of the San Fernando City Code. The property owner(s), operator and all successors shall provide for the immediate removal of any graffiti vandalism occurring on the property and, where applicable, the restoration of the surface on which the graffiti exists. Such restoration shall entail repainting or refinishing of the surface with a color or finish that matches the color or finish of the remaining portions of the structure being painted, and including treatment of the surface or site with measures to deter future graffiti vandalism as approved or required by the community development department. Property owner(s), operator and all successors shall maintain an additional stock of exterior paints and finishes for immediate execution of graffiti removal. Unless removed by the property owner or their designee within the specified time frame required by city code, property owner(s), operator and all successors shall grant the right of access to authorized agents of the City of San Fernando to

- remove graffiti from any surface on the property that is open and accessible from city property or public right-of-way, at the expense of the owner(s) or operator and all successors.
22. Site Inspections. The Community Development Department shall have the authority to inspect the site to assure compliance with these conditions of approval. The applicant and all successors shall grant the right of access to authorized agents of the City of San Fernando to conduct periodic inspections of the property.
  23. Modifications. Unless the chief planning official deems a proposed change to the approved plans and operation a minor modification, any and all other modifications to the development plan, including these conditions of approval, shall require review and approval by the Planning and Preservation Commission.
  24. Building Code Requirements. The applicant shall comply with all applicable building and construction requirements of the City of San Fernando's building codes, as specified by the City's Community Development Department.
  25. Hours of Operation: Monday through Friday 8:00 AM to 5:30 PM.
  26. Personal Vehicles: There shall be no storage of personal vehicles on this site.
  27. Outdoor Storage: There shall be no outdoor storage of materials. All storage shall be maintained within the building.
  28. Public Works Checklist: The applicant shall comply with the requirements for subdivision of the site as listed in the attached "Public Works Department Development/Improvement Review Checklist."
  29. Public Review of Conditions of Approval. A copy of these conditions of approval shall be retained on-site at all times during the hours of operation of the industrial building and shall be made available for viewing upon public request or upon request by any city official. Employees of the business shall not prohibit a request of the public to view the conditions of approval for this entitlement.
  30. Expiration. This entitlement shall become null and void unless exercised by obtaining building permits to implement the construction within twelve (12) months of final approval. Additional time in increments of six (6) months at a time may be granted, at the discretion of the Community Development Department Director, upon receipt of a request for an extension received 30 days prior to such expiration date. The operator will obtain and exercise an active business occupancy permit within twelve (12) months from when Certificate of Occupancy is obtained.

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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Sonia Gomez-Garcia, Interim Director of Finance/City Treasurer

**Date:** November 15, 2021

**Subject:** Consideration to Approve a Professional Services Agreement with Michael Baker International to Provide Community Development Block Grant Program Administration Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement with Michael Baker International (MBI) (Attachment "A" – Contract No. 2038) to provide Community Development Block Grant Program Administration Services for three years with two optional one-year extensions; and
- b. Authorize the City Manager and the City Attorney to make non-substantial edits and execute all related documents.

### BACKGROUND:

1. On September 21, 2015, the City Council awarded a professional services agreement to Michael Baker International to provide Community Development Block Grant (CDBG) administration services through June 2021, which was subsequently extended through November 2021 while the City conducted a formal procurement process in accordance with CDBG guidelines.
2. On August 19, 2021, the Finance Department issued a Request for Proposal (RFP) for Consultant Services to provide contract administration, program reporting, project management and labor compliance responsibility for the CDBG funded Projects and CDBG Program administration. The public notification of the RFP was made available online at the City's website (see [SFCITY.ORG/wp-content/uploads/2021/08/RFP-for-Admin-consultant-CDBG-PROGRAM-Admin-and-Implementation-FINAL-08-19-2021.pdf](https://www.sfcity.org/wp-content/uploads/2021/08/RFP-for-Admin-consultant-CDBG-PROGRAM-Admin-and-Implementation-FINAL-08-19-2021.pdf)) to download the RFP. The deadline noted on the RFP to submit a proposal to the City was September 9, 2021.

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3. On September 9, 2021, the City received one (1) proposal from Michael Baker International to undertake the existing CDBG Projects with a not-to-exceed total cost of \$62,034.
4. On September 14, 2021, the City submitted a request to Los Angeles County Development Authority (LACDA) for approval of a non-competitive procurement for Consultant Services for CDBG Administration due to a lack of adequate response. This is important to note, since the City's CDBG administrative consultant services are funded entirely by CDBG funds.
5. On September 22, 2021, LACDA denied the City request due to insufficient number of solicitation attempts for this RFP.
6. On September 24, 2021, the Finance Department released a second RFP to demonstrate good faith efforts and provide for open and fair competition in procurement without any limiting factors. The RFP was made available on the City website as well as the California Society of Municipal Finance Officers (CSMFO) website, and staff reached out to nine firms from a list that was provided by LACDA. The City received an email from two firms indicating that they would not be submitting a proposal. The deadline to submit a proposal was October 19, 2021 (Attachment "A" Exhibit "B").
7. On September 28, 2021, the City published the notice of inviting bids in the San Fernando Valley Sun newspaper.
8. On October 18, 2021, the City received one (1) proposal from Michael Baker International to provide CDBG Administrative Consultant services with a not to exceed total cost of \$60,895 (Attachment "A" Exhibit "A").
9. On October 22, 2021, the City submitted a second request to Los Angeles County Development Authority (LACDA) for approval of a non-competitive procurement for Consultant Services for CDBG Administration due to a lack of adequate response.
10. On November 5, 2021, the City received approval from LACDA to proceed with awarding a contract to MBI (Attachment "B").

**ANALYSIS:**

The City receives an annual allocation of Federal CDBG funding from the U.S. Department of Housing and Urban Development (HUD) through its participation in the Los Angeles Urban County CDBG Program administered by the Los Angeles County Development Authority (LACDA). CDBG funds can only be used for eligible Community Development projects meeting national program goals, which include assisting the low and moderate-income residents of the community. This is the 47<sup>th</sup> year that the federal government has made CDBG funds available to counties and cities across the nation, hence CDBG funding for FY 2021-2022 is referred to as "47<sup>th</sup> year" CDBG grant funds.



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The City receives approximately \$225,000 per year in CDBG funding. However, the amount of CDBG funds available each year are subject to appropriation by the federal government. Administrative expenses, including the cost plan, implement, and comply with CDBG reporting requirements. The City has three outstanding CDBG projects: 1) Pico Street & San Fernando Road Improvement Project, 2) Water/Sewer Utility Assistance Program, and 3) Business Grant Program.

Michael Baker International will continue to provide contract administration, project management and labor compliance responsibility for the Water/Sewer Utility Assistance Program, Business Assistance Program and Pico Street and San Fernando Road Improvements. MBI will ensure that the City's CDBG funded program complies with the requirements of the source(s) of the funds being used and any other legal requirements that may apply. They will manage the program workflow to ensure that the funds are accurately spent and the funding request reports are submitted to LACDA timely. In addition, MBI will participate in any LACDA program monitoring review or audits. All work items are to be carried out in conjunction with City staff direction, input, and review.

Per the proposed Agreement, in addition to the existing programs, MBI will provide CDBG Program Administration Services for FY 2022-2023 through FY 2026-2027 for an amount not-to-exceed \$25,000 per year.

**BUDGET IMPACT:**

The professional services agreement with Michael Baker International is a not-to-exceed amount of \$60,895 for the existing programs (i.e. Water/Sewer Utility Assistance Program, Business Grant Program and Pico Street and San Fernando Road Improvement project) plus an annual not-to-exceed sum \$25,000 per year beginning in FY 2022-2023. The cost of the Administrative Services contract will be funded through the City's annual CDBG allocation.

**CONCLUSION:**

Approval of the Professional Services Agreement with Michael Baker International for the approved scope of work will enable City staff to proceed with implementation of the CDBG funded programs and projects through the end of the proposed contract term. City Council approval at this time will allow staff to continue the efforts to have the projects completed by the LACDA required due date of June 30, 2022.

**ATTACHMENTS:**

- A. Contract No. 2038, including:
  - Exhibit "A" - Michael Baker International Proposal
  - Exhibit "B" – Request for Proposal
- B. LACDA Approval Letter for Non-Competitive Procurement



PROFESSIONAL SERVICES AGREEMENT

(CDBG Program Implementation and Administration Services)  
(Parties: Michael Baker International and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO a municipal corporation (hereinafter, "CITY") and MICHAEL BAKER INTERNATIONAL, (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, as appropriate.

RECITALS

WHEREAS, requires professional consulting services for the implementation and administration of the City's Community Development Block Grant Program; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of November 15, 2021, under Agenda Item No. 4.

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 TERM: This Agreement shall have a term of three (3) years commencing as of the date the Agreement is fully executed by the Parties (the "Term"). This Agreement may be extended by CITY subject to the same terms and conditions for a maximum of two (2) consecutive, one-year extension terms (each such one-year extension term referred to individually as an "Extension Term").

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain October 18, 2021 document entitled "Consultant Services to Administer and Implement City of San Fernando Community Development Block Grant Program" (the "Consultant Proposal") and Part II (Scope of Services) of that certain document dated September 24, 2021 and entitled "Request for Proposals for Consultant Services



to Administer and Implement City of San Fernando Community Development Block Grant Program” (the “Baseline Provisions”). The Consultant Proposal and the Baseline Provisions are attached and incorporated as **Exhibits “A” and “B”** respectively to this Agreement. The term “Scope of Services” shall be a collective reference to the Consultant Proposal and the Baseline Provisions. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between Baseline Provisions and the provisions of the Consultant Proposal, the Baseline Provisions will govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

### 1.3 PERFORMANCE OF WORK:

- A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete all services and tasks in a timely manner. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- B. CONSULTANT shall not claim or be entitled to receive any compensation or damages because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT’s employees; and
- D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with schedule of hourly rates set forth on pdf page 16 of the Consultant Proposal under the section entitled “FEE” (hereinafter, the “Approved Rate Schedule”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work during the initial, one-year Term of the Agreement shall not exceed the aggregate sum of **Sixty Thousand, Eight Hundred and Ninety-Five Dollars (\$60,895)** (the “Year One Not-to-Exceed Sum”), unless fees and charges in excess of the Year One Not-to-Exceed Sum are first approved by the City Council and memorialized in the form of a written amendment to this Agreement. Beginning in the second, one-year Term of the Agreement, and all subsequent one-year Terms, total annual compensation shall-not-exceed the sum of Twenty-Five Thousand Dollars (\$25,000) per year.



- 1.5 PAYMENT OF COMPENSATION: The Year One Not-to-Exceed Sum and any subsequent not-to-exceed sum applicable to any Extension Term will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed 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 should 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 will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will 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 will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY 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 will 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 will 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

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designate the City Manager and the Director of Finance for the City of San Fernando (hereinafter, the "CITY Representatives") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representatives or their designee.



- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Michael Neal, Project Manager, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). The CONSULTANT Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. The CONSULTANT Representative or his designee will supervise and direct the performance of the Work, using his best skill and attention, and will 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 will 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 will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
  - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
  - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
  - D. CONSULTANT will 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.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
  - E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;



- F. 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
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will 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 will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will 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 will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other



personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. 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 will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will 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.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative 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 will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will 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 will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.





- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will 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 will 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 will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will 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 will 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 will 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 will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.





- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will 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 will 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 will 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 Representative is 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 will 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 will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will 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, its officials, officers, employees, agents and volunteers.



- 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 will 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 will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested.** All certificates of insurance and endorsements will 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 will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### 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. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.



- 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 to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or 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 herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. 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.



- 4.8 The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a “design professional” within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a “design professional.” Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and 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 the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT’s officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR’s obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT’s indemnification obligation shall be reduced in proportion to the established comparative liability.
- 4.9 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized volunteers.
- 4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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 authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, 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.
- 4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be 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 immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will 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 will 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, will 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") 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 5.2B 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 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.

- B. 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 5.2B.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 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 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; (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 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 1.5, above, will 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 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.
- E. 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.
- F. 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.

- G. 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.

5.3 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.

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 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.

## VI.

### MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will 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, designs, notes,





summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will 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 will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will 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 will 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:**

Michael Baker International  
 3760 Kilroy Airport Way, Suite 270  
 Long Beach, CA 90806  
 Attn: Michael Neal, Project Manager  
 Phone: (562) 200-7173  
 Email: mneal@mbakerintl.com

**CITY:**

City of San Fernando  
 117 Macneil Street  
 San Fernando, CA 91340  
 Attn: Finance Director  
 Phone: (818) 898-1212



Such notices will 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 will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT will 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, will 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 will 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, will 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 will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will 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, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will 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 will 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 will not be construed in favor of, or against, either Party but will 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 will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will 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 will 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, limit, 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 will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, 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, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.



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

**CITY OF SAN FERNANDO:**

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

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

**APPROVED AS TO FORM:**

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

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

**MICHAEL BAKER INTERNATIONAL:**

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

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

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

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



October 18, 2021

Julia Fritz, City Clerk  
**CITY OF SAN FERNANDO**  
117 Macneil Street  
San Fernando, California 91340

**RE: CONSULTANT SERVICES TO ADMINISTER AND IMPLEMENT CITY OF SAN FERNANDO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Dear Mr. Kimball:

Michael Baker International (Michael Baker) is pleased to submit this proposal to administer and implement the City of San Fernando's Community Development Block Grant (CDBG). Michael Baker was founded in 1940 and over the past 80 years has evolved into a leading global provider of engineering, planning, and other consulting services. Our firm offers a full complement of housing and community development services to its clients, including CDBG administration and labor standards compliance, in addition to its extensive engineering, planning, and other capabilities.

This proposal is based on the information provided in the City's Request for Proposals (RFP), as well as our familiarity with applicable federal and state regulations and our considerable experience in administering CDBG-funded programs for cities across California, and particularly for cities like San Fernando that receive CDBG funds through the Los Angeles County Development Authority (LACDA).

Michael Baker is proposing to provide all services required for the successful administration and implementation of the City's CDBG programs at costs that fall within the activity delivery fees allowed by the LACDA for such services. The project team we have assembled is extremely well qualified to provide these services, having a combined 80+ years of housing and community development experience. Most importantly, our project team members have administered and implemented CDBG programs for numerous California cities and counties, including 12 cities that received their CDBG funds through the LACDA. Our staff is quite familiar with the policies, procedures, and expectations of the LACDA related to the utilization of CDBG funds.

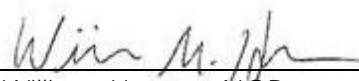
We believe that our proposal is fully responsive to the City's RFP and that the services being offered by Michael Baker will fulfill the City's needs in a comprehensive, well-integrated, and cost-effective manner. This proposal and the price quotations contained herein are firm and irrevocable for one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

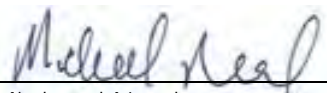


president, William Hoose, who has the authority to bind the firm to proposals and execute agreements.

We sincerely appreciate the opportunity to submit this proposal and look forward to assisting the City with the administration and implementation of its CDBG programs. If you have any questions regarding this proposal, please contact Micheal Neal at (909) 261-2770 or [mneal@mbakerintl.com](mailto:mneal@mbakerintl.com).

Sincerely,

  
\_\_\_\_\_  
William Hoose, AICP  
Associate Vice President

  
\_\_\_\_\_  
Micheal Neal  
Project Manager



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## **COMPANY QUALIFICATIONS**

### **Executive Summary**

Michael Baker International (Michael Baker) is a leading global provider of engineering, planning, and other consulting services. The firm, which is a corporation, was founded in 1940 and provides a comprehensive range of innovative services and solutions to support federal, state, and municipal government agencies and other diverse clients. The firm has more than 3,500 employees in over 90 offices located across the United States and internationally.

In addition to its extensive urban and environmental planning and engineering capabilities, Michael Baker can offer its clients a full array of housing and community development services. The firm's staff is experienced in carrying out a wide range of housing and community development projects using a variety of funding sources, and particularly the federal Community Development Block Grant (CDBG) and CDBG CARES Act (CDBG-CV) programs. Based on our long-term involvement in administering housing and community programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. We have assisted numerous Southern California communities with the general administration and implementation of CDBG programs, and particularly cities like San Fernando that receive CDBG funds through the Los Angeles County Development Authority (LACDA). Our staff is also highly proficient at performing labor standards compliance monitoring for CDBG-funded construction projects.

Michael Baker is proposing to provide all the services being requested by the City as identified in the Scope of Services section of the RFP and at costs that fall within the activity delivery fees allowed by the US Department of Housing and Urban Development (HUD) and the LACDA for such services. These services will be provided by a highly qualified team of housing and community development specialists based in our Long Beach office, who collectively have over 80 years' experience working with the CDBG program. Most importantly, they have an extensive working knowledge of the processes, procedures, performance expectations, and financial reporting requirements of the LACDA.

### **Tasks**

The Scope of Services section of the RFP includes a detailed listing of the tasks to be performed in administering and implementing the City's CDBG programs and monitoring CDBG-funded construction projects for labor standards compliance. Michael Baker affirms that it intends to perform all the tasks identified in the following Scope of Services. The fees quoted in the Cost and Pricing section of this proposal are inclusive of all services listed in the Scope of Services noted below. The scope of each service includes the individual tasks that Michael Baker will perform up to and, not exceeding the fee associated with each service as described in the Fees section below.



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**SCOPE OF SERVICES**

Michael Baker proposes to provide the City of San Fernando with contract administration, project management, and labor compliance responsibilities for the Water/Sewer Utility Assistance Program, Business Grant Program, and Pico Street & San Fernando Road Improvements project funded under the CDBG Program. The City-approved, CDBG funded programs and projects are noted as:

**Water/Sewer Utility Assistance Program (Funding Allocation: \$45,900)** Provide a Water/Sewer Utility Bill credit of up to \$500 per recipient for residents impacted by COVID-19 and provide financial counseling services from a third-party firm (preferably a non-profit organization) to connect applicants with other available resources and programs (e.g., rent/mortgage assistance, credit card debt assistance, unemployment assistance, student loan debt assistance, food insecurity, etc.). This is considered a Public Service Project and is, therefore, capped at 20% of the total allocation.

**Business Grant Program (Funding Allocation: \$179,707)** Provide grants of up to \$5,000 per recipient to businesses impacted by COVID19 and provide financial counseling and/or technical assistance services from a third-party firm (preferably a non-profit organization) to connect applicants with other available resources and programs (e.g., lease assistance, technical assistance for loan applications, technical assistance for shifting business model to online and accept credit cards, etc.). This is not considered a Public Service Project, therefore, there is no cap.

**Pico Street & San Fernando Road Improvements FY 2019-20 Project (Funding Balance: \$496,978)** This ongoing project includes street repaving, sidewalk repairs, curb and gutter repairs, driveway approach repairs, access ramp upgrades, striping, and pavement markers at the following locations in CT 3203.00 BG 2 which serve a primarily residential, low-and moderate-income area. This is not considered a Public Service Project, therefore, there is no cap.

Michael Baker will work to ensure that the City's CDBG-funded program complies with requirements of the source(s) of the funds being used and any other legal requirements that may apply. We will maintain accuracy in documentation and filing system that meets or exceeds the requirements of the funding source. We will manage program workflow to ensure the timely expenditure of funds and participate in any program reviews or audits.

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**Administrative and Implementation for Water/Sewer Utility Assistance Program, Business Grant Program, and Pico Street & San Fernando Road Improvements FY 2019-20:**

- Meeting agendas and minutes, records of conversations with key individuals.
- Respond to requests for information from LACDC staff.
- Submit quarterly performance reports to LACDC.

**Labor Compliance Standards Responsibilities for Pico Street & San Fernando Road Improvements FY 2019-20:**

*Pre-Construction:*

- Assist City Public Work staff with preparation of Bid Documents;
- Obtain Affidavit of Publication from media of general circulation;
- Conduct a Section 3 Pre-Bid Presentation at the Pre-Bid Meeting;
- Verify Federal Wage Decision is current within 10 days of bid opening date;
- Assist City staff in evaluating contractor proposals; and
- Conduct contractor eligibility check before contract award.

*Contract Award:*

- Ensure all required Federal provisions and CDBG contractual clauses are included in agreements;
- Compile and submit Notice of Contract Award Letter to Department of Labor;
- Schedules Pre-Construction meeting and notifies LACDC staff;
- Conducts Pre-Construction meeting;
- Issues Notice to Proceed to Contractor; and
- Obtains and submits LACDC reporting forms.

*Construction:*

- Establish and maintain contractor and subcontractor labor files for each contractor/subcontractor;
- Conduct employee field interviews and document filed posting compliance;
- Reconcile weekly certified payroll reports and supporting documentation; and
- Monitor contractors for Section 3 accomplishments.

*Post Construction:*

- Review contractors final payroll and Section 3 Economic Opportunity Report;
- File Notice of Completion;
- Compile and submit labor standards and related reports to LACDA;
- Schedule labor compliance file review prior to release of retention funds; and
- Address and resolve any underpayment or deficiency issues.

**Program Administrative Support Services:**

Michael Baker will assist City staff with CDBG Fund Program reporting and preparation of quarterly reports to LACDC.

All other CDBG-related work as directed by City's Director of Community Development. All work items will be carried out in conjunction with City staff direction, input, and review.

## **RELEVANT EXPERIENCE**

Michael Baker's staff is experienced in carrying out a wide range of housing and community development projects using a variety of funding sources. These include local, state, and federal sources such as CDBG, Home Investment Partnerships (HOME), Neighborhood Stabilization Program (NSP) and CalHome grants, tax credits, Successor Agency Housing Trust funds, and tax-exempt bond financing. Michael Baker staff has assisted jurisdictions with procuring and administering state and federal grants for a variety of activities, including housing rehabilitation, first-time homebuyer assistance, commercial revitalization, code enforcement, public facilities, and most relevant to the City of San Fernando, public services and public works projects.

Based on our long-term involvement in administering housing and community programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. We have developed excellent working relationships with the respective funding agencies, including the California Department of Housing and Community Development (HCD), HUD, and the LACDA. Our staff regularly attends workshops and training sessions sponsored by these agencies in order to remain current with the agencies' changing regulations and procedures. Based on their education, career training, and work experience, Michael Baker staff members are extremely well qualified to provide the services being requested by the City of San Fernando.

Michael Baker offers a broad range of grant application, administration, and implementation services. Selected relevant ongoing assignments involving the general administration of CDBG grants and the implementation of CDBG-funded projects and programs are described below.

### **City of Bell Gardens**

#### **CDBG Grant Administration and Housing Rehabilitation Programs Implementation**

Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public service and public works projects.

### **City of Beverly Hills**

#### **CDBG Grant Administration and Housing Rehabilitation Programs Implementation**

Michael Baker is currently administering the City's annual CDBG grant received through the LACDA, as well as performing all tasks associated with the implementation of the City's CDBG-

funded single-family housing rehabilitation and multi-family handyworker programs, as well as their CDBG Senior Activities and Rental & Utility Assistance programs.

### **City of Calabasas**

#### **CDBG Grant Administration and Housing Rehabilitation Programs Implementation**

Michael Baker performs all tasks associated with the implementation of the City's CDBG-funded housing rehabilitation loan and grant program and assists with the general administration of the City's annual CDBG grant received through the LACDA.

### **City of Hawaiian Gardens**

#### **CDBG Grant Administration and Program Implementation**

Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public service and public works projects.

### **City of Lawndale**

#### **CDBG Grant Administration and Program Implementation**

Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public service and public works projects.

### **City of Lomita**

#### **CDBG Grant Administration and Program Implementation**

Michael Baker administers the City's annual CDBG grant received through the LACDA and performs all tasks associated with the implementation of the City's CDBG-funded single-family housing rehabilitation, Lifeline program, and Job Creation & Business Incentive Loan program. Michael Baker also performs subrecipient monitoring for CDBG-funded public service programs.

### **City of Rancho Palos Verdes**

#### **CDBG Grant Administration and Program Implementation**

Michael Baker administers the City's annual CDBG grant received through the LACDA and performs all tasks associated with the implementation of the City's CDBG-funded public works projects.

### **City of Redondo Beach**

#### **CDBG Grant Administration and Program Implementation**

Michael Baker administers the City's annual CDBG grant received directly from HUD, performs labor standards compliance for CDBG-funded public works/facilities projects, monitors the activities of CDBG-funded public service agencies, and operates a CDBG-funded Mobility Access/Emergency Repair Program.

### **City of Rolling Hills Estates**

#### **CDBG Grant Administration and Program Implementation**

Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public works projects and Senior Activities program.

### **City of San Fernando**

#### **CDBG Grant Administration and Labor Standards Compliance**

Michael Baker performs labor standards compliance monitoring for the City's CDBG-funded public works projects and assists with the general administration of the City's annual CDBG grant received through the LACDA, as well as the City's CDBG-funded Residential Food Distribution and Personal Protective Equipment Business Assistance programs.

### **City of Signal Hill**

#### **CDBG Grant Administration and Labor Standards Compliance**

Michael Baker administers the City's annual CDBG grant received through the LACDA and performs labor standards compliance monitoring for the City's CDBG-funded public works project and Senior Activities program.

### **City of Westlake Village**

#### **CDBG Grant Administration and Housing Rehabilitation Programs Implementation**

Michael Baker performs all tasks associated with the implementation of the City's CDBG-funded housing rehabilitation grant program and assists with the general administration of the City's annual CDBG grant received through the LACDA.

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## **REFERENCES**

References for Michael Baker assignments involving the services requested by the City of San Fernando are as follows:

### **City of Bell Gardens**

Gustavo Romo, Community Development Director  
(562) 806-7724  
gromo@bellgardens.org

### **City of Calabasas**

John Bingham, Admin Services Manager  
(818) 224-1663  
jbingham@cityofcalabasas.com

### **City of Hawaiian Gardens**

Linda Hollingsworth, Finance Director  
(650) 991-8048  
lindah@hgcity.org

### **City of Lawndale**

Sean M. Moore, Director of Community Development  
(310) 973-3231  
smoore@lawndalecity.org

### **City of Lomita**

Gary Sugano, Assistant City Manager  
(310) 325-7110  
g.sugano@lomitacity.org

**City of Rancho Palos Verdes**

Lorna Cloke, Senior Administrative Analyst  
(310) 544-5276  
lornac@rpvca.gov

**City of Redondo Beach**

Laurie Koike, Interim Director, Community Services  
(310) 318-0610  
laurie.koike@redondo.org

**City of Rolling Hills Estates**

Mike Whitehead, Administrative Services Director  
(310) 377-1577  
mikew@ci.rolling-hills-estates.ca.us

**City of Signal Hill**

Aly Mancini, Community Services Director  
(562) 989-7320  
amancini@cityofsignalhill.org

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## **PROJECT STAFF QUALIFICATIONS**

All work will be performed by Michael Baker employees; no subcontractors will be utilized. Our staff is prepared to perform all tasks identified in the City's RFP. Our project team has considerable experience in administering annual CDBG grants and implementing CDBG-funded public service and public works projects. Proposed project team members are listed below.

### **William Hoose, Project Director**

Mr. Hoose will be responsible for corporate oversight of the services provided to the City of San Fernando and will serve as Michael Baker's QA/QC officer. He will also be available to provide backup and technical assistance to the project manager, if needed. Mr. Hoose's 17-plus years of experience in the planning field in California span numerous aspects of planning, including general plan and specific plan preparation, contract agency planning services, plan check services, NEPA documentation services (for HUD, FAA, FTA, FWA, USACOE, DOD, and FRA), zoning code updates, land planning, constraints analyses, and CEQA documentation for public agencies across California. Much of his career has been spent managing planning groups of various sizes and practice areas.

### **Micheal Neal, Project Manager**

Mr. Neal will serve as project manager for the administration and implementation of the City's CDBG programs. He will be responsible for the general administration of the City's annual CDBG grant and the management of the City's CDBG-funded public service and public works projects. He will be the City's primary point of contact for all project activities. Mr. Neal is particularly well qualified to serve in this capacity with over 25 years of experience administering state and federal grant-funded programs. He has administered CDBG grants and/or managed CDBG-funded projects for 18 Southern California cities. Of these cities, 12 are communities that receive their CDBG funds through the LACDA, similar to the City of San Fernando.

### **Shannon Andrews, Grants Specialist**

Ms. Andrews will assist Mr. Neal with the day-to-day administration of the City's CDBG programs. She is extremely familiar with the LACDA's reporting requirements and is fully capable of performing labor standards compliance monitoring. She is well qualified to serve in this capacity, having assisted with the administration of CDBG programs for the other LACDA participating cities, including Bell Gardens, Beverly Hills, Calabasas, Hawaiian Gardens, San Fernando, Lomita, Rancho Palos Verdes, Rolling Hills Estates, San Fernando, Signal Hill, and Westlake Village.

### **Damien Delany, Labor Compliance Manager**

Mr. Delany has over 22 years of experience in the construction and project management field. He has overseen project management and labor compliance, both with a private construction firm and as a consultant for many public and private entities. He has overseen or personally managed the operation of federally funded construction programs for 12 California cities, working with a



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variety of agencies, including other LACDA participating cities such as San Fernando, Rancho Palos Verdes, Torrance, San Fernando, and Signal Hill. He will serve as the task manager for monitoring public works projects for compliance with the Davis-Bacon Act and other applicable labor standards.

**Sandra Lee, Labor Standards Compliance Officer**

Ms. Lee is a Labor Standards Compliance officer with experience in providing Davis-Bacon Act and state prevailing wage monitoring services for cities and developers. She has conducted prevailing wage monitoring for numerous cities with various funding sources, including CDBG, state bonds, and local county funds. Ms. Lee will be available to assist the labor compliance manager with interviews, certified payroll review, file maintenance, and the preparation of any necessary reports to the LACDA. She has experience with employee interviews, wage compliance investigations, restitution requests, and Section 3 document review for other LACDA participating cities, including Lawndale, San Fernando, Rancho Palos Verdes, and Torrance.

Résumés for these team members are contained in **Appendix A** to this proposal.

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## **APPROACH AND SCHEDULE**

It is our understanding that the City of San Fernando is seeking a consultant for the administration and implementation of the City's CDBG programs. We are able to exhibit extensive experience in the implementation and administration of the programs, contract administration, and project management and labor compliance for CDBG-funded construction projects. We further understand that the City participates in the Los Angeles Urban County CDBG programs. As such, the City receives its annual allocation of CDBG funds from HUD through the LACDA, which will require experience and knowledge of the processes, procedures, performance expectations, and financial reporting requirements associated with participation in the LACDA administered CDBG programs.

During the 2021–2022 fiscal year, the City will have approximately \$229,905 in CDBG program funds available for your Water/Sewer Utility Assistance and Business Grant Programs, and \$498,574 in CDBG project funds available for your 2019-2020 fiscal year Pico Street and San Fernando Road Improvements project. The City is looking for a consultant who can ensure proper and timely expenditure of these CDBG program funds and provide federal labor standards compliance.

Michael Baker's technical approach to administering the City's annual CDBG grant involves assigning a well-qualified team to provide the services requested by the City. Our designated project manager, Micheal Neal, will report directly to City staff in delivering the desired services. He will serve as the lead person for the general administration of the City's annual CDBG grant and CDBG-CV funds. Shannon Andrews will assist Mr. Neal with the preparation of annual planning documents, the submittal of required financial and performance reports to the LACDA, and the monitoring of CDBG-funded programs.

Sandra Lee will perform Labor Standards Compliance monitoring under the direction of Damien Delany, Labor Compliance Manager. Finally, Will Hoose will provide corporate oversight of the assignment and be available to back up and render technical assistance to Mr. Neal as needed.

The qualifications and roles of our team members are further discussed in the proposal's Management and Staffing section.

Mr. Neal will establish schedules for the preparation of work products in concert with City. He will be responsible for ensuring adherence to the established schedules and keeping City staff apprised of the status of the work being performed. He will also inform the City of any problems or obstacles to program implementation as soon as they are encountered. Any work products requiring the City's approval, prior to submittal to the LACDA, will be prepared with adequate time for the City's review and approval.

Our customer service is evident from the outset of each assignment, as we typically attempt to schedule our initial meeting with all pertinent City staff. Another key feature of our commitment

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to customer service is the development and maintenance of effective ongoing communication with all participants throughout the year. Our staff members can be reached by cellular phone or at our 1-800 number, and all messages will be returned within a 24-hour period, excluding weekends and holidays. Our project manager will provide City staff with monthly reports on the status of all CDBG- and CDBG-CV program activities.

As another standard operating procedure, the eligibility of all proposed public improvements would have to be verified prior to being approved for funding. The plans for any changes would have to be reviewed and approved by the City's Public Works Department as soon as the changes are identified and verified by Michael Baker staff. This approach will ensure that the construction work is being done in accordance with all applicable City codes, standards, and ordinances and with the plans and specifications for the project. Once the construction work is under way, our staff will perform the necessary interviews with the trades involved and ensure employees are receiving the correct wages in accordance with the contract. Michael Baker staff will review all progress payment requests prior to submitting a request for the disbursement of a progress payment to a contractor. We will inspect the work to ensure it has been completed in accordance with the scope of work in the construction contract and to the satisfaction of the City's Public Works Department. Any corrective work that needs to be performed before a progress payment can be released will be clearly identified on a punch list of remedial actions.

In adhering to this management approach, Michael Baker will perform construction administration in a manner that minimizes the demands placed on City staff. In addition to construction administration, Michael Baker staff will make certain that all required CDBG reports are properly prepared and submitted to the LACDA prior to the reports' due dates to ensure compliance and timeliness.

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## **FEE**

Michael Baker proposes the following not-to-exceed (NTE) amounts to provide administration, implementation, and labor compliance services to the City of San Fernando Community Development Block Grant Program for one year, with the option of three one-year extensions (totaling five years). The proposed NTE cost of **\$60,895** is based on the City's available CDBG monies identified in the RFP to provide all the services identified in the RFP.

<b>Administration and Implementation for FY2021-2022 Water/Sewer Utility Assistance Program</b>	<b>\$4,590</b>
<b>Administration and Implementation for FY2021-2022 Business Grant Program</b>	<b>\$17,971</b>
<b>Administration and Implementation for FY2019-2020 Pico Street &amp; San Fernando Road Improvements Project</b>	<b>\$27,334</b>
<b>Labor Compliance Services for FY2019-2020 Pico Street &amp; San Fernando Road Improvements Project</b>	<b>\$11,000</b>

The fees quoted above are not-to-exceed amounts and are inclusive of all project costs. These fees are based on the anticipated number of hours to be devoted by the various team members at the following hourly rates:

<b>NAME/TITLE</b>	<b>HOURLY RATE</b>
<b>Will Hoose, Project Director</b>	<b>\$250</b>
<b>Micheal Neal, Project Manager</b>	<b>\$140</b>
<b>Shannon Andrews, Grants Specialist</b>	<b>\$140</b>
<b>Damien Delany, Labor Compliance Manager</b>	<b>\$165</b>
<b>Sandra Lee, Labor Standards Compliance Officer</b>	<b>\$110</b>

The City will not be charged for travel but only for the hours worked by Mr. Neal or other staff at San Fernando City Hall, actual project sites in the city, or our offices in administering and implementing the City's annual CDBG program, and providing labor compliance services. These price quotations will remain firm and irrevocable for one year following consultant selection.

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## **ADDITIONS OR EXCEPTIONS**

Michael Baker has contracted with the City of San Fernando on multiple past recent projects and has been able to work out contractual terms. Upon selection of this proposal, we would respectfully request the opportunity to discuss certain of the terms with the City, due to the professional standard of care required for performance of the services, and insurance commercially available. Michael Baker will work with the City to come to agreement on terms.

## **APPENDIX A**

### **RESUMES**

## WILLIAM HOOSE, PROJECT DIRECTOR

Mr. Hoose has extensive experience in both the environmental planning and community planning disciplines. He has worked with public agencies, private developers, investor-owned utilities, as well as various water, wastewater, and solid waste service providers. He has successfully worked with developers and agencies at early stages of large and innovative projects to provide guidance on the regulatory strategy and (working with engineers) constructability, including a large international green infrastructure supply chain, an innovative goods movements system at the Port of Los Angeles, and an aerial tramway project in Downtown Los Angeles. He has also managed and overseen numerous CEQA and NEPA documents, as well as participated in seven general plan updates and numerous specific plans and master plans. Mr. Hoose has managed planning teams at various levels, including a large Impact Assessment and Permitting team of over 100 hundred planners and scientists. This experience has given him keen insight into each of those practice areas as well as practical experience overseeing a vast array of projects, people, and geographies. Since Mr. Hoose is new to Michael Baker, all selected project experience below is at another firm.

### Professional Affiliations and Service

- American Planning Association
- Former CA Chapter Vice President and Executive Board Member
- Current member and former Orange Section Vice Chair of Membership and Diversity and Inclusion

### Licenses/Certifications

- American Institute of Certified Planners, 026231

Team Member since 2020

## Education

BS, Urban and Regional Planning | California State Polytechnic University, Pomona

## Relevant Project Experience

**Los Angeles Zoning Code Update (re:Code LA) EIR– Los Angeles, California.** *Los Angeles Department of City Planning.* Project Director. Responsible for project management and technical oversight of the major revisions to the Draft EIR (prepared by another consultant) in support of the Zoning Code update. As the City prepared to release two EIRs for the Boyle Heights and Downtown Community Plans, it was realized that the Zoning Code EIR was insufficient. We were brought in to quickly revise the document while not delaying the other projects.

**LA Metro, 7th Street/Metro Center Station Connector to The Bloc Mitigated Negative Declaration, Los Angeles, CA.** *Los Angeles County Metropolitan Transportation Authority.* Served as project manager of the MND prepared in support of the underground pedestrian connection from the existing 7th Street/Metro Center Station to The Bloc (formerly Macy's Plaza) located on the southern side of 7th Street. The project involves tunneling under 7th Street to connect the mezzanine level of the station to the lower level of the new mall.

**Hollywood-Burbank Airport Regional Intermodal Transportation Center and Runway 33 Safety Area Restoration Project, Los Angeles and Burbank, CA.** *Southern California Regional Rail Authority.* Served as the environmental project manager who prepared necessary updates to NEPA and CEQA documents to allow for project design revisions related to the connection of the Metrolink Burbank Airport South station platform, the RITC, and Burbank Airport Terminal B. Prepared applicable revisions to the EA/FONSI with FAA as well as the IS/MND prepared by the City of Burbank.

**Harbor Performance Enhancement Project EIR, Los Angeles, CA.** *Port of Los Angeles.* Project Director for the preparation of the EIR in support of this project that was designed to increase efficiency of terminal container throughput and reduction in GHG emissions at both the Ports of Los Angeles and Long Beach. Project allowed for direct off-loading of containers onto trailer chassis and temporary off-terminal storage. Trucks would arrive off-peak by appointment to pick up containers, eliminating truck cuing freeway congestion.

**Orange County Public Works Planned Communities Division, Tonner Hills Development Plan Check Services, Brea, California.** Worked as a contract planner and plan check program manager for the county's Planned Communities Division. Duties included accepting, processing, plan checking, and issuance of permits and associated plans for developers in the 790-acre Tonner Hills project plan area.

**Project NEOM Environmental Constraints Analysis, Saudi Arabia. *Morphosis Architects.*** Prepared the initial environmental constraints analysis in support of the proposed NEOM project, located in the Tabuk Province on the northwest portion of Saudi Arabia. NEOM is a new city proposed to contain 1 million people at buildout and will span a 170km linear city (105 miles) from the Red Sea Coast to the high desert region to the east. It is designed to be a city with no roads or cars, and all infrastructure (including public transit) will exist within a subterranean spine beneath the city.



## MICHEAL NEAL, PROJECT MANAGER

Mr. Neal has over 25 years of experience in administering Community Development Block Grant (CDBG)/Home Investment Partnerships (HOME) grants, assisting with the implementation of residential rehabilitation programs, conducting Section 8 Housing Quality Standards inspections, and interpreting and applying provisions of the US Department of Housing and Urban Development rules and regulations pertinent to housing rehabilitation programs and other CDBG/HOME-funded activities.

Team Member since 2013

### Education

BA, Liberal Studies | California State Polytechnic University, Pomona

### Relevant Project Experience

**City of Westlake Village.** Administered the City's CDBG-funded housing rehabilitation program.

**City of Hawaiian Gardens.** Administered the City's annual CDBG grant.

**City of Norco.** Administered a housing trust/bond-funded housing rehabilitation program.

**City of Lomita.** Administered the City's CDBG program and managed the housing rehabilitation program.

**City of Lawndale.** Administered the City's CDBG program and implemented funded projects and programs.

**City of Redondo Beach.** Managed the City's CDBG-funded Mobility Access/Emergency Repair Program.

**City of Calabasas.** Administered the City's CDBG-funded housing rehabilitation program.

**City of Beverly Hills.** Administered the City's CDBG program and managed the housing rehabilitation program.

**City of Calimesa.** Assisted the City with the administration of a HOME-funded housing rehabilitation program and managed a CDBG-funded housing rehabilitation program for the City.

**City of San Bernardino.** Served as project coordinator for the City's EECBG-funded Green Home Makeover Program, working with homeowners and scheduling energy audits and energy efficiency improvements.

**City of Signal Hill.** Managed the operation of a redevelopment agency-funded Housing Rehabilitation Loan and Grant Program.

**City of San Gabriel.** Performed the general administration of the City's annual CDBG program and managed the operation of CDBG-funded housing and commercial rehabilitation programs.

**City of Rosemead.** Performed general administration of the City's CDBG and HOME programs, including compliance with reporting requirements and the management of projects. Assisted with the operation of CDBG-funded public service and residential and commercial rehabilitation programs.

**City of Goleta.** Provided technical assistance in monitoring public services agencies to ensure compliance with federal requirements.

**City of Culver City, Culver City Housing Authority.** Conducted housing quality inspections for the Housing Authority's Section 8 program.

**City of Hawthorne, Hawthorne Housing Authority.** Conducted housing quality inspections for the Housing Authority's Section 8 program.

## SHANNON ANDREWS, GRANTS SPECIALIST

Ms. Andrews serves as a technical specialist and projects manager in support of Michael Baker International's housing and community development assignments throughout the State of California. She has considerable experience in securing and subsequently administering grants for Michael Baker clients. Ms. Andrews also has extensive working knowledge of the housing rehabilitation process using State and Federal grants. Her experience also includes grant writing and grant administration for over \$25-million dollars in State and Federal grants (owner-occupied housing rehabilitation; small business economic development programs; first-time homebuyer programs; new park construction; energy efficiency of City Hall and Citywide street lights; General Plan update), as well as extensive compiling and preparing of annual, semi-annual, quarterly, and monthly reports for CDBG and HOME through HCD.

### Professional Affiliations

- California Association of Code Enforcement Officers (CACEO)
- National Association of Housing and Redevelopment Officials (NAHRO)

### Training/Seminars

- Fair Housing Equal Opportunity Certification by California HCD
- Certification in Income Determination by the California HCD
- Advanced Certification from CACEO

**Team Member since 2016**

## PROJECT EXPERIENCE

**City of Beverly Hills** - Contract Staff overseeing the applicant qualifications for the City's Below-Market Rate Program for the Garden House project.

**City of Chowchilla** - Housing Specialist for the administration of both CDBG- and HOME-funded housing rehabilitation programs.

**City of Grass Valley** - Contract Staff overseeing the securing and administration of a first-time homebuyer program and both CDBG and HOME monitoring.

**Monterey County** - Contract Staff overseeing the applicant qualifications of the East Garrison Affordable Housing Program.

**City of Calabasas.** Administered the City's CDBG-funded Rental Assistance Program.

**City of Calimesa.** Assisted the City with the administration of a HOME-funded housing rehabilitation program and managed a CDBG-funded housing rehabilitation program for the City.

**City of Hawaiian Gardens.** Administered the City's CDBG program and implemented funded projects and programs.

**City of Lawndale.** Administered the City's CDBG program and implemented funded projects and programs.

**City of Lomita.** Administered the City's CDBG program and managed the housing rehabilitation program.

**City of Norco.** Administered a housing trust/bond-funded housing rehabilitation program.

**City of Rancho Palos Verdes.** Administered the City's CDBG program and implemented funded projects and programs.

**City of San Fernando.** Administered the City's CDBG program and implemented funded projects and programs.

## DAMIEN DELANY, LABOR COMPLIANCE MANAGER

Mr. Delany is a Principal Planner and the Lead for Housing and Community Development Services. Mr. Delany has 25 years of experience in the grant administration and project management field. He has overseen or personally managed the operation of federally funded grants and construction programs for 14 California cities, working with a variety of agencies. He has been trained by HUD and has represented many cities as they were audited by HUD auditors. He will serve as the Project Manager overseeing the overall Labor Compliance services and serve as a Technical Advisor on all difficult matters that may arise. Mr. Delany is particularly well qualified to serve in this capacity with over 25 years of experience administering State and Federal grant funded HUD programs.

### Professional Affiliations

- National Association of Housing and Redevelopment Officials

### Training/Seminars

- IDIS Reporting
- Basically CDBG
- Building HOME Partnership Training

### Team Member since 2014

## EDUCATION

- Masters Certificate in Applied Project Management, Villanova University, Villanova, PA
- B.S., Regional Development and Urban Planning, University of Arizona

## PROJECT EXPERIENCE

While working for Michael Baker International, Mr. Delany's experience in the field of community development has included the following:

**City of Montebello** - Project Manager for Labor Compliance on new State Bond funded Hilton Home2Suites Hotel project. Responsible for overseeing the submittal, and review of the certified payroll records. Worked as the liaison between the City and the Contractor providing Labor Compliance reports, requesting restitutions and overseeing audits. Responsible for administering the City's annual CDBG grant received from HUD and assisting with the implementation of CDBG-funded activities.

**City of Redondo Beach** - Serving as the Project Manager for Labor Compliance monitoring for multiple Federal-funded projects. Responsible for assisting City staff with bid document review and creation, training City Staff and Contractors about Davis-Bacon requirements and recommending payment withholding for non-compliance.

**City of Fresno** - Responsible for managing the City's Homeless Community Initiatives. This includes overseeing the labor compliance aspect of the CDBG-funded homeless construction projects.

**Orange County Public Works** - Responsible for managing the labor compliance aspect of a bridge replacement project and a levee reinforcement project. Provided labor compliance reports and clarifications to contractors' questions regarding the requirements. Performed training to Orange County Public Works staff and coordinated with prime contractor on how to resolve the non-compliance issues from subcontractors.

**City of South San Francisco** - Responsible for managing the labor compliance aspect of the CDBG-funded construction projects. Overseeing the bid preparation and delegation of certified payroll record review.

**City of Norwalk** - Responsible for managing the labor compliance aspect of CDBG and Caltrans funded construction projects. Overseeing the bid preparation and delegation of employee interviews, Section 3 monitoring, DBE monitoring and contractor eligibility.

**SANDRA LEE, LABOR STANDARDS COMPLIANCE OFFICER**

Ms. Lee has successfully enforced Labor Standards Compliance requirements for various Public Works Projects throughout Southern California, monitored Local Jobs Programs for City of Los Angeles projects and monitored Local and Targeted Worker Hiring Programs for County of Los Angeles projects. She has Section 3 monitoring experience with federally-funded Public Works Projects. Ms. Lee has achieved timely compliance close-outs for all the projects that she monitored.

**Training/Seminars:**

Contract Compliance  
Administration by  
Association of Construction  
Compliance  
Prevailing Wages by the  
Department of Labor, Wage  
and Hour Division

**Years with Other Firms: 8.5****Team Member since 2019****Education**

Business Administration, Contract Compliance | Morgan  
State University, Baltimore, MD (2015)

**Relevant Michael Baker Experience**

**Mount McDill Communications Center Replacement Project, County of Los Angeles (November 2018 – November 2019)** Compliance Officer – monitored and enforced Local and Targeted Worker Hiring Program (LTWHP) for the project. Facilitated Pre-Construction meetings with Prime and subcontractors all of tiers. Responsible for all LTWHP monthly and project-end reporting, craftworker interviews, apprentice hiring process and ratio, and prevailing wages.

**SSRP H31 Hollywood Hills Beachwood Drive & Scenic Avenue Project, City of Los Angeles (October 2018 – November 2019)** Jobs Coordinator – Enforced City of Los Angeles' Project Labor Agreement (PLA) requirements and monitoring of contractors' PLA requirements and status of mandatory goals. Developed and provided contractors effective hiring strategies to meet/exceed project goals. Responsible for monthly and project-end reporting of contractor-specific and project-wide PLA requirements and goals.

**Berths 196 – 199 Wharf Rehabilitation Project, Port of Los Angeles (September 2017 – February 2019)** Jobs Coordinator – Developed and enforced hiring process for contractors to follow on project so that they in full compliance with Apprentice Hiring requirements and exceeded mandatory PLA goals. Provided monthly and project-end reporting of project status of PLA goals.

**Laundry Water Reclamation Systems Project, California Prison Industry Authority (June 2017 – March 2018)** Compliance Officer – Assisted the Prison Authority with Labor Compliance enforcement and monitoring of four construction locations of project. Developed and implemented Compliance Monitoring program for the

Authority to exercise on projects. Oversight of Labor Compliance requirements and apprentice hiring process of four construction locations of project.

**Paradise Creek Affordable Housing Project Phase 1 and 2, City of National City (November 2014 – October 2018)** Compliance Officer – Oversight of Labor Compliance, New Hire and Minority Business Enterprise Participation programs. Successfully closed out contractors of all tiers from their compliance requirements and project goals with City of National City.

**EXPO2 Light Rail Transit Design/Build Project, Exposition Metro Line Construction Authority (July 2011 – July 2014)** Labor Compliance Officer – Auditor of certified payroll reports of contractors of all tiers, monitored contractors' status of Labor Compliance requirements with State of California, City of Santa Monica and Expo Authority.

**City of Lawndale CDBG-Funded Street Improvement Projects** Labor Compliance Officer – Auditor of certified payroll reports of contractors of all tiers, monitored contractors' status of Labor Compliance requirements with State of California, City of Lawndale, and the Los Angeles County Development Authority.

**City of Rancho Palos Verdes CDBG-Funded Street Improvement Projects** Labor Compliance Officer – Auditor of certified payroll reports of contractors of all tiers, monitored contractors' status of Labor Compliance requirements with State of California, City of Rancho Palos Verdes, and the Los Angeles County Development Authority.

**City of Torrance CDBG-Funded Street Improvement Projects** Labor Compliance Officer – Auditor of certified payroll reports of contractors of all tiers, monitored contractors' status of Labor Compliance requirements with State of California, City of Torrance, and the Los Angeles County Development Authority.



## **APPENDIX B**

# **REQUEST FOR PROPOSALS FOR CONSULTANT SERVICES TO ADMINISTER AND IMPLEMENT CITY OF SAN FERNANDO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## REQUEST FOR PROPOSALS



The Finance Department is requesting proposals for:

### **CONSULTANT SERVICES TO ADMINISTER AND IMPLEMENT CITY OF SAN FERNANDO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**RELEASE DATE: September 24, 2021**

**RESPONSE DUE: October 19, 2021**

## **GENERAL INFORMATION**

The City of San Fernando is interested in contracting with an experienced professional services firm for the administration and implementation, project management, and labor compliance of the City's Community Development Block Grant (CDBG) Program for Fiscal Year 2021-2022. The term of the contract is three (3) years, with options for two one-year extensions at the City's discretion. Qualified consultants assigned to the position must have experience working with CDBG Program provided via the Los Angeles County Development Authority (LACDA). The required services and performance conditions are described in the Scope of Services.

## **BACKGROUND**

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 125 full-time employees from a total Adopted Budget for fiscal year 2021-2022 of \$63.9 million, which includes a General Fund budget of \$22.5 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City of San Fernando participates in the U.S. Department of Housing and Urban Development's (HUD) CDBG program through the Los Angeles County Development Authority (LACDA). For Fiscal Year (FY) 2021-2022, the City's Allocation is approximately \$225,607, which has already been allocated to the programs described in the Scope of Service section of this RFP.

The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide assistance with CDBG project labor standards and enforcement. The assistance to be provided will ensure proper and timely completion and expenditure of the CDBG program funds.

## **INSTRUCTIONS TO SUBMITTING FIRMS**

### **A. Examination of Proposal Documents**

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

**B. Questions/Clarifications**

Please direct any questions regarding this RFP to Sonia Garcia, Interim Director of Finance, via e-mail at [sgarcia@sfcity.org](mailto:sgarcia@sfcity.org). Questions must be received by 5:30 p.m. on **Thursday, October 7, 2021**. All questions received prior to the deadline will be collected and responses will be posted to the City's website by close of business on **Tuesday, October 12, 2021**.

**C. Submission of Bid Proposals**

All bid proposals shall be submitted via email to City Clerk, Julia Frit at [jfritz@sfcity.org](mailto:jfritz@sfcity.org) and the subject line of the email shall read, "City of San Fernando RFP – Consultant Services to Administer and Implement Community Development Block Grant Program." Proposals must be received no later than Tuesday, **October 19, 2021 at 5:30 p.m.** All proposals received after that time will not be accepted.

**D. Withdrawal of Proposals**

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

**E. Rights of City of San Fernando**

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

**F. Contract Type**

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

**G. Collusion**

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

**SCOPE OF SERVICE**

The items to be included in the Scope of Services are indicated below. All work items will be carried out in conjunction with City staff direction, input, and review.

The selected consultant shall provide the City of San Fernando with contract administration, project management, and labor compliance responsibility for Water/Sewer Utility Assistance Program, Business Assistance Program, and Pico Street & San Fernando Road Improvements Project funded under the CDBG Program. The City-approved, CDBG funded programs are noted as:

**Water/Sewer Utility Assistance Program (Funding Allocation: \$45,900)** Provide a Water/Sewer Utility Bill credit of up to \$500 per recipient for residents impacted by COVID-19 and provide financial counseling services from a third party firm (preferably a non-profit organization) to connect applicants with other available resources and programs (e.g., rent/mortgage assistance, credit card debt assistance, unemployment assistance, student loan debt assistance, food insecurity, etc.). This is considered a Public Service Project and is, therefore, capped at 20% of the total allocation.

**Business Assistance Program (Funding Allocation: \$179,707)** Provide grants of up to \$5,000 per recipient to businesses impacted by COVID19 and provide financial counseling and/or technical assistance services from a third party firm (preferably a non-profit organization) to connect applicants with other available resources and programs (e.g., lease assistance, technical assistance for loan applications, technical assistance for shifting business model to online and accept credit cards, etc.). This is not considered a Public Service Project; therefore, there is no cap.

**Pico Street & San Fernando Road Improvements FY 2019-2020 Project (Funding Allocation: \$490,000)** This ongoing project includes street paving, sidewalk repairs, curb and gutter repairs, driveway approach repairs, access ramp upgrades, striping, and pavement markers at the following locations in CT 3203.00 BG 2 which serve a primarily residential, low and moderate-income area. This is not considered a Public Service Project; therefore, there is no cap.

The selected consultant shall ensure that the City's CDBG-funded program complies with requirements of the source(s) of the funds being used and any other legal requirements that may apply. The consultant shall maintain the utmost accuracy in documentation and filing system that meets or exceeds the requirements of the funding source. The consultant shall manage

program workflow to ensure the timely expenditure of funds. The consultant shall participate in any program reviews or audits.

**Administrative and Implementation Responsibilities:**

- Meeting agendas and minutes, records of conversations with key individuals;
- Respond to requests for information from LACDA staff.
- Submit quarterly performance reports to LACDA.

**Project Management & Labor Compliance Standards Responsibilities:****Pre-Construction:**

- Assist City Public Work staff with preparation of Bid Documents;
- Obtain Affidavit of Publication from media of general circulation;
- Conduct a Section 3 Pre-Bid Presentation at the Pre-Bid Meeting;
- Verify Federal Wage Decision is current within 10 days of bid opening date;
- Assist City staff in evaluating contractor proposals; and
- Conduct contractor eligibility check before contract award.

**Contract Award:**

- Ensure all required Federal provisions and CDBG contractual clauses are included in agreements;
- Compile and submit Notice of Contract Award Letter to Department of Labor;
- Schedules Pre-Construction meeting and notifies LACDA staff;
- Conducts Pre-Construction meeting;
- Issues Notice to Proceed to Contractor; and
- Obtains and submits LACDA reporting forms.

**Construction:**

- Establish and maintain contractor and subcontractor labor files for each contractor/subcontractor;
- Conduct employee field interviews and document filed posting compliance;
- Reconcile weekly certified payroll reports and supporting documentation; and
- Monitor contractors for Section 3 accomplishments.

**Post Construction:**

- Review contractors final payroll and Section 3 Economic Opportunity Report;
- File Notice of Completion;
- Compile and submit labor standards and related reports to CDC;
- Schedule labor compliance file review prior to release of retention funds; and
- Address and resolve any underpayment or deficiency issues.

**Program Administrative Support Services:**

The selected consultant will assist City staff with CDBG Fund Program reporting and preparation of quarterly reports to LACDA.

## **PROPOSED TERM OF CONTRACT**

The proposed term of the contract is **three years, with options for two one-year extensions at the City's discretion.**

## **SCHEDULE FOR SELECTION**

RFP Available:	September 24, 2021
Deadline for submittal of Questions:	October 7, 2021
Response to Questions:	October 12, 2021
Deadline for submittal of Proposal:	October 19, 2021
Agreement Presented to Council for Review & Approval:	November 1, 2021

**This schedule is tentative and subject to change at the City's sole discretion.**

## **METHOD OF SELECTION AND NOTICES**

The Director of Finance will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.

## **INFORMATION TO BE SUBMITTED**

1. Prospective Firms must submit one digital copy of their proposal via email.
2. Include a *Proposal Summary* Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them.

3. Include a *Profile of the Proposing Firm(s)* Section

This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

2. Include a *Qualifications of the Firm* Section

This section shall include a brief description of the Firm's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

3. Include a *Work Plan* Section

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).



4. Include a *Project Staffing* Section

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Firm personnel shall be included. Key Firm personnel will be an important factor considered by the Finance Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

5. Include a *Proposal Costs Sheet and Rates* Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that are considered optional additions.

## **NOTICE INVITING BIDS**

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

### **CONSULTANT SERVICES TO ADMINISTER AND IMPLEMENT CITY OF SAN FERNANDO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

in strict accordance with the Specifications on file in the office of the SAN FERNANDO FINANCE DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at <https://ci.san-fernando.ca.us/rfps-rfqs-nibs-nois/>

One (1) original and one (1) electronic copy of the proposal must be submitted to the CITY CLERK'S OFFICE in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:30 p.m. on Tuesday, October 19, 2021**. In lieu of providing an original copy, proposals will also be accepted via email and must be received prior to the deadline indicated above. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: \_\_\_\_\_  
Julia Fritz, City Clerk

Published in **The San Fernando Sun** on **September 28, 2021**.

## REQUEST FOR PROPOSALS



The Finance Department is requesting proposals for:

### **CONSULTANT SERVICES TO ADMINISTER AND IMPLEMENT CITY OF SAN FERNANDO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**RELEASE DATE: September 24, 2021**

**RESPONSE DUE: October 19, 2021**

## **GENERAL INFORMATION**

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## **BACKGROUND**

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 125 full-time employees from a total Adopted Budget for fiscal year 2021-2022 of \$63.9 million, which includes a General Fund budget of \$22.5 million. The City is a cost conscious provider of outstanding public services to its citizens and local businesses.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City of San Fernando participates in the U.S. Department of Housing and Urban Development's (HUD) CDBG program through the Los Angeles County Development Authority (LACDA). For Fiscal Year (FY) 2021-2022, the City's Allocation is approximately \$225,607, which has already been allocated to the programs described in the Scope of Service section of this RFP.

The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide assistance with CDBG project labor standards and enforcement. The assistance to be provided will ensure proper and timely completion and expenditure of the CDBG program funds.

## **INSTRUCTIONS TO SUBMITTING FIRMS**

### **A. Examination of Proposal Documents**

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in a creative, cost-effective & service-oriented manner.

**B. Questions/Clarifications**

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A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

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- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

**F. Contract Type**

It is anticipated that a standard form professional services agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

**G. Collusion**

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

**SCOPE OF SERVICE**

The items to be included in the Scope of Services are indicated below. All work items will be carried out in conjunction with City staff direction, input, and review.

The selected consultant shall provide the City of San Fernando with contract administration, project management, and labor compliance responsibility for Water/Sewer Utility Assistance Program, Business Assistance Program, and Pico Street & San Fernando Road Improvements Project funded under the CDBG Program. The City-approved, CDBG funded programs are noted as:

**Water/Sewer Utility Assistance Program (Funding Allocation: \$45,900)** Provide a Water/Sewer Utility Bill credit of up to \$500 per recipient for residents impacted by COVID-19 and provide financial counseling services from a third party firm (preferably a non-profit organization) to connect applicants with other available resources and programs (e.g., rent/mortgage assistance, credit card debt assistance, unemployment assistance, student loan debt assistance, food insecurity, etc.). This is considered a Public Service Project and is, therefore, capped at 20% of the total allocation.

**Business Assistance Program (Funding Allocation: \$179,707)** Provide grants of up to \$5,000 per recipient to businesses impacted by COVID19 and provide financial counseling and/or technical assistance services from a third party firm (preferably a non-profit organization) to connect applicants with other available resources and programs (e.g., lease assistance, technical assistance for loan applications, technical assistance for shifting business model to online and accept credit cards, etc.). This is not considered a Public Service Project; therefore, there is no cap.

**Pico Street & San Fernando Road Improvements FY 2019-2020 Project (Funding Allocation: \$490,000)** This ongoing project includes street paving, sidewalk repairs, curb and gutter repairs, driveway approach repairs, access ramp upgrades, striping, and pavement markers at the following locations in CT 3203.00 BG 2 which serve a primarily residential, low and moderate-income area. This is not considered a Public Service Project; therefore, there is no cap.

The selected consultant shall ensure that the City's CDBG-funded program complies with requirements of the source(s) of the funds being used and any other legal requirements that may apply. The consultant shall maintain the utmost accuracy in documentation and filing system that meets or exceeds the requirements of the funding source. The consultant shall manage

program workflow to ensure the timely expenditure of funds. The consultant shall participate in any program reviews or audits.

**Administrative and Implementation Responsibilities:**

- Meeting agendas and minutes, records of conversations with key individuals;
- Respond to requests for information from LACDA staff.
- Submit quarterly performance reports to LACDA.

**Project Management & Labor Compliance Standards Responsibilities:**

**Pre-Construction:**

- Assist City Public Work staff with preparation of Bid Documents;
- Obtain Affidavit of Publication from media of general circulation;
- Conduct a Section 3 Pre-Bid Presentation at the Pre-Bid Meeting;
- Verify Federal Wage Decision is current within 10 days of bid opening date;
- Assist City staff in evaluating contractor proposals; and
- Conduct contractor eligibility check before contract award.

**Contract Award:**

- Ensure all required Federal provisions and CDBG contractual clauses are included in agreements;
- Compile and submit Notice of Contract Award Letter to Department of Labor;
- Schedules Pre-Construction meeting and notifies LACDA staff;
- Conducts Pre-Construction meeting;
- Issues Notice to Proceed to Contractor; and
- Obtains and submits LACDA reporting forms.

**Construction:**

- Establish and maintain contractor and subcontractor labor files for each contractor/subcontractor;
- Conduct employee field interviews and document filed posting compliance;
- Reconcile weekly certified payroll reports and supporting documentation; and
- Monitor contractors for Section 3 accomplishments.

**Post Construction:**

- Review contractors final payroll and Section 3 Economic Opportunity Report;
- File Notice of Completion;
- Compile and submit labor standards and related reports to CDC;
- Schedule labor compliance file review prior to release of retention funds; and
- Address and resolve any underpayment or deficiency issues.

**Program Administrative Support Services:**

The selected consultant will assist City staff with CDBG Fund Program reporting and preparation of quarterly reports to LACDA.

## **PROPOSED TERM OF CONTRACT**

The proposed term of the contract is **three years, with options for two one-year extensions at the City's discretion.**

## **SCHEDULE FOR SELECTION**

RFP Available:	September 24, 2021
Deadline for submittal of Questions:	October 7, 2021
Response to Questions:	October 12, 2021
Deadline for submittal of Proposal:	October 19, 2021
Agreement Presented to Council for Review & Approval:	November 1, 2021

**This schedule is tentative and subject to change at the City's sole discretion.**

## **METHOD OF SELECTION AND NOTICES**

The Director of Finance will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to City's issues.
- Potential to benefit the City.
- Experience of the firm providing similar services to other municipalities.
- Cost effectiveness.
- Quality of proposed staff.



## **INFORMATION TO BE SUBMITTED**

1. Prospective Firms must submit one digital copy of their proposal via email.
2. Include a *Proposal Summary* Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them.

3. Include a *Profile of the Proposing Firm(s)* Section

This section shall include a brief description of the Firm, including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Firm where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

2. Include a *Qualifications of the Firm* Section

This section shall include a brief description of the Firm's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

3. Include a *Work Plan* Section

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Firm in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).

4. Include a *Project Staffing* Section

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Firm personnel shall be included. Key Firm personnel will be an important factor considered by the Finance Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

5. Include a *Proposal Costs Sheet and Rates* Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that are considered optional additions.



November 5, 2021

Sonia Garcia, Interim Director of Finance/City Treasurer  
City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340

Dear Ms. Garcia:

**APPROVAL FOR NON-COMPETITIVE PROCUREMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATIVE SERVICES**

We received your October 22, 2021 email requesting approval of a non-competitive procurement based on insufficient responses to your *Request for Proposal (RFP)* for the CDBG Administrative Services for your CDBG-funded projects.

We reviewed your request based on the following declarations and supporting documentation you provided:

1. The City's RFP demonstrated full and open competition and without restrictions that would limit responses to the solicitation.
2. On August 19, 2021, the City advertised its RFP for CDBG Administrative Services only on the City's website and provided a response deadline of September 9, 2021. Only one firm responded by the deadline, Michael Baker International (MBI).
3. On September 14, 2021, the City requested LACDA approval of non-competitive procurement for their CDBG Administrative Services RFP. We denied the request on September 22, 2021, due to insufficient solicitation attempts and advertisement.
4. On September 24, 2021, the City re-advertised its RFP for CDBG Administrative Services with a response deadline of October 18, 2021, on the City's website, the California Society of Municipal Finance Officers (CSMFO) website, published the notice of inviting bids in the a local newspaper of general circulation (The San Fernando Valley Sun) and reached out to nine consulting firms from a resource list provided by LACDA.



Administrative Office  
700 West Main Street, Alhambra, CA 91801  
Tel: (626) 262-4511 TDD: (626) 943-3898



Executive Director: Emilio Salas  
Commissioners: Hilda L. Solis, Holly J. Mitchell, Sheila Kuehl, Janice Hahn, Kathryn Barger

Sonia Garcia, Interim Director of Finance/City Treasurer

November 5, 2021

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5. On October 18, 2021, the City received a total of 3 responses; 1 proposal from MBI for CDBG Administrative Services, and emails from two firms indicating that they would not be submitting a proposal to the City's RFP.
6. The City's documentation indicated that the non-responsive firms' lack of response to the solicitation were that some firms were no longer taking new clients, lacked the staffing or resources at this time to provide the service, have limited their scope of consulting services or simply chose not to respond to the RFP.
7. The City evaluated the response from MBI and determined that the cost of the services MBI would be providing are reasonable and will be within the CDBG 20% program administrative cap.

We reviewed additional solicitation documents submitted and based on this review, we are approving the request for non-competitive procurement for CDBG Administrative Services.

Should you have any questions, please contact Jeffrey Badre, your CDBG Contract Manager at (626) 586-1719 or [Jeffrey.badre@lacda.org](mailto:Jeffrey.badre@lacda.org).

Sincerely,

*Diann Viox*

DIANN VIOX, Manager

Community & Economic Development Division – Grants Management Unit

DV:EQ:JB:ab

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager  
By: Michael E. Okafor, Personnel Manager

**Date:** November 15, 2021

**Subject:** Consideration to Approve a Memorandum of Understanding with the San Fernando Police Civilians' Association and Adopt a Resolution Amending the Fiscal Year 2021-2022 Salary Plan

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) (Attachment "A"- Contract No. 2039) between the City of San Fernando and the San Fernando Police Civilians' Association (SFPCA) for a three-year term (July 1, 2021 through June 30, 2024);
- b. Adopt Resolution No. 8100 (Attachment "B") amending the Fiscal Year (FY) 2021-2022 Salary Plan to include certain provisions in the approved MOU between the City of San Fernando and SFPCA; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. On August 19, 2019, the City and the San Fernando Police Civilians' Association (SFPCA) executed a three-year Memorandum of Understanding (MOU) for the term of July 1, 2018 through June 30, 2021 (Contract No. 1928).
2. On June 16, 2021, the City and SFPCA met to begin negotiations for a new MOU. The City and SFPCA met regularly between June and October 2021.
3. On October 27, 2021, the two parties reached a tentative agreement for a successor MOU (Attachment "A").

**Consideration to Approve a Memorandum of Understanding with the San Fernando Police Civilians' Association and Adopt a Resolution Amending the Fiscal Year 2021-2022 Salary Plan**

Page 2 of 3

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**ANALYSIS:**

A Memorandum of Understanding (MOU) is a collective bargaining agreement between the City and each respective bargaining unit representing City employees. The MOU covers wages, benefits, and terms and conditions of employment for represented employees. MOUs typically also outline working hours and conditions, leave, job health and safety policies, and grievance/disciplinary procedures, among other employment related items.

The proposed three-year MOU between the City and SFPD includes the following changes to employee salaries and benefits for FY 2021-2022, FY 2022-2023, and FY 2023-2024:

1. Salary Adjustments:

- September 1, 2021: 4.0% Cost of Living Adjustment (COLA), with classic CalPERS employees picking up an additional 1.0% of the City's CalPERS cost, for a total pick up of 7.0% of the City's CalPERS cost.
- July 1, 2022: 4.0% COLA, with Classic CalPERS employees picking up an additional 1.0% of the City's CalPERS cost, for a total pick up of 8.0% of the City's CalPERS cost.
- July 1, 2023: 3.0% COLA.

2. Medical:

- Continue the full flex cafeteria plan for all active unit employees.
- Maintain cap of 4.0% per year for cafeteria plan flex dollar allowance increases.

3. Medical Opt-Out: For employees "grandfathered" as of July 1, 2018, currently receiving \$795 per month to opt-out of the City's medical plan:

- Effective January 1, 2022, qualifying employees shall receive \$770 per month.
- Effective January 1, 2023, qualifying employees shall receive \$740 per month.
- Effective January 1, 2024, qualifying employees shall receive \$700 per month.

4. Certification Pay:

- Pay for various desired certificates ranging from 2.5% for Intermediate POST Certificate to 10% for Building Inspector Certificate.

5. Holiday Pay:

- Add Juneteenth Holiday to approved list of Holidays.

6. One-time Vacation Accrual Payout:

- Up to 40 hours of Vacation accrual cash out to be paid in November 2022.

In order to implement the proposed changes, it is necessary to adopt the proposed resolution (Attachment "B") to amend the FY 2021-2022 Salary Plan.



**Consideration to Approve a Memorandum of Understanding with the San Fernando Police Civilians' Association and Adopt a Resolution Amending the Fiscal Year 2021-2022 Salary Plan**

Page 3 of 3

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**BUDGET IMPACT:**

The total annual net additional cost of the proposed MOU is outlined in the table below:

<b>Fiscal Year</b>	<b>General Fund Cost</b>	<b>Retirement Fund Savings</b>	<b>Net City Cost</b>
2021-2022 Additional Cost	\$60,600	(\$10,000)	\$50,600
2022-2023 Additional Cost	\$60,950	(\$8,300)	\$52,650
2023-2024 Additional Cost	\$43,000	(\$1,900)	\$41,100

Sufficient contingency funds have been included in the FY 2021-2022 Adopted Budget to cover the additional cost for this fiscal year. Future year costs will be included in the proposed budget.

**CONCLUSION:**

Staff believes the proposed MOU between the City and SFPCA represents a balanced agreement that provides fair compensation to SFPCA employees in exchange for concessions that will limit the City's long-term health care exposure, decrease pension costs through cost sharing with employees, and improves the City's long-term stability.

**ATTACHMENTS:**

- A. Contract No. 2039
- B. Resolution No. 8100

**MEMORANDUM OF  
UNDERSTANDING  
(MOU)**

**San Fernando  
Police Civilians' Association  
(SFPCA)**



**City of San Fernando  
(City)**

**MOU TERM**

July 1, 2021 – June 30, 2024

**CITY CONTRACT NO.**

2039

**ADOPTION DATE**

November 15, 2021

**MOU: SFPCA (2021 - 2024)****CONTRACT NO. 2039****TABLE OF CONTENTS**

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## **ARTICLE I - INTRODUCTION**

### **1.01 Preamble**

This “Memorandum of Understanding” (“MOU”) by and between, the San Fernando Police Civilians’ Association (“SFPCA”) and the City of San Fernando (“City”) has, as its purpose, the promotion of fair and harmonious relations, cooperation, and understanding between the “City” and SFPCA and the employees that it represents; the establishment of a fair, orderly, equitable, and peaceful procedure for the resolution of misunderstandings or differences which may arise under this MOU; and the establishment of wages, hours and terms and conditions of employment that affect the employees covered by this MOU.

### **1.02 Recognition**

Pursuant to the City’s Employer-Employee Relations Resolution and the Meyers-Milias-Brown Act (“MMBA”) Government Code (Section 3500 et. seq.), the City recognizes SFPCA as the exclusive representative of the full time employees in the Police Civilian bargaining unit (“PCU”).

### **1.03 Implementation Of The Memorandum Of Understanding (MOU)**

This MOU constitutes an agreement and joint recommendation ratification by the general membership of SFPCA, and approval and adoption by the City Council of the City of San Fernando.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, the effective date of that ordinance, rule, regulation, etc. will be the same as the effective date provided for in this MOU, unless otherwise specified to become effective at a different date.

Except as specifically provided herein, the parties do not waive their rights to meet and confer in good faith during the term of this MOU with respect to any other matters within the scope of the meet and confer process.

### **1.04 Pre-Emptive Law And Severability**

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws. If any Article, part of this MOU conflicts with or inconsistent with such laws, or is held invalid by operation of law, then that conflicting or invalid provision shall be of no force or effect, and the remainder of the MOU shall not be affected.

### **1.05 Duration Of The Memorandum Of Understanding**

This MOU shall be effective beginning at 12:00 a.m. on July 1, 2021, and shall continue thereafter for a period of three (3) years, and shall terminate at 11:59 p.m. on June 30, 2024.

Either party to this MOU wishing to negotiate a successor MOU shall endeavor to deliver to the other party by April of the final year of the MOU, a formal request to reopen negotiations, along with a list of negotiable working conditions proposed for meeting and conferring.

All of the current terms and conditions in the MOU shall remain in effect until either a successor agreement is reached between the parties, or the City implements its last, best and final offer following completion of any applicable impasse resolution procedures, or unless a specific expiration date is otherwise provided for in this MOU.

#### **1.06 Full Understanding**

SFPCA and the City agree that during the negotiations which resulted in this MOU, each party had the unlimited right and opportunity to make proposals with respect to any subject or matter within the scope of bargaining and that this MOU represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

#### **1.07 Prevailing Rights**

To the extent that they are not expressly or by necessary interpretation and application covered by the purpose, intent, and language of this MOU, all rights, privileges, obligations, and working conditions of employment within the scope of representation presently enjoyed by the employees within the unit shall remain in effect and be operative during the term of this MOU, unless eliminated, enlarged or otherwise modified after a meet and confer process to the extent that such procedures are required by Federal laws and the laws of the State of California.

#### **1.08 City Rights**

The City's rights include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the method, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers, and authority.

#### **1.09 Non-Discrimination**

The parties mutually reaffirm California state laws of nondiscrimination in the treatment of any unit member because of race, religious creed, color, sex, age, disability, sexual orientation, national origin or ancestry, medical conditions (cancer and genetic characteristics), marital

status, and as defined under the California Fair Employment and Housing Act (FEHA) and all other state and federal anti-discrimination laws.

### **1.10 SFPCA Rights**

#### **A. Bulletin Boards**

The City shall grant SFPCA reasonable access to work locations to post their bulletins as needed, for the purposes of notifying members of meetings, elections, events, and other relevant activities. Access shall be restricted so as not to interfere with the normal operations of the Departments or with established safety or security requirements.

#### **B. Use Of City Facilities**

With the approval of City Manager, the City agrees that SFPCA may use City facilities to conduct meetings provided that such use does not interfere with the City's normal business operations. The City shall provide space within City facilities for SFPCA to maintain its files. In exchange, SFPCA agrees to hold the City harmless and to indemnify the City against any claim, causes of action, or lawsuits arising out of SFPCA's use of such space. SFPCA further agrees to reimburse the City for any costs of repair to any building space or structure provided to it by the City under the terms of this MOU where such repairs result from the deliberate, malicious or negligent act of any of SFPCA-represented employees related to the use of such space.

#### **C. Unit Information**

Management will provide SFPCA, quarterly, the list of employees in alphabetical order, their employee numbers, class titles, and work location by department. They will also provide the employees home address unless the employee objects in writing, such written statement will be provided to the Union.

#### **D. Membership Meetings**

A total of one hour of City time will be provided every month for bargaining unit employees to attend membership meetings for the entire meeting time, which will not take the place of a unit member's lunch break.

#### **E. Payroll Deductions**

SFPCA has the right to payroll deduction of membership dues and insurance premiums for non-employer offered union benefits revocable upon written authorization by the affected employee in the form presently used. Such deductions shall be made monthly and forwarded to SFPCA. SFPCA agrees to hold the City harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of deduction of dues.



## **ARTICLE 2 INSURANCE BENEFITS**

### **2.01 Medical, Dental, And Vision Insurance For Active Employees**

**A.** The City contracts with the California Public Employees' Retirement System (CalPERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment. The City will contribute the Public Employee's Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as:

1. An enrolled employee and eligible dependents
2. An enrolled retiree and eligible dependents; and
3. A surviving annuitant.

The City provides all active employees with a full flex cafeteria plan in accordance with IRS Code Section 125. Unit employees shall receive a monthly flex dollar allowance to apply toward medical, dental and vision benefits offered through the City's insurance plans.

For 2021 and 2022, the monthly flex dollar allowances for employees purchasing benefits under the cafeteria plan, inclusive of the statutory PEMHCA minimum, are as follows:

	January 1, 2021	January 1, 2022
Employee only:	\$941.37	\$970.08
Employee + 1:	\$1,629.86	\$1,672.49
Family:	\$2,193.56	\$2,247.52

Beginning January 1, 2023, and each January 1 thereafter, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based on the average change from the prior year's monthly premium from CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 4.0%.

**B.** The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products.

**C.** Excess Flex Dollars After Selection of Benefits and Supplemental Products

1. Employees hired prior to July 1, 2018 who do not use the entire monthly flex dollar allowance will receive the unused balance, up to \$210 per month, as taxable income.
2. Employees hired on or after July 1, 2018 who do not use the entire monthly flex dollar allowance are ineligible to receive any unused flex dollar allowance amounts.

**D.** In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

**E. Opt Out**

Unit employees may elect to discontinue participation in the CalPERS Health Plan medical insurance coverage ("Opt Out"), subject to the provisions set forth below. The intent of this provision is to share premium savings that the City will receive as a result of a unit employee canceling City coverage.

1. Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California, and must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.
2. Employees receiving opt-out pay as of July 1, 2018, and who have continuously received it without interruption since then will receive opt-out pay as follows:
  - a. \$770 per month effective January 1, 2022 through December 31, 2022, or until they elect to enroll in City medical insurance, whichever is earlier.
  - b. \$740 per month effective January 1, 2023 through December 31, 2023, or until they elect to enroll in City medical insurance, whichever is earlier.
  - c. \$700 per month effective January 1, 2024 through June 30, 2024, or until they elect to enroll in City medical insurance, whichever is earlier.
3. For employees not receiving opt-out pay as of July 1, 2018 and/or who opted out after July 1, 2018, the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210/month) each month into Retiree Health Savings Account.
4. After electing to Opt Out, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.

5. For medical insurance plans, when a unit employee is the spouse of another benefited employee, the affected employees shall have the option of:
  - a. Receiving a flex dollar amount and selecting coverage as a single employee; or
  - b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.

## **2.02 Medical Insurance For Retirees**

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a three (3) tier structure for retiree medical insurance. The City will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

1. Retiree Medical Tier I: Employees retired on or before June 30, 2015:
  - a. If retired on or before December 31, 2012, 100% paid medical insurance premium for employees and eligible dependents.
  - b. If retired on or after January 1, 2013, 100% paid medical insurance premium for employee and eligible dependents, excluding PERS Care plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or before June 30, 2015 and retire on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance premium for whatever plan the employee selects for himself/herself and eligible dependents, except PERS Care plan, if the most expensive.

3. Retiree Medical Tier III: Employees hired on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum

## **2.03 Retiree Health Savings Account**

The City shall contribute \$50 per month into a Retiree Health Savings Account (RHSA) for all Retiree Medical Tier III employees.

The City shall also contribute a monthly amount into an RHSA for employees as follows:

1. For employees hired prior to July 1, 2018, the City will contribute \$210 per month into a RHSA if the employee was not receiving opt-out pay as of July 1, 2018 and/or choose to opt out after July 1, 2018.
2. For employees hired on or after July 1, 2018, the City will contribute an additional \$25 into an RHSA, regardless of whether they choose to opt out and an additional \$210 into an RHSA for those employees who opt out.

## **2.04 Life Insurance**

The City shall provide each unit member with a \$50,000 Basic Life and Accidental Death & Dismemberment insurance policy at no cost to the employee.

## **ARTICLE 3 – RETIREMENT BENEFITS**

### **3.01 Retirement Formula**

**A.** The City provides retirement benefits to eligible unit employees through CalPERS as set forth below. The definition of “new” member and “classic” member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

1. First Tier: “Classic” members hired prior to November 12, 2005 receive the 3% at 60, highest twelve consecutive months compensation retirement calculation, as per Government Code section 21354.3.
2. Second Tier: “Classic” members hired on or after November 12, 2005 receive the 2% at 55, of the highest twelve consecutive months compensation retirement calculation, as per Government Code section 20475.
3. Third Tier: “New” members hired on or after January 1, 2013 receive the 2% at 62, 36 consecutive months average compensation retirement calculation, as per Government Code sections 7522.20, 7522.30, and 7522.32.

**B.** The City also provides the following retirement benefits for SFPCA employees covered by this MOU:

1. Fourth Level of 1959 Survivor Benefits (Government Code § 21574).
2. Up to 5% Annual Cost-of-Living Allowance (COLA), as determined by CalPERS for unit employees hired on or before November 12, 2005; and up to 3% COLA, as determined by CalPERS for unit employees hired after November 12, 2005 (Government Code § 21335).
3. Credit for Unused Sick Leave for unit employees as per CalPERS guidelines (Government Code § 20965).

### **3.02 CalPERS Contributions**

#### **A. Employer Paid Members Contributions for Classic Members**

The City shall pay 8.0% of the member contribution for First Tier “classic” members and 7.0% of the member contribution for Second Tier “classic” members.

The City’s payments, above, shall be treated as a “pick up” of employee contributions pursuant to IRC 414(h)(2).

The City shall report the value of the Employer Paid Member Contribution (“EPMC”) to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

#### **B. PEPRA Member Contributions**

In accordance with PEPRA, “New” members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

#### **C. CalPERS Cost Sharing**

Classic Employees in the bargaining unit shall pay an additional pension contribution as cost sharing of the City’s contribution in accordance with Government Code section 20516(f) as follows:

##### **1. First Tier:**

- Effective on the first day of the pay period that includes September 1, 2021: Employee shall contribute an additional one percent (1%), for a total of seven percent 7% cost sharing of the City’s contribution, when added to the six percent (6%) cost sharing contribution already provided by First Tier Classic Employees.
- Effective on the first day of the pay period that includes July 1, 2022: Employee shall contribute an additional one percent (1%) for a total of eight percent (8%) cost sharing of the City’s contribution.

##### **2. Second Tier**

- Effective on the first day of the pay period that includes September 1, 2021 :: Employee shall contribute an additional one percent (1%) for a total of seven percent (7%) cost sharing of the City’s contribution, when added to the six percent (6%) cost sharing contribution already provided by Second Tier Classic Employees.

This cost-sharing provision will continue in effect beyond the term of this MOU, until otherwise negotiated by the parties.

**3.03 Military Buy Back**

The City contracts with CalPERS to implement Government Section 21024, Military Service Credit as Public Service, at no cost to the City for eligible employees.

**ARTICLE 4 – LEAVE BENEFITS****4.01 Vacation Leave**

Vacation leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

Unit members may, at the employee's discretion, carry over up to and including two years' worth of his/her current annual vacation allowance for use in the following year.

An employee who is denied vacation leave due to the Departments staffing issues, and who exceeds his/her maximum vacation accrual cap due to such denial, shall continue to accrue vacation time over and above the cap until such time as the department is able to allow sufficient vacation leave to bring the employee under the cap. This provision shall not apply if an employee first requests vacation leave within 24 hours or less of reaching his/her accrual cap.

The City shall provide for vacation leave accrual on a payroll-to-payroll basis as follows:

<u>Years of Service and Annual Accrual</u>	<u>Max. Accrual</u>
0 – 4 years of City service: 11 days (88 hours)	176 hours
5 – 10 years of City service: 16 days (128 hours)	256 hours
11 years of City service: 17 days (136 hours)	272 hours
12 years of City service: 18 days (144 hours)	288 hours
13 years of City service: 19 days (152 hours)	304 hours
14 years of City service: 20 days (160 hours)	320 hours
15 years of City service: 21 days (168 hours)	336 hours

**Vacation Cash Out**

Upon adoption of this MOU, unit members will have 30 days to make an irrevocable election to cash out up to 40 hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. The City shall pay the vacation cash out in the first non-payroll week in November 2022 to employees who irrevocably elected to cash out in the prior year, provided the employee has at least 80 hours remaining after the cash out.

#### **4.02 Holiday Leave**

Each unit employee shall be entitled to the following holidays with pay (8 hours per holiday):

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day
13. Floating Holiday

Floating holiday hours are credited each July 1 and must be used before June 30. Unused floating holiday hours are not carried forward.

Employees that work a 5/8 or 9/80 schedule and are required to work on a City recognized holiday shall receive holiday compensation at the rate of time and one-half (1.5) times their normal rate of pay in addition to pay for all hours worked.

Employees that work a modified 3/12 work week shall accrue 104 hours of Holiday leave per year, with 52 hours credited each January 1<sup>st</sup> and an additional 52 hours credited each July 1<sup>st</sup>. Employees on the 3/12 work week shall schedule holiday leave in accordance with Police Departmental procedures.

Employees on the 3/12 work week will only be permitted to carry over 104 hours of accrued but unused Holiday leave from one calendar year to the next. Employees on the 3/12 work week who, as of January 1<sup>st</sup>, have not lowered their accrued Holiday leave to 104 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 104-hour cap. At that time, the employee will receive his/her full 52-hour allotment for that half year. Upon employee's separation from the City, any unused Holiday leave shall be compensated at his/her regular rate of pay.

#### **4.03 Sick Leave**

Sick leave shall be accrued, allowed, and credited as follows:

1. Full time employees accrue sick leave at the rate of 8 hours per month. Employees are eligible to use sick leave once it has been accrued.
2. Any employee eligible for sick leave may use such leave for the following reasons:
  - a. Medical and dental office appointments during work hours when authorized by the immediate supervisor; and/or
  - b. Personal illness or physical incapacity resulting from causes beyond the employee's control, including, but not limited to pregnancy, childbirth, and other medically-related conditions; and/or
  - c. For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).
  - d. Sick leave shall be considered as "actual time worked" for purposes of calculating overtime premium pay.
  - e. In accordance with the California Family Sick Leave and Paid Sick Leave Acts, an employee is allowed up to 48 hours of family leave per calendar year for family-related illness or injury, which shall be charged against the employee's accumulated sick leave. "Family" as used in this subsection is limited to any relation by blood, marriage, or adoption who is a member of the employee's household (under the same roof); and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, sibling, grandchild, or grandparent of the employee, regardless of residence.
    - i. As used in this subsection, the term "child" includes any biological or adopted child, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis (regardless of age or dependency status).
    - ii. As used in this subsection, the term "parent" includes any biological or adoptive parent, foster parent, stepparent, legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.
3. The City may request a doctor's note after the third (3<sup>rd</sup>) day of illness.
4. Employees shall be allowed to accumulate sick leave to a maximum accrual of 800 hours. All time accrued in excess of 800 hours shall be paid at the end of the calendar year, at the rate of 35% of the amount in excess of 800 hours at the employee's regular rate of pay.
5. The City shall allow any employee upon retiring by reason of reaching retirement age under CalPERS to be paid at the employee's then prevailing rate of pay, one half (1/2)



of accumulated and unused sick leave time (total of employee's "sick leave bank" plus the accumulated sick leave for the current year) not to exceed a maximum of the employee's one (1) month pay.

#### **4.04 Bereavement Leave**

The City shall authorize unit members to utilize up to three (3) days City-paid bereavement leave following the death of an immediate family member and one (1) City-paid day following the death of an extended family member.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, sibling (including step or half), child, spouse or registered domestic partner as permitted by California law, or any person living in the employee's household. Proof of residence may be required. "Parent" shall mean biological, foster or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted or foster child, stepchild, legal ward or a child of an employee who has parental rights. Extended family shall include aunts, uncles, cousins, godparents or godparent equivalent.

The Department Head may authorize additional days of leave for bereavement purposes on a case-by-case basis. The unit member may utilize accrued sick leave or vacation time during the bereavement period for additional time off if needed.

#### **4.05 Catastrophic Leave Donation Program**

Unit employees will be eligible for catastrophic leave donations pursuant to the City's Catastrophic Leave Donation Policy.

#### **4.06 Time Off For Promotional Tests Or Interviews**

Employees shall be required to utilize their own time (e.g., unused Vacation, Holiday, or Compensatory time) for purposes of taking tests or participating in interviews within or outside the City. Procedure for such time off shall be consistent with existing City policy.

### **ARTICLE 5 – COMPENSATION**

#### **5.01 Salary**

The base salary for each represented unit classification shall be adjusted as follows:

- Effective the first day of the pay period that includes September 1, 2021, the base salary for each represented unit classification shall be increased by four percent (4%), with Classic CalPERS members picking up an additional one percent (1%) of the City's contribution to CalPERS, as noted in Article 3, section 3.02 (3) above, for a total pickup of seven percent (7%) of the City's contribution.

- Effective the first day of the pay period that includes July 1, 2022, the base salary for each represented unit classification shall be increased by four percent (4%), with Classic First Tier CalPERS members picking up an additional one percent (1%) of the City's contribution to CalPERS, as noted in Article 3, section 3.02(3) above, for a total pickup of eight percent (8%) of the City's contribution.
- Effective the first day of the pay period that includes July 1, 2023, the base salary for each represented unit classification shall be increased by three percent (3%).

## **5.02 Definitions**

As used in this MOU, "Base salary" means the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pay, and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act (FLSA).

## **5.03 Calculation Of Benefits**

If applicable, benefits that are a percentage of base salary will be applied to the employee's base salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

# **ARTICLE 6 – WORK SCHEDULE**

## **6.01 Modified Work Schedule**

The City shall include both the 3/12 and 9/80 work schedules as permanent items in the MOU. City Hall business hours are as follows: 7:30 a.m. – 5:30 p.m. (Monday – Thursday), and 8:00 a.m. – 5:00 p.m. (every Friday). Employees working the 9/80 work schedule shall have the option of either A or B schedule with either opposite Mondays or Fridays off. However, employees assigned to work at City Hall shall work the schedule consistent with City Hall schedule above. The City shall provide at least 30 days prior notification in the event it proposes to change the compressed workweek schedule.

A Police Desk Officer that works a twelve-hour shift will have the option to combine his/her three (3) fifteen (15) minute rest breaks, and a thirty (30) minute lunch break into one (1) hour and fifteen (15) minute lunch break within the first five and one-half (5 1/2) hours from the beginning of their work shift, or when operationally feasible. If a Police Desk Officer works an eight (8) hour day, he/she is entitled to only two (2) fifteen (15) minute breaks, plus a thirty (30) minute lunch break

The City shall endeavor to provide bargaining unit employees with at least seven and one-half (7.5) hours of rest between work shifts as stated in the San Fernando Police Department's policies and procedures. At times, a unit employee may be asked to work beyond their normal scheduled

working hours to cover another unit employee's work shift (due to sick callout, emergency incident, etc.). When this occurs, the unit member may not receive the seven and one-half (7.5) hour rest time between work shifts. The on-duty supervisor will make every attempt to find another unit member (provided they have been properly trained for a particular job classification) to cover the work shift prior to requiring the on-duty bargaining unit member to work additional hours. The purpose of this provision is to avoid exceeding eighteen (18) consecutive work hours for any bargaining unit member.

#### **6.02 Shift Selection/Time Off Selection**

Employees that work rotating shifts shall bid time off vacation requests, time-off holiday requests and time off compensatory requests by seniority, according to their date of hire into that particular job classification in his/her department.

Employees that work rotating shifts shall bid for shift selection on a rotating basis from top to bottom annually (calendar year). Probationary employees shall not be part of the bidding process until they have passed the probationary period.

Block requests of forty-four (44) hours (vacation, holiday, compensatory, etc.) shall take precedence over shorter time off requests, regardless of seniority. If multiple unit employees request the forty four (44) hour threshold for the same time frame, then priority resorts back to seniority.

If a bargaining unit member requests time off, then wants to rescind his/her request, he/she must do so at least two calendar weeks (14 days) prior to their original requested time off. If the bargaining unit member does not give two calendar weeks' notice when rescinding a time-off request, he/she will be required to take the original requested time off. If a bargaining unit member has no time in his/her respective time banks, they will be required to take time off without pay. The only exception is a catastrophic incident, such as a death in the family or illness. The unit employee may be asked to provide proof of a catastrophic incident.

#### **6.02 Notification of Shift Change**

When the City finds it necessary to change an employee's regular shift, the City shall provide the employee with at least fourteen (14) calendars days' notice prior to its effective date. For purposes of this section, notice shall be deemed given if sent to the employee by email, or if the employee is orally advised by his/her supervisor, or if written notice is mailed to the employee's last address of record.

### **ARTICLE 7 – WORKERS' COMPENSATION**

#### **7.01 Workers' Compensation**

In those instances when an employee experiences an injury that is recognized as job-related by

the City or the Workers' Compensation Appeals Board, and the employee is absent from work because of the injury, the employee shall receive full pay for the first ten (10) working days of disability without charge against accumulated sick leave. Thereafter, the injured employee shall have the following options:

1. Remain on full pay with time charged against accumulated earned leave (sick leave/vacation). The injured employee shall remit his/her worker's compensation check to the City, and the City shall then credit back appropriated leave time in relation to the amount of the check. Upon using all accumulated leave time, the injured employee shall retain the disability time off. Employees may choose to only use sick leave and not vacation under this provision; or
2. Accept the workers' compensation check as compensation during the period of disability with no time charged against accumulated earned leave time.

The City agrees to continue full payment of all insurance premiums for the duration of any job-related injury or illness at the same level as the employee had prior to his/her injury regardless of whether or not the employee is on payroll.

In accordance with CalPERS stipulations, as soon as it is believed that a unit employee is unable to perform his/her job because of an illness or injury which is expected to be permanent or last longer than six months, the employee may request that the City accommodate/transfer him/her to a less demanding vacant position. Should there not be a vacant position available, the City shall have the option to submit an application for disability retirement on the employee's behalf, provided that the employee has attained five or more years of service.

However, nothing in this provision, takes away the employee's option to waive the right to retire for disability and/or elect to resign and withdraw his/her share of retirement contributions. If the employee has attained normal service retirement eligibility, he/she shall have the right to elect service retirement as provided in Government Code Section 20731. The injury or disease causing the incapacity or disability need not be job-related.

## **7.02 Modified Duty Work**

The City will provide temporary modified duty work, if available, as a reasonable accommodation to employees who have sustained a work-related injury or illness. In providing such temporary modified duty work, the City shall comply with all applicable provisions of the law.

## **ARTICLE 8 – UNIFORM/EQUIPMENT ALLOWANCE**

### **8.01 Uniform/Equipment Allowance**

**A.** The City shall provide uniforms and/or equipment, as well as provide allowances as follows:

1. Except for the Community Preservation Officer, unit members will receive two (2) complete sets of uniforms at time of hire, with two (2) replacements each year, an initial issue of one outdoor jacket with biennial (i.e., every even-numbered year) replacements, and an annual uniform allowance of \$300 per year. Clerical staff also receive one casual polo shirt. The Community Preservation Officer will receive five replacement polo shirts per year, and one outdoor jacket with biennial replacements.
2. Boots/Shoes: Employees who are required to wear certain shoes/boots for their position will receive up to \$100 per fiscal year to purchase work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.

**B.** Uniforms shall consist of:

1. Clerical –Shirt/Casual Polo, skirt, or pants, blazer, and vest
2. Police Desk Officer –Shirt, skirt or pants, name tag, tie, tie bar, and belt
3. Community Service Officer – Pants, shirt, jacket, and belt and name tag.
4. Community Preservation Officer – Polo shirt, and jacket.

Uniform/Equipment Allowance shall be paid by separate payroll check semi-annually in the first full non-payroll week after November 15<sup>th</sup> and May 15<sup>th</sup>. Worn uniforms may be replaced by the City subject to the Department Head's approval. All worn uniforms must be turned in upon being replaced.

### **8.02 Rain Gear**

The City shall provide rain gear to employees assigned to work in the rain.

## **ARTICLE 9 – OVERTIME & OTHER COMPENSATION**

### **9.01 Overtime Issues and Language**

Non-exempt employees who work under the regular 8 a.m.–5 p.m., Monday – Friday schedule must be paid overtime or compensatory time off (CTO) granted at the employee's request as defined in Article 9, section 9.02 for all hours worked over forty (40) hours in a seven (7) day work period.

Non-exempt employees that work a 9/80 or other flex work schedule shall have designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off (CTO) at the Employee's request as defined in Article 9, section 9.02. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, non-sworn employees will be based upon actual hours worked.

Overtime will be equitably distributed amongst qualified employees on a rotational basis. Overtime worked cannot interfere with an employee's assigned work schedule, which would allow seven and one-half (7.5) hours between assigned work shifts (e.g., an employee cannot work a twelve-hour shift followed by an overtime shift of more than four hours; and then work his/her assigned shift consecutively as this would leave less than seven and one-half hours of rest time between assigned work shifts).

Overtime offered to bargaining unit employees shall be posted to give bargaining unit members ample time to sign up for the overtime. A senior bargaining unit member may bump a junior bargaining unit member, as long as it does not interfere with the senior bargaining unit member's assigned work shift schedule. If a bargaining unit member calls out sick, overtime (if needed to cover the shift) will be offered on a seniority basis to cover the employee that has called out for his/her work shift (as long as overtime does not interfere with a bargaining unit member's assigned shifts).

### **9.02 Compensatory Time Off (CTO)**

The maximum number of CTO hours any non-exempt, non-sworn employee may accrue is 100 hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the Department Head's approval. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the department's operations or impose an unreasonable burden on the department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

### **9.03 Call Back**

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated as follows:

1. When the employee is required to physically report for duty, the employee shall receive 1.5 times his/her regular rate of pay for the actual time worked, with a minimum of three (3) hours compensation for any such "callback."
2. When the employee is required to perform work by phone or computer, the employee shall receive 1.5 times his/her regular rate of pay for the actual time worked, with a minimum of one hour. Telephone calls/computer/emails under 15 minutes per day shall be deemed *de minimus* and employees shall receive no call back or other compensation for such work.

#### **9.04 Working Out Of Class**

An employee assigned by his or her Department Head, with City Manager approval, to perform duties outside of his or her job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary. This five percent working out of class pay shall continue until such time that the Department Head determines that the duties are no longer necessary or the position is reclassified. This provision will not apply to an employee temporarily assigned to fill a vacant higher-level classification, which shall be governed by Section 9.05 (Acting Out of Class) of this MOU.

#### **9.05 Acting Out Of Class**

An employee assigned by his or her Department Head, with City Manager approval, to perform the duties of a higher level classification due to vacancy or prolonged absence in that higher level classification (e.g. vacation or other leave of absence) shall be paid as follows:

1. Effective on the fifth consecutive business day of assignment in that higher-level classification, five percent (5%) higher than their current base salary, retroactive to the first day of the assignment.
2. If that assignment lasts longer than ten (10) consecutive work days, then the employee shall be paid at Step A of the higher classification or five percent (5%) higher than their current base salary, whichever is greater, effective after the tenth consecutive business day of working in that higher level assignment.

In the event the employee is promoted to the higher-level position, and has completed at least six (6) consecutive months in the higher-level position to which they were promoted, and has received a satisfactory evaluation within 30 days prior to their promotion, the probation period shall be waived. All consecutive time worked of more than six consecutive months in that higher-level position shall be considered time served in the position for seniority as it relates to bumping rights.

No employee shall be assigned to an acting out of class assignment for more than 960 hours.

The City shall ensure that anyone assigned to act in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

#### **9.06 Longevity**

Employees hired by the City on or before June 30, 2018 are eligible for Longevity pay under the following terms:

1. Unit employees who have, from date of hire, completed 10 years of continuous service with the City will receive an additional three percent (3%) above the base salary step.
2. Unit employees who have, from date of hire, completed 20 years of continuous service with the City will receive an additional one percent (1%) above the previous first longevity step, for a total of four percent (4%) above their base salary step.
3. Unit employees who have, from date of hire, completed 30 years of continuous service with the City will receive an additional one percent (1%) above the previous second longevity step, for a total of five percent (5%) above their base salary step.

An employee on leave of absence without pay, or any form of leave without pay, with the exception of the federal or state medical leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

Employees whose original or rehire date is after July 1, 2018 are ineligible for Longevity Pay.

#### **9.07 Bilingual Pay**

The City shall provide Bilingual Pay in the amount of \$100.00 per month to those unit employees that satisfy the following conditions:

1. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language based on a written and/or oral testing procedure selected by the City with such testing to be conducted every five years; and
2. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

Written Translation of City Materials: Employees who otherwise qualify for a bilingual bonus under subsection A and B above, shall receive an additional \$25 per month bilingual bonus when asked to translate City materials to Spanish for official publication.



**9.08 Court Appearance Pay**

Any bargaining unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1.5) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

**9.09 Certification Pays**

Employees who possess any of the certificates listed below prior to September 1, 2021 shall receive the commensurate certification pay effective the first day of the pay period that includes September 1, 2021. For employees who earned any of the certificates listed below, they will be eligible for such pay effective the first day of the pay period following the date they submit proof of the newly acquired certificate to the Personnel Division.

**1. POST Certification**

- a. Intermediate POST: Employees who hold an Intermediate POST certificate shall receive an additional 2.5% above their base salary step.
- b. Advanced POST: Employees who hold an Advanced POST certificate shall receive an additional 2.5% above their base salary step.
- c. Supervisory POST: Employees who hold a Supervisory POST certificate shall receive an additional 2.5% above their base salary step.

**2. CPR/First Aid/AED Trainer: Employees who hold a CPR/First Aid/AED Trainer certificate from the American Red Cross shall receive an additional 5% above their base salary step.****3. CACEO: Employees who hold certification as a Certified Code Enforcement Officer through the California Association of Code Enforcement Officers shall receive an additional 5% above their base salary step.****4. IAAP: Employees who hold certification as a Certified Administrative Professional from the International Association of Administrative Professionals shall receive an additional 5% above their base salary step.****5. IAPE: Employees who hold certification as a Certified Property and Evidence Specialist from the International Association for Property and Evidence shall receive an additional 5% above their base salary step.****6. CLETS: Employees who hold certification as a Certified CLETS Trainer from the California Department of Justice shall receive an additional 5% above their base salary step.****7. ATSSA: Employees who hold certification as a Certified Traffic Control Technician from the American Traffic Safety Services Association shall receive an additional 5% above their base salary step.**

8. NENA: Employees who hold certification as a Certified Emergency Number Professional from the National Emergency Number Association shall receive an additional 5% above their base salary step.
9. Building Inspector Pay: An employee assigned to serve as Community Preservation and Building Inspector shall receive ten percent (10%) above base Community Preservation Officer pay. To serve as Community Preservation and Building Inspector, the employee must hold at least one valid certification as either a Residential Building Inspector or Commercial Building Inspector issued by the International Code Council (ICC) at the time of assignment. Possession of both ICC certificates as a Residential Building Inspector and as a Commercial Building Inspector are a condition of continued assignment within 18 months of the assignment.

#### **9.10 Lead Desk Officer Assignment Pay**

Employees assigned to serve in the at-will assignment as Lead Desk Officer shall receive an additional 5% above their base salary step. If, in addition to serving in the at-will assignment as Lead Desk Officer, the employee is also responsible for training new and existing Desk Officers, or training sworn police employees with Desk Officer duties, the Lead Desk Officer shall receive a further additional five percent (5%) above their base pay for actual hours spent conducting the training.

The City shall report the Lead Desk Officer Assignment pay to CalPERS as special compensation under Government Code sections 7522.04(f)(3) and 20636.

#### **9.11 Desk Officer Trainer Pay**

An employee assigned to serve as Desk Officer Trainer for purposes of training new and existing Desk Officers, or training sworn police employees with Desk Officer duties, shall receive an additional five percent (5%) increase in base pay for actual hours spent conducting the training. Training hours shall be documented on the employee's timesheet and included on the department payroll summary report. Training hours will be paid on a per pay period basis.

The City shall report the Desk Officer Trainer pay to CalPERS as special compensation under Government Code sections 7522.04(f)(3) and 20636.

### **ARTICLE 10 – REIMBURSEMENTS**

#### **10.01 Tuition Reimbursement**

The City shall reimburse unit member's tuition for approved courses to a maximum of \$3,000 per fiscal year. Department Heads and employees should make every effort to submit accurate requests for tuition reimbursement during the annual budget process.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "C" Grade and commit to continued service to the City for the equivalent of the school units, not to exceed two (2) years.

Employees enrolled in an approved tuition reimbursement program may charge mileage beyond ten (10) miles against tuition reimbursement at the current IRS rate.

#### **10.02      Mileage Reimbursement**

Employees who are required by the City to use their private vehicles on City business (i.e. training) shall be reimbursed for mileage at the prevailing IRS rate.

### **ARTICLE 11– NEPOTISM**

#### **11.01   Nepotism**

The City shall implement and enforce a policy prohibiting nepotism as defined below:

1. No person shall be appointed, promoted or hired into a position in the same department when that person's relative already holds a position in the same department, and such employment would result in a direct supervisor-subordinate relationship.
2. A direct supervisor-subordinate relationship is one in which one person is responsible for the day-to-day supervision and control of the other person, or is in their direct chain of command. Collateral assignments and occasional, overtime or temporary assignments are not considered to violate this policy.
3. For purposes of this section, "relative" means spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
4. If a supervisor and subordinate in the same department marry, the department reserves the right to transfer the employee with the least City seniority to another assignment within the department that is consistent with this policy, without loss of pay. If no such assignment exists in the department that will remedy this supervisor-subordinate relationship, the employee with least seniority may be transferred to another department. If no such transfer is possible, that employee may be separated from service.

### **ARTICLE 12 – GRIEVANCE**

#### **12.01 GRIEVANCE PROCEDURES**

Grievances shall be processed in accordance with the City's Personnel Policies.

**ARTICLE 13 – MISCELLANEOUS**

**13.01 Layoffs/Seniority/Re-Employment Lists/Call Back/Transfers In Lieu Of Layoff**

The City agrees that during the term of this MOU, no employee shall be laid off or furloughed, as a result of the contracting out of unit work.

**A. Layoffs**

Whenever the City Council determines that employees are to be laid off due to curtailment of work, reorganization, lack of funds, or because the necessity for a position no longer exists, the City shall meet and confer over impacts prior to the layoffs with SFPCA. Such impacts may include, but not be limited to, job placement assistance, and severance compensation subject to the meet and confer process.

The City Council may authorize the City Manager to layoff or transfer or demote in lieu of layoff. The City Manager shall notify those employees to be laid off at least ten (10) working days prior to the effective date of any such layoff. If less than ten (10) working days' notice is given, City shall pay commensurate pay up to ten (10) day total.

**B. Seniority**

Layoff shall be by seniority. Seniority for purpose of layoff shall be determined by the date of original appointment to the classification that is identified for layoff. The seniority list shall include all permanent employees. When seniority is equal, the employee with the earliest hire time (original appointment in department to non-sworn position for Police) shall be determined to have the most seniority.

All temporary and provisional employees in the classification involved shall be separated prior to probationary or permanent employees.

Any employee scheduled for layoff shall have the right to bump within a classification (should the job classification change, the employee will be able to use the new/current comparable classification to bump) in which he/she formally held. Seniority in this instance would be time served in this classification and time in higher classification.

Permanent employees shall be laid off in the reverse order of seniority.

**C. Re-Employment Lists/Call Back**

Upon submission of the approved form to the Personnel Manager, employees laid off or demoted in lieu of layoff or transfer in lieu of layoff shall have their names placed on a re-employment list for their former class. The name of any employee on a reemployment list shall be ranked in order of the effective date of the layoff or demotion in lieu of layoff. A laid-off employee re-appointed from a re-employment list shall be considered as having been on leave of absence without pay

during the period of layoff. The names of employees on the re-employment list shall be retained for the term of the MOU. If a vacancy is filled from a re-employment list, the appointee shall be the individual whose name appears in the first position on such list.

**D. Transfer in Lieu of Layoff**

Transfers, including lateral, will be by seniority within a classification. The City shall request volunteers first and if there are no volunteers, the employee with the least seniority will be automatically transferred.

The transfer will be held in abeyance and posted in the Personnel Division and respective department for five (5) workdays to allow for volunteers to apply.

Should the position that the employee was transferred from becomes available, the employee who volunteered or was transferred due to his/her seniority shall be offered the available position or shift and will have the right of first refusal.

**13.02 Safe And Respectful Workplace For All City Workers**

The City shall agree to update applicable policies to ensure a safe and respectful workplace for all workers. The City also affirms its respect for its worker and shall not condone any unfair treatment of any employee. The City shall update all policies once a year and provide the changes to the Union if and when updated.

**13.03 Joint Labor/Management Committee (JLMC)**

The City and SFPCA agree to establish a Joint Labor-Management committee to consult on issues of mutual concern, including, but not limited to, safety issues. The committee shall be limited to a total of six (6) members unless the parties mutually agree otherwise. Three (3) members shall be appointed by the City and three (3) shall be appointed by SFPCA.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings. The Committee will make recommendations to the Council for implementation once the Council concurs, with its recommendation.

The City and the Union agree to meet and confer through the Joint Labor Management Committee, which will meet on a monthly basis, or as needed, regarding the City Personnel Rules, Regulations and Policies including Departmental Rules, Regulations and Policies, provided such rules, regulations and policies are within the scope of representation.

Scheduling of the Joint Labor Management Committee will be achieved by the parties mutually agreeing to the date, time and location.

The Committee will meet on City work time.

**13.04 Do No Harm**

The City agrees that no member of the bargaining unit shall have his or her wages or salary or any other compensation negatively affected by the implementation of the results of the classification study.

**13.05 Privatization**

The City agrees to meet and confer on the impact of any decision to privatize bargaining unit work that may result in the elimination of an employee's position.

**13.06 Employee Assistance Program**

The City will maintain the privacy provisions of the Employee Assistance Program (EAP). Employees may visit a City-designated EAP Specialist without having to go through the Personnel Division.

**13.07 Job Descriptions**

Each employee will be provided with a copy of his/her job description. The duties and responsibilities of each position shall be consistent with the specifications for the job.

For the purposes of this MOU, "classification" shall mean an individual employee's job classification, or an individual employee's job description, or the classifications or job descriptions of a group of employees who share the same classification or job description.

**13.08 Other**

The parties agree to meet as soon as reasonably possible, but no later than February 28, 2022 to discuss whether the Records Administrator position should be reclassified to a management position.

The parties agree to meet as soon as reasonably possible, but no later than February 28, 2022 to discuss additional parking meter collection responsibilities for the Community Service Officer position.

**(SIGNATURE PAGE TO FOLLOW)**

---

**CITY OF SAN FERNANDO**

**SAN FERNANDO POLICE CIVILIANS'  
ASSOCIATION (SFPCA)**

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

By: \_\_\_\_\_  
, President

By: \_\_\_\_\_  
Sylvia Ortega, Vice-President

By: \_\_\_\_\_  
Michael Okafor, Personnel Manager

By: \_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, Treasurer

## RESOLUTION NO. 8100

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

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

**SECTION 1:** That that portion of Section 1 of Resolution 8070, adopted June 21, 2021, as amended, be further amended by **deleting** the following, "Schedule GPD" on page 2, effective the first day of the first full pay period that includes September 1, 2021:

SCHEDULE GPD FOR GENERAL EMPLOYEES (POLICE DEPARTMENT- SFPCA)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
74	3685	3886	4099	4327	4562
77	3855	4067	4290	4524	4772
83	4187	4416	4660	4915	5185
88	4452	4695	4953	5225	5513
92	4706	4963	5234	5521	5823
94	4829	5076	5349	5635	5934
107	5963	6290	6636	6999	7383

**SECTION 2:** That effective the first day of the first full pay period that includes September 1, 2021, that that portion of Section 1 of Resolution 8070, adopted June 21, 2021, as amended, be further amended by **deleting** the following, "Schedule HFE" on page 4.

SCHEDULE HFE FOR PART-TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT (SFPEBU)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
100	21.26	22.42	23.65	24.96	26.32
104	22.24	23.46	24.75	26.10	27.53
122	27.15	28.63	30.20	31.85	33.59



**SECTION 3:** That that portion of Sub-section A of Section 2 of Resolution 8070, adopted June 21, 2021, as amended, be further amended by **deleting** the following on pages 6 and 7, effective the first day of the first full pay period that includes September 1, 2021:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Community Preservation Officer	92GPD	4706	4963	5234	5521	5823
Community Service Officer	77GPD	3855	4067	4290	4524	4772
Police Desk Officer	94GPD	4829	5076	5349	5635	5934
Police Executive Assistant	88GPD	4452	4695	4953	5225	5513
Police Records Administrator	107GPD	5963	6290	6636	6999	7383
Police Records Specialist	74GPD	3685	3886	4099	4327	4562
Property Control Officer	83GPD	4187	4416	4660	4915	5185

**SECTION 4:** That that portion of Sub-section B of Section 2 of Resolution 8070, adopted June 21, 2021, as amended, be further amended by **deleting** the following on pages 8 and 9, effective the first day of the first full pay period that includes September 1, 2021:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Community Preservation Officer	122HFE	27.15	28.63	30.20	31.85	33.59
Community Service Officer	104 HFE	22.24	23.46	24.75	26.10	27.53
Police Records Specialist	100 HFE	21.26	22.42	23.65	24.96	26.32

**SECTION 5:** That that portion of Section 1 of Resolution 8070, adopted June 21, 2021, as amended, be further amended by **adding** the following to page 2, effective the first day of the first full pay period that includes September 1, 2021:

SCHEDULE GPD					
FOR					
GENERAL EMPLOYEES (POLICE DEPARTMENT – SFPCA)					
<u>SALARY RANGE NUMBER</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
74	3832	4041	4263	4500	4744

SCHEDULE GPD					
FOR					
GENERAL EMPLOYEES (POLICE DEPARTMENT – SFPCA)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
77	4009	4230	4462	4705	4963
83	4354	4593	4846	5112	5392
88	4630	4883	5151	5434	5734
92	4894	5162	5443	5742	6056
94	5022	5279	5563	5860	6171
107	6202	6542	6901	7279	7678

**SECTION 6:** That effective the first day of the first full pay period that includes September 1, 2021, that that portion of Section 1 of Resolution 8070, adopted June 21, 2021, as amended, be further amended by **adding** the following, “Schedule HFE” to page 4.

SCHEDULE HFE					
FOR					
PART-TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT (SFPCA)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
100	22.11	23.31	24.59	25.96	27.37
104	23.13	24.40	25.74	27.14	28.63
122	28.23	29.78	31.40	33.13	37.94

**SECTION 7:** That that portion of Sub-section A of Section 2 of Resolution 8070, adopted, June 21, 2021, as amended, be further amended by **adding** the following to pages 6 and 7, effective the first day of full pay period that includes September 1, 2021:

CLASSIFICATION	SCHEDULE	SALARY RANGE NUMBER/ STEP				
		STEP A	STEP B	STEP C	STEP D	STEP E
Community Preservation Officer	92GPD	4894	5162	5443	5742	6056
Community Service Officer	77 GPD	4009	4230	4462	4705	4963
Police Desk Officer	94 GPD	5022	5279	5563	5860	6171
Police Executive Assistant	88 GPD	4630	4883	5151	5434	5734
Police Records Administrator	107 GPD	6202	6542	6901	7279	7678

	SALARY RANGE NUMBER/ <u>SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
<u>CLASSIFICATION</u>						
Police Records Specialist	74 GPD	3832	4041	4263	4500	4744
Property Control Officer	83 GPD	4354	4593	4846	5112	5392

**SECTION 8:** That that portion of Sub-section A of Section 2 of Resolution 8070, adopted, June 21, 2021, as amended, be further amended by **adding** the following to pages 8 and 9, effective the first day of full pay period that includes September 1, 2021:

	SALARY RANGE NUMBER/ <u>SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
<u>CLASSIFICATION</u>						
Community Preservation Officer	122HFE	28.23	29.78	31.40	33.13	34.94
Community Service Officer	104HFE	23.13	24.40	25.74	27.14	28.63
Police Records Specialist	100HFE	22.11	23.31	24.59	25.96	27.37

**SECTION 9:** That that portion of Sub-section B of Section 3(B) of Resolution 8070, adopted June 21, 2021, as amended, be further amended by deleting Item Nos. 1 (Salary) thru 12 (Other Benefits) on pages 18 thru 23, and replacing them with the following:

**(1) SALARY**

The salaries shown for SFPCA unit employees reflect stipulations from the current MOU (Contract No. 2039), and include a 4.0% Cost of Living Adjustment (COLA) for Fiscal Year 2021-2022. This shall be effective the first day of the first full pay period that includes September 1, 2021, with classic CalPERS employees picking up 1.0% of the City's CalPERS contributions.

If applicable, benefits that are a percentage of base salary shall be applied to the employee's base salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

**(2) LONGEVITY PAY**

Employees hired by the City on or before June 30, 2018 are eligible for Longevity pay under the following terms:

- A. Unit employees who have, from date of hire, completed 10 years of continuous service with the City, will receive an additional three percent (3%) above the base salary step.

- B. Unit employees who have, from date of hire, completed 20 years of continuous service with the City, will receive an additional one percent (1%) above the previous first longevity step, for a total of four percent (4%) above their base salary step.
- C. Unit employees who have, from date of hire, completed 30 years of continuous service with the City, will receive an additional one percent (1%) above the previous second longevity step, for a total of five percent (5%) above their base salary step.
- D. An employee on leave of absence without pay, or any form of leave without pay, with the exception of the federal or state medical leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.
- E. Employees whose original or rehire date is after July 1, 2018 are ineligible for Longevity Pay.

**(3) BILINGUAL PAY**

The City shall provide Bilingual Pay in the amount of \$100.00 per month to those unit employees that satisfy the following conditions:

- A. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language based on a written and/or oral testing procedure selected by the City with such testing to be conducted every five years; and
- B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

Written Translation of City Materials: Employees who otherwise qualify for a bilingual bonus under subsections A and B above, shall receive an additional \$25 per month bilingual bonus when asked to translate City materials to Spanish for official publication.

**(4) COURT APPEARANCE PAY**

Any bargaining unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1.5) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

**(5) CERTIFICATION PAYS**

Employees who possess any of the certificates listed below prior to September 1, 2021 shall receive the commensurate certification pay effective the first day of the pay period that includes September 1, 2021. For employees who earned any of the certificates listed

below after September 1, 2021, they will be eligible for such pay effective the first day of the pay period following the date they submit proof of the newly acquired certificate to the Personnel Division.

A. POST Certification

- i. Intermediate POST: Employees who hold an Intermediate POST certificate shall receive an additional 2.5% above their base salary step.
- ii. Advanced POST: Employees who hold an Advanced POST certificate shall receive an additional 2.5% above their base salary step.
- iii. Supervisory POST: Employees who hold a Supervisory POST certificate shall receive an additional 2.5% above their base salary step.

B. CPR/First Aid/AED Trainer: Employees who hold a CPR/First Aid/AED Trainer certificate from the American Red Cross shall receive an additional 5% above their base salary step.

C. CACEO: Employees who hold certification as a Certified Code Enforcement Officer through the California Association of Code Enforcement Officers shall receive an additional 5% above their base salary step.

D. IAAP: Employees who hold certification as a Certified Administrative Professional from the International Association of Administrative Professionals shall receive an additional 5% above their base salary step.

E. IAPE: Employees who hold certification as a Certified Property and Evidence Specialist from the International Association for Property and Evidence shall receive an additional 5% above their base salary step.

F. CLETS: Employees who hold certification as a Certified CLETS Trainer from the California Department of Justice shall receive an additional 5% above their base salary step.

G. ATSSA: Employees who hold certification as a Certified Traffic Control Technician from the American Traffic Safety Services Association shall receive an additional 5% above their base salary step.

H. NENA: Employees who hold certification as a Certified Emergency Number Professional from the National Emergency Number Association shall receive an additional 5% above their base salary step.

I. BUILDING INSPECTOR PAY: An employee assigned to serve as a Community Preservation and Building Inspector shall receive ten percent (10%) above base Community Preservation Officer pay. To serve as Community Preservation and Building Inspector, the employee must hold at least one valid certification as either a

Residential Building Inspector or Commercial Building Inspector issued by the International Code Council (ICC) at the time of assignment. Possession of both ICC certificates as a Residential Building Inspector and as a Commercial Building Inspector are a condition of continued assignment within 18 months of the assignment.

**(6) LEAD DESK OFFICER/DESK OFFICER TRAINER PAY**

- A. Employees assigned to serve in the at-will assignment as Lead Desk Officer shall receive an additional 5% above their base salary step. If, in addition to serving in the at-will assignment as Lead Desk Officer, the employee is also responsible for training new and existing Desk Officers, or training sworn police employees with Desk Officer duties, the Lead Desk Officer shall receive a further additional five percent (5%) above their base pay for actual hours spent conducting the training.
- B. An employee assigned to serve as Desk Officer Trainer for purposes of training new and existing Desk Officers, or training sworn police employees with Desk Officer duties, shall receive an additional five percent (5%) increase in base pay for actual hours spent conducting the training. Training hours shall be documented on the employee's timesheet and included on the department payroll summary report. Training hours will be paid on a per pay period basis.
- C. The City shall report the Lead Desk Officer Assignment pay and Desk Officer Trainer pay to CalPERS as special compensation under Government Code sections 7522.04(f)(3) and 20636.

**(7) OTHER BENEFITS**

For other benefits applicable to SFPCA unit members, please refer to their current MOU (Contract No. 2039), which was adopted by the City Council on November 15, 2021.

**SECTION 10:** Except as amended herein, all other provisions of Resolution No. 8070, adopted June 21, 2021, remains unchanged and in full force and effect.

**SECTION 11:** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

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

**ATTEST:**

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

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

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8100 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 15<sup>th</sup> day of November, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2021.

---

Julia Fritz, City Clerk

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** November 15, 2021

**Subject:** Consideration to Accept Funds from the U.S. Department of Justice, Office of Community Oriented Policing Services for 2021 Community Policing Development De-Escalation Training Solicitation and Adopt a Resolution Amending Fiscal Year 2021-2022 Budget

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Acceptance of Funds from the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) in the amount of \$91,845;
- b. Adopt Resolution No. 8102 (Attachment "A") amending the Fiscal Year (FY) 2021-2022 Adopted Budget to appropriate grant revenues and expenses; and
- c. Authorize the City Manager and the Police Chief to execute all related documents.

### BACKGROUND:

1. On July 21, 2021, the Police Department submitted an application to the DOJ, COPS for the 2021 Community Policing Development (CPD) De-Escalation Training Solicitation.
2. On October 12, 2021, the Police Department received notice of Award Letter indicating approval of funds for De-Escalation training and equipment (Attachment "B").

### ANALYSIS:

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime.

**Consideration to Accept Funds from the U.S. Department of Justice, Office of Community Oriented Policing Services for 2021 Community Policing Development De-Escalation Training Solicitation and Adopt a Resolution Amending Fiscal Year 2021-2022 Budget**

Page 2 of 2

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To support the City's community policing efforts, the grant provides funding for the acquisition of a virtual training system through InVeris Training Solutions, known as VR-DT Verdict. It is the only virtual law enforcement training system approved to meet the California Commission on Peace Officers and Standards Training (POST) and complies with the standards set forth by the California Legislature in legislation (SB 230) focused on de-escalation and intervention for law enforcement.

The InVeris system provides a host of features and virtual incident scenarios only available through this proprietary system. This system is currently available regionally for agencies to use for personnel training, however, it is only available on a biannual basis. De-escalation skills are a central tenet of good community policing and receiving this training once every two years is simply not enough to meet the highest standards of police accountability expected by the community today. Acquisition of the InVeris system provides San Fernando Police Officers the ability to train at least quarterly on the various scenarios in a virtual reality environment, which far exceeds California minimum standards. The grant will also allow the San Fernando Police Department to work with surrounding law enforcement agencies to make this training available to those who may have difficulty accessing regional training due to demand.

Importantly, acquisition of the InVeris system allows the Police Department to make this training available for members of the community, including elected officials, faith based organizations, community based organizations, neighborhood watch members, business watch members, and representatives of the local media. Having the ability to share this unique and realistic advanced training system with stakeholders can assist in achieving a better understanding of the challenges faced daily by law enforcement in various situations, as well as demonstrate the great extent and commitment the Police Department is to training with a great respect for the sanctity of life.

**BUDGET IMPACT:**

The Police Department received the funding allocation from the DOJ, COPS grant in the amount of \$91,845, which will cover the acquisition, installation and setup of a virtual de-escalation training system as well as training to use the system. The proposed Budget Resolution will appropriate the funded amount in FY 2021-2022. There is no match requirement for this grant funding.

**CONCLUSION:**

Staff recommends that the City Council approve the acceptance of funds from the DOJ, COPS in the amount of \$91,845 and adopt a resolution amending the FY 2021-2022 Adopted Budget to appropriate fund revenues and expenses.

**ATTACHMENTS:**

- A. Resolution No. 8102
- B. DOJ COPS Award Letter

**RESOLUTION NO. 8102**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022 ADOPTED ON JULY 1, 2021**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2021-2022, commencing July 1, 2021, and ending June 30, 2022; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2021.

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

**SECTION 1.** The following adjustments are made to the City Budget:

U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES  
COMMUNITY POLICING DEVELOPMENT DE-ESCALATION TRAINING SOLICITATION

Fund 010-220-3602-4500:

Increase in Expenditures: \$ 91,845

Fund 010-3696-3602:

Increase in Revenues: \$ 91,845

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

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

---

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

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8102 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 15<sup>th</sup> day of November, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2021.

---

Julia Fritz, City Clerk

**✓ Award Letter**

October 12, 2021

Dear Anthony Vairo,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by SAN FERNANDO, CITY OF INC for an award under the funding opportunity entitled 2021 Community Policing Development (CPD) De-Escalation Training Solicitation. The approved award amount is \$91,845.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN  
Acting Director

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice

(DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## ✓ Award Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

### Recipient Information

#### Recipient Name

SAN FERNANDO, CITY OF INC



**DUNS Number**

868471335

**ORI Number**

CA01961

**Street 1**

910 FIRST STREET

**Street 2**

—

**City**

SAN FERNANDO

**State/U.S. Territory**

California

**Zip/Postal Code**

91340

**Country**

United States

**County/Parish**

—

**Province**

—

**Award Details****Federal Award Date**

10/12/21

**Award Type**

Initial

**Award Number**

15JCOPS-21-GG-02434-SPPS

**Supplement Number**

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**Federal Award Amount**

\$91,845.00

**Funding Instrument Type**

Grant

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**Assistance Listing Number   Assistance Listings Program Title**

16.710

Public Safety Partnership and Community Policing Grants

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**Statutory Authority**

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. - 10381 et seq.

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*I have read and understand the information presented in this section of the Federal Award*

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** November 15, 2021

**Subject:** Consideration to Accept the State of California Office of Traffic Safety Selective Traffic Enforcement Program Grant PT22070 and Adopt a Resolution Amending Fiscal Year 2021-2022 Budget

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the State of California Office of Traffic Safety (OTS) Grant fund in the amount of \$55,000 to reimburse overtime and equipment for Selective Traffic Enforcement Program (STEP) Grant PT22070 (Attachment "A");
- b. Adopt Resolution No. 8101 (Attachment "B") amending the budget for Fiscal Year 2021-2022 to appropriate the grant revenues and expenses;
- c. Authorize the Police Chief to expend the funds as detailed in the OTS STEP Grant.

### BACKGROUND:

1. The OTS STEP Grant provides funding to local agencies to operate local selective traffic enforcement operations with the goal of reducing deaths, injuries and economic losses resulting from traffic related collisions.
2. In 2021, the Police Department applied for, and has been selected, to receive funding to administer a STEP grant.

### ANALYSIS:

The OTS's mission is to obtain and effectively administer traffic safety grant funds to reduce deaths, injuries and economic losses resulting from traffic related collisions. Each year the Highway Safety Plan (HSP) is developed to reflect current areas of focus and details the planned

**Consideration to Accept the State of California Office of Traffic Safety Selective Traffic Enforcement Program Grant PT22070 and Adopt a Resolution Amending Fiscal Year 2021-2022 Budget**

Page 2 of 2

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use of federal funds. The HSP identifies problems, specific performance measures, proposed solutions, time frames and facial information on existing and planned new grants that are designed to mitigate traffic safety problems. For the current grant cycle, various Driving Under the Influence (DUI) interventions and driver's license checks are identified in the HSP as an appropriate use of federal funds to enhance highway safety.

The Police Department's primary objective for instituting a selective traffic enforcement detail is to reduce the number of persons killed and/or injured in alcohol-related crashes by utilizing overtime expenditures for interdiction "best practices" strategies that include a DUI/Driver's License Checkpoint, DUI saturation patrols, and traffic operation details that focus on primary collision factors. The OTS STEP grant will assist the Police Department to achieve those goals by providing the necessary funding.

**BUDGET IMPACT:**

The OTS STEP Grant from the State of California is in the form of a reimbursable grant and requires the Police Department to enter into an agreement with OTS to administer the grant. The grant is in the amount of \$55,000 and the proposed Budget Resolution will appropriate the full grant amount in Fiscal Year 2021-2022.

**CONCLUSION:**





Staff recommends that the City Council approve the acceptance of the OTS STEP Grant PT22070 in the amount of \$55,000 and adopt a resolution amending the Fiscal Year 2021-2022 Budget.

**ATTACHMENTS:**

- A. Office of Traffic Safety STEP Grant PT22070
- B. Resolution No. 8101

**State of California – Office of Traffic Safety  
GRANT AGREEMENT**

**GRANT NUMBER  
PT22070**

<b>1. GRANT TITLE</b> <b>Selective Traffic Enforcement Program (STEP)</b>	
<b>2. NAME OF AGENCY</b> <b>San Fernando</b>	<b>3. Grant Period</b> From: 10/01/2021 To: 09/30/2022
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> <b>San Fernando Police Department</b>	
<b>5. GRANT DESCRIPTION</b> Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$55,000.00</b>	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> <li>Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>Exhibit A – Certifications and Assurances</li> <li>Exhibit B* – OTS Grant Program Manual</li> <li>Exhibit C – Grant Electronic Management System (GEMS) Access</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<b>A. GRANT DIRECTOR</b> NAME: Nichole Hanchett TITLE: Lieutenant EMAIL: nhanchett@sfcity.org PHONE: (818) 898-1258 ADDRESS: 910 First St. San Fernando, CA 91340   _____ (Signature)	<b>B. AUTHORIZING OFFICIAL</b> ADDRESS: Anthony Vairo Chief of Police avairo@sfcity.org (818) 898-1235 910 First Street San Fernando, CA 91340   _____ (Signature)
<b>C. FISCAL OFFICIAL</b> ADDRESS: Sonia Garcia Senior Accountant sgarcia@sfcity.org (818) 898-1215 117 MacNeil Street San Fernando, CA 91340   _____ (Signature)	<b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b> ADDRESS: Barbara Rooney Director barbara.rooney@ots.ca.gov (916) 509-3030 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758   _____ (Signature)
Oct 21, 2021 _____ (Date)	Oct 28, 2021 _____ (Date)
Oct 21, 2021 _____ (Date)	Nov 1, 2021 _____ (Date)

<b>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b>  NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. SAM INFORMATION</b>  SAM #: XARQWS6VM2N3 REGISTERED ADDRESS: 910 First St San Fernando, CA 91340-2993 CITY: San Fernando ZIP+4: 91340-2993
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL-22	20.608	0521-0890-101	2021	21/21	BA/21	\$30,000.00
402PT-22	20.600	0521-0890-101	2021	21/21	BA/21	\$25,000.00
				<b>AGREEMENT TOTAL</b>		<b>\$55,000.00</b>
				AMOUNT ENCUMBERED BY THIS DOCUMENT		<b>\$55,000.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		<b>\$ 0.00</b>
				TOTAL AMOUNT ENCUMBERED TO DATE		<b>\$55,000.00</b>
OTS ACCOUNTING OFFICER'S SIGNATURE <i>Carolyn Vu</i>			DATE SIGNED Oct 29, 2021			



State of California – Office of Traffic Safety  
**GRANT AGREEMENT**  
 Schedule A

GRANT NUMBER  
 PT22070

## 1. PROBLEM STATEMENT

The City of San Fernando continues to experience injury traffic crashes and injury traffic crashes caused by alcohol impairment and hit and run. Injury traffic crashes increased 7% from 2018 to 2019. Although this figure appears low, the raw number of injury traffic crashes (111) is the highest the department has experienced since 2013. The reported number of injury crashes in 2020 (82) is lower than 2019, however the COVID pandemic and subsequent stay at home orders are most likely responsible for the slightly lower number. The City reported the highest numbers of injury traffic crash victims in 2019 with 172. This was an increase from 2018, which had a reported 169. These numbers far exceed the average in this category since 2013.

The number of alcohol related crashes has varied slightly over the past three years with an average of 7 crashes. This number is commensurate with the average since 2013, with the exception of the spike of 18 crashes in 2014. This average demonstrates a continuous issue with alcohol related crashes in the City of San Fernando. The number of reported hit and run crashes causing injury has decreased slightly with a three-year average of 10, which is down from the 5-year average of 12. Although it cannot be determined with absolute certainty, it is presumed that impaired driving is the primary, if not associated, factor with the hit and run crashes. The hit and run statistics continue to represent the highest reporting for the last 8 grant cycles which is also indicative of the continual problem.

The City of San Fernando is 2.42 square miles with a resident population of approximately 24,000. The population density is approximately 10,381 residents per square mile compared to the approximate 2,500 as reported by surrounding Los Angeles County. San Fernando is surrounded by the City of Los Angeles and is bordered by three major interstate freeway systems. In addition, the City of San Fernando contains several artery streets that accommodate the high volume of transitory traffic from Los Angeles. The combination of geographical location, transitional artery streets, coupled with the resident density creates a substantial volume of transitory vehicular and pedestrian traffic within the City.

## 2. PERFORMANCE MEASURES

### A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

### B. Objectives:

1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

### Target Number

1

2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	3
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	3
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	1
9. Conduct DUI Saturation Patrol operation(s).	6
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
<b>3. METHOD OF PROCEDURE</b>	
<b>A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)</b>	
<ul style="list-style-type: none"> <li>The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.</li> <li>All training needed to implement the program should be conducted this quarter.</li> <li>All grant related purchases needed to implement the program should be made this quarter.</li> <li>In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.</li> <li>Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.</li> </ul>	
<b>Media Requirements</b>	
<ul style="list-style-type: none"> <li>Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the</li> </ul>	

November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

## **B. Phase 2 – Program Operations (Throughout Grant Year)**

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

### Media Requirements

The following requirements are for all grant-related activities

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.



- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

#### **C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

#### **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

#### **5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

**State of California – Office of Traffic Safety**  
**GRANT AGREEMENT**  
 Schedule B

**GRANT NUMBER**  
**PT22070**

<b>FUND NUMBER</b>	<b>CATALOG NUMBER (CFDA)</b>	<b>FUND DESCRIPTION</b>	<b>TOTAL AMOUNT</b>
164AL-22	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$30,000.00
402PT-22	20.600	State and Community Highway Safety	\$25,000.00

<b>COST CATEGORY</b>	<b>FUND NUMBER</b>	<b>UNIT COST OR RATE</b>	<b>UNITS</b>	<b>TOTAL COST TO GRANT</b>
<b>A. PERSONNEL COSTS</b>				
<u><b>Straight Time</b></u>				\$0.00
<u><b>Overtime</b></u>				
DUI/DL Checkpoints	164AL-22	\$11,000.00	1	\$11,000.00
DUI Saturation Patrols	164AL-22	\$1,950.00	6	\$11,700.00
Benefits for 164AL OT @ 21.45%	164AL-22	\$22,700.00	1	\$4,869.00
Traffic Enforcement	402PT-22	\$1,800.00	6	\$10,800.00
Distracted Driving	402PT-22	\$1,800.00	2	\$3,600.00
Pedestrian and Bicycle Enforcement	402PT-22	\$1,800.00	2	\$3,600.00
Traffic Safety Education	402PT-22	\$500.00	2	\$1,000.00
Benefits for 402PT OT @ 21.45%	402PT-22	\$19,000.00	1	\$4,076.00
Category Sub-Total				\$50,645.00
<b>B. TRAVEL EXPENSES</b>				
In State Travel	402PT-22	\$1,924.00	1	\$1,924.00
				\$0.00
Category Sub-Total				\$1,924.00
<b>C. CONTRACTUAL SERVICES</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>D. EQUIPMENT</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>E. OTHER DIRECT COSTS</b>				
DUI Checkpoint Supplies	164AL-22	\$1,031.00	1	\$1,031.00
PAS Device/Calibration Supplies	164AL-22	\$1,000.00	1	\$1,000.00
Phlebotomist	164AL-22	\$400.00	1	\$400.00
Category Sub-Total				\$2,431.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>GRANT TOTAL</b>				<b>\$55,000.00</b>

**State of California – Office of Traffic Safety**  
**GRANT AGREEMENT**  
 Schedule B-1

**GRANT NUMBER**  
**PT22070**

<b>BUDGET NARRATIVE</b>	
<b>PERSONNEL COSTS</b>	
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Benefits for 164AL OT @ 21.45% - Benefit Breakdown: Medicare - 1.45% WC - 20% Total Benefits: 21.45%	
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	
Benefits for 402PT OT @ 21.45% - Benefit Breakdown: Medicare - 1.45% WC - 20% Total Benefits: 21.45%	
<b>TRAVEL EXPENSES</b>	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	
<b>CONTRACTUAL SERVICES</b>	
-	
<b>EQUIPMENT</b>	
-	
<b>OTHER DIRECT COSTS</b>	
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	
PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.	
Phlebotomist - To draw and collect blood samples from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.	

**INDIRECT COSTS**

-

**STATEMENTS/DISCLAIMERS**

There will be no program income generated from this grant.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.



**CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS**  
 (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

**GENERAL REQUIREMENTS**

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,



or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

#### **POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

##### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person

who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions*

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered in to. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the



department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal

funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

#### **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

#### **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



**INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS**

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

**GRANT DETAILS**

Grant Number:	PT22070
Agency Name:	San Fernando Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	\$55,000.00
Authorizing Official:	Anthony Vairo
Fiscal Official:	Sonia Garcia
Grant Director:	Nichole Hanchett

**CURRENT GEMS USER(S)****1. Sonia Garcia**

Title: Senior Accountant  
Phone: (818) 898-1215  
Email: sgarcia@sfcity.org

Media Contact: No

**2. Nichole Hanchett**

Title: Lieutenant  
Phone: (818) 898-1258  
Email: nhanchett@sfcity.org

Media Contact: Yes

**3. Sylvia Ortega**

Title: Records and Systems Administrator  
Phone: (818) 898-1281  
Email: sortega@sfcity.org

Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

<b>GEMS User 1</b>		Add as a media contact? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>	
Nichole Hanchett		Patrol Division Commander
Name	Job Title	
nhanchett@sfcity.org	8188981258	
Email address	Phone number	
<b>GEMS User 2</b>		Add as a media contact? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>	
Sylvia Ortega		Records Administrator
Name	Job Title	
sortega@sfcity.org	8188981281	
Email address	Phone number	
<b>GEMS User 3</b>		Add as a media contact? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>	
Sonia Garcia		Senior Accountant
Name	Job Title	
sgarcia@sfcity.org	8188981215	
Email address	Phone number	
<b>GEMS User 4</b>		Add as a media contact? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>	
CJ Chiasson		Administrative Sergeant
Name	Job Title	
cjchiasson@sfcity.org	8188981254	
Email address	Phone number	
<b>GEMS User 5</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>	
Name	Job Title	
Email address	Phone number	
Form completed by: <u><i>Nichole Hanchett</i></u> Date: Oct 21, 2021 <small>(1: Nichole Hanchett (504.21, 2021 12:21 PM))</small>		
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.		
<u><i>Nichole Hanchett</i></u> <small>Nichole Hanchett (504.21, 2021 12:21 PM)</small>		Nichole Hanchett
Signature	Name	
Oct 21, 2021	Grant Director	
Date	Title	

# Grant Agreement - PT22070

Final Audit Report

2021-11-01

Created:	2021-09-23
By:	Stephanie Spaid (Stephanie.spaid@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD6wLn63zV9MisOK-Rk01TVjrcmH4sU6N

## "Grant Agreement - PT22070" History

-  Document created by Stephanie Spaid (Stephanie.spaid@ots.ca.gov)  
2021-09-23 - 7:22:08 PM GMT- IP address: 96.43.153.8
-  Document emailed to Lt. Nichole Hanchett (nhanchett@sfcity.org) for signature  
2021-09-23 - 7:22:13 PM GMT
-  Email viewed by Lt. Nichole Hanchett (nhanchett@sfcity.org)  
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-  Document e-signed by Lt. Nichole Hanchett (nhanchett@sfcity.org)  
Signature Date: 2021-10-21 - 6:03:14 PM GMT - Time Source: server- IP address: 76.79.240.222
-  Document emailed to Nichole Hanchett (nhanchett@sfcity.org) for signature  
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-  Document emailed to Sonia Gomez-Garcia (sgarcia@sfcity.org) for signature  
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-  Document e-signed by Sonia Gomez-Garcia (sgarcia@sfcity.org)  
Signature Date: 2021-10-21 - 10:04:50 PM GMT - Time Source: server- IP address: 76.79.240.222
-  Document emailed to Anthony Vairo (avairo@sfcity.org) for signature  
2021-10-21 - 10:04:52 PM GMT





Email viewed by Anthony Vairo (avairo@sfcity.org)

2021-10-27 - 0:39:53 AM GMT- IP address: 198.72.128.10



Document e-signed by Anthony Vairo (avairo@sfcity.org)

Signature Date: 2021-10-28 - 4:36:34 PM GMT - Time Source: server- IP address: 76.79.240.222



Document emailed to Carolyn Vu (carolyn.vu@ots.ca.gov) for signature

2021-10-28 - 4:36:35 PM GMT



Email viewed by Carolyn Vu (carolyn.vu@ots.ca.gov)

2021-10-29 - 9:42:34 PM GMT- IP address: 104.47.64.254



Document e-signed by Carolyn Vu (carolyn.vu@ots.ca.gov)

Signature Date: 2021-10-29 - 9:42:42 PM GMT - Time Source: server- IP address: 98.255.192.50



Document emailed to Barbara Rooney (barbara.rooney@ots.ca.gov) for signature

2021-10-29 - 9:42:43 PM GMT



Email viewed by Barbara Rooney (barbara.rooney@ots.ca.gov)

2021-11-01 - 3:24:30 PM GMT- IP address: 104.47.64.254



Document e-signed by Barbara Rooney (barbara.rooney@ots.ca.gov)

Signature Date: 2021-11-01 - 3:24:44 PM GMT - Time Source: server- IP address: 173.85.192.240



Agreement completed.

2021-11-01 - 3:24:44 PM GMT

**RESOLUTION NO. 8101****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-22 ADOPTED ON JUNE 30, 2021**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2021-22, commencing July 1, 2021, and ending June 30, 2022; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, a copy of which is on file in the City Clerk's Office, has been adopted on June 30, 2020.

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

**SECTION 1.** The following adjustments are made to the City Budget:

CALIFORNIA OFFICE OF TRAFFIC SAFETY  
SELECTIVE TRAFFIC ENFORCEMENT GRANT PT22070

Fund 110-225-3628-41XX:	\$ 27,500
110-225-3628-4370:	\$ 3,000
110-225-3628-4300:	<u>\$ 2,500</u>
Increase in Expenditures:	\$ 33,000

Fund 010-3696-3628:	
Increase in Revenues:	\$ 55,000

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

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

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

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8101 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 15<sup>th</sup> day of November, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2021.

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Julia Fritz, City Clerk

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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** November 15, 2021

**Subject:** Consideration to Accept Funds from the State of California for the City-Wide Radio System, 9-1-1 Communication Center, Body-Worn Cameras, In-Vehicle Cameras and Adopt a Resolution Amending Fiscal Year 2021-2022 Budget

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Acceptance of Funds from the State of California in the amount of \$2,000,000 for the City-Wide Radio System, 9-1-1 Communication Center, Body-Worn Cameras and In-Vehicle Cameras;
- b. Adopt Resolution No. 8104 (Attachment "A") amending Fiscal Year (FY) 2021-2022 Adopted Budget to appropriate grant revenues and expenses; and
- c. Authorize the City Manager to execute all related documents.

### BACKGROUND:

1. On November 18, 2019, the City Council authorized a Lease-Purchase agreement with Motorola Solutions, Inc. to the purchase and install a new City-Wide Radio System.
2. On August 14, 2020, the Police Department submitted a formal letter (Attachment "B") to the State of California (State) requesting a budget allocation to fund the City's Public Safety Radio System.
3. On June 28, 2021, Governor Newsom approved Fiscal Year (FY) 2021-2022 State Budget, which included an allocation of \$2,000,000 for the San Fernando Police Department's City-Wide Radio System, 9-1-1 Communication Center, Body-Worn Cameras and In-Vehicle Cameras.

**Consideration to Accept Funds from the State of California for the City-Wide Radio System, 9-1-1 Communication Center, Body-Worn Cameras, In-Vehicle Cameras and Adopt a Resolution Amending Fiscal Year 2021-2022 Budget**

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**ANALYSIS:**

In November 2019, the City Council approved funding for a lease-purchase agreement with Motorola to purchase and install a new City-Wide Radio System. The procuring of a new radio system represents a significant investment by the City and unites the Police Department and Public Works Department on the same communication platform, which will provide interoperability with local, State and Federal Agencies.

Since 2019, the Police Department has been working with Senate Majority Leader Robert Hertzberg in seeking funding sources that will partially or fully offset the cost of the new radio system, Body-Worn cameras and In-Vehicle cameras.

The allocated State funds will allow the City to pay off the remaining balance of the lease-purchase agreement with Motorola Solutions, Inc. early, with not pre-payment penalty, while saving approximately \$1,000,000 in costs that were formerly appropriated from the City's General Fund. This savings will be returned to the General Fund reserve balance and will be available to be appropriated by City Council through the annual budget process. Additionally, the allocated funding from the State enables the Police Department to fund the purchase of Body-Worn cameras and In-Vehicle cameras, which will support continued efforts to enhance transparency and Community-Based Policing.

**BUDGET IMPACT:**

The Police Department received a funding allocation from the State of California for a City-Wide Radio System, Body Cameras and In-Vehicle Cameras in the amount of \$2,000,000. The proposed Budget Resolution will appropriate the funded amount in FY 2021-2022. There is no match requirement for these funds, which are expected to cover the full cost to purchase and install body-worn cameras and in-vehicle cameras.

**CONCLUSION:**

Staff recommends that the City Council approve the acceptance of funds from the State of California in the amount of \$2,000,000 for the City-Wide Radio System, Body Cameras and In-Vehicle Cameras and adopt the a resolution amending the FY 2021-2022 Adopted Budget to appreciate fund revenues and expenses.

**ATTACHMENTS:**

- A. Resolution No. 8104
- B. Letter to Senate Majority Leader Robert Hertzberg



**RESOLUTION NO. 8104**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021-2022 ADOPTED ON JULY 1, 2021**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2021-2022, commencing July 1, 2021, and ending June 30, 2022; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2021.

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

**SECTION 1.** The following adjustments are made to the City Budget:

PUBLIC SAFETY COMMUNICATION, BODY CAMERAS & IN-VEHICLE CAMERAS

Fund 010-225-3698-4500:

Increase in Expenditures: \$ 2,000,000

Fund 010-3680-3698:

Increase in Revenues: \$ 2,000,000

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

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

---

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

**ATTEST:**

---

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8104 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 15<sup>th</sup> day of November, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2021.

---

Julia Fritz, City Clerk

CITY COUNCIL

MAYOR  
JOEL FAJARDO

August 14, 2020

VICE MAYOR  
HECTOR A. PACHECO

The Honorable Robert Hertzberg  
Senate Majority Leader, California State Senate  
State Capitol  
Sacramento, CA 95814

COUNCILMEMBER  
SYLVIA BALLIN

SUBJECT: Reconsideration for budget allocation for Public Safety Radio System

COUNCILMEMBER  
ROBERT C. GONZALES

Dear Senate Majority Leader Hertzberg:

COUNCILMEMBER  
MARY MENDOZA

Thank you for all your efforts this budget session to secure an allocation for the City of San Fernando Public Safety Radio System. While you were not successful, we could not have asked for a greater champion for our City and the people of San Fernando. We respectfully ask that you please continue to do all you can to assist us to secure funding for an interoperable public safety radio system for the City of San Fernando's Police Department and key city public safety services. While many cities throughout Los Angeles County as well as the County itself are implementing new and fully interoperable communication systems, the City of San Fernando has found it to be very challenging to make such a commitment due to funding and budget constraints.

Since receiving word from your staff that funding was not approved, we have worked diligently to seek assistance from other sources. We asked our County Supervisor's office to consider assisting us with funding in the past and were advised we could apply for a discretionary grant of \$5,000-\$20,000, which falls far short of our \$2,000,000 budgetary need.

We have also met with the Los Angeles County Sheriff's Regional Interoperable Communications (LA RICS) representatives this past year and they were willing to temporarily lend us 50 hand held radios but cannot provide us communication equipment essential for our 9-1-1 dispatch center and the mobile field units throughout our city.

In the event of a major incident, natural or manmade disaster, the City's radio system will not provide adequate interoperable communications with other key public safety agencies, such as the Los Angeles County Sheriff Department and Los Angeles Police Department and is incapable of direct communication with the Los Angeles City Fire Department. This is especially problematic for San Fernando because we are unique as we are the only city in Los Angeles County that contract's for fire and paramedic services with the Los Angeles City Fire Department.

POLICE  
DEPARTMENT

910 FIRST STREET  
SAN FERNANDO  
CALIFORNIA  
91340

OFFICE OF THE  
POLICE CHIEF  
(818) 898-1250

DETECTIVE DIVISION  
(818) 898-1256

PATROL DIVISION  
(818) 898-1267

RECORDS DIVISION  
(818) 898-1281

SUPPORT SERVICES  
DIVISION  
(818) 898-1267

WWW.SFCITY.ORG

**The Honorable Senate Majority Leader Robert Hertzberg**

Public Safety Radio System Funding Request

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One of the most significant findings following the attacks of September 11, 2001 was the need for interoperability in communications and unfortunately due to financial constraints the San Fernando Police Department has been unable to modernize and upgrade its radio communications system to meet this most critical need. For this reason, we are again respectfully asking that you help us secure a State budget allocation of \$2,000,000 for funding the system and equipment to meet this need.

This allocation of funding would allow us to upgrade our 9-1-1 communications center radios, mobile field units, handheld units, repeaters and associated necessary communication equipment for all public safety field personnel. The funding would allow the purchase of a Motorola APX dual and tri-band system able to communicate direct with federal, state and local public safety agencies. The systems would allow communications via UHF, 700 and 800 band frequencies via repeaters over conventional, digital and inscription airwaves. Additionally, the funds would allow us to upgrade our visual virtual patrol systems within the 9-1-1 communications center, which provide real-time monitoring of key infrastructure and facilities in our City's 2.4 square mile footprint.

A new communication's system assures seamless communication with the Los Angeles Fire Department without the need to relay information via a liaison causing critical time delay. Interoperable communications are imperative to protecting and saving lives and property. Due to our contractual relationship with Los Angeles City for Fire services, we face this challenge on a daily basis since our antiquated system cannot communicate direct with the fire department.

Thank you for reconsidering this request and for being an unwavering and dedicated champion for the City of San Fernando. I will make myself and my staff available for any meetings needed to support this request for funding.

Most respectfully,



Anthony Vairo  
Chief of Police

cc: Nick Kimball, City Manager



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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Nick Kimball, City Manager

**Date:** November 15, 2021

**Subject:** Receive and File an Update Regarding COVID-19 Response Efforts

### **RECOMMENDATION:**

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

### **BACKGROUND/ANALYSIS:**

This report is meant to provide City Council and the public the opportunity to review all items related to the City's response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, financial hardship programs and other potential stimulus funding.

#### **Staff Updates.**

Los Angeles County Department of Public Health (LACDPH) A Safer Return Together at Work and in the Community Beyond the Blueprint for a Safer Economy.

As of June 15, 2021, California retired its Blueprint for a Safer Economy and California's economy is now fully open. Restaurants, shopping malls, movie theaters, and most everyday places are operating as normal – with no capacity limits or physical distancing required. However, everyone is still required to follow masking guidelines in select settings and proof of vaccination is required to enter bars, breweries, wineries, distilleries and nightclubs. Some restrictions also still exist for large events. More information is provided below.

Since reopening on June 15, 2021, LACDPH has updated the Health Officer Order on July 16, 2021, July 22, 2021, July 30, 2021, August 23, 2021, September 17, 2021, and most recently on September 28, 2021 to include:

- Clarifying that, beginning November 1, 2021, operators of Outdoor Mega Events are required to cross-check proof of full vaccination or negative COVID-19 viral test result against a photo identification for all attendees who are 18 years of age or older.

## Receive and File an Update Regarding COVID-19 Response Efforts

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- Beginning November 4, 2021, all on-site employees and all patrons 12 and older at bars, breweries, wineries and distilleries must provide proof of full vaccination against COVID-19 for entry into the facility indoor service. Children under age of two years are exempt.
- Beginning November 4, 2021, all on-site employees and all patrons of nightclubs and lounges that are only open to persons 18 years and older must provide proof of full vaccination against COVID-19 for entry into the facility indoor service.

On September 30, 2021, LACDPH provided visual guidance on verifying Proof of a Negative COVID-19 Test and Proof of COVID-19 Vaccination.

In addition to the above revisions to the Health Officer Order, LACDPH instituted a separate Health Care Worker Vaccination Requirement on August 12, 2021 (effective at 11:59 pm on August 12, 2021, with compliance required by September 30, 2021), mandating employers of Health Care and Home Care workers who work in or routinely visit high-risk or residential care settings to document their fully vaccinated status; for those with approved medical or religious exemptions, document weekly or twice weekly regular testing for COVID-19.

On October 7, 2021, the City of Los Angeles, adopted an ordinance (SafePassLA) to require proof of a full COVID-19 vaccination to enter the indoor portions of food establishments, gyms, entertainment and recreational locations, personal care establishments, and outdoor events within the City, as well as certain City facilities. SafePassLA launched on November 8, 2021 and enforcement will begin November 29, 2021. Please note: SafePassLA DOES NOT include the City of San Fernando.

Please visit the City's website for current Health Orders issued by the LACDPH: [SFCITY.ORG/Coronavirus/#Health-Officer-Order](https://www.sfcity.org/coronavirus/#Health-Officer-Order).

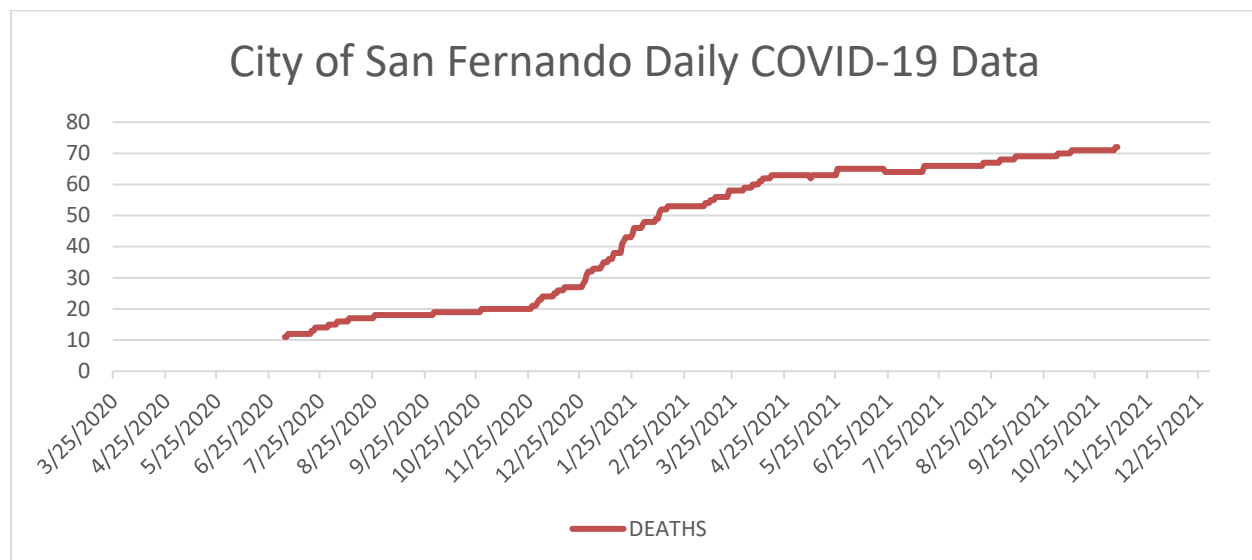
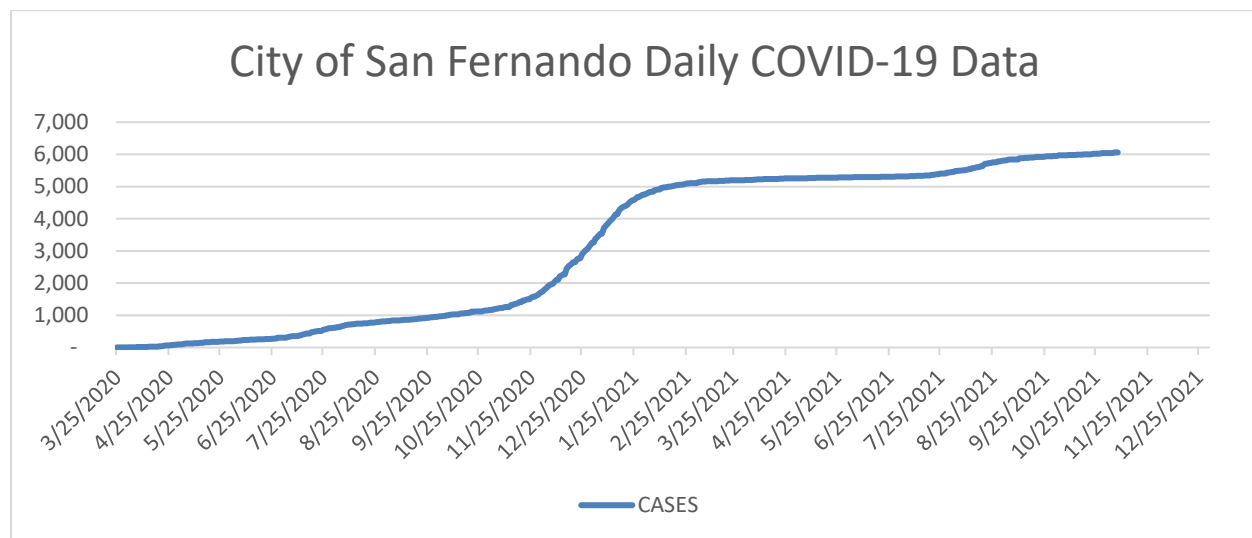
### Daily COVID-19 Cases and Deaths in the City of San Fernando.

As of November 8, 2021, the City of San Fernando has experienced a total of 6,059 cases of COVID-19 and a total of 72 residents have lost their lives to the pandemic.



**Receive and File an Update Regarding COVID-19 Response Efforts**

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**Masking Guidance.**

Effective July 22, 2021, there are places where everyone two years of age and older must continue to wear a mask, regardless of their vaccination status. Note that in the workplace, workers have to follow Cal/OSHA mask requirements.

Fully vaccinated individuals are not required to wear a mask, except in places where EVERYONE is required to wear a mask. Businesses can ask for proof of vaccination and deny entry to anyone that does not provide it. A digital COVID-19 vaccination card that can be stored on a mobile phone is available at <https://myvaccinerecord.cdph.ca.gov/>.

## Receive and File an Update Regarding COVID-19 Response Efforts

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EVERYONE, regardless of vaccination status, must wear a mask:

- In all indoor public settings, venues, gatherings, and public and private businesses in Los Angeles County.
- On planes, trains, buses, ferries, taxis and ride-shares, and all other forms of public transport.
- In transportation hubs like airports, bus terminals, train stations, marinas, seaports or other ports, subway stations, or any other area that provides transportation.
- Healthcare settings (including long-term care facilities).
- State and local correctional facilities and detention centers.
- Shelters and cooling centers.
- Indoors at any youth-serving facility (such as K-12 schools, childcare, day camps, etc.)
- At outdoor Mega Events (events with over 10,000 attendees like concerts, sports games, and parades).
- In any outdoor location where it is the policy of the business or venue.

Please visit the City's website for additional masking guidance issued by the LACDPH: [SFCITY.ORG/Coronavirus/#Face-Masks](https://SFCITY.ORG/Coronavirus/#Face-Masks)

### Health Order Enforcement.

Staff will provide an update on current enforcement efforts during the meeting, if requested.

### COVID-19 Vaccine Distribution.

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

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

Since May 13, 2021, all California residents age 12 and older have been eligible to be vaccinated. On November 3, 2021, children ages five and older became eligible to receive the Pfizer vaccination.

On August 14, 2021 and October 21, 2021, a third (booster) dose of the Pfizer, Moderna and Johnson & Johnson vaccines, respectively, became available to residents with the following recommendations:

**Receive and File an Update Regarding COVID-19 Response Efforts**

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	<b>PFIZER AND MODERNA</b>	<b>JOHNSON &amp; JOHNSON (J&amp;J)</b>
<b>Booster Dose<sup>1 2</sup></b> A booster dose may be any COVID-19 vaccine (Pfizer, Moderna, or J&J)	<b>Recommended</b> if you are: <ul style="list-style-type: none"> <li>• Age 65+.</li> <li>• Age 18+ and live in a long-term care facility.</li> <li>• Age 50-64 years and have an underlying medical condition or at risk of social inequities.</li> </ul> <b>Consider</b> if you are: <ul style="list-style-type: none"> <li>• Age 18-49 years and you have an underlying medical condition.</li> <li>• Ages 18-64 years and are higher risk of exposure due to your occupational or institutional setting; this includes all essential workers.</li> <li>• Moderately to severely immunocompromised and have already received your third dose.</li> </ul>	<b>Recommended</b> for everyone who got the J&J for their primary series. This includes if you are immunocompromised.
<b>When</b>	At least six months after your second dose. <sup>3</sup>	At least two months after your J&J dose.

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

Per data provided by LACDPH as of October 31, 2021: 16,552 (79%) of San Fernando residents over the age of 12 and 2,474 (96.1%) of San Fernando residents over the age of 65 have received at least one dose of the COVID-19 Vaccine. The chart below (solid gray line) shows the uptick in vaccinations in July and August 2021 while a digital ad campaign was being run. Although there were undoubtedly other factors that contributed to the increase in vaccinations, it is reasonable

<sup>1</sup> Moderna doses vary. The initial series and the additional dose are a full dose. The booster is a half dose.

<sup>2</sup> Booster doses. You may choose which vaccine you receive as a booster dose. It can be a booster dose of Pfizer, Moderna, or J&J COVID-19 vaccine. Talk to your doctor if you have questions about the risks and benefits of a booster or about what vaccine to get as a booster.

<sup>3</sup> If you are immunocompromised, this will be six months after your additional (third) dose.

## Receive and File an Update Regarding COVID-19 Response Efforts

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to assume that the digital ad campaign assisted those interested in getting the vaccination with easy access to registration sites.

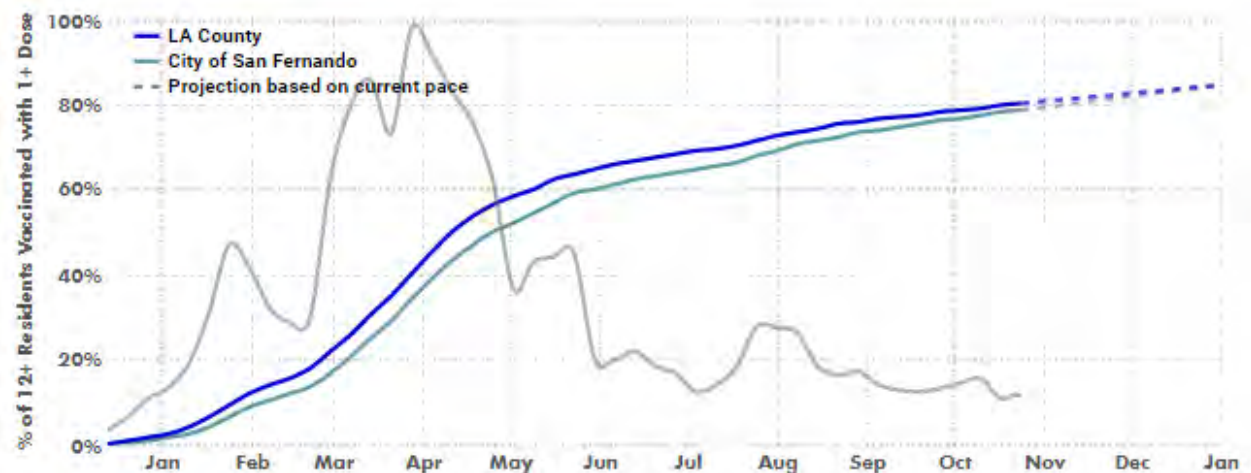
### Estimated Progress by Community ?

Projections extend the **current pace of vaccinations** (124 vaccinations/week as of Oct 24 - Oct 30).

**With vaccination rates dropping, these projections likely overestimate the rate of vaccination progress.**

Select a city and age group above to update the charts. Click on ? to learn how to use this tool - including setting targets for changing vaccination rates.

Reset Vaccination rate shown: 124 vaccinations/week  
☐ View Past Projections  
☒ View Weekly Vaccinations



Notes [Save image \(png\)](#)

#### Notes:

- The dashed line is a linear trend projected into the future, based off of the last complete week of data. Data shown are binned by their weekly totals.
- For the "Received 1+ Dose" chart, cumulative totals are given for the number of people in a button-selected age group (12+, 12-17, 65+) vaccinated with at least 1 dose divided by the relevant age group population. For the "Fully Vaccinated" chart, cumulative totals indicate the number of people in the button-selected age group who have completed a vaccination series (e.g. second dose for Pfizer/Moderna, first dose for J&J) divided by the relevant age group population.
- Each community past projection line shows the vaccination rate for a previous week. Past projections are not shown for youth vaccinations at this time.

### San Fernando Recreation Park Vaccination and Testing SuperSite.

In November 2020, the City partnered with the City of Los Angeles Fire Department and the non-profit organization Community Organized Relief Effort (CORE), to offer walk-up testing at San Fernando Recreation Park. On December 30, 2020, COVID-19 vaccinations were added to the services provided at the San Fernando Recreation Park site.

On July 31, 2021, the vaccination and testing SuperSite operated by the Los Angeles Fire Department and CORE closed and vacated San Fernando Recreation Park.

While the San Fernando Recreation Park SuperSite was open, there were 159,888 tests and 111,832 vaccinations administered at the site. Of that total, 9,159 tests and 4,544 vaccinations were administered to individuals in the 91340 zip code. Below, please find additional statistics:

**Receive and File an Update Regarding COVID-19 Response Efforts**

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	Tests	Vaccinations
Start Date	November 24, 2020	December 30, 2020
<b>Total</b>	<b>159,888</b>	<b>111,832</b>
Administered on the First Day	2,087	352
High in a Single Day	3,751	2,310
Approximate Number of Days	196	162
Average Per Day	815	690
<b>Total 91340 Individuals</b>	<b>9,159</b>	<b>4,544</b>

As a result of the SuperSite closing, Recreation and Community Services staff collaborated with CORE staff to bring back a smaller-scale mobile unit. Although the new pilot program is significantly scaled down, there is more flexibility to change days and hours of service as needed, and there will also be a much smaller impact on the surrounding neighborhood and park services. An additional service that CORE is providing to the community at this mobile site is information related to eligibility for public assistance programs and health screenings (i.e., CalFresh/SNAP, WIC, Medi-Cal, LIHEAP, and General Relief).

Upcoming Vaccination Opportunities and Testing Site.

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

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

- San Fernando Recreation Park (208 Park Ave., San Fernando): Currently, new smaller-scale pilot program is open from 8 am to 4 pm and no appointment is necessary. The daily schedule is as follows:
  - Testing – Monday through Saturday, 8 am to 4 pm
  - Vaccine (Pfizer), including Booster Dose for eligible residents – Tuesday, Wednesday, Friday, and Saturday, 8 am to 4 pm
  - Public Assistance Program Information – Monday through Saturday, 8 am to 4 pm
  - Free Wellness Checks – Tuesday, Wednesday, Friday, and Saturday, 8 am to 4 pm
- Vaughn International Studies Academy Vaccination Clinic for Seniors Age 65+ (11505 Herrick Ave., Pacoima): There will be a mobile vaccination clinic every Monday, Wednesday and Friday. Residents may call (818) 847-3860 to schedule an appointment.
- San Fernando Community Health Center and Northeast Valley Health Corporation: Both of these federally qualified health centers receive a limited supply of vaccine. Residents may contact the following vaccination hotlines for additional information:

## Receive and File an Update Regarding COVID-19 Response Efforts

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- San Fernando Community Health Center: Call (818) 963-5690.
- Northeast Valley Health Corp: Call (818) 792-4949 to check availability.

As usually happens during a crises, misinformation is circulating about vaccines and scammers are at work trying to cheat people out of their money. The DPH has developed COVID-19 Vaccine Frequently Asked Questions and Vaccine Misinformation sheets. Please visit the City's website for the current versions, as well as additional information: [SFCITY.ORG/Coronavirus/#COVID-19-Vaccine](https://SFCITY.ORG/Coronavirus/#COVID-19-Vaccine).

### Vaccine Third Dose and Booster Shots.

Per information provided by the LACDPH, the difference between third doses and booster doses is more than just a language issue. Third doses are meant to elicit an antibody response where there was an inadequate antibody response before, while booster doses are meant to increase antibody levels that have waned after a robust increase in the months after vaccination.

With emerging data indicating that certain populations will need more support to be protected, the CDC's Advisory Committee on Immunization Practices on August 13, 2021, recommended a third dose of mRNA vaccines for immunocompromised people, including transplant recipients, people with advanced or untreated HIV infection, people actively receiving cancer treatment, and people taking immunosuppressive medications. Third doses have been available to eligible individuals at vaccination sites across Los Angeles County since Saturday, August 14, 2021.

Additionally, following the CDC's announcement that booster doses of mRNA vaccines will be offered to all vaccinated people, LACDPH is continuing to work with staff and residents at skilled nursing facilities to prioritize these most vulnerable residents for booster doses so they are prepared to administer these as soon as the Food and Drug Administration gives their approval.

### FDA Approves License for Pfizer-BioNTech COVID-19 Vaccine.

On August 25, 2021, the U.S. Food and Drug Administration (FDA) approved the license for the Pfizer-BioNTech COVID-19 vaccine for the prevention of COVID-19 disease in individuals 16 years of age and older. The Pfizer COVID-19 vaccine continues to be available under emergency use authorization (EUA) for those 12 through 15 years old and for a third dose in certain immunocompromised individuals. The licensing approval was made after another thorough evaluation of safety and effectiveness data by a panel of scientific and medical experts. FDA-approved vaccines undergo the agency's standard process for reviewing the quality, safety and effectiveness of medical products.

### COVID-19 Relief Programs.

The City Council approved a number of COVID-19 Relief Programs and is working with staff to develop additional relief programs. Please visit the City's website: [SFCITY.ORG/Coronavirus/#Business-Resources](https://SFCITY.ORG/Coronavirus/#Business-Resources) for more information on the City's COVID-19 Relief Programs.

## Receive and File an Update Regarding COVID-19 Response Efforts

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### City Facilities Reopening.

Effective, April 19, 2021, City Hall reopened to the public with normal hours (i.e., Monday through Thursday, 7:30 am to 5:30 pm). City Hall will remain closed on Fridays and certain services will be by appointment only through the end of December 2021.

All visitors to City Hall and the San Fernando Police Department must wear a cloth face covering at all times, until further notice.

Limited outdoor recreation programming and service have resumed at most of the City parks with the condition that the County of Los Angeles Protocols for Organized Activities are implemented. Las Palmas Park and Recreation Park are currently offering limited indoor recreational programs and services. For more information regarding the programs and services being offered please visit the Recreation and Community Services webpage ([SFCITY.ORG/SFRecreation](https://www.sfcity.org/SFRecreation)) or call (818) 898-1290.

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

### **BUDGET IMPACT:**

#### American Rescue Plan Act.

On March 12, 2021, President Biden signed the American Rescue Plan Act into law which provides fiscal stimulus funding paid directly to state and local governments. The City's total allocation is approximately \$5.8 million, which is being distributed in two equal installments of \$2.9 million in July 2021 and July 2022. City Council will be considering appropriation of these funds through separate City Council action items.

#### Prior Coronavirus Relief Funds.

The overall total that the City of San Fernando received from the Coronavirus Relief Funds (CRF) from the Department of Finance of the State of California through the first CARES Act was \$311,234. City Council appropriated these funds to reimburse the City for COVID-19 response costs in FY 2020-2021.

Additionally, the City received \$136,000 in special CDBG Coronavirus (CV) funds that were used to fund a residential food distribution program and small business PPE program.

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** November 15, 2021

**Subject:** Consideration to Adopt a Resolution Declaring a Multi-Year Drought Emergency and Implementation of Voluntary Conservation Measures in the City of San Fernando

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8105 (Attachment "A") declaring a multi-year drought emergency for the City of San Fernando; and
- b. Authorize the City Manager to implement programs to support voluntary water conservation efforts to reduce water usage by 10% from 2020 water usage levels.

### BACKGROUND:

1. The hydrological conditions in the Colorado River system and in California are at historically low levels. Fifty percent of the region's water supply comes from the state water reserves located in Northern California.
2. On July 8, 2021, Governor Gavin Newsom declared a drought emergency for most counties in the State of California, requesting a voluntary 15% reduction for counties from their 2020 levels. This declaration excluded Los Angeles County.
3. On August 16, 2021, Councilmember Pacheco placed an item of the agenda requesting City Council to consider declaring a drought in San Fernando and creating an education campaign to encourage conservation. City Council pulled the item to consider at the September 7, 2021 City Council meeting.
4. On September 7, 2021, the City Council discussed the item and referred it to the Green City/Street and Parkway Trees Ad Hoc Committee (Councilmembers Montanez and Pacheco) to work with staff and the City's Metropolitan Water District (MWD) representative, Adan Ortega, to draft a Drought Resolution to be considered at a future City Council meeting.

**Consideration to Adopt a Resolution Declaring a Multi-Year Drought Emergency and Implementation of Voluntary Conservation Measures in the City of San Fernando**

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5. On October 1, 2021, staff met with Mr. Ortega and the Green City/Street and Parkway Trees Ad Hoc to discuss the draft drought resolution. Based on feedback received during that Ad Hoc meeting, staff drafted a revised Drought Resolution.
6. On October 19, 2021, Governor Newsom issued a proclamation that extended his previous drought declaration to the entire state and include Los Angeles County.

**ANALYSIS:**

The City of San Fernando's water supply is derived from City-owned wells that extract water from the Sylmar Groundwater Basin. Since 2015, the City has provided water to all its customers solely from groundwater extracted from the Sylmar Basin and has not imported water from its annual allocation of 629 acre-feet from the MWD), which is the City's backup source of water. The City's groundwater rights allow for pumping up to 3,750 acre-feet per year from the Sylmar Basin. Annual extractions in recent years have been approximately 2,800 acre-feet per year.

Although, the City still has an additional 25% capacity available to extract groundwater, extreme heat and excessively dry soils create conditions that could impede the infiltration of surface water in the future and reduce the amount of groundwater available in the Sylmar basin and other nearby groundwater basins.

San Fernando has been a leader in water conservation as water demand in the City has decreased by 27% since 2008 – from 138 gallons per capita per day (gpcd) in 2008 to 101 gpcd in 2020. This compares with an average of 121 gpcd statewide and 107 gpcd for the South Coast region, which includes the County of Los Angeles. While the City has outperformed regional and state averages, there is still more that needs to be done to meet California's stated goal of 50 gpcd by 2030.

Working with the Green City/Street and Parkway Trees Ad Hoc Committee and the City's MWD representative, staff recommends implementing voluntary conservation measures that can help reduce water use by another 10% and move the City closer to the 50 gpcd goal. These measures include:

- Prepare educational outreach materials that provide guidance on steps that the community can take in reducing daily consumption. An example of these materials from 2015 is shown in Attachment "B."
- Develop landscape guidelines for residents and businesses that encourage the use of native and drought tolerant materials.

**Consideration to Adopt a Resolution Declaring a Multi-Year Drought Emergency and Implementation of Voluntary Conservation Measures in the City of San Fernando**

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- Promote federal, state and local programs, including through the City's membership of MWD, that highlight rebates for water-efficient plumbing fixtures and other financial incentives that are available to the City's water customers.

At its November 2021 Board of Directors meeting, MWD will be asking member agencies to adopt mandatory conservation measures and discussing new rebate programs to promote water savings in homes and businesses. Staff will work with its MWD board representative to promote rebates in the City, once any decisions are made regarding new programs.

**BUDGET IMPACT:**

Estimated costs related to the production and delivery of the educational outreach materials are approximately \$7,500, which are incorporated into the Water Fund's department supplies line item in the adopted Fiscal Year 2021-2022 budget.

**CONCLUSION:**

Staff recommends that the City Council adopt the attached Resolution declaring multi-year drought conditions for the region and provide direction on the different steps that can be implemented to promote a voluntary ten percent reduction in water usage throughout the City.

**ATTACHMENTS:**

- A. Resolution No. 8105
- B. Water Conservation Educational Flier (from 2015)

**RESOLUTION NO. 8105**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DECLARING A MULTI-YEAR DROUGHT EMERGENCY AND IMPLEMENTING VOLUNTARY WATER CONSERVATION MEASURES**

**WHEREAS**, the City of San Fernando ("The City") owns and operates its own water system and is the only disadvantaged community that is entirely represented as a member agency of the Metropolitan Water District of Southern California ("MWD"); and

**WHEREAS**, the City of San Fernando's two main sources of water, 1) local groundwater, and 2) imported water through MWD, face continuing drought conditions; and

**WHEREAS**, hydrological conditions in the Colorado River system and in California are at historically low levels, triggering the first ever shortage declared by the United States Department of the Interior; and

**WHEREAS**, extreme heat and exceptionally dry soils have depleted run-off and natural replenishment of groundwater in the Sylmar Basin, along the Colorado River, and in the Northern Sierra; and

**WHEREAS**, the City of San Fernando relies primarily on groundwater from the Sylmar Basin to supply water to residents and businesses; and

**WHEREAS**, although Southern California storage reserves are significant, statewide storage reserves in Lake Powell, Lake Mead and Lake Oroville, which accounts for fifty-percent (50%) of Southern California's supply, are in record low conditions; and

**WHEREAS**, the California Department of Water Resources State Water Project Table A Allocation has already been set to zero at the onset of the new water year that begins on October 1, 2021 through September 30, 2022; and

**WHEREAS**, this is the first time in history that DWR has ever set the allocation to zero; and

**WHEREAS**, the Metropolitan Water District of Southern California has also issued a Drought Emergency Resolution raising the potential for shortage allocations to its member agencies, including the City of San Fernando; and

**WHEREAS**, MWD and its member agencies have spent \$1.5 billion to encourage and, in certain cases, mandate conservation to reduce projected demand for imported water by over 3 million acre-feet in 2020, to 1.6 million acre-feet, with additional storage of unused supplies of about 1 million acre-feet; and

**WHEREAS**, the City of San Fernando's residents have maintained water supply demands at least fifteen percent below 2013 levels when the last drought began and have reduced per capita usage by twenty-seven percent since 2008 (Water Demand: in 2008 - 138 gpcd; in 2013 - 126 gpcd; and in 2020 - 101 gpcd); and

**WHEREAS**, the State goal for per capita water usage by 2030 is 50 gallons per capita per day (gpcd); and

**WHEREAS**, on July 8, 2021, Governor Gavin Newsom has requested voluntary conservation measures in most counties in California to reduce demands to fifteen percent below 2020 levels under Executive Order N-10-21 and issued a proclamation on October 19, 2021 to extend the voluntary measures statewide; and

**WHEREAS**, the City of San Fernando, as a member of MWD, is leading efforts to recalibrate conservation programs to attain savings, including commercial and institutional facilities; multi-family housing; and aging infrastructure.

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

**SECTION 1.** The City Council declares that the region is in a state of an imminent multi-year drought emergency.

**SECTION 2.** The City Council calls for continued conservation measures and preparations to avert the impacts of the looming extreme weather and shortage conditions.

**SECTION 3.** The City Council strongly encourages its businesses, residents and agency partners to implement all efficiency measures through personal choices of responsible water use, use of existing conservation rebates, and planting of California native and drought tolerant vegetation, landscaping and trees.

**SECTION 4.** The City Council directs its representative to the MWD Board to advance the development of "direct install" conservation programs, including technical training for professional gardeners that service the local communities; as well as deployment of such programs to institutional user and multi-family residential areas.

**SECTION 5.** The City Council also directs its representative to the MWD Board to support budget appropriations, policy initiatives and financial investments in the development of technologies and methods for reducing evaporation rates in open reservoirs, potable reuse of wastewater, and other improvements to regional water storage and transference systems.

**SECTION 6.** The City Council directs City Staff to work with regional partners to customize communication materials, outreach efforts and education programs with residents, businesses, educational institutions, faith-based organizations, and other institutions operating in the City about the developing water crisis and the measures to combat its impacts.

**SECTION 7.** The City Council requests voluntary conservation measures from businesses and residents to reduce water demands ten percent below 2020 levels.

**SECTION 8.** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

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

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

**ATTEST:**

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Julia Fritz, City Clerk



CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8105 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 15<sup>th</sup> day of November, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November 2021.

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Julia Fritz, City Clerk

# Saving Water

**INDOORS** Every drop counts!

*Conserving water is easy; it starts with us changing our habits!*



## TAKE 5 MINUTE SHOWERS:

Educate all family members to do so.

**saves 5-10 GALLONS** a day per person.



## PURCHASE A LOW-FLOW SHOWER-HEAD:

Uses 2-2 1/2 gallons of water per minute.

**saves up to 15 GALLONS** a day per person.



## TURN OFF THE FAUCET WHILE BRUSHING YOUR TEETH OR SHAVING:

**saves 5-10 GALLONS** per day.



## FIX ALL FAUCET LEAKS:

**saves 15-20 GALLONS** per day.



## CHECK YOUR TOILET FOR LEAKS:

Put a few drops of food coloring into the tank, wait thirty minutes. If the food coloring seeps into the bowl you have a leak.

**saves 30-500 GALLONS** per day.



## WASH ONLY FULL LOADS IN THE WASHING MACHINE:

Reduce your laundry load by one load per week.

**saves 30 GALLONS** per load.



## WASH ONLY FULL LOADS IN THE DISH WASHER:

Reduce your dishwasher load by one load per week.

**saves 15 GALLONS** per load.



## CAPTURE THE TAP WATER:

While you wait for the water to get hot in the shower or sink, catch the flow in a bucket or bowl. Use this water on your house plants or in your garden.

**saves 200-300 GALLONS** each month.



## AVOID TAKING BATHS:

If you must, fill your bathtub only halfway: a full bath tub uses 36 gallons of water.

**saves 18 GALLONS** per person.



## REPLACE FIXTURES:

If the fixtures in your home were installed before 1992, there's a good chance you could save water by replacing them.

# Saving Water

**OUTDOORS** Less is more.

*60% of household water is used for landscaping.*



## CHECK YOUR IRRIGATION SYSTEM:

Repair leaks, replace damaged sprinkler heads, and adjust sprinklers to avoid over-spray.

**saves 500 GALLONS** per month.



## DO NOT HOSE DOWN DRIVEWAYS, PATIOS, STAIRS OR WALKWAYS:

Use a broom or blower instead.

**saves 150 GALLONS** each time.



## DON'T LEAVE THE HOSE RUNNING WHILE WASHING YOUR CAR:

Use a nozzle with an automatic shut off and a sponge and pail of soapy water.

**saves 10 GALLONS** per day.



## PUT A LAYER OF MULCH AROUND TREES AND PLANTS:

2-3 inches of mulch will help hold the moisture in the ground and cool the root systems. Leave a six inch space between mulch and plant.

**saves 750 GALLONS** per month.



## SET YOUR LAWN MOWER BLADES HIGHER:

Set blade heights at 2 or 3 inches. Longer grass blades will reduce evaporation and shade the roots.

**saves 500 GALLONS** per month.



## STEP ON YOUR GRASS AND SEE IF IT SPRINGS BACK WHEN YOU LIFT YOUR FOOT:

If the grass springs back, no need to water today.

**saves 750-1500 GALLONS** per month.



## USE A POOL COVER FOR YOUR SWIMMING POOL:

This can reduce evaporation.

**saves 30 GALLONS** per day.



## INSTALL A DRIP IRRIGATION SYSTEM:

A low-volume water irrigation system uses less water.

**saves over 250 GALLONS** a month.



ATTACHMENT "B"



## IF RAIN IS IN THE FORECAST:

Turn off sprinklers two days before the rain and keep them turned off two days after.



## IN THE WINTER:

Water your landscapes only one day a week.



## WATER YOUR LANDSCAPES THREE DAYS A WEEK:

Water for no more than 10 minutes at each watering station.

## Increase water conservation efforts and decrease water consumption.

California is in a drought of epic proportions. In 2014 we set new records for the driest year with the highest temperatures. Reservoirs are still at near-record lows and it will take a lot more than rain and snow to replenish California's water supplies.

To anonymously report water waste, email us at [pwdispatch@sfcity.org](mailto:pwdispatch@sfcity.org) or phone (818) 898-1293.

For additional water conservation information visit

[www.sfcity.org](http://www.sfcity.org) & [www.saveourh2o.org](http://www.saveourh2o.org)

For conservation rebate programs go to

[www.bewaterwise.com](http://www.bewaterwise.com) & [www.sanfernandocalifornia.org](http://www.sanfernandocalifornia.org)

# Ahorre agua

## EN EL INTERIOR ¡Cada gota cuenta!

*Es fácil ahorrar agua; ¡comienza cuando cambiamos nuestros hábitos!*



**TOME BAÑOS DE REGADERA DE 5 MINUTOS:**  
Eduque a todos los miembros de la familia para que lo hagan.  
**se ahorran 5-10 GALONES** al día por persona.



**COMPRA UN CABEZAL DE REGADERA DE FLUJO BAJO:**  
Usa 2-2 1/2 galones de agua por minuto.  
**se ahorran hasta 15 GALONES** al día por persona.



**CIERRE EL GRIFO AL CEPILLARSE LOS DIENTES O AL AFEITARSE:**  
**se ahorran 5-10 GALONES** al día.



**REPARE TODAS LAS FUGAS DE LOS GRIFOS:**  
**se ahorran 15-20 GALONES** al día.



**REVISE QUE SU ESCUSADO NO TENGA FUGAS:**  
Ponga unas gotas de colorante para alimentos en el tanque y espere 30 minutos. Si el colorante se filtra a la taza del escusado, hay una fuga.  
**se ahorran 30-500 GALONES** al día.



**LAVE SOLO CARGAS COMPLETAS EN LA LAVADORA:**  
Reduzca el lavado de ropa a una carga por semana.  
**se ahorran 30 GALONES** por carga.



**LAVE SOLO CARGAS COMPLETAS EN EL LAVAPLATOS:**  
Reduzca el lavado de vajilla a una carga por semana.  
**se ahorran 15 GALONES** por carga.



**NO DESPERDICIE EL AGUA DE LA LLAVE:**  
Mientras espera que el agua de la regadera o del fregadero se caliente, recoja el flujo en una cubeta o tazón. Use esta agua para las plantas de su casa o de su jardín.  
**se ahorran 200-300 GALONES** cada mes.



**EVITE TOMAR BAÑOS DE TINA:**  
Si debe hacerlo, llene solo la mitad de la tina: para llenar la tina se requieren 36 galones de agua.  
**se ahorran 18 GALONES** por persona.



**REEMPLACE LOS CONECTORES:**  
Si los conectores de su casa se instalaron antes de 1992, es muy probable que pueda ahorrar agua si los reemplaza.

# Ahorre agua

## EN EL EXTERIOR Menos es más.

*El 60% del agua que se usa en su casa es para los jardines.*



**REVISE SU SISTEMA DE IRRIGACIÓN:**  
Repare fugas, reemplace los cabezales dañados de los aspersores y ajuste los aspersores para evitar excesos.  
**se ahorran 500 GALONES** por mes.



**NO LAVE CON REGADERA CAMINOS DE ACCESO, PATIOS, ESCALERAS NI PASILLOS:**  
Use una escoba o sistema de soplado para hacerlo.  
**se ahorran 150 GALONES** cada vez.



**NO DEJE QUE EL AGUA SALGA DE LA MANGUERA MIENTRAS LAVA SU AUTO.**  
Use una boquilla de cierre automático, una esponja y una cubeta con agua jabonosa.  
**se ahorran 10 GALONES** al día.



**COLOQUE UNA CAPA DE MANTILLO ALREDEDOR DE ÁRBOLES Y PLANTAS:**  
Dos a tres pulgadas de mantillo ayudan a retener la humedad en el suelo y enfrían el sistema de raíces. Deje un espacio de seis pulgadas entre el mantillo y la planta.  
**se ahorran 750 GALONES** por mes.



**AJUSTE LAS CUCHILLAS DE LA PODADORA A MAYOR ALTURA:**  
Ajuste las cuchillas a una altura de 2 a 3 pulgadas. El césped más alto reducirá la evaporación y protegerá las raíces.  
**se ahorran 500 GALONES** por mes.



**PISE EL CÉSPED Y VEA SI SE LEVANTA CUANDO RETIRA EL PIE:**  
Si el césped se levanta, no hay necesidad de regar.  
**se ahorran 750-1500 GALONES** por mes.



**TAPE SU PISCINA CON UNA CUBIERTA:**  
Esto puede reducir la evaporación.  
**se ahorran 30 GALONES** al día.



**INSTALE UN SISTEMA DE IRRIGACIÓN POR GOTEO:**  
Un sistema de irrigación de bajo volumen usa menos agua.  
**se ahorran más de 250 GALONES** al mes.



# SAN FERNANDO



**SI HAY PRONÓSTICO DE LLUVIA:**  
Cierre los aspersores dos días antes de la lluvia y manténgalos cerrados dos días después.



**EN EL INVIERNO:**  
Riegue sus jardines solo una vez a la semana.



**RIEGUE SUS JARDINES TRES DÍAS A LA SEMANA:**  
Riegue durante diez minutos por cada estación de riego.

## Aumente sus esfuerzos por conservar agua y disminuya el consumo de agua

California esta en una sequia de proporciones epicas. El 2014 se registro como uno de los años mas secos y con altas temperaturas. Los tanques aun estan a baja reservas y se ocupara mas de solo lluvia y nieve para rellenar el subministro de agua en California.

Para reportar anonimamente el deperdicio de agua, escriba al [pwdispatch@sfcity.org](mailto:pwdispatch@sfcity.org) o llame al (818) 898-1293

Para mas informacion sobre la conservacion de agua visite [www.sfcity.org](http://www.sfcity.org) o [www.saveourh2o.org](http://www.saveourh2o.org)

Para informacion sobre reembolsos visite [www.bewaterwise.com](http://www.bewaterwise.com) o [www.saveourh2o.org](http://www.saveourh2o.org)

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** November 15, 2021

**Subject:** Presentation and Discussion Regarding Illegal Dumping Activities in the City

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Receive and file this informational report, and
- b. Provide direction to staff, as necessary.

### **BACKGROUND:**

1. Illegal dumping has been an ongoing issue in the City, but there has been an increase in activity during the COVID-19 pandemic. This appears to be a trend for many other municipalities around the County of Los Angeles.
2. On October 25, 2021, the Beautification Ad Hoc Committee met and discussed cleanup efforts in the City, including efforts to address illegal dumping.

### **ANALYSIS:**

Since June 2020, there have been approximately 1,650 illegally dumped bulky items called in by residents and business owners. These tend to be large, heavy items left in street parkways, such as tables, mattresses, chairs, bedroom furniture, and appliances. Bulky items are picked up once a week through the City's contract with its solid waste hauler, Republic Services (Republic). In addition to these legally scheduled bulky items, Public Works staff regularly pick up illegally-dumped items left in the trash enclosures with the Downtown mall and other areas in the public right-of-way.

## **Presentation and Discussion Regarding Illegal Dumping Activities in the City**

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Beginning in June 2021, two shifts of two Public Works Maintenance Workers were created to help with the increase in illegal dumping. These teams go out to pick-up bulky items left in the parkways on other days of the week (typically Monday and Wednesday) to supplement the regular pick ups conducted by Republic on Thursdays.

Based on data collected over the last 18 months, it is estimated that approximately 10 separate illegal dumping events are occurring each day within City parkways, alleys, and Downtown Mall enclosures. Republic is managing roughly half of these dumping events, but Public Works staff spend a total of approximately 1,000 hours a year addressing illegal dumping. Many of these hours are performed through overtime shifts, but items that require immediate pick-up due to safety concerns often pull staff away from other critical maintenance work in the City. This pick-up work is difficult due to the large size of items being dumped and requires staff to take extra precautions to prevent lifting injuries, as well as exposure to potentially unsanitary items. The items are taken to the City Yard and left in large disposal bins that are serviced by Republic. Additional hours are spent each week by workers using heavy equipment to crush and compact the bulky waste at the City Yard. Between staff hours and disposal fees with Republic, it is estimated that up to \$100,000 a year is spent managing illegally-dumped bulky waste.

### Potential remedies to curtail illegal dumping activity.

At its October 25, 2021 meeting, the Beautification Ad Hoc discussed the idea of installing signage in areas around the City where illegal dumping is prevalent. These signs would not just mention the prohibition of illegal dumping, but would also include the amount of the fines as a deterrent. The current fine schedule for illegal dumping is \$200, \$500, and \$750 for first, second, and third offenses, respectively. The Ad Hoc suggested bringing a discussion to City Council on increasing these fines. Once a fine schedule is confirmed, signs showing the penalties for illegal dumping can be installed for approximately \$75 per location.

Other remedies include educational outreach to residents on the free opportunities to have bulky items picked up, as well as the quarterly drop-off events that are available at the Civic Center Parking Lot next to City Hall. Republic regularly advertises these opportunities in their bills and newsletters to customers, but many residents still remain unaware. Regular communication from the City through social media and email blasts and rotating these events through other neighborhoods could help to bring new awareness to these free disposal events. Regular frequency and repetition of the message could assist in reducing the occurrences of illegal dumping.



## **Presentation and Discussion Regarding Illegal Dumping Activities in the City**

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### Safer and more efficient pick-up activity.

As mentioned above, it takes two workers to manage the pick-up of these larger items. They are typically heavy and cumbersome in size and can be difficult to load into and out of the truck. Some items can also be in an unsanitary condition. Staff is currently researching a special dump truck equipped with a mechanical grabbing arm that can pick the items to load them into the truck. The items can then be dumped out of the truck at the yard through hydraulic dumping action. The advantages of purchasing this special vehicle, known as a grapple dump truck, are many. First, it protects Public Works staff from potential lifting injuries or unsafe exposures to bulky waste. Second, it will require just one worker to operate, which greatly reduces the required hours to pick-up and dispose of the waste. Finally, as an added benefit, this type of truck can be used in other regular Public Works maintenance operations such as tree trimming.

### **BUDGET IMPACT:**

There is no budget impact for receiving and filing this informational report. Costs associated with installing signage once an illegal dumping fine schedule is confirmed would be approximately \$7,500 for placing up to 100 signs in hot-spot locations around the City. Staff and disposal costs for current management of illegal dumping are incorporated into the approved Public Works operations division budget. The grapple dump truck is not in the adopted Fiscal Year 2021-2022 budget, but staff will complete research on the cost and will present as part of future budget cycles.

### **CONCLUSION:**

Staff recommends that the City Council receive and file this informational report and provide staff with direction, as necessary. It is intended to provide the City Council with an overview of the issue of illegal dumping in the City and to promote discussion on the potential remedies outlined in the report.

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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

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

**Date:** November 15, 2021

**Subject:** Consideration to Adopt a Resolution Authorizing the Filing of a Grant Application to the Los Angeles County Regional Park and Open Space District for Measure A Funding for The Pioneer Park Playground Renovation Project

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8103 (Attachment "A") authorizing the filing of a grant application to Los Angeles County Regional Park and Open Space District (RPOSD) for Measure A funding to fund the Pioneer Park Playground Renovation Project;
- b. Authorize the City Manager to accept the grant funds, upon award;
- c. Authorize the City Manager or designee, to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- d. Upon full execution of all grant-related documents, authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds.

### BACKGROUND:

1. Since 1992, the Los Angeles County Regional Park and Open Space District (RPOSD) has awarded grant funds for more than 1,500 projects for parks, recreational, cultural, and community facilities as well as beaches and open space lands throughout the county. Funding for such projects was generated through the 1996 Proposition A, which expired in 2019.
2. On November 8, 2016, the electorate approved the Los Angeles County Safe, Clean Neighborhood Park, Open Space, Beaches, River Protection, and Water Conservation Measure (Measure A). The passage of Measure A ensured that parks, open spaces, beaches, and waterways were built and protected for future generations. Measure A does not sunset.

**Consideration to Adopt a Resolution Authorizing the Filing of a Grant Application to the Los Angeles County Regional Park and Open Space District for Measure A Funding for The Pioneer Park Playground Renovation Project**

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3. On February 5, 2018, the City Council adopted the Parks and Recreation Master Plan (PMP) as an instrument for developing a comprehensive vision for the park facility improvements and recreational programs offered to the residents of San Fernando. The PMP identified multiple park improvements that needed to be addressed in order to maintain the continuity of recreational programs and services for the community.
4. On September 15, 2020, the Parks, Wellness and Recreation Commission (PWRC) reviewed potential renovation projects, provided feedback and prioritized three capital projects that grant funds could help renovate. The projects included renovation of: the Pioneer Park playground (ranked #1), the walking path lighting at Las Palmas Park (ranked #2) and the Recreation Park roof (ranked #3).
5. On October 19, 2020, the City Council concurred with the recommendation made by the PWRC to renovate the Pioneer Park playground and authorized staff to submit a grant application to the State of California Department of Parks and Recreation for Per Capita Grant Program. Based on the Per Capita Grant Program and the Urbanized City allocation rate, the City of San Fernando was eligible for \$192,905 in Per Capita funds.
6. On August 17, 2021, the City and the State executed an agreement for the Per Capita funds. Soon after, staff began developing a scope for the renovation of the Pioneer Park playground. The initial discoveries of the projected determined that the Per Capita funds were insufficient to complete the renovations. Staff began to look for additional funding resources.

**ANALYSIS:**

As Proposition A came to an end, Los Angeles County launched a Countywide Parks and Recreation Needs Assessment (PNA) to determine park needs countywide. The PNA included a countywide inventory of parks, analysis of park needs, and community engagement process. The PNA established the boundaries of 188 Study Areas in the county and determined the level of park needs in each area.

The PNA provided documentation of existing parks and recreation facilities in cities and unincorporated communities to be used as data to determine the scope, scale, and location of neighborhood park needs in Los Angeles County. This collaborative effort led to the formation of study areas determined by High and Very High Park Need, guiding multiple significant aspects in the formulation and design of Measure A towards park equity, including its needs-based hybrid approach to funding through formula-based allocations and competitive grants. The City of San Fernando was designated Study Area 87 and was found to be a High Park need area.

## **Consideration to Adopt a Resolution Authorizing the Filing of a Grant Application to the Los Angeles County Regional Park and Open Space District for Measure A Funding for The Pioneer Park Playground Renovation Project**

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Measure A was drafted to meet current and future park needs, and its content reflects the findings of the PNA. The Measure is an annual parcel tax of 1.5 cents per square foot of improved property, and includes both formula-based allocations to Study Areas and competitive grants that are open to public agencies, non-profit organizations, and schools. The annual allocations are available to eligible agencies on an ongoing basis that can be spent in the year they are available, or saved for a defined number of years. The City selected to bank its annual allocations until a reserve was built to have an impact on a given renovation project.

The PMP builds on previous planning efforts (City's General Plan of 1987 and Parks Action Plan of 1992) to provide an up-to-date understanding of the current and future recreational needs and opportunities within the City. A major component of the PMP is the Recreation Facility Assessment of the City's park system.

The purpose of the assessment was to determine current recreational facility needs by identifying needs that were being met and those that were unmet. The tools used to gauge the community needs included telephone surveys, community workshops, sports organization questionnaires, and stakeholder interviews. Other factors used in the analysis were service area, park acreage and the demand on a recreational facility.

Both the City's PMP and the County's PNA identified the need to repair and replace the recreational features of the City's parks. The Pioneer Park playground was classified as an extremely poor park amenity that needed replacement. Upon approval from the City Council, Recreation and Community Services staff will prepare and file a grant application to the Measure A Community-Based Park Investment Program to augment the State Per Capita grant funds already allocated to the Pioneer Park Playground Renovation Project. The scope of the Pioneer Park playground renovation will include the following:

- Removing the existing play equipment.
- Installing inclusive ADA accessible playground equipment.
- Install shading.
- Replace the safety surface.
- Install outdoor exercise equipment.

### **BUDGET IMPACT:**

The Recreation and Community Service Grant (Fund 010) has \$192,905 appropriated in Fiscal Year 2021-2022 for the Pioneer Playground Renovation Project. The Community-Based Park Investment grant funds will supplement the project's budget by \$180,000. The combined budget for the Pioneer Playground Renovation project will be \$372,905.

**Consideration to Adopt a Resolution Authorizing the Filing of a Grant Application to the Los Angeles County Regional Park and Open Space District for Measure A Funding for The Pioneer Park Playground Renovation Project**

Page 4 of 4

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The Measure A grant does not require a match whereas the State's Per Capita grant (\$192,905) requires a 20% match. The match (\$38,581) may be in the form of local funds, in-house employee services and/or volunteer labor. The Measure A grant are considered local funds (i.e. Los Angeles County) and may be applied towards the Per Capita grant match.

**CONCLUSION:**

It is recommended that the City Council adopt the proposed resolution authorizing the filing of a grant application for RPOSD Measure A funding, authorize the City Manager to accept the grant funds and execute all related grant documents required for receiving grant funds pursuant to the terms and conditions of the grant, and authorize the City Manager to amend the revenue and expenditure budgets to appropriate the grant funds, if awarded.

**ATTACHMENT:**

A. Resolution No. 8103



**RESOLUTION NO. 8103**

**A RESOLUTION OF THE CITY OF SAN FERNANDO, CALIFORNIA,  
APPROVING THE FILING OF AN APPLICATION FOR GRANT FUNDS FROM  
THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
FOR MEASURE A FUNDING FOR THE PIONEER PARK PLAYGROUND  
RENOVATION PROJECT**

**WHEREAS**, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

**WHEREAS**, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

**WHEREAS**, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

**WHEREAS**, the District's policies and procedures require the governing body of the City of San Fernando to approve of the filing of an application before submission of said application to the District; and

**WHEREAS**, said application contains assurances that the City San Fernando must comply with; and

**WHEREAS**, the City of San Fernando will enter into Agreement with the District to provide funds for The Pioneer Playground Renovation Project.

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

**SECTION 1.** Approves the filing of an application with the Los Angeles County Regional Park and Open Space District for Measure A Funds for the above-named project or program; and

**SECTION 2.** Certifies that the City of San Fernando understands the assurances and will comply with the assurances in the application form; and

**SECTION 3.** Appoints the City Manager, or designee (Director of Recreation and Community Services), to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

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

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

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Sylvia Ballin, Mayor of the City of San Fernando

**ATTEST:**

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Julian Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8103, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof, held on the 15<sup>th</sup> day of October, 2021, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November 2021.

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Julia Fritz, City Clerk

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## AGENDA REPORT

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**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Councilmember Hector A. Pacheco

**Date:** November 15, 2021

**Subject:** Consideration and Discussion Regarding Sustainable San Fernando: A California Native Trees and Plants Policy Direction

### **RECOMMENDATION:**

I have placed this on the agenda for City Council discussion and consideration regarding a Sustainable San Fernando: A California Native Tree and Plants Policy (Attachment "A") and direct staff to develop and implement a California native-only tree and plant policy that requires all new plantings to be California (CA) native-plants and where native-plants cannot be reasonably secured, drought-tolerant options should be considered.

### **BACKGROUND:**

On November 1, 2021, the City Council requested that the item be tabled for discussion to the November 15, 2021 City Council meeting in order to include all Councilmembers, as Councilmember Cindy Montañez was absent, and directed staff to invite subject matter experts to be available to respond to questions.

### **ANALYSIS:**

This Analysis section has been provided by Councilmember Pacheco as part of the Request to Agendize an Item for City Council Discussion form (Attachment "A"):

The benefits of a Sustainable San Fernando: A California Native Tree and Plants policy, include but are not limited to:

- a. Significant savings in water as CA native plants are more sustainably adapted to our climate; drought-tolerant, native plants can use up to 85 percent less water per year than other plants; once established, CA native plants require significantly less additional watering, sometimes none, which would save the City significant amounts of capital associated with water over the next ten years and longer;

## **Consideration and Discussion Regarding Sustainable San Fernando: A California Native Trees and Plants Policy Direction**

Page 2 of 2

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- b. Maintenance of CA native plants is dramatically less than other plants, and the City would incur significant savings in costs and labor, and offers substantial relief to our Public Works Department; CA native plants have a better chance of survival as they are better adapted to our climate, and thus would also save the City in replacement costs;
- c. CA native plants require no pesticides, improving our environmental health, allowing natural pest control and removing the risks that pesticides of entering our water table and harming our residents and businesses or local wildlife;
- d. Myriad biodiversity and ecological benefits that include attracting helpful pollinating insects like bees, butterflies and birds, offering tertiary benefits to home gardens in greater yields and better pest management; and
- e. Less waste in landfills as less green waste is produced.

The City of San Fernando can reap vast benefits from implementing a CA native-only policy for our new trees and plants citywide. We can rest assured we are implementing our own special sense of belonging in the long history of environmental and biological culture of California. We can leave our children and future generations an all around better and more sustainable habitat and climate while saving the City incalculable time and money over the years. Indeed, if we had implemented a CA native-only policy citywide since inception, our habitat would be immeasurably more sustainable, our savings in water and maintenance would have been substantial, and our local environment would have been significantly improved. That is why there is no time to waste on implementing a policy that saves money, is water-wise, eases the burden on maintenance staff, and secures a more sustainable future.

### **BUDGET IMPACT:**

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

### **ATTACHMENT:**

- A. Request to Agendize an Item for Discussion/Consideration



## REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

### CITY COUNCILMEMBER INFORMATION

NAME Hector A. Pacheco	TITLE Councilman
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### ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Sustainable San Fernando: A California Native Trees and Plants Policy Direction

#### PRIORITIES

*Is this included in the current FY priorities?*

☒ Yes    ☐ No

#### BUDGET

*Is this a budgeted item?*

☐ Yes    ☐ No

#### FISCAL IMPACT

*Is there a fiscal impact? If yes, indicate amount.*

☒ Yes    ☐ No    \$TBD

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes    ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*

City Council should direct staff to implement at CA native-only tree and plant policy that requires all new plantings to be CA native plants. Where CA natives cannot be reasonably secured, drought-tolerant options should be considered.

Propose a CA native-only tree, shrub and vegetation-planting policy for all new plantings conducted by City staff. Such a policy would require staff to seek out CA native-only options for parkways, parks, landscaping of City-owned properties, and anywhere that the City is charged with planting and maintaining trees and garden landscaping. More and more plant nurseries have recognized the demand for CA native trees and shrubs and have increased their offerings, which would ease the search for such options. There are bountiful, attractive options for plants and trees that offer vibrance, beauty and sustainability for gardens, parkways and landscapes.

The benefits of such a policy include but are not limited to:

- Significant savings in water as CA native plants are more sustainably adapted to our climate; drought-tolerant, native plants can use up to 85 percent less water per year than other plants; once established, CA native plants require significantly less additional watering, sometimes none, which would save the City significant amounts of capital associated with water over the next ten years and longer;
- Maintenance of CA native plants is dramatically less than other plants, and the City would incur significant savings in costs and labor, and offers substantial relief to our Public Works department; CA native plants have a better chance of survival as they are better adapted to our climate, and thus would also save the City in replacement costs;
- CA native plants require no pesticides, improving our environmental health, allowing natural pest control and removing the risks that pesticides of entering our water table and harming our residents and businesses or local wildlife;
- Myriad biodiversity and ecological benefits that include attracting helpful pollinating insects like bees, butterflies and birds, offering tertiary benefits to home gardens in greater yields and better pest management;
- Less waste in landfills as less green waste is produced

The City of San Fernando can reap vast benefits from implementing a CA native-only policy for our new trees and plants citywide. We can rest assured we are implementing our own special sense of belonging in the long history of environmental and biological culture of California. We can leave our children and future generations an all around better and more sustainable habitat and climate while saving the City incalculable time and money over the years. Indeed, if we had implemented a CA native-only policy citywide since inception, our habitat would be immeasurably more sustainable, our savings in water and maintenance would have been substantial, and our local environment would have been significantly improved. That is why there is no time to waste on implementing a policy that saveAttacs money, is water-wise, eases the burden on maintenance staff, and secures a more sustainable future.



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## AGENDA REPORT

**To:** Mayor Sylvia Ballin and Councilmembers

**From:** Councilmember Celeste Rodriguez

**Date:** November 15, 2021

**Subject:** Discussion and Consideration to Use the City's Low and Moderate Income Housing Funds to Re-establish Low Income Housing Loan and Grant Assistance Programs

### RECOMMENDATION:

I have placed this item on the agenda for the City Council to discuss and consider requesting staff to bring a presentation back to City Council with information on the Low Income Housing Loans/Grants Assistance Programs that the City has provided in the past, and to consider re-establishing those housing loan/grant assistance programs using current Low and Moderate Income Housing Funds.

### BACKGROUND/ANALYSIS:

This section has been provided by Councilmember Rodriguez as part of the Request to Agendize an Item for City Council Discussion form (Attachment "A"):

Due to the economic impacts of COVID, many residents in San Fernando, especially those struggling financially before the pandemic, are in need of assistance for housing safety and stability. To ease the financial burden of ensuring habitability, ADA and other necessary improvements, as well as first time homebuyer down payments, I request that the City Council consider reinstituting housing loan and grant assistance programs using current Low and Moderate Income Housing Funds.

Prior to the elimination of redevelopment funding by the state of California in 2012, the City offered various types of low income housing programs through down payment assistance and rehabilitation loans from Low/Moderate Income Housing Set Aside funds. Since that funding was eliminated, there are no new low income housing funds coming in from the state. However, the City was able to keep Low and Moderate Income Housing Funds that were in the fund balance at the time. According to the City's Finance Department, the cash balance of the Low/Moderate Income Housing Fund as of June 30, 2021 is \$1.9 million, which is available to the City to use for low income housing programs.

**Discussion and Consideration to Use the City's Low and Moderate Income Housing Funds to Re-establish Low Income Housing Loan and Grant Assistance Programs**

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Additionally, there are currently \$420,000 in outstanding rehab loans and \$609,000 in outstanding first time homebuyer (down payment assistance) loans owed to the Low/Mod Income Housing Fund.

Program policy considerations should include, but are not limited to, grant and loan fund amounts (recognizing the increase in construction and home ownership costs), eligibility criteria, and repayment options. These programs have the potential of serving as a revolving loan to continuously support low-income residents in need.

**BUDGET IMPACT:**

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

**ATTACHMENT:**

- A. Request to Agendize an Item for City Council Discussion/Consideration

## REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

### CITY COUNCILMEMBER INFORMATION

NAME Celeste Rodriguez	TITLE Councilmember
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### ITEM INFORMATION

**SUBJECT** *Title of the item you are requesting to be agendized.*

Discussion and Consideration to Use the City's Low and Moderate Income Housing Funds to Re-establish Low Income Housing Loan and Grant Assistance Programs

#### PRIORITIES

*Is this included in the current FY priorities?*

☐ Yes    ☐ No

#### BUDGET

*Is this a budgeted item?*

☐ Yes    ☐ No

#### FISCAL IMPACT

*Is there a fiscal impact? If yes, indicate amount.*

☐ Yes    ☐ No    \$

**BACKGROUND/ANALYSIS** *Provide the reason you are requesting this item be agendized.*

Due to the economic impacts of COVID, many residents in San Fernando, especially those struggling financially before the pandemic, are in need of assistance for housing safety and stability. To ease the financial burden of ensuring habitability, ADA and other necessary improvements, as well as first time homebuyer down payments, I request that the Council consider reinstituting housing loan and grant assistance programs using current Low and Moderate Income Housing Funds.

Prior to the elimination of redevelopment funding by the state of California in 2012, the City offered various types of low income housing programs through down payment assistance and rehabilitation loans from Low/Moderate Income Housing Set Aside funds. Since that funding was eliminated, there are no new low income housing funds coming in from the state. However, the City was able to keep Low and Moderate Income Housing Funds that were in the fund balance at the time. According to the City's Finance Department, the cash balance of the Low/Moderate Income Housing Fund as of June 30, 2021 is \$1.9 million, which is available to the City to use for low income housing programs. Additionally, there are currently \$420,000 in outstanding rehab loans and \$609,000 in outstanding first time homebuyer (down payment assistance) loans owed to the Low/Mod Income Housing Fund.

Program policy considerations should include, but are not limited to, grant and loan fund amounts, recognizing the increase in construction and home ownership costs, eligibility criteria, and repayment options. These programs have the potential of serving as a revolving loan to continuously support low-income residents in need.

**ATTACHMENTS** *Do you have any attachments to include?*

☐ Yes    ☐ No

**RECOMMENDATION** *Indicate the direction you are recommending.*

I recommend City Council directs staff to bring a presentation back to City Council with information on the low income housing loans/grants assistance programs that the City has provided in the past and consider re-establish those housing loan/grant assistance programs using current Low and Moderate Income Housing Funds.