

MAYOR/CHAIR MARY MENDOZA Vice Mayor/Vice Chair Hector A. Pacheco Councilmember/Boardmember Sylvia Ballin Councilmember/Boardmember Cindy Montañez 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, FEBRUARY 7, 2022 - 6:00 PM

CITY HALL COUNCIL CHAMBER 117 MACNEIL STREET SAN FERNANDO, CALIFORNIA 91340 TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361

SPECIAL NOTICE REGARDING COVID-19

NOTICE OF TELECONFERENCE: Pursuant to Adopted Resolution No. 8098 by the City Council of the City of San Fernando, effective January 12, 2022, the City of San Fernando's Legislative Bodies may participate via teleconference and/or video in Accordance with Government Code Section 54953 as permitted under the provisions of Assembly Bill 361

PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING:

Live stream with audio and video, via YouTube Live, at:

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

Note: Comments submitted via YouTube will not be read into the record.

SUBMIT PUBLIC COMMENT IN PERSON:

Members of the public may provide comments in the City Council Chambers during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.

SUBMIT PUBLIC COMMENT VIA EMAIL:

Members of the public may submit comments **by email** to **cityclerk@sfcity.org** no later than **5:00 p.m. the day of the meeting**, to ensure distribution to the City Council prior to consideration of the agenda. Comments received via email will be distributed to the City Council, read into the record, limited to three minutes, and made part of the official public record of the meeting.

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CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT THE MEETING:

Members of the public may call-in between 6:00 p.m. and 6:15 p.m. Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor. Note: This is audio only and no video.

Call-in Telephone Number: (669) 900-6833 Meeting ID: 833 6022 0211 Passcode: 924965

When connecting to the Zoom meeting to speak, you will be placed in a virtual "waiting area," with your audio disabled, until it is your turn to speak and limited to three minutes.

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.

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

Members of the public may **provide comments in the City Council Chambers** during the Public Comments section of the Agenda by submitting a comment card to the City Clerk.



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CONSENT CALENDAR

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

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR:

- a. October 5, 2020 Regular Meeting
- b. November 2, 2020 Regular Meeting
- c. November 16, 2020 Regular Meeting
- d. December 7, 2020 Regular Meeting
- e. March 9, 2021 Special Meeting
- f. March 15, 2021 Regular Meeting
- g. January 12, 2022 Regular Meeting
- h. January 18, 2022 Special Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 22-021 approving the Warrant Register.

3) CONSIDERATION TO ADOPT A RESOLUTION TO FORMALLY DISSOLVE THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY

Recommend that the Board:

- a. Adopt Resolution No. 169 requesting to formally dissolve the Successor Agency to the San Fernando Redevelopment Agency; and
- b. Authorize the Executive Director to execute all related documents and take all necessary actions to effectuate dissolution of the Successor Agency.

4) SECOND READING AND ADOPTION OF ORDINANCE NO. 1705 APPROVING AMENDMENTS TO SECTIONS 90-941 AND 90-942 OF CHAPTER 90 OF THE CITY OF SAN FERNANDO CITY CODE RELATING TO SPEED LIMITS

Recommend that the City Council adopt Ordinance No. 1705 that was introduced for first reading at the City Council meeting of January 18, 2022, in title only and waive further reading, approving amendments to Sections 90-941 and 90-942 of Chapter 90 of the City of San Fernando City Code Relating to Speed Limits.



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5) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF FEBRUARY 12, 2022 TO MARCH 13, 2022, OF THE CITY OF SAN FERNANDO'S LEGISLATIVE BODIES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS OF ASSEMBLY BILL 361

Recommend that the City Council adopt Resolution No. 8119 re-authorizing remote teleconference meetings for the period of February 12, 2022 to March 13, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code Section 54953(E) and other applicable provisions of Assembly Bill 361.

6) CONSIDERATION TO AUTHORIZE SUBMITTAL OF GRANT APPLICATIONS TO THE NATIONAL ENDOWMENT FOR THE ARTS AND THE CALIFORNIA ARTS COUNCIL TO SUPPORT THE MARIACHI MASTER APPRENTICE PROGRAM

Recommend that the City Council:

- a. Authorize the preparation and submittal of a grant application to the National Endowment for the Arts for \$57,000 to support the Mariachi Master Apprentice Program;
- b. Authorize the preparation and submittal of a grant application to the California Arts Council for \$18,000 to support the Mariachi Master Apprentice Program;
- c. Authorize the City Manager to accept the grants, if awarded;
- d. Authorize the City Manager to execute all grant-related documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- e. Upon full execution of all grant-related documents, authorize the City Manager to amend the appropriate Fiscal Year 2023-2024 revenue and expenditure budgets to appropriate the grant funds.

7) CONSIDERATION TO AUTHORIZE THE FORMAL SOLICITATION OF BIDS FOR THE PICO STREET RESURFACING PROJECT

Recommend that the City Council authorize the formal solicitation of bids for the Pico Street Resurfacing Project to be advertised and publicly noticed for no less than 30 days prior to the opening of bids.

8) CONSIDERATION TO APPROVE AN INCREASE TO PURCHASE ORDER NO. 12446 WITH STEP-SAVER CONSULTING SERVICES FOR PURCHASING AND DELIVERY OF SALT FOR USE IN THE NITRATE REMOVAL SYSTEM FOR WELL 7A

Recommend that the City Council:

- Approve an increase to Purchase Order No. 12446 with Step-Saver Consulting Services by \$25,000, to a total of \$50,000, for Purchasing and Delivery of Salt for Use in the Nitrate Removal System for Well 7A; and
- b. Authorize the City Manager, or designee, to execute the increase to the Purchase Order and all related documents.

9) CONSIDERATION TO ACCEPT A COMMUNITY RESILIENCE PROGRAM GRANT FROM THE DR. LUCY JONES CENTER FOR SCIENCE AND SOCIETY AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

Recommend that the City Council:

- a. Accept a grant award in the amount of \$5,000 for the Community Resilience Program from the Dr. Lucy Jones Center for Science and Society;
- b. Adopt Resolution No. 8118 amending the Fiscal Year 2021-2022 Adopted Budget to appropriate the grant funds; and
- c. Authorize the City Manager to execute a Memorandum of Understanding to participate in the Community Resiliency Program (Contract No. 2051) and all related documents.

10) 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.

ADMINISTRATIVE REPORTS

11) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH INVERIS TRAINING SOLUTIONS, INCORPORATED, FOR THE VIRTUAL REALITY (VR-DT) TRAINING SIMULATOR: TWO PERSON FOR LAW ENFORCEMENT TRAINING SYSTEM

Recommend that the City Council:

a. Waive formal bidding requirements and approve a purchase order with InVeris Training Solutions, Inc, for the Virtual Reality Training Simulator: Two Person for Law Enforcement Training System in an amount not-to-exceed \$55,000 ; and



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b. Authorize the City Manager to execute the Purchase Order and all related procurement documents.

12) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR SWEEPING OF CITY-OWNED PARKING LOTS, ALLEYS, AND TRASH ENCLOSURES IN THE DOWNTOWN MALL AREA

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2052) with Karina Sweeping Company, in an amount not to exceed \$82,215 per year for Street Sweeping Services for a three-year term, with a City option to renew for two additional years; and
- b. Authorize the City Manager to execute all related documents.

13) CONSIDERATION AND DISCUSSION REGARDING RE-ESTABLISHING LOW INCOME ASSISTANCE HOME PROGRAMS

Recommend that City Council:

- a. Discuss re-establishing the City's low income assistance home loan programs, including the housing rehabilitation loan program and down payment assistance loan program;
- b. Discuss the staffing resources required to providing affordable housing and homeless services, including the low income home loan programs, rental assistance programs, landlord/tenant services, homeless outreach services, and other related programs and services; and
- c. Provide direction, as appropriate.

14) CONSIDERATION TO APPOINT A TRANSPORTATION AND SAFETY COMMISSIONER

This item was agendized by Councilmember Cindy Montañez.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES



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ADJOURNMENT The meeting will adjourn to its next regular meeting.

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

Julia Fritz, CMC City Clerk Signed and Posted: February 3, 2022 (3:00 p.m.)

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

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's `Internet website <u>www.sfcity.org</u>. 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 <u>www.sfcity.org</u>. 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 <u>cityclerk@sfcity.org</u> at least 48 hours prior to the meeting.



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

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SAN FERNANDO CITY COUNCIL MINUTES

OCTOBER 5, 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 6:05 p.m.

Present:

- Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco, 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, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Mayor Fajardo left the meeting at 6:06 p.m.

PLEDGE OF ALLEGIANCE

Led by Vice Mayor Pacheco

APPROVAL OF AGENDA

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

The motion carried with the following vote:

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

PUBLIC STATEMENTS

City Clerk Fritz read comments submitted by:

Severyn Aszkenazy, Aszkenazy Development expressed his opposition to the Tesla Supercharge Station, Lot 8 project.

PRESENTATION

 A) PRESENTATION BY THE LOS ANGELES UNIFIED SCHOOL DISTRICT ON UPDATES REGARDING THE 2020-2021 SCHOOL YEAR
Los Angeles Unified School District Board Member Kelly Gonez (District 6)

City Council considered Item 10 under Presentations.

10) UPDATE REGARDING THE SIXTH CYCLE REGIONAL HOUSING NEEDS ASSESSMENT DRAFT ALLOCATION

City Council received and filed the report.

CONSENT CALENDAR

Council Member Gonzales pulled Consent Item No. 8 for separate discussion.

Motion by Councilmember Gonzales, seconded by Vice Mayor Pacheco to approve Consent Calendar Items 1 through 7, as presented.

- 1) REQUEST TO APPROVE MEETING MINUTES OF:
 - a. APRIL 8, 2020 SPECIAL MEETING
 - b. MAY 12, 2020 SPECIAL MEETING
 - c. SEPTEMBER 21, 2020 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A LETTER OF AGREEMENT WITH THE SAN FERNANDO MANAGEMENT GROUP RELATED TO THE GOVERNMENT CODE SECTION 20903 RETIREMENT INCENTIVE BENEFIT
- 4) CONSIDERATION TO APPROVE A TRANSFER AGREEMENT WITH THE LOS ANGELES FLOOD CONTROL DISTRICT FOR THE DISBURSEMENT OF FUNDS FOR THE SAFE, CLEAN WATER – MUNICIPAL PROGRAM

- 5) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR THE ANNUAL STREET RESURFACING PROJECT FISCAL YEAR 2018-2019
- 6) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN ROBINSON CONSULTING INCORPORATED FOR THE UPPER RESERVOIR REPLACEMENT ENGINEERING DESIGN SERVICES
- 7) CONSIDERATION TO AUTHORIZE SUBMITTAL OF AN APPLICATION FOR THE LOCAL EARLY ACTION PLANNING GRANTS PROGRAM TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

The motion carried with the following vote:

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

ITEMS PULLED FOR SEPARATE DISCUSSION

8) CONSIDERATION TO RATIFY SAN FERNANDO EXECUTIVE ORDER NO. 2020-09-29 - COVID-19 CITY PARKS OPEN SPACE SERVICE AREA REGULATIONS

Motion by Vice Mayor Pacheco, seconded by Councilmember Mendoza, to approve Consent Calendar Item No. 8, as presented.

The motion carried with the following vote:

ROLL CALLAYES:Mendoza, Gonzales, Ballin, and Pacheco - 4NOES:NoneABSENT:Fajardo - 1ABSTAIN:None

ADMINISTRATIVE REPORTS

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

Assistant City Manager Tim Hou narrated a PowerPoint presentation with an update on COVID-19 response efforts.

Discussion followed regarding permitted and non-permitted activities, educating the community on safety protocol compliance. City Council received and filed the report.

City Council considered Item No. 14 at this juncture.

14) REVIEW AND DISCUSS THE INAUGURAL TEMPORARY MURAL INSTALLATION AND RELATED MURAL AD HOC COMMITTEE RECOMMENDATIONS

City Manager Kimball provided a report and responded to Councilmember questions.

Lalo Garcia, artist, discussed the concepts he submitted; addressed placement, style and colors and spoke about the advantages of installing portable murals.

Motion by Councilmember Gonzales, seconded by Councilmember Ballin, to approve the artist's temporary mural concept, subject to revisions; authorize the City Attorney to prepare a license agreement and authorize the Mural Ad Hoc Committee to approve the final concept.

The motion carried with the following vote:

ROLL CALLAYES:Mendoza, Gonzales, Ballin, and Pacheco - 4NOES:NoneABSENT:Fajardo - 1ABSTAIN:None

Mayor Fajardo returned to the meeting at 8:22 p.m.

City Council considered Item No. 13 at this time.

13) DISCUSSION AND REQUEST FOR DIRECTION OF POTENTIAL OBJECTIVES AND ORGANIZATIONAL STRUCTURES OF A MEASURE "A" ADVISORY COMMITTEE

City Council received and filed the report.

12) INFORMATIONAL REPORT ON THE METHANE LEAK AT THE LOS ANGELES DEPARTMENT OF WATER AND POWER'S VALLEY GENERATING STATION IN SUN VALLEY

City Council received and filed the report.

Mayor Fajardo left the meeting at 9:14 p.m.

15) CONSIDERATION TO ALLOCATE INDEPENDENT CITIES FINANCE AUTHORITY'S COMMUNITY OUTREACH PROGRAM FUNDS

City Manager Kimball presented the report.

Motion by Councilmember Ballin, seconded by Councilmember Mendoza, to approve allocation of Independent Cities Finance Authority's Community Outreach Program funds totaling \$11,000 towards the 100 Year Woman's Right To Vote Mural and adopt Resolution No. 8031 appropriating the funds in the Fiscal Year 2020-2021 Adopted Budget.

The motion carried with the following vote:

ROLL CALLAYES:Mendoza, Gonzales, Ballin, and Pacheco - 4NOES:NoneABSENT:Fajardo - 1ABSTAIN:None

16) DISCUSSION AND CONSIDERATION TO AUTHORIZE THE CITY MANAGER TO SUBMIT A LETTER IN SUPPORT OF HOUSE OF REPRESENTATIVE BILL 8270 "I AM VANESSA GUILLÉN ACT OF 2020" ON BEHALF OF THE CITY COUNCIL TO LOCAL, STATE, AND FEDERAL LEGISLATORS

Councilmember Mendoza presented the staff report.

Motion by Councilmember Mendoza, seconded by Councilmember Gonzales, to authorize the City Manager to send a letter to local, state, and federal legislators expressing the City's support of House of Representatives Bill 8270 (HR 8270) "I am Vanessa Guillén Act of 2020" on behalf of the City Council.

The motion carried with the following vote:

ROLL CALLAYES:Mendoza, Gonzales, Ballin, and Pacheco - 4NOES:NoneABSENT:Fajardo - 1ABSTAIN:None

Mayor Fajardo returned to the meeting at 9:30 p.m.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz briefly commented on election activity updates.

Councilmember Ballin asked about Political Action Committees (PACs) and expressed concerns about a hit piece regarding Councilmember Mendoza and Mayor Fajardo.

City Manager Kimball responded to Councilmember Ballin's question relating to PAC regulations and recommended those interested in seeking further information to contact the Fair Political Practices Commission (FPPC) directly.

Mayor Fajardo left the meeting at 9:40 p.m., and was absent for the remainder of the meeting.

City Manager Kimball announced upcoming agenda items and briefly discussed election campaign guidelines.

Director of Recreation and Community Services Venegas announced the upcoming event Dia de los Muertos and other recreation program activities that are being offered virtually.

Chief of Police Vairo requested adjourning the meeting tonight in memory of Kevin Verde, Radio Operator for Baker-to-Vegas Command Post.

City Council returned to Item No. 11 of the agenda.

11) UPDATE ON HOMELESS OUTREACH IN SAN FERNANDO

City Council received and filed the report.

GENERAL COUNCIL COMMENTS AND LIAISON UPDATES

Councilmember Mendoza reported participating in a recent Library Commission meeting.

Councilmember Ballin discussed election of a Chair at an upcoming meeting of the Metropolitan Water District and encouraged residents to be aware of negative hit pieces distributed by special interest groups and to learn about the candidates. Additionally, she requested agendizing election updates for the next few meetings to occur earlier on the agenda.

Councilmember Gonzales reported he attended a Metro Ad Hoc Committee meeting and noted Metro has released an Environmental Impact Report (EIR).

City Manager Kimball stated that a comprehensive EIR would be presented to the City Council in the near future.

Vice Mayor Pacheco expressed concerns regarding the Metro Light Rail project, spoke about community involvement, mentioned he attended a Tree Ad Hoc Committee meeting and encouraged residents to vote early in the November elections.

ADJOURNMENT (10:00 P.M.)

Motion by Vice Mayor Pacheco, seconded by Councilmember Mendoza, to adjourn the meeting in memory of Kevin Verde, Radio Operator for Baker-to-Vegas Command Post. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 5, 2020, meeting as approved by the San Fernando City Council.

Julia Fritz, CMC City Clerk

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SAN FERNANDO CITY COUNCIL MINUTES

NOVEMBER 2, 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 6:02 p.m.

Present:

- Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco, and Councilmembers Sylvia Ballin 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, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz
- Absent: Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

APPROVAL OF AGENDA

Motion by Mayor Fajardo, seconded by Councilmember Mendoza to approve the agenda, as presented and by consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN

Dee Akemon (via telephone) reported receiving several pieces of mail trying to influence the City's local elections.

City Clerk Fritz read the following public comments received by email:

Leticia Bianchi offered the donation of a Christmas tree to the City in honor of their father, Jose Santana.

Adriana Gomez, on behalf of the San Fernando Mall Association, expressed support for Item No. 5 of the agenda and expressed appreciation for the Santana Family's donation.

Nicholas Cardenas, expressed opposition to the City's agreement with Tesla noting it resulted in a loss of much-needed parking spaces.

PRESENTATION

A) RECEIVE AN INFORMATIONAL PRESENTATION REGARDING THE NOVEMBER 3, 2020, GENERAL ELECTION ACTIVITY UPDATES

City Clerk Julia Fritz narrated a PowerPoint presentation with detailed information regarding the upcoming November 3, 2020, elections.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE MEETING MINUTES OF OCTOBER 19, 2020 SPECIAL MEETING, AS CORRECTED
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE RECORDS OF THE CITY IN ACCORDANCE WITH THE CITY'S RECORDS DESTRUCTION POLICY
- 4) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH VALEO NETWORKS, FORMERLY KNOWN AS SAALEX SOLUTIONS, TO PROVIDE INFORMATION TECHNOLOGY SERVICES
- 5) CONSIDERATION TO ACCEPT A DONATION OF AN EVERGREEN TREE TO PLANT ON THE SAN FERNANDO MALL
- 6) CONSIDERATION TO APPOINT CITY COUNCIL LIAISON TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT
- 7) CONSIDERATION TO APPROVE AN AMENDMENT TO A SIDE LETTER OF AGREEMENT WITH THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION TO RESOLVE IMPACTS OF THE RETIREMENT INCENTIVE BENEFIT AND ADOPT THE RESOLUTION ESTABLISHING THE PUBLIC WORKS TECHNICIAN JOB CLASSIFICATION

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The motion carried with the following roll call vote:

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

ADMINISTRATIVE REPORTS

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

City Manager Kimball narrated a PowerPoint presentation regarding the City's COVID-19 efforts and responded to Councilmember questions. The City Council received and filed the report.

10) DISCUSSION AND CONSIDERATION EXPRESSING OPPOSITION TO PROPOSED STATE LEGISLATION THAT USURPS LOCAL AUTHORITY AND CONTROL AS IT RELATES TO PLANNING AND ZONING AND IMPOSES UNFUNDED MANDATES TO LOCAL JURISDICTIONS

This item was placed on the agenda by Councilmember Mendoza and City Manager Kimball presented the staff report.

Motion by Councilmember Mendoza, seconded by Mayor Fajardo, to direct staff to bring back a resolution to oppose proposed State Legislation regarding local jurisdiction authority and controls related to planning and zoning as it relates to the City of San Fernando.

The motion carried with the following roll call vote:

ROLL CALLAYES:Fajardo, Pacheco, Ballin, Mendoza – 4NOES:NoneABSTAIN:Gonzales - 1ABSENT:None

9) DISCUSSION OF POTENTIAL OPTIONS FOR A WHISTLEBLOWER PROTECTION POLICY

This item was placed on the agenda by Mayor Fajardo and Assistant City Attorney Padilla presented details of the report. By consensus, the City Council continued this item to a future meeting.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Manager Kimball read an email from Officer Mike Delgado regarding "Mou-vember" as a means to raise funds to combat prostate cancer and encouraged residents to participate.

GENERAL COUNCIL COMMENTS AND LIAISON UPDATES

Councilmember Ballin commented on the distribution of negative mailers by special interest Political Action Committees.

Vice Mayor Pacheco reminded the community that tomorrow is Election Day and to be sure to cast their vote.

ADJOURNMENT (7:00 P.M.)

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 2, 2020, meeting as approved by the San Fernando City Council.

Julia Fritz, City Clerk

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SAN FERNANDO CITY COUNCIL MINUTES

NOVEMBER 16, 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 6:41 p.m.

Present:

- Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco (joined at 6:52 p.m.), 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, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: None

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

APPROVAL OF AGENDA

Motion by Mayor Fajardo, seconded by Councilmember Ballin to approve the agenda. The motion carried with Vice Mayor Pacheco absent.

PRESENTATION

- A) EDUCATION COMMISSION CERTIFICATES OF RECOGNITION STUDENTS OF THE MONTH
 - Eric Murguia (Vista Del Valle Dual Language Academy)
 - Izabella Barrera (Social Justice Humanitas Academy)
- B) RECEIVE AN INFORMATIONAL PRESENTATION REGARDING THE NOVEMBER 3, 2020, GENERAL ELECTION ACTIVITY UPDATES

City Clerk Julia Fritz provided an update regarding the recent November 3, 2020, General Election.

Vice Mayor Pacheco joined the meeting at 6:52 p.m.

PUBLIC STATEMENTS – WRITTEN

City Clerk Fritz read statements from the following:

Nanette B. expressed concerns regarding private parties occurring in her neighborhood during the COVID-19 pandemic; reported people are not complying with public health orders and asked for daily updates regarding the number of COVID-19 cases in the City.

Rosa Gutierrez discussed the importance of mental health for immigrant communities and in support of the Immigrants Mental Health Act.

Eduardo Salcedo, Community Administrator, Los Angeles Unified School District, discussed the school districts commitment to reopen as soon as it is safe to do so and offered appointments for COVID-19 testing for students and families.

David Bernal, addressed the review and approval of murals on private property.

Adriana Gomez, opposed the extension of the Memorandum of Understanding for the swap meet property and urged City Council to work with the property owner to develop the site.

Nicholas Cardenas, opposed the extension of the Memorandum of Understanding for the swap meet property and requested an update on the matter.

Christina Bernal, opposed the extension of the Memorandum of Understanding for the swap meet property and urged City Council to work with the property owner to develop the site.

CONSENT CALENDAR

City Manager Kimball pulled Item No. 7 from the Consent Calendar for separate discussion.

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

- 1) REQUEST TO APPROVE MEETING MINUTES OF NOVEMBER 2, 2020 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION UPDATING THE CITY'S CONFLICT OF INTEREST CODE

- 4) CONSIDERATION TO APPROVE CALENDAR YEAR 2021 BUSINESS PERMITS FOR CERTAIN BUSINESS ACTIVITIES AS REQUIRED BY THE CITY CODE
- 5) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR THE LAS PALMAS PARK BANQUET ROOM AND LOBBY RENOVATION PROJECT
- 6) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KOA CORPORATION FOR THE GLENOAKS BOULEVARD RESURFACING AND HIGHWAY IMPROVEMENT SAFETY PROJECT

The motion carried unanimously.

CONSENT ITEM PULLED FOR FURTHER DISCUSSION

7) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION EXPRESSING THE CITY'S SUPPORT FOR CALIFORNIA CITIZENS FOR LOCAL CONTROL AND ACTIONS TO STRENGTHEN LOCAL AUTHORITY AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES

City Manager Kimball introduced the item and discussed recent efforts by several cities to urge SCAG to talk about potential litigation regarding the State's RHNA allocations.

Deputy City Manager/Director of Community Development Tim Hou talked about being contacted by other Southern California cities to join in an effort to submit correspondence to SCAG to discuss recommendations that resulted in a SCAG/RHNA Litigation Committee formulated last fall regarding the final RHNA allocation and methodology.

Motion by Councilmember Mendoza, seconded by Mayor Fajardo, as amended to adopt Resolution No. 8044 and submit a letter in support of efforts made by several cities about potential litigation regarding opposing states legislative actions on the final RHNA allocation and methodology.

The motion carried unanimously.

ADMINISTRATIVE REPORTS

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

City Manager Kimball presented an update regarding the City's COVID-19 efforts and guidelines, testing, the number of cases, deaths, and availability of vaccines. The City Council received and filed the report.

9) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH SAN FERNANDO GATEWAY, LLC, RELATED TO CAPITAL IMPROVEMENTS AND OPERATION OF THE SAN FERNANDO SWAP MEET AT 585 GLENOAKS BOULEVARD

City Manager Kimball presented the staff report and a representative of Robinson Property Group addressed plan concepts and improvements, responded to Councilmember questions and received staff feedback.

Motion by Mayor Fajardo, seconded by Vice Mayor Pacheco to approve a Memorandum of Understanding between the City of San Fernando and San Fernando Gateway, LLC, related to capital improvements and operation of the San Fernando Swap Meet (Contract No. 1971); and authorize the City Manager to execute all related documents.

The motion carried with the following vote:

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

- 10) CRIME STATISTICS UPDATE Item continued to the next regular City Council meeting.
- 11) DISCUSSION OF THE USE OF PROPOSITION 'A' TRANSIT FUNDS DURING FISCAL YEAR 2020-2021

Director of Public Works Baumgardner presentation information regarding use of Proposition A Transit Funds during FY 2020-2021.

Motion by Mayor Fajardo, seconded by Councilmember Gonzales to approve staff recommendation, as amended to authorize Councilmembers the flexibility to contribute his or her funds, a portion of the Proposition 'A' transit funds for Fiscal Year 2020-2021 towards shelters or bench installation sites, as agreed upon by the Councilmember and staff.

The motion carried with the following vote:

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

12) CONSIDERATION TO ADOPT AN ORDINANCE REGULATING THE REVIEW AND APPROVAL OF ART MURALS ON PRIVATE PROPERTY

Mural Ad Hoc Committee members Vice Mayor Pacheco and Councilmember Gonzales presented committee recommendations.

Motion by Councilmember Gonzales and seconded by Councilmember Ballin to introduce for first reading, in title only, and waive further reading of, Ordinance No. 1700 titled, "An Ordinance of the City Council of the City of San Fernando, California, amending Chapter 22 (Businesses) of the San Fernando Municipal Code by the addition of a new Article IX (Art Murals on Private Property);" as amended, to clarify the following provision: "Murals shall only be permitted on 1) properties in commercial, industrial, service commercial, and mixed-use zones that are not zoned exclusively residential, and 2) residential fencing directly adjacent to a city-designated alleyway."; adopt Resolution No. 8042 establishing a Mural Permit Application Fee; and authorize the City Manager to execute all related documents.

The motion carried with the following vote:

ROLL CALLAYES:Fajardo, Pacheco, Ballin, Gonzales, Mendoza - 5NOES:NoneABSTAIN:NoneABSENT:None

13) DISCUSSION OF POTENTIAL OPTIONS FOR A WHISTLEBLOWER PROTECTION POLICY

Assistant City Attorney Padilla presented the staff report and responded to Councilmember questions.

Motion by Councilmember Ballin and seconded by Mayor Fajardo to direct staff to bring back a presentation from the consultant that the City of Santa Monica uses, regarding options along with a potential ordinance or resolution if applicable, to a future City Council meeting date uncertain.

The motion carried with the following vote:

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

14) UPDATE ON BALLOT MEASURE SF INCREASING THE CITY'S EXISTING GENERAL PURPOSE HALF-CENT TRANSACTIONS AND USE TAX

This item was placed on the agenda by Mayor Joel Fajardo.

Mayor Fajardo commented positively on the passing of Measure SF and addressed the increase in revenue and use of the funds.

Councilmember Ballin thanked everyone for supporting the measure and discussed investment of the additional revenue from Measure SF in the City and City services.

City Manager Kimball presented an update on Measure SF; noted it was overwhelmingly supported by San Fernando voters; addressed the effective date and the timeline for receiving the funds and discussed potential Wi-Fi improvements, upgrades in street lighting and increases in the City's labor force for improved public safety and maintenance.

Discussion followed regarding the importance of meeting pension obligations, ensuring goals of the measure are met, cuts in the tree fund during the last budget process and the possibility of reallocating funds back into the tree fund, potentially combining the Tree Ad Hoc and the Green City Ad Hoc committees, and creating a Measure SF oversight committee.

Members of the City Council thanked residents for their support.

City Council gave general direction to staff.

15) UPDATE REGARDING THE ISSUANCE OF PENSION OBLIGATION BONDS AND FILING OF THE JUDICIAL VALIDATION PROCEEDINGS

This item was placed on the agenda by Mayor Joel Fajardo.

Director of Finance Ibanez presented an update regarding the issuance of pension obligation bonds and the filing of the judicial validation proceedings; addressed the timeline and discussed the RFP process. The City Council received and filed the report.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Manager Kimball recognized Deputy City Manager/Director of Community Development Tim Hou on the birth of a daughter and his return from paternity leave.

Deputy City Manager/Director of Community Development Hou recognized Building and Safety Supervisor Francisco Villalva on his retirement after 25 years of service to the City.
Director of Recreation and Community Services Venegas recognized Virginia Diediker on her retirement after 20 years of service to the City and discussed upcoming events.

Director of Public Works Baumgardner provided an update on the methane leaks.

City Manager Kimball addressed upcoming retirements and discussed planning for and scheduling of a swearing in ceremony during an upcoming City Council meeting.

GENERAL COUNCIL COMMENTS AND LIAISON UPDATES

Councilmember Gonzales spoke about consideration of murals on public property, licensing fees and charging a development fee to fund a public art fund, noted he attended the East San Fernando Transportation Board meeting and the Independent Cities Association meeting.

Councilmember Mendoza asked to add consideration of a letter in support of the Immigrants Mental Health Act to City Council's next meeting agenda; thanked and congratulated retirees and urged everyone to stay safe and follow safety protocols.

Councilmember Ballin thanked retirees, and wished them well and discussed a summary she will distribute to the City Clerk for staff and Council regarding the Metropolitan Water District.

Councilmember Gonzalez thanked City staff and Council for their support over the years; stated he would like to donate his Community Investment Funds for a mural in remembrance of Eli Rodriguez and towards a symbol on the welcome sign for the American Legion.

Vice Mayor Pacheco thanked City staff and looked forward to the election results

Mayor Fajardo spoke about the Presidential election.

Vice Mayor Pacheco left the meeting at 10:19 p.m.

ADJOURNMENT (10:21 p.m.)

Motion by Mayor Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 16, 2020, meeting as approved by the San Fernando City Council.

February 7, 2022 CC Regular Meeting



SAN FERNANDO CITY COUNCIL MINUTES

DECEMBER 7, 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 6:00 p.m.

Present:

- Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco, and Councilmembers Sylvia Ballin, Robert C. Gonzales (arrived at 6:04 p.m.) 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, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: None

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

APPROVAL OF AGENDA

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

The motion carried with the following vote:

ROLL CALL	
AYES:	Mendoza, Pacheco, Ballin and Fajardo - 4
NOES:	None
ABSENT:	None
ABSTAIN:	None

Councilmember Robert C. Gonzales joined the meeting at 6:04 p.m.

PRESENTATION

- A) EDUCATION COMMISSION TEACHER SPOTLIGHT RECOGNITION OF SOCIAL JUSTICE HUMANITAS ACADEMY TEACHER DANIEL VAZQUEZ
- B) PRESENTATION OF A CERTIFICATE OF APPRECIATION HONORING A COMMUNITY MEMBER FOR HER YEARS OF COMMUNITY SERVICE TO MARIA CARRILLO
- C) PRESENTATION HONORING RETIREES FOR THEIR YEARS OF SERVICE TO THE CITY OF SAN FERNANDO

PUBLIC STATEMENTS – WRITTEN

City Clerk Fritz read the following submitted public statements from:

Liana Stepanyan, San Fernando Library Manager provided an update of library resources, services and virtual programs that are being offered as a result of COVID-19.

Angel Zobel Rodriguez expressed thanks to Councilmember Gonzales and Mayor Fajardo for their service to the City and the community.

Christian Garcia expressed concerns on financial hardships affecting local businesses and communities due to the COVID-19 pandemic.

Victoria Ianni Garcia expressed concerns on financial hardships affecting local businesses and communities due to the COVID-19 pandemic.

Pueblo Y Salud Organization welcomed Mary Mendoza, Cindy Montañez and Celeste Rodriguez to the City Council and thanked Councilmember Gonzales and Mayor Fajardo for their service to the City and the community.

Secondhand Smoke Organization welcomed Mary Mendoza, Cindy Montañez and Celeste Rodriguez to the San Fernando City Council.

CONSENT CALENDAR

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

- 1) REQUEST TO APPROVE MEETING MINUTES OF NOVEMBER 16, 2020 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF ALCOHOL BEVERAGE CONTROL – OFFICE OF TRAFFIC SAFETY ENFORCEMENT GRANT PROGRAM

- 4) SECOND READING AND ADOPTION OF ORDINANCE NO. 1700 APPROVING AMENDMENTS TO CHAPTER 22 (BUSINESSES) OF THE SAN FERNANDO MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE IX (ART MURALS ON PRIVATE PROPERTY)
- 5) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HOUSEAL LAVIGNE ASSOCIATES, LLC, DBA HOUSEAL LAVIGNE, TO PROVIDE 2021-2029 HOUSING ELEMENT UPDATE TO GENERAL PLAN

The motion carried unanimously.

ADMINISTRATIVE REPORTS

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

A presentation from staff related to the City's COVID-19 efforts was received and filed.

7) ADOPTION OF A RESOLUTION RECITING THE FACT OF THE CITY'S NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION AND DECLARING THE RESULTS OF THE SAME AND CONCURENTLY RATIFY/APPROVE SECOND READING OF THE VOTER-APPROVED ORDINANCE INCREASING THE CITY'S EXISTING GENERAL PURPOSE HALF-CENT TRANSACTIONS (SALES) AND USE TAX BY AN ADDITIONAL QUARTER-PERCENT (1/4%) SUCH THAT THE RATE OF THE CITY'S TRANSACTIONS AND USE TAX WOULD BECOME THREE-QUARTERS OF ONE PERCENT (3/4%); AND ADOPT RESOLUTIONS AUTHORIZING THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION TO ADMINISTER AND COLLECT THE TRANSACTIONS AND USE TAX ON BEHALF OF THE CITY

Members of the City Council expressed their appreciation and thanked Robert C. Gonzales and Joel Fajardo for their years of service to the community.

Councilmember Robert C. Gonzales expressed his gratitude, appreciation and thanked his family, friends, colleagues and the community for their support.

Mayor Joel Fajardo expressed his gratitude, appreciation and thanked his family, friends, colleagues and the community for their support.

Motion by Mayor Fajardo, seconded by Vice Mayor Pacheco to approve:

a. Adopt Resolution No. 8046 reciting the fact of the City's November 3, 2020 General Municipal Election and declaring the results of the same; and

- b. Ratify adoption and second reading voter-approved Ordinance No. 1698, entitled: "An Ordinance of the People of the City of San Fernando, California, Increasing the City's Existing General Purpose Half-Percent (1/2%) Transactions and Use Tax Codified Under Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code to a New Increased Rate of Three-Quarters of One Percent (3/4%)"; and
- c. Adopt Resolution No. 8047 authorizing the California Department of Tax and Fee Administration (CDTFA) to administer and collect the transaction and use tax on behalf of the City; and
- d. Adopt Resolution No. 8048 designating and authorizing the City Manager as the authorized representative to examine confidential transactions and use tax records collected by (CDTFA); and
- e. Authorize the City Manager to execute all related documents.

The motion carried with the following vote:

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

Mayor Joel Fajardo and Councilmember Robert Gonzales left the meeting.

8) PRESENTATION OF CERTIFICATES OF ELECTION AND ADMINISTRATION OF THE OATH OF OFFICE TO NEWLY ELECTED OFFICIALS

The City Clerk presented Certificates of Election and administered the Oath of Office to newly elected officials: Mary Mendoza, Cindy Montañez, and Celeste Rodriguez.

9) ANNUAL REORGANIZATION OF THE CITY COUNCIL – SELECTION OF MAYOR AND VICE MAYOR

City Clerk Fritz presented the staff report and opened nominations for Mayor.

Councilmember Mendoza nominated Sylvia Ballin for Mayor and the motion was seconded by Vice Mayor Pacheco.

There were no other nominations for Mayor.

Motion by Vice Mayor Pacheco, seconded by Councilmember Mendoza, to close nominations. By consensus, the motion carried.

For Sylva Ballin as Mayor, the motion carried with the following vote:

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

City Clerk Fritz announced Sylvia Ballin as Mayor.

City Clerk Fritz opened nominations for Vice Mayor.

Mayor Ballin nominated Mary Mendoza for Vice Mayor.

There were no other nominations for Vice Mayor.

For Mary Mendoza as Vice Mayor, the motion carried with the following vote:

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

City Clerk Fritz announced Mary Mendoza as Vice Mayor.

10) CONSIDERATION OF THE PRESENTATION BY VICE MAYOR HECTOR A. PACHECO RELATED TO CITYWIDE MAINTENANCE STANDARDS AND TRASH SERVICES

This item was placed on the agenda by Vice Mayor Pacheco.

Councilmember Pacheco presented information for discussion.

By consensus, members of the City Council directed staff to take the following actions:

- a. Develop and present recommendations to City Council at a future meeting to accomplish enhanced maintenance citywide, including the Downtown Mall, Maclay corridor, City parks and bike path. Include any enhancement recommendations for personnel and/or equipment that we need to better accomplish trash cleanup;
- Direct staff to draft a report for City Council consideration in January 2021 allocating Measure W funds toward a capital improvement project to construct new trash enclosures and other waste management improvements in the Downtown Mall area (approximately \$196,000 available); and

c. Request an update on trash services from Republic Services at a meeting in January 2021.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Recreation and Community Services Venegas provided information regarding upcoming City events, including but not limited to, the upcoming Virtual Tree Lighting event and progress on a community theater program.

Director of Finance Ibanez mentioned Measure "A" is being reviewed and will be presented during a prescheduled town hall meeting next year.

Director of Public Works Baumgardner talked about the resurfacing project for Glenoaks Boulevard is nearing completion and that staff has been diligently working on incidents caused by extreme winds.

Police Chief Vairo spoke about the Police Department's Annual Christmas Basket Program giveaway event.

City Clerk Fritz expressed congratulations to newly elected Councilmembers Cindy Montañez, Celeste Rodriguez and Mary Mendoza.

Deputy City Manager/Director of Community Development Hou announced that the City was awarded grant funds through the Department of Housing and Community Development for the Local Early Action Planning (LEAP) grant program in the amount of \$150,000.

City Manager Kimball reported that earlier today, he attended the Los Angeles County Metropolitan Transportation Authority (L.A. Metro) Board meeting where the board approved the final Environment Impact Report (EIR) for the East San Fernando Valley Light-Rail Transit Project. He also extended congratulations to newly elected Councilmembers Cindy Montañez, Celeste Rodriguez and Mary Mendoza and newly appointed Mayor Sylvia Ballin.

GENERAL COUNCIL COMMENTS AND LIAISON UPDATES

Councilmember Rodriguez expressed her appreciation and thanked constituents and her family for their support during her candidacy.

Councilmember Montañez expressed her appreciation and thanked constituents and her family for their support during her candidacy.

Councilmember Pacheco extended congratulations to newly elected City Councilmembers Cindy Montañez, Celeste Rodriguez and Mary Mendoza.

Vice Mayor Mendoza expressed thanks to her constituents for their support during her candidacy and to Councilmembers for their vote as Vice Mayor.

Mayor Ballin express thanks to everyone for their support and suggested that recommendations regarding staffing needs, and an informational presentation regarding resources for mental health/illness and suicide prevention be brought back to the City Council at a future meeting.

ADJOURNMENT (10:21 p.m.)

Motion by Councilmember Pacheco, seconded by Vice Mayor Mendoza, to adjourn the meeting. By consensus the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of December 7, 2020 meeting as approved by the San Fernando City Council.

Julia Fritz, City Clerk

February 7, 2022 CC Regular Meeting



CITY OF SAN FERNANDO CITY COUNCIL

MINUTES MARCH 9, 2021 – 5:00 P.M. SPECIAL MEETING

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

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

Present:

- Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez, Hector A. Pacheo, and Celeste T. Rodriguez
- 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 Ibañez, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz

Absent: None

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Montañez, seconded by Councilmember Pacheco to approve the agenda as presented. The motion carried unanimously.

ADMINISTRATIVE REPORTS

1) DISCUSSION AND CONSIDERATION TO AUTHORIZE THE CITY MANAGER TO INITIATE LEGISLATIVE ADVOCACY OUTREACH EFFORTS RELATED TO COVID-19 VACCINATIONS FOR LOCAL RESIDENTS

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

SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – March 9, 2021 Page 2

Members of the City Council discussed San Fernando's COVID-19 vaccination rates continues to be less than average when compared to other communities throughout the County of Los Angeles. Councilmembers spoke about the City's quickly increasing number of positive COVID-19 reported cases and that there is a severe in equity facing residents of San Fernando.

Motion by Mayor Ballin, and seconded by Councilmember Pacheco to approve:

a. Authorize the City Manager to draft a strongly worded letter regarding the in equity of additional resources for San Fernando residents to access COVID-19 vaccinations, addressed to the Governor's Office, by tomorrow, and to share with Senator Hertzberg and Assemblymember Luz Rivas to see if they would like to sign on as well, with the goal of submitting the letter no later than Friday, end of business day. Staff will use the letter to share with Executive staff members and many other partners to request their voice as well (e.g. SEIU, POA, Boards, Commissions, etc.). Through a social media campaign, staff will provide a sample letter along with a list of contact information for local and state legistlators and the Governor's Office, for residents who wish to reach out directed to their elected officials to ask for additional vaccination resources.

The motion carried unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Updates would be provided at the new regular City Council meeting.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Updates would be provided at the new regular City Council meeting.

ADJOURNMENT

Mayor Ballin adjourned the special meeting at 5:52 p.m. to regular City Council Meeting of March 15, 2021.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 9, 2021 special meeting as approved by the San Fernando City Council.

Julia Fritz, CMC City Clerk February 7, 2022 CC Regular Meeting



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

MARCH 15, 2021 – 6:00 P.M. REGULAR MEETING

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

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

Present:

- Council: Mayor Sylvia Ballin, Vice Mayor Mary Mendoza, and Councilmember Cindy Montañez
- Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Chief of Police Anthony Vairo, Deputy City Manager/Director of Community Development Tim Hou, Director of Finance Diego Ibanez, Director of Public Works Matt Baumgardner, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz
- Absent: Councilmember Celeste T. Rodriguez and Councilmember Hector A. Pacheco

PLEDGE OF ALLEGIANCE

Led by City Clerk Fritz

Assistant City Attorney Padilla noted that Councilmembers Rodriguez and Pacheco joined the meeting at 6:02 p.m.

APPROVAL OF AGENDA

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to approve the agenda. By consensus, the motion carried.

PRESENTATIONS

The following presentation was made:

- A) EDUCATION COMMISSION CERTIFICATE OF RECOGNITION STUDENT OF THE MONTH
 - Arlene Gutierrez (Social Justice Humanitas Academy)

PUBLIC STATEMENTS

Public comments received live, that were identified by the caller name or the caller's last 4-digits of their telephone number:

Professor Ruiz spoke about the donation of a Cesar Chavez Commemorative Plaque to be installed in the Cesar Chavez Memorial Transit Plaza.

Ms. Wilson noted corrections to certain statements that were made regarding Adan Ortega.

Arturo Garcia-Mendoza, Field Representative with the offices of Assemblywoman Luz Rivas provided updates on community events.

Public Comments read into the record:

Rocky Peña, spoke about concerns regarding efforts by the City Council on assisting citizens with the effects of COVID-19 and encouraged the Councilmembers to provide additional outreach efforts.

Tommy Elmore, Jr., suggested that the City improve bus stops and transportation efforts that many students will face daily.

Christopher Lopez, commented on the City's existing infrastructure, keeping the City clean, and fixing the cracked asphalt and potholes.

Luis Andrade, recommended that the City budget funds to fix bus stops.

CONSENT CALENDAR

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to approve:

- 1) CONSIDERATION TO APPROVE MINUTES FOR THE MARCH 1, 2021 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ACCEPT THE DONATION OF A COMMEMORATIVE PLAQUE TO BE INSTALLED IN THE CESAR CHAVEZ MEMORIAL TRANSIT PLAZA
- 4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL AUDIT SERVICES WITH VASQUEZ & COMPANY, LLP
- 5) CONSIDERATION TO APPROVE PARTICIPATION IN THE ELECTRONIC CHARGE EVALUATION REQUEST PORTAL WITH THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND APPROVE AN OPERATIONAL AGREEMENT WITH THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

6) CONSIDERATION TO ADOPT A RESOLUTION INITIATING PROCEEDINGS FOR THE FISCAL YEAR 2021-2022 LEVY OF ANNUAL ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND ORDERING THE ENGINEER'S REPORT

The motion carried unanimously.

Motion by Mayor Ballin, and seconded by Councilmember Montañez to reorder the Administrative Report Items 11 and 12 to be heard before Item 7. The motion carried unanimously.

ADMINISTRATIVE REPORTS

11) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER

Councilmember Montañez introduced David Bernal as her representative to be appointed to the Planning and Preservation Commission. Mr. Bernal made brief comments.

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez, to appoint David Bernal as Councilmember Montañez Planning and Preservation Commissioner, beginning March 15, 2021.

The motion carried by the following vote:

Rodriguez, Pacheco, Montañez, Ballin - 4
None
Mendoza - 1
None

12) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER

Councilmember Rodriguez introduced Yvonne Mejia as her representative to be appointed to serve on the Planning and Preservation Commission. Ms. Mejia made brief comments.

Motion by Councilmember Rodriguez, seconded by Councilmember Pacheco, to appoint Yvonne Mejia as Councilmember Rodriguez Planning and Preservation Commissioner, beginning March 15, 2021.

The motion carried by the following vote:

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

7) PRESENTATION AND UPDATE REGARDING COVID-19 RESPONSE EFFORTS

City Manager Kimball presented an update on the City's COVID-19 efforts. The City Council received and filed the report.

8) CRIME STATISTICS UPDATE

The City Council received and filed the Crime Statistics Report presented by Chief of Police Vairo, and suggested to include data on child abuse and traffic safety cases.

9) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL UNDERWRITING SERVICES WITH SAMUEL A. RAMIREZ & CO., INC.

Director of Finance Ibanez presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Montañez, and seconded by Vice Mayor Mendoza to award a Professional Services Agreement (Contract No. 1982) to Samuel A. Ramirez & Co., Inc., to serve as underwriter for the proposed Pension Obligation Bonds, which will be paid a not-to-exceed underwriter's discount or fee equal to \$3.79 per bond or 0.379% of the par value of the bonds to sell the City's POBs to the capital markets; and authorize the City Manager to make non-substantive edits and execute the Agreement and all related documents. The motion carried unanimously.

10) PRESENTATION OF THE MID-YEAR BUDGET REVIEW FOR FISCAL YEAR 2020-2021, ADOPT A RESOLUTION APPROVING MID-YEAR PROPOSED BUDGET ADJUSTMENTS AND REVIEW THE FISCAL YEAR 2021-2022 BUDGET KICKOFF SCHEDULE

City Manager Kimball and Director of Finance Ibanez presented the staff report and replied to questions from Councilmembers.

Motion by Mayor Ballin, and seconded by Vice Mayor Mendoza to adopt Resolution No. 8062 amending the City's Fiscal Year 2020-2021 Budget to include the proposed mid-year changes. The motion carried unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Recreation and Community Services Venegas reported the Park, Wellness and Recreation Commission formed an ad hoc committee to review mural applications, a design for the Veterans Banner Program was selected and the deadline to receive applications for the banner program is April 15.

City Clerk Fritz reported that the Education Commission is in the final stages of scoring and rating student essays for the selections of awardees for the Student Scholarship Program which would be announced at the next Commission meeting, and mentioned that the Deputy City Clerk/Management Analyst recruitment is moving along swiftly.

Director of Public Works Baumgardner reported staff has initiated phase one of the tree planting project occurring along Glenoaks Boulevard between Harding and Hubbard Avenue.

Chief of Police Vairo provided updates on officer recruitments.

Director of Finance Ibanez reported that the town hall meeting for Measure "A" is scheduled for Monday.

Deputy City Manager/Director of Community Development Hou mentioned the Planning and Preservation Commission received a presentation on the City's updated Multi Hazard Mitigation Plan including the Floodplain Management Plan and stated that town hall meetings for the Parking Master Plan and the Housing Element update are being planned with a date to be announced shortly.

City Manager Kimball commented on the mid-year budget and wished everyone a happy Saint Patrick's Day.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Pacheco mentioned that he was unable to attend the ribbon cutting event for Hypebeastkickz shoe store; however, he commented about his visit to the store and extends congratulations on their ribbon cutting event.

Councilmember Rodriguez reported she attended the Mural and Homeless ad hoc meetings and commented on staff recruitments.

Councilmember Montañez reported on updates from the Pension Obligation Bond ad hoc meeting and talked about discussions on formulating the City's strategic plan at the Visionary and Resilience ad hoc committee.

Vice Mayor Mendoza requested that the meeting be adjourned in memory of Ralph Ramirez Perez "Gordy" or "Pastor Ralph" and extends condolences to Julie Cuellar and family.

Mayor Ballin spoke about Pastor Ralph Ramirez Perez and sends her condolences to the Perez family. Mayor Ballin restated her support regarding Mr. Adan Ortega's appointment to the Metropolitan Water District (MWD) Board.

ADJOURNMENT

Mayor Ballin adjourned the meeting at 9:30 p.m. in memory of Pastor Ralph Ramirez Perez "Gordy" to the next regular City Council Meeting of April 1, 2021.

I do hereby certify that the foregoing is a true and correct copy of the minutes of March 15, 2021 meeting as approved by the San Fernando City Council.

Julia Fritz, CMC City Clerk February 7, 2022 CC Regular Meeting



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

JANUARY 12, 2022 – 5:30 P.M. SPECIAL MEETING

CITY HALL COUNCIL CHAMBER COUNCILMEMBER OFFICES COMMUNITY ROOM ADMINISTRATION CONFERENCE ROOM A 117 MACNEIL STREET SAN FERNANDO, CALIFORNIA 91340

<u>CALL TO ORDER/ROLL CALL</u> Vice Mayor Hector A. Pacheco called the meeting to order at 5:30 p.m.

Present:

Council:	Vice Mayor Hector A. Pacheco, Councilmember Cindy Montañez (Community Room) and Councilmember Celeste Rodriguez (Conference Room A)
Absent:	Mayor Mary Mendoza and Councilmember Sylvia Ballin
Staff:	City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Interim/Acting Chief of Police Nichole Hanchett, Director of Public Works Matt Baumgardner, Director of Community Development Kanika Kith, Interim/Acting Director of Finance Sonia Garcia, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to approve the agenda. Motion carries.

PUBLIC STATEMENTS None

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY MINUTES – Special Meeting January 12, 2022 Page 2 of 2

ADMINISTRATIVE REPORTS

 CONSIDERATION AND DISCUSSION TO ADOPT A RESOLUTION AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY OF SAN FERNANDO'S LEGISLATIVE BODIES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS OF ASSEMBLY BILL 361

Vice Mayor Pacheco presented information on the report. City Manager Kimball also presented information and responded to Councilmember questions.

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to adopt Resolution No. 8098 re-authorizing to continue remote teleconference meetings of the City of San Fernando's Legislative bodies for a period of 30 days from January 12, 2022 to February 11, 2022 in compliance with Government Code Section 54953(E) and other applicable provisions of Assembly Bill 361. Motion passes by the following vote:

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

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Manager Kimball provided information on availability of COVID-19 testing and vaccinations being offered at the San Fernando Recreation Park and noted detailed information can be found on the City's website. He also announced the next City Council regular meeting scheduled for January 18, and mentioned the Study Session on the City's Draft Housing and Safety Element will be presented for discussion.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Vice Mayor Pacheco, Councilmember Montañez and Councilmember Rodriguez deferred their comments to the next regular meeting.

ADJOURNMENT (5:43 p.m.)

Vice Mayor Pacheco adjourned the meeting at 5:43 p.m. to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the January 12, 2022, special meeting as approved by the San Fernando City Council. February 7, 2022 CC Regular Meeting



SAN FERNANDO CITY COUNCIL MINUTES

JANUARY 18, 2022 – 5:00 P.M. SPECIAL MEETING

City Hall Council Chambers 117 Macneil Street, San Fernando, CA 91340 TELECONFERENCE – PURSUANT TO PROVISIONS OF ASSEMBLY BILL 361

CALL TO ORDER/ROLL CALL

Mayor Mendoza called the special meeting to order at 5:05 p.m.

Present:

Council:	Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco, and Councilmembers Sylvia Ballin, Cindy Montañez, and Celeste Rodriguez (arrived at 5:22 p.m.)
Staff:	City Manager Nick Kimball and Assistant City Attorney Richard Padilla
Absent:	None

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS - WRITTEN/ORAL None

RECESS TO CLOSED SESSION (5:06 P.M.)

By consensus, Councilmembers recessed to Closed Session.

SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – January 18, 2022 Page 2

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

Designated City Negotiators: City Manager Nick Kimball Employees and Employee Bargaining Units: San Fernando Management Group (SEIU, Local 721) San Fernando Public Employees' Association (SEIU, Local 721) San Fernando Police Officers Association San Fernando Police Officers Association Police Management Unit San Fernando Police Civilian Association San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721) All Unrepresented Employees

B) <u>CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4)</u> ANTICIPATED LITIGATION:

Two (2) Related Matters

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 January 18, 2022, at 5:00 p.m.

Councilmember Rodriguez arrived directly into Closed Session for consideration of Item B of the special meeting agenda.

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 January 18, 2022, Special Meeting, as approved by the San Fernando City Council.

Julia Fritz, CMC City Clerk February 7, 2022 CC Regular Meeting





То:	Mayor Mary Mendoza and Councilmembers
From:	Nick Kimball, City Manager By: Sonia Gomez-Garcia, Interim Director of Finance/City Treasurer
Date:	February 7, 2022
Subject:	Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 22-021 (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. 22-021

RESOLUTION NO. 22-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND / WARRANT REGISTER NO. 22-021

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

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

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

PASSED, APPROVED, AND ADOPTED this 7th day of February, 2022.

Mary Mendoza, 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. 22-021 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 7th day of February, 2022, 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 February, 2022.

Julia Fritz, City Clerk

EXHIBIT "A" RES. NO. 22-021

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vchlist

02/02/2022	11:07:26A	м	CITY OF SAN FER			Page: 1
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225618	2/7/2022	891587 ABLE MAILING INC.	35101		JAN'22-MAILING AND FULFILLMENT SE	
				12444	072-360-0000-4300	98.00
				12444	070-382-0000-4300	98.00
			35102		DEC'21-WATER ENVELOPE STORAGE I	10.50
					072-360-0000-4300 070-382-0000-4300	12.50 12.50
					070-382-0000-4300 Total :	12.50 221.00
					Total .	221.00
225619	2/7/2022	888420 ACCURATE BACKFLOW TESTING	13576		ANNUAL TESTING AND REPAIRS FOR (
				12562	070-383-0000-4260	1,077.00
			13577		ANNUAL TESTING AND REPAIRS FOR (
				12562	070-383-0000-4260	1,242.00
					Total :	2,319.00
225620	2/7/2022	888356 ADVANCED AUTO REPAIR	1540		VEHICLE MAINT, REPAIRS & BODY WO	
				12537	041-320-0390-4400	305.29
			1543		CATALYTIC CONVERTER REPLACEMEN	
				12563	070-383-0000-4400	1,509.56
			1544		CATALYTIC CONVERTER REPLACEMEN	
				12563	041-320-0390-4400	1,568.00
					Total :	3,382.85
225621	2/7/2022	891969 ADVANCED PURE WATER SOLUTIONS	1061499		DRINKING WATER	
					001-222-0000-4300	98.55
					Total :	98.55
225622	2/7/2022	893981 ALFARO, PERLA	1605290		FITNESS CLASS REFUND	
LLOOLL	LITTLOLL	COUCH ALLANO, I ENER	1000200		017-3770-1337	40.00
					Total :	40.00
225623	2/7/2022	100188 ANDY GUMP INC.	INV882642		PORTABLE RESTROOM SERVICE	
220020	LITTLOLL		1111002012	12491	121-390-3689-4260	197.17
			INV884648		PORTABLE RESTROOM SERVICE	
				12491	043-390-0000-4260	115.36
			INV887840		PORTABLE RESTROOM SERVICE	
				12491	070-384-0000-4260	330.34

Voucher List

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225623	2/7/2022	100188 ANDY GUMP INC.	(Continued)			
			INV887841		PORTABLE RESTROOM SERVICE	
				12491	043-390-0000-4260	211.28
			INV887842		PORTABLE RESTROOM SERVICE	
				12491	043-390-0000-4260	330.49
					Total :	1,184.64
225624	2/7/2022	893441 ARAMARK REFRESHMENT SERVICES	12021356		EMPLOYEE BREAK ROOM SUPPLIES	
				12451	001-222-0000-4300	333.72
					Total :	333.72
225625	2/7/2022	100222 ARROYO BUILDING MATERIALS, INC	266232		HARDWARE SUPPLIES & CONCRETE L	
223023	2/11/2022	100222 ARTOTO DOIEDING MATERIALS, INC	200232	12461	001-311-0000-4300	16.54
				12401	Total :	16.54
225626	2/7/2022	102530 AT & T	818-270-2203		PD NETWORK LINE JAN 2022	
					001-222-0000-4220	240.87
					Total :	240.87
225627	2/7/2022	889037 AT&T MOBILITY	287277903027X010822		MODEM FOR ELECTRONIC MESSAGE	
					001-310-0000-4220	101.19
					Total :	101.19
225628	2/7/2022	892412 AT&T MOBILITY	287297930559X0110202		MDT MODEMS -PD UNITS DEC 2021	
					001-222-0000-4220	549.39
					Total :	549.39
225629	2/7/2022	889942 ATHENS SERVICES	11541247		CITY STREET SWEEPING	
223023	2/11/2022	003342 AMENG SERVICES	11341247	12528	011-311-0000-4260	14,552,40
				12528	001-343-0000-4260	2.891.00
				12020	Total :	17,443.40
005600	0/7/0000		1411 2022		GLACVCD TRUSTEE MEMBER STIPENI	
225630	2/7/2022	890980 AVILA, JESSE H.	JAN 2022		GLACVCD TRUSTEE MEMBER STIPENI 001-190-0000-4111	150.00
						150.00
					Total :	150.00
225631	2/7/2022	893954 BADGER, TAMARAH	JAN 2022		YOGA INSTRUCTOR	
				12584	017-420-1337-4260	30.00

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EXHIBIT "A" RES. NO. 22-021

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Voucher List CITY OF SAN FERNANDO

Bank code :	bank3					
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225631	2/7/2022	893954 893954 BADGER, TAMARAH	(Continued)		Total :	30.00
225632	2/7/2022	889913 BALLIN, SYLVIA	REIMB.		PARKING FEE-LACO SUPERVISOR SOL	
					001-101-0101-4370	25.00
					Total :	25.00
225633	2/7/2022	891301 BERNARDEZ, RENATE Z.	615		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	150.00
					Total :	150.00
225634	2/7/2022	888800 BUSINESS CARD	010322-PD		EPSON HOME CINEMA PROJECTOR	
				12592	110-225-3713-4300	2,171.75
			121321		BREAK ROOM & OFFICE SUPPLIES	
					001-222-0000-4300	302.81
			122021		INMATE MATTRESSES	
			100001		001-225-0000-4350	480.00
			122221		BOOKS	
			123021		001-222-0000-4300 MEMBERSHIP DUES	382.01
					001-222-0000-4380	125.00
					Total :	3,461.57
225635	2/7/2022	888800 BUSINESS CARD	010322		CITY EMAIL - JAN 2022	
220000	LITILOLL		010022		001-135-0000-4260	1.665.55
			010522		DINNER FOR CC & STAFF-CC MTG 01/(1,000.00
			010022		001-101-0000-4300	26.01
			010622		PHONE PROTECTOR & CHARGER	
					070-381-0000-4300	57.77
			010722		CONFERENCE TRANSPORTATION	
					001-105-0000-4370	50.00
			010722		SURGICAL MASKS	
					001-105-3689-4300	275.50
			011022		REFUND	
			011000		121-115-3689-4500	-27.55
			011022		AIRFARE-CONFERENCE 001-105-0000-4370	189.00
			011022		AIRFARE-CONFERENCE	109.00

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225635	2/7/2022	888800 BUSINESS CARD	(Continued)			
			011322		001-105-0000-4370 WIFI FOR LP PARK	78.98
			011322		001-422-0000-4300 TRAINING REGISTRATION 001-225-0000-4360	111.12 350.00
			011422		TRAINING REGISTRATION 070-381-0000-4360	830.00
			011722		DISINFECTING SPRAY 001-222-3689-4300	146.41
			011722-1		CONF REGISTRATION 001-115-0000-4360	1,000.00
			011722-2		PAPER & SUPPLIES	1,000.00
			011722-2		001-222-0000-4300 CONF REGISTRATION	324.27
					001-115-0000-4370	493.50
					Total :	5,570.56
225636	2/7/2022	887810 CALGROVE RENTALS, INC.	149294-1		SOD CUTTER RENTAL	
					043-390-0000-4250	261.29
					Total :	261.29
225637	2/7/2022	889056 CALLEROS, MARIA	REIMB.		SUPPLIES & REFRESHMENTS-PARENT	
					004-2359	124.58
					Total :	124.58
225638	2/7/2022	892465 CANON SOLUTIONS AMERICA, INC.	4038413846		COPIER MONTHLY RATES & OVERAGE	
				12462	001-135-0000-4260	422.00
			4038486521	10100	COPIER MONTHLY RATES & OVERAGE	4 440 00
			4038509827	12462	001-135-0000-4260 SRO PRINTER MAINTENANCE & COPIE	1,113.20
			400000027	12463	001-135-0000-4260	554.81
					Total :	2,090.01
225639	2/7/2022	101957 CITY OF LOS ANGELES	38-SF220000006		FIRE SERVICE-JAN 2022 001-500-0000-4260	234,990.08

EXHIBIT "A" RES. NO. 22-021

February 7, 2022 CC Regular Meeting

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Voucher List CITY OF SAN FERNANDO

Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225639	2/7/2022	101957 101957 CITY OF LOS ANGELES	(Continued)		Total :	234,990.08
225640	2/7/2022	103818 CITY OF LOS ANGELES	20210343367		BLDG. MAINT - IX-UNIT	
					070-381-0000-4450	528.25
					Total :	528.25
225641	2/7/2022	103029 CITY OF SAN FERNANDO	4044-4076		REIMB TO WORKER'S COMP ACCT	
					006-1038	9,372.35
					Total :	9,372.35
225642	2/7/2022	890893 CITY OF SAN FERNANDO	FY21/22		USE OF FACILITY FEE WAIVER-SF HIG	
					001-190-0000-4430	400.00
					Total :	400.00
225643	2/7/2022	100766 COMMUNITY DEVELOPMENT	NONPO		LOAN REIMB TO CDC	
					026-2085	1,125.00
					Total :	1,125.00
225644	2/7/2022	100805 COOPER HARDWARE INC.	128063		SUPPLIES FOR P.W. OPS	
				12454	043-390-0000-4300	13.35
			128493		SUPPLIES FOR P.W. OPS	
				12454	001-311-0000-4300	11.89
			128570		SUPPLIES FOR P.W. OPS	
				12454	070-384-0000-4310	30.22
			128652		SUPPLIES FOR P.W. OPS	
				12454	070-384-0000-4310	45.23
					Total :	100.69
225645	2/7/2022	892687 CORE & MAIN LP	P842022		WATER & FIRE SERVICE LINE MATERIA	
				12471	070-383-0000-4310	3,159.33
			Q105266		WATER & FIRE SERVICE LINE MATERIA	
				12471	070-383-0000-4310	986.36
					Total :	4,145.69
225646	2/7/2022	887475 DATA BUSINESS SYSTEMS, INC	5107		2021-W2'S, 1099'S & 1098'S FORMS	
					001-130-0000-4300	291.32
					Total :	291.32

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
225647	2/7/2022	893129 EL SALTARIN	01192022		FOOD FOR SENIOR CLUB DANCE ON 2	
					004-2380	405.00
					Total :	405.00
225648	2/7/2022	890879 EUROFINS EATON ANALYTICAL, INC	C0003844		ENVIRONMENTAL CITY OF S.F. DRINKII	
				12541	070-384-0000-4260	4,526.00
			C0003896		ENVIRONMENTAL CITY OF S.F. DRINKII	
				12541	070-384-0000-4260	4,123.00
					Total :	8,649.00
225649	2/7/2022	101147 FEDEX	9-616-09804		LATE FEE	
					001-190-0000-4280	4.84
					Total :	4.84
225650	2/7/2022	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS 01/01-01/31	
					001-222-0000-4220	564.42
			209-150-5250-081292		RADIO REPEATER PD 12/02-1/01	
					001-222-0000-4220	46.25
			209-151-4941-102990		PD PAGING 1/01-1/31	
					001-222-0000-4220	42.08
			209-151-4942-041191		CITY YARD AUTO DIALER 1/10-02/09	
					070-384-0000-4220	55.30
			209-151-4943-081292		RADIO REPEATER PD 12/02-1/01	
					001-222-0000-4220	46.25
			818-361-0901-051499		SEWER FLOW MONI PW 1/01-1/31	
			010 001 0005 010000		072-360-0000-4220	56.38
			818-361-2385-012309		MTA PHONE LINE 1/13-02/12 007-440-0441-4220	111.0 ⁻
					007-440-0441-4220	55.50
			818-361-2472-031415		PW PHONE LINE 1/04-02/03	55.50
			010-001-2472-001410		070-384-0000-4220	519.60
			818-361-3958-091407		CNG STATION 1/01-1/31	019.00
					074-320-0000-4220	52.58
			818-361-7825-120512		HERITAGE PARK IRR SYSTEM 1/13-02/	52.00
					001-420-0000-4220	56.59
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE 1/04-0	
					001-222-0000-4220	55.56

EXHIBIT "A" RES. NO. 22-021

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Bank code :	bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
225650	2/7/2022	892198 FRONTIER COMMUNICATIONS	(Continued) 818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE 1/10-0 001-222-0000-4220	37.85		
			818-838-1841-112596		ENGINEERING FAX MODEM 12/01-12/3 001-310-0000-4220	29.92		
			818-898-7385-033105		LAS PALMAS FAX NUMBER 1/13-02/12			
					001-420-0000-4220 Total :	33.01 1,762.30		
225651	2/7/2022	893952 GARCIA, CORINA	JAN 2022		JIVE DANCE			
				12587	017-420-1362-4260 Total :	100.00 100.00		
225652	2/7/2022	893949 GARCIA, SONIA G.	139		L P SENIOR PETTY CASH REIMB.			
					004-2380	10.93		
					Total :	10.93		
225653	2/7/2022	892754 GARCIA, SYLVIA	824789		SENIOR TRIP REFUND			
			824790		004-2383 SENIOR TRIP REFUND	15.00		
			024730		004-2383	25.00		
					Total :	40.00		
225654	2/7/2022	101376 GRAINGER, INC.	9154107438		SUPPLIES FOR BUILDING, ELECTRICA			
				12482	043-390-0000-4300	142.34		
			9162261854	12482	SUPPLIES FOR BUILDING, ELECTRICA	93.79		
			9168298819	12462	043-390-0000-4300 SUPPLIES FOR BUILDING, ELECTRICA	93.79		
			0100200010	12482	001-370-0000-4300	75.14		
			9179565180		SUPPLIES FOR BUILDING, ELECTRICA			
				12482	043-390-0000-4300 Total :	419.36 730.63		
225655	2/7/2022	101428 H & H WHOLESALE PARTS	BST3CR2736	12497	BATTERY SERVICE AND CHARGING PA 041-1215	-157.55		
			BST3IN9883	12497	BATTERY SERVICE AND CHARGING PA	-107.00		
				12497	041-1215	783.11		

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225655	2/7/2022	101428 101428 H & H WHOLESALE PARTS	(Continued)		Total :	625.56
225656	2/7/2022	888647 HDL SOFTWARE, LLC	SIN0123844 SIN014163	12533 12533	BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260 BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260 Total :	27,229.01 1,828.55 29,057.56
225657	2/7/2022	101482 HERNANDEZ, JAIME	01192022		MUSIC FOR SENIOR CLUB DANCE ON 004-2380 Total :	1,100.00 1,100.00
225658	2/7/2022	892439 HISTORICAL RESOURCES, INC.	1209		ARTIFACTS STORAGE, INVENTORY UF 001-424-0000-4260 Total :	356.25 356.25
225659	2/7/2022	101599 IMAGE 2000 CORPORATION	491816		CITY HALL COPIER BLK TONER SHIPPI 001-190-0000-4300 Total :	10.50 10.50
225660	2/7/2022	891570 INNOVATIVE TELECOM. SYSTEMS	3072		TELEPHONE EQUIPMENT MAINT- FEB : 001-190-0000-4220 Total :	395.00 395.00
225661	2/7/2022	891777 IRRIGATION EXPRESS	15239306	12483	IRRIGATION SUPPLIES FOR REPAIRS / 043-390-0000-4300 Total :	28.68 28.68
225662	2/7/2022	887952 J. Z. LAWNMOWER SHOP	26510 26511	12465	SMALL EQUIPMENT REPAIRS (LAWNM 043-390-0000-4300 SMALL EQUIPMENT REPAIRS (LAWNM	90.28
			26512	12465 12465	043-390-0000-4300 SMALL EQUIPMENT REPAIRS (LAWNM) 001-346-0000-4300 Total :	172.01 500.00 762.29
225663	2/7/2022	893885 JOHNNY ALLEN TENNIS ACADEMY	JAN 2022	12498	TENNIS PROGRAM 017-420-1327-4260	444.50

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225663	2/7/2022	893885 893885 JOHNNY ALLEN TENNIS ACAD	EMY (Continued)		Total :	444.50
225664	2/7/2022	102387 K.R. NIDA CORPORATION	3002361		PD SIRENS SPOT LIGHT HANDLE 041-1215 Total :	687.91 687.91
225665	2/7/2022	101768 KIMBALL-MIDWEST	9509895		TOOLS 041-1215 Total :	221.63 221.63
225666	2/7/2022	102007 L.A. COUNTY SHERIFFS DEPT.	221683SG	12484	INMATE MEALS-DEC 2021 001-225-0000-4350 Total :	925.67 925.67
225667	2/7/2022	101811 LACPCA	2022		2022 ANNUAL DUES 001-222-0000-4380 Total :	500.00 500.00
225668	2/7/2022	101852 LARRY & JOE'S PLUMBING	2212527-0001-02		SUPPLIES 043-390-0000-4300 Total :	74.42 74.42
225669	2/7/2022	893907 LESAR DEVELOPMENT CONSULTANTS	PCH-6	12536	HOMELESSNESS PLAN CONSULTANT : 110-422-3682-4270 Total :	2,807.60 2,807.60
225670	2/7/2022	101920 LIEBERT CASSIDY WHITMORE	011422		RGSTR-2022 LCW ANNUAL CONF ON 2 001-222-0000-4370 Total :	620.00 620.00
225671	2/7/2022	101935 LOCAL GOVERNMENT COMMISSION	106132	12282 12282	CONSULTING SERVICES 010-311-0628-4600 001-310-0628-4270 Total :	2,370.39 307.11 2,677.50
225672	2/7/2022	101974 LOS ANGELES COUNTY	DEC 2021	12526	ANIMAL CARE & CONTROL SERVICES 001-190-0000-4260	13,274.57

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Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
225672	2/7/2022	101974 10197	4 LOS ANGELES COUNTY	(Continued)			Total :	13,274.57
225673	2/7/2022	892477 LOWES		02432		TOWEL HOLDER, LYSOL		
						041-320-0000-4300		84.17
				1113		COVER FOR PD A/C UNIT		
						043-390-0000-4300	Total :	35.64 119.81
							Iotal :	119.81
225674	2/7/2022	888468 MAJOR ME	TROPOLITAN SECURITY	2741		ALARM MONITORING AT ALL CITY	/ FACI	
					12486	043-390-0000-4260		285.00
							Total :	285.00
225675	2/7/2022	893979 MARQUEZ,	MICHAEL	PA094129		CASH FOUND IN WALLET DR# 20-	-0203	
						001-2264		13.00
							Total :	13.00
225676	2/7/2022	888242 MCI COMM	SERVICE	7DL39365		ALARM LINE -1100 PICO		
						001-420-0000-4220		34.78
							Total :	34.78
225677	2/7/2022	102201 MIERZYNS		DEC 2021-FEB 2022		CONTRACTED INSTRUCTOR: LIN		
220011	LITTEOLL			52020211252022	12548	017-420-1339-4260	20/1	63.00
							Total :	63.00
225678	2/7/2022	102226 MISSION LI	NEN SUPPLY	516246146		LAUNDRY SERVICE FOR PD		
220070	LITTLOLL			010240140	12457	001-225-0000-4350		135.26
				516290019		LAUNDRY SERVICE FOR PD		
					12457	001-225-0000-4350		134.79
				516316324	10157	LAUNDRY SERVICE FOR PD		00.75
					12457	001-225-0000-4350	Total :	96.75 366.80
							rotur .	000.00
225679	2/7/2022	893973 MORENO,	JENNIFFER	REIMB.		SUPPLIES FOR SR PROG CAFTS		· · · · ·
						004-2346 001-420-0000-4390		46.79 15.68
							Total :	62.47
225680	2/7/2022	102292 MUSCO SP	ORTS LIGHTING, LLC	359567		LIGHTING FEES @ REC & LP PAR	K	

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225680	2/7/2022	102292 MUSCO SPORTS LIGHTING, LLC	(Continued)				
					001-423-0000-4260		950.00
						Total :	950.00
225681	2/7/2022	102325 NAPA AUTO PARTS	6410-083975		TOOLS		
					070-383-0000-4340		253.54
			6410-084714		TRUCK TOOL BOX - ME8615		
					074-320-0000-4400		188.52
						Total :	442.06
225682	2/7/2022	893978 NATIONAL TESTING NETWORK	9597		ANNUAL NTN MEMBERSHIP		
					001-225-0000-4370		500.00
						Total :	500.00
25683	2/7/2022	887422 NORTHERN SAFETY CO., INC.	904662163		COVID-19 KN95 MASKS		
					001-105-3689-4300		413.44
						Total :	413.44
225684	2/7/2022	102432 OFFICE DEPOT	215282024001		OFFICE SUPPLIES		
					001-222-0000-4300		15.20
			215611164001		OFFICE SUPPLIES		
			015011101001		001-222-0000-4300		66.88
			215611184001		OFFICE SUPPLIES 001-222-0000-4300		12.44
			219841434001		OFFICE SUPPLIES		12.44
			210011101001		001-310-0000-4300		23.90
			219843021001		OFFICE SUPPLIES		
					001-310-0000-4300		11.01
			220146333001		OFFICE SUPPLIES		
					001-310-0000-4300		83.35
			220245631001		OFFICE SUPPLIES		04.0/
					041-320-0000-4300 043-390-0000-4300		94.80 94.81
			220505675001		OFFICE SUPPLIES		54.0 I
					001-222-0000-4300		207.62
			220637699001		OFFICE SUPPLIES		
					001-222-0000-4300		67.34

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12538 041-320-0225-4400 4605-445895 VEHICLE SERVICE, MAINT. AND REPAI 12538 041-320-0311-4400 4605-445903 VEHICLE SERVICE, MAINT. AND REPAI 12538 041-320-025-4400 4605-445903 VEHICLE SERVICE, MAINT. AND REPAI 12538 041-320-025-4400 4605-445905 VEHICLE SERVICE, MAINT. AND REPAI 12538 070-383-000-4400 4605-446668 VEHICLE SERVICE, MAINT. AND REPAI 12538 041-1215 4605-446673 VEHICLE SERVICE, MAINT. AND REPAI 12538 041-320-0311-4400 4605-446615 VEHICLE SERVICE, MAINT. AND REPAI 12538 041-320-0311-4400 12538 041-320-0311-4400 12538 041-320-0311-4400 12538 041-320-0311-4400 12538 041-320-0311-4400 12538 041-320-0311-4400	Page: 12	Voucher List CITY OF SAN FERNANDO			м	11:07:26A	vchlist 02/02/2022
225684 2/7/2022 102432 OFFICE DEPOT (Continued) 220639873001 OFFICE SUPPLIES 001-222-0000-4300 226586 01-222-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES 001-322-0000-4300 2543825076 OFFICE SUPPLIES 01-322-0000-4300 OFFICE SUPPLIES 01-322-0000-4300 Total : 225685 2/7/2022 890095 O'REILLY AUTOMOTIVE STORES INC 4605-443411 VEHICLE SERVICE, MAINT. AND REPAI 12538 VEHICLE SERVICE, MAINT. AND REPAI 041-320-0225-4400 4605-445854 12538 041-320-0225-4400 VEHICLE SERVICE, MAINT. AND REPAI 12538						bank3	Bank code :
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20639875001 OFFICE SUPPLIES 001-222-0004-300 OFFICE SUPPLIES 001-311.0000-4300 2543825076 OFFICE SUPPLIES 001-311.0000-4300 OFFICE SUPPLIES 001-311.0000-4300 255805 27/2022 890095 O'REILLY AUTOMOTIVE STORES INC 4605-44311 VENCLE SERVICE, MAINT. AND REPAI 0405-445854 255805 27/2022 890095 O'REILLY AUTOMOTIVE STORES INC 4605-445854 VENCLE SERVICE, MAINT. AND REPAI 0405-445854 4605-445854 12538 041-320-025-4400 VENCLE SERVICE, MAINT. AND REPAI 041-320-025-4400 4605-445895 VENICLE SERVICE, MAINT. AND REPAI 0405-445903 VENICLE SERVICE, MAINT. AND REPAI 041-320-025-4400 4605-445905 VENICLE SERVICE, MAINT. AND REPAI 0405-445905 VENICLE SERVICE, MAINT. AND REPAI 041-320-0311-4400 4605-445905 VENICLE SERVICE, MAINT. AND REPAI 0405-446686 VENICLE SERVICE, MAINT. AND REPAI 041-320-0311-4400 4605-446703 VENICLE SERVICE, MAINT. AND REPAI 0405-446615 VENICLE SERVICE, MAINT. AND REPAI 0405-446615 4605-446703 VENICLE SERVICE, MAINT. AND REPAI 12538 VENICLE SERVICE, MAINT. AND REPAI 12538 4605-446703 VENICLE SERVICE, MAINT. AND REPAI 12538 VENICLE SERVICE, MAINT. AND REPAI 12538 4605-446615 VENICLE SERVICE, MAINT. AND REPAI 12538 VENICLE SERVICE, MAINT. AND REPAI 12538 2		OFFICE SUPPLIES		220639873001			
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12538 041-320-0225-4400 VEHICLE SERVICE, MAINT. AND REPAI 12538 041-320-031-4400 VEHICLE SERVICE, MAINT. AND REPAI 12538 041-320-031-4400 12538 041-320-025-4400 011-320-025-4400 011-320-025-4400 12538 041-320-025-4400 011-320-025-4400 011-320-025-4400 12538 041-320-025-4400 011-320-025-4400 011-320-025-4400 12538 041-320-025-4400 011-320-025-4400 011-320-025-4400 12538 070-383-0000-4400 011-1215 011-1215 12538 041-320-031-4400 011-1215 011-1215 12538 041-320-031-4400 011-1215 041-320-031-4400 12538 041-320-031-4400 041-320-031-4400 041-320-031-4400 12538 041-320-031-4400 041-320-031-4400 041-320-031-4400 12538 041-320-031-4400 041-320-031-4400 041-320-031-4400 12538 041-320-031-4400 041-320-031-4400 041-320-031-4400 12538 041-320-031-4400 041-320-031-4400 041-320-031-4400 12538 041-320-031-4400 041-320-031-4400 041-320-031-4400 12538 041-320-031-4400 041-320-031-4400	29.32	041-320-0225-4400	12538				
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225686 2/7/2022 102568 PARKHOUSE TIRE, INC. 4010176060 12538 041-320-0311-4400 VEHICLE SERVICE, MAINT. AND REPAI 12538 041-1215 12538 041-1215 Total : 0000-04000	0.05		12036	4605 446945			
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225686 2/7/2022 102568 PARKHOUSE TIRE, INC. 4010176060 REPLACE REAR BACKHOE TIRE WA25 070-383-0000-4400	00.00		12000	4605-455845			
225686 2/7/2022 102568 PARKHOUSE TIRE, INC. 4010176060 REPLACE REAR BACKHOE TIRE WA25 070-383-0000-4400	43.88		12538				
070-383-0000-4400	455.78	Total :					
070-383-0000-4400						0.17100000	
				4010176060	102568 PARKHOUSE TIRE, INC.	2/7/2022	225686
Total	643.94						
	643.94	Total :					
225687 2/7/2022 102688 PROFESSIONAL PRINTING CENTERS 19565 PURCHASE OF PRE-PRINTED FORMS		PURCHASE OF PRE-PRINTED FORMS		19565	102688 PROFESSIONAL PRINTING CENTERS	2/7/2022	225687
12519 121-190-0000-4300	3,189.90		12519				

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225687	2/7/2022	102688 102688 PROFESSIONAL PRINTI	NG CENTERS (Continued)		Tot	tal : 3,189.90
225688	2/7/2022	890004 PTS	2080758		PD PAY PHONE FEB 2022 001-190-0000-4220	65.64
					Tot	tal : 65.64
225689	2/7/2022	893970 QUADIENT INC.	16585481		IN6-7 SER HIGH CAPACITY INK 001-190-0000-4280	214.89
						tal: 214.89
225690	2/7/2022	893553 QUADIENT LEASING USA, INC	N9205279		QRTRLY LEASE PAYMNET & ENTAL	
					001-190-0000-4280 Tot	1,449.36 tal: 1,449.36
225691	2/7/2022	102738 QUINTERO ESCAMILLA, VIOLETA	JAN 2022		CONCTRACTED INSTRUCTOR: SEN	-
220001	LITILOLL		0,0,2022	12549	017-420-1323-4260	240.00 tal : 240.00
225692	2/7/2022	893974 R & S TRANSMISSIONS, INC	015934		VEHICLE MAINT-PW3241	
					029-335-0000-4400 Tot	2,000.53 tal : 2,000.53
225693	2/7/2022	893951 RALPH ANDERSEN & ASSOCIATES	INV-03545		EXECUTIVE SEARCH SERVICES - PO	
				12583	001-190-0000-4267 Tot	9,950.00 tal : 9,950.00
225694	2/7/2022	102855 RIO HONDO COLLEGE	F21-229-ZSFN		POST TRAINING-USE OF FORCE	
					001-225-0000-4360	50.00 tal : 50.00
						ai. 50.00
225695	2/7/2022	101211 RIVAS, SANDRA	092121		DAMAGE CLAIM REIMBURSEMENT 006-190-0000-4800	1,008.32
					Tot	tal : 1,008.32
225696	2/7/2022	887872 ROSENBERG, IRWIN	TRAVEL		PER DIEM-2022 LCW ANNUAL CONF	
					001-222-0000-4370 Tot	70.00 tal: 70.00

Voucher List

vchlist 02/02/2022	11:07:26A	Voucher List 11:07:26AM CITY OF SAN FERNANDO				
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225697	2/7/2022	102929 ROYAL PAPER CORPORATION	5106018	12507 12507 12507 12507	CLEANING SUPPLIES FOR RCS DEPT 001-420-0000-4300 001-422-0000-4300 001-423-0000-4300 001-424-0000-4300 Total :	241.17 241.17 241.17 241.18 964.69
225698	2/7/2022	893156 RUIZ CARRILLO, MARIA DE LA PAZ	FEB 2022		SENIOR CLUB DANCE CLEAN UP ON 0. 004-2380 Total :	208.00 208.00
225699	2/7/2022	887165 RYAN HERCO PRODUCTS CORP	9827772		EQUIP. MAINT 070-384-0000-4320 Total :	447.00 447.00
225700	2/7/2022	892856 SALAS, JUAN	REIMB.		SENIOR CLUB MEETING SUPPLIES 004-2380 Total :	140.55 140.55
225701	2/7/2022	891253 SAN FERNANDO SMOG TEST ONLY	4883		SMOG PD8853 041-320-0000-4450 Total :	60.00 60.00
225702	2/7/2022	103941 SHREDDER SPECIALTIES INC	2217		ANNUAL MAINT AGREEMENT 02/04/22- 041-320-0000-4320 Total :	438.90 438.90
225703	2/7/2022	893107 SIEMENS MOBILITY INC	5620037949	12553	ON-CALL TRAFFIC SIGNAL MAINTENAN 001-371-0564-4300 Total :	19,877.34 19,877.34
225704	2/7/2022	103184 SMART & FINAL	164 204		BREAK ROOM SUPPLIES 001-222-0000-4300 BREAK ROOM SUPPLIES 001-222-0000-4300	20.85
225705	2/7/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	700136176526		Total : ELECTRIC - METER FOR MALL-MACLA	41.60

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225705	2/7/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			700224888278		030-341-0000-4210 ELECTRIC-801 8TH	103.79
					043-390-0000-4210	22.46
			700301226571		ELECTRIC-1117 2ND	
					043-390-0000-4210	82.75
			700360580265		ELECTRIC - 910 FIRST	
			700577150347		043-390-0000-4210 ELECTRIC-190 PARK	4,732.89
			/005//15034/		027-344-0000-4210	858.79
					Total :	5,800.68
					101411	0,000100
225706	2/7/2022	893980 SPENCE, SIERRA	1605259		FITNESS CLASS REFUND	
					017-3770-1337	45.00
					Total :	45.00
225707	2/7/2022	103251 STANLEY PEST CONTROL	424412		PEST CONTROL AT CITY FACILITIES	
				12532	043-390-0000-4330	94.00
			424414		PEST CONTROL AT CITY FACILITIES	
				12532	043-390-0000-4330	62.00
			424415	10500	PEST CONTROL AT CITY FACILITIES	
			424417	12532	043-390-0000-4330 PEST CONTROL AT CITY FACILITIES	135.00
			424417	12532	043-390-0000-4330	55.00
			424418	12002	PEST CONTROL AT CITY FACILITIES	00.00
				12532	043-390-0000-4330	95.00
			424419		PEST CONTROL AT CITY FACILITIES	
				12532	043-390-0000-4330	85.00
			424420	10500	PEST CONTROL AT CITY FACILITIES	
				12532	043-390-0000-4330	85.00
					Total :	611.00
225708	2/7/2022	100532 STATE OF CALIFORNIA, DEPARTMENT OF	JU! 553646		DOJ LIVESCAN FINGERPRINTING-DEC	
				12459	004-2386	2,222.00
				12459	001-222-0000-4270	140.00
					Total :	2,362.00

Voucher List

rchlist)2/02/2022	11:07:26A	М	Voucher List CITY OF SAN FERNA	NDO		Page: 1
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amour
225709	2/7/2022	103090 SUSAN SAXE-CLIFFORD, PH.D.	22-0127-1		PSYCHOLOGICAL EVALUATIONS	
				12524	001-222-0000-4270	450.0
					Total :	450.0
225710	2/7/2022	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	
220110	LITILOLL		012 020 0000 1		043-390-0000-4210	173.1
			088-520-6400-8		GAS-117 MACNEIL	170.1
					043-390-0000-4210	466.9
			143-287-81316		GAS-208 PARK	
					043-390-0000-4210	1,032.1
			162-020-7432-0		GAS-828 HARDING	
					043-390-0000-4210	4.9
					Total :	1,677.1
225711	2/7/2022	101528 THE HOME DEPOT CRC, ACCT#603532	202490 112082		DISPOSABLE FACE MASKS	
					041-320-0000-4300	96.3
			1131721		MISC SUPPLIES	
					074-320-0000-4300	98.7
			1201369		VEHICLE MAINTME8615	
					074-320-0000-4400	110.2
			122621		FINANCE CHARGES	
					043-390-0000-4300	108.9
			1661188		VEHICLE MAINT-ME8615	
					074-320-0000-4400	110.2
			23732		MISC ITEMS 001-311-0000-4300	445.0
			3114687		SEWER TRUCK SUPPLIES	145.8
			3114087		072-360-0000-4300	137.7
			3114688		MISC ITEMS	107.17
			0111000		043-390-0000-4300	153.4
			4023228		MISC ITEMS	
					001-311-0000-4300	70.3
			4682868		PLUMBING SNAKE REPLACEMENT	
					043-390-0000-4300	616.3
			5215689		MISC ITEMS	
					043-390-0000-4300	53.1
			6380710		TRASH BAGS	

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February 7, 2022 CC Regular Meeting

vchlist 02/02/2022	11:07:26AM		Voucher List 11:07:26AM CITY OF SAN FERNANDO		-	. NO. 22 Page: 17
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225711	2/7/2022	101528 THE HOME DEPOT CRC, ACCT#6035	32202490 (Continued)			
			7350683		030-341-0000-4300 PARTS FOR WELL#4A 070-384-0000-4310	1,454.90
			9110101		MISC ITEMS	
			9840167		001-311-0000-4300 REPLACEMENT BATTERY FOR CROSS	74.57
					001-370-0000-4300 Total :	176.31 3,533.23
						3,533.23
225712	2/7/2022	890833 THOMSON REUTERS	845606278	12467	DETECTIVE INVESTIGATIVE SOFTWAR 001-135-0000-4260	226.65
				12407	Total :	226.65
225713	2/7/2022	103903 TIME WARNER CABLE	0010518122921		REC PARK CABLE - 12/29-01/28	
			0283057010522		001-420-0000-4260 LP CABLE - 01/05-02/04	229.15
			0203037010322		001-420-0000-4260	227.67
			10328010522		CABLE @ CITY HALL 1/5/22-2/4/22 001-190-0000-4220	139.70
					Total :	596.52
225714	2/7/2022	103463 U.S. POSTMASTER	JAN 2022		PRESORTED FIRST CLASS POSTAGE ~	
					072-360-0000-4300	601.38
					070-382-0000-4300 Total :	601.38 1,202.76
005745	0/7/0000		1100101			1,202.110
225715	2///2022	893977 U.S. SAWS	1120401		EQUIPMENT PARTS 070-383-0000-4310	714.08
					Total :	714.08
225716	2/7/2022	892258 UNIFORM & ACCESSORIES	INV60290		UNIFORMS AND UNIFORM ACCESSOR	
				12518	001-222-0000-4300 Total :	393.96 393.96
	0 12 10 0					393.90
225717	2/7/2022	889287 UNITED TRUCK CENTERS	69256		VEHICLE MAINT-WA7218 070-381-0000-4400	923.96

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
225717	2/7/2022	889287 889287 UNITED TRUCK CE	ENTERS (Continued))	Total :	923.96	
225718	2/7/2022	103449 USA BLUE BOOK	830485		MISC. WATER SUPPLIES		
				12447	070-384-0000-4300	1,237.00	
					Total :	1,237.00	
225719	2/7/2022	893647 VALEO NETWORKS	18504		JAN'22-INFORMATION TECHNOLOGY N		
				12492	001-135-0000-4270	10.083.00	
			18505		JAN'22-IT MANAGEMENT SERVICES (V		
				12492	001-135-0000-4270	515.30	
					Total :	10,598.30	
225720	2/7/2022	889644 VERIZON BUSINESS	63295439		CITY HALL LONG DIST (Y2619454)		
					001-190-0000-4220	52.48	
			63295440		CITY YARD LONG DIST (Y2619455)		
					070-384-0000-4220	15.75	
			63295441		CITY HALL LONG DIST (Y2619456)		
					001-190-0000-4220	26.24	
			63295442		PD LONG DIST (Y2619457)		
					001-222-0000-4220	124.92	
			63295443		CITY YARD LONG DISTANCE (Y2619458	10.10	
			63295444		070-384-0000-4220 PARKS LONG DIST (Y2619459)	10.49	
			03293444		001-420-0000-4220	16.00	
			63295980		CITY YARD LONG DIST (Y2620611)	10.00	
			00200000		001-310-0000-4220	5.25	
			63295991		CITY HALL LINES (Y2620636)		
					001-190-0000-4220	59.75	
					Total :	310.88	
225721	2/7/2022	103579 VICA	14503		2022 MEMBSHIP		
					001-190-0000-4260	660.00	
					Total :	660.00	
225722	2/7/2022	892127 WE-DO EQUIPMENT REPAIR &	W224973		BORING TOOL REPAIR		
					070-383-0000-4310	70.20	
					Total :	70.20	

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Bank code :	bank3					
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225723	2/7/2022	891531 WILLDAN ENGINEERING	00335117		WELL 7A REGULATORY COMPLIANCE	
				12265	070-381-0000-4270	364.00
			00335486		ON-CALL ENGINEERING SERVICES	
				12522	001-310-0000-4270	8,450.00
				12522	024-371-0562-4600	910.00
			00335598		ON-CALL ENGINEERING SERVICES	
				12522	001-310-0000-4270	65.00
			00335740		NPDES CONSULTANT SERVICES	
				12346	023-311-0000-4270	2,561.00
					Total :	12,350.00
225724	2/7/2022	892023 WINDSTREAM	74492925		PD PHONE SERVICE 12/18/21-1/17/22	
					001-222-0000-4220	666.70
					001-420-0000-4220	461.43
					070-384-0000-4220	533.22
					001-190-0000-4220	2,200.85
					Total :	3,862.20
225725	2/7/2022	103710 WONDRIES FLEET GROUP	PC96633		TWO FORD INTERCEPTORS	
				12472	041-225-0000-4500	38,094.72
			PC96634		TWO FORD INTERCEPTORS	
				12472	041-225-0000-4500	38,094.72
					Total :	76,189.44
108	Vouchers fo	or bank code : bank3			Bank total :	524,660.25
108	Vouchore in	this report			Total vouchers :	524,660.25

Voucher List

CITY OF SAN FERNANDO

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A" RES. NO. 22-021

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Voucher List
CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
225290	1/1/2022	100286 BAKER, BEVERLY	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	145.65 145.65
225291	1/1/2022	100916 DEIBEL, PAUL	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
225292	1/1/2022	101781 KISHITA, ROBERT	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.53
225293	1/1/2022	101926 LILES, RICHARD	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
225294	1/1/2022	102126 MARTINEZ, MIGUEL	22-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	570.78 570.78
225295	1/1/2022	891031 ORTEGA, JIMMIE	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
225296	1/1/2022	891032 OTREMBA, EUGENE	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	614.88 614.88
225297	1/1/2022	891354 RAMIREZ, ROSALINDA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.53
225298	1/1/2022	102940 RUIZ, RONALD	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	630.87 630.87
225299	1/1/2022	892782 TIGHE, DONNA	22-Jan		CALPERS HEALTH REIMB		

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
225299	1/1/2022 Vouchers fo	892782 TIGHE, DONNA	(Continued)		001-180-0000-4127 Total Bank total		153.53 153.53 3,121.59
10	Vouchers ir	n this report			Total vouchers	:	3,121.59

Voucher Registers are not final until approved by Council.

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
225300	1/1/2022	100042 ABDALLAH, ALBERT	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,380.61 1,380.61
225301	1/1/2022	100091 AGORICHAS, JOHN	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
225302	1/1/2022	891039 AGUILAR, JESUS	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	456.06 456.06
225303	1/1/2022	100104 ALBA, ANTHONY	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	614.88 614.88
225304	1/1/2022	891011 APODACA-GRASS, ROBERTA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
225305	1/1/2022	100260 AVILA, FRANK	22-Jan		CALPERS HEALTH REIMB 041-180-0000-4127	Total :	1,290.56 1,290.56
225306	1/1/2022	100306 BARNARD, LARRY	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	770.00 770.00
225307	1/1/2022	100346 BELDEN, KENNETH M.	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,202.00 1,202.00
225308	1/1/2022	892233 BUZZELL, CAROL	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	145.65 145.65
225309	1/1/2022	891350 CALZADA, FRANK	22-Jan		CALPERS HEALTH REIMB		

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Bank code :	bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account			Amount
225309	1/1/2022	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	Total :		440.30 440.30
225310	1/1/2022	100642 CASTRO, RICO	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		1,577.74 1,577.74
225311	1/1/2022	103816 CHAVEZ, ELENA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		630.87 630.87
225312	1/1/2022	100752 COLELLI, CHRISTIAN	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		1,722.43 1,722.43
225313	1/1/2022	891014 CREEKMORE, CASIMIRA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		232.94 232.94
225314	1/1/2022	893711 DAVIS, JAMES	22-Jan		CALPERS HEALTH REIMB 072-180-0000-4127	Total :		1,651.44 1,651.44
225315	1/1/2022	891016 DEATON, MARK	22-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	Total :		698.71 698.71
225316	1/1/2022	100913 DECKER, CATHERINE	22-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	Total :		614.88 614.88
225317	1/1/2022	100925 DELGADO, RALPH	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		440.30 440.30
225318	1/1/2022	100960 DIEDIKER, VIRGINIA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127			232.94

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225327

1/1/2022 892103 GAJDOS, BETTY

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
225318	1/1/2022	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total :	232.94
225319	1/1/2022	892102 DOSTER, DARRELL	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	614.88 614.88
225320	1/1/2022	100996 DRAKE, JOYCE	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
225321	1/1/2022	100995 DRAKE, MICHAEL	22-Jan		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	Total :	116.47 116.47 232.94
225322	1/1/2022	100997 DRAPER, CHRISTOPHER	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,722.43 1,722.43
225323	1/1/2022	101044 ELEY, JEFFREY	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,745.00 1,745.00
225324	1/1/2022	891040 FISHKIN, RIVIAN	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.53
225325	1/1/2022	101178 FLORES, ADRIAN	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,410.74 1,410.74
225326	1/1/2022	101182 FLORES, MIGUEL	22-Jan		CALPERS HEALTH REIMB 043-180-0000-4127		1,410.74

22-Jan

Total : CALPERS HEALTH REIMB 001-180-0000-4127

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1,410.74

153.53

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
225327	1/1/2022	892103 892103 GAJDOS, BETTY	(Continued)			Total :	153.53
225328	1/1/2022	891351 GARCIA, DEBRA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,546.42 1,546.42
225329	1/1/2022	891067 GARCIA, NICOLAS	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	873.31 873.31
225330	1/1/2022	101318 GLASGOW, KEVIN	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,722.43 1,722.43
225331	1/1/2022	891020 GLASGOW, ROBERT	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	312.00 312.00
225332	1/1/2022	101333 GODINEZ, FRAZIER C.	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,878.66 1,878.66
225333	1/1/2022	101409 GUERRA, LAUREN E	22-Jan		CALPERS HEALTH REIMB 072-180-0000-4127	Total :	630.87 630.87
225334	1/1/2022	891021 GUIZA, JENNIE	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
225335	1/1/2022	101415 GUTIERREZ, OSCAR	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.53
225336	1/1/2022	102896 GUZMAN, ROSA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,410.74 1,410.74

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Bank code :	bank3						
/oucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
225337	1/1/2022	890700 GUZMAN-ANGELES, DANETTE M.	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	6,310.95 6,310.95
225338	1/1/2022	891352 HADEN, SUSANNA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	570.78 570.78
225339	1/1/2022	101440 HALCON, ERNEST	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,312.00 1,312.00
225340	1/1/2022	891918 HARTWELL, BRUCE	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	614.88 614.88
225341	1/1/2022	101465 HARVEY, DAVID	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.53
225342	1/1/2022	101466 HARVEY, DEVERY MICHAEL	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,124.00 1,124.00
225343	1/1/2022	101471 HASBUN, NAZRI A.	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,410.74 1,410.74
225344	1/1/2022	891023 HATFIELD, JAMES	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	614.88 614.88
225345	1/1/2022	892104 HERNANDEZ, ALFONSO	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,589.28 1,589.28
225346	1/1/2022	891024 HOOKER, RAYMOND	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		714.37

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Bank code :	bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account			Amount
225346	1/1/2022	891024 891024 HOOKER, RAYMOND	(Continued)			Total :		714.37
225347	1/1/2022	893616 HOUGH, LOIS	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		145.65 145.65
225348	1/1/2022	101597 IBRAHIM, SAMIR	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		456.06 456.06
225349	1/1/2022	101694 JACOBS, ROBERT	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		770.00 770.00
225350	1/1/2022	892105 KAHMANN, ERIC	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		456.06 456.06
225351	1/1/2022	101786 KLOTZSCHE, STEVEN	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		917.50 917.50
225352	1/1/2022	891866 KNIGHT, DONNA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		146.52 146.52
225353	1/1/2022	892929 LEWIS, WANDA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		232.94 232.94
225354	1/1/2022	891043 LIEBERMAN, LEONARD	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		153.53 153.53
225355	1/1/2022	101933 LITTLEFIELD, LESLEY	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :		232.94 232.94

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Voucher List CITY OF SAN FERNANDO

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
225356	1/1/2022	102045 LLAMAS-RIVERA, MARCOS	22-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,263.04 1,263.04
225357	1/1/2022	102059 MACK, MARSHALL	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,410.74 1,410.74
225358	1/1/2022	891010 MAERTZ, ALVIN	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	442.04 442.04
225359	1/1/2022	888037 MARTINEZ, ALVARO	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,079.36 2,079.36
225360	1/1/2022	102206 MILLER, WILMA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
225361	1/1/2022	102212 MIRAMONTES, MONICA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,410.74 1,410.74
225362	1/1/2022	102232 MIURA, HOWARD	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
225363	1/1/2022	892106 MONTAN, EDWARD	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	145.65 145.65
225364	1/1/2022	102365 NAVARRO, RICARDO A	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	440.30 440.30
225365	1/1/2022	102473 ORDELHEIDE, ROBERT	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127		1,615.36

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
225365	1/1/2022	102473 102473 ORDELHEIDE, ROBERT	(Continued)			Total :	1,615.36
225366	1/1/2022	102483 OROZCO, ELVIRA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	145.65 145.65
225367	1/1/2022	102486 ORSINI, TODD	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	2,191.57 2,191.57
225368	1/1/2022	102569 PARKS, ROBERT	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,745.00 1,745.00
225369	1/1/2022	102580 PATINO, ARMANDO	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,745.00 1,745.00
225370	1/1/2022	102527 PISCITELLI, ANTHONY	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	440.30 440.30
225371	1/1/2022	891033 POLLOCK, CHRISTINE	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	312.00 312.00
225372	1/1/2022	102735 QUINONEZ, MARIA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,290.56 1,290.56
225373	1/1/2022	891034 RAMSEY, JAMES	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	698.71 698.71
225374	1/1/2022	102864 RIVETTI, DOMINICK	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	770.00 770.00

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Voucher List CITY OF SAN FERNANDO

EXHIBIT "A" **RES. NO. 22-021** 9

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Bank code : bank3 Voucher Date Vendor Invoice PO # Description/Account Amount 225375 1/1/2022 102936 RUELAS, MARCO 22-Jan CALPERS HEALTH REIMB 001-180-0000-4127 1,546.42 Total : 1,546.42 225376 1/1/2022 891044 RUSSUM, LINDA 22-Jan CALPERS HEALTH REIMB 001-180-0000-4127 153.53 Total · 153.53 225377 1/1/2022 103005 SALAZAR, TONY 22-Jan CALPERS HEALTH REIMB 001-180-0000-4127 1,410.74 Total : 1,410.74 225378 1/1/2022 103118 SENDA, OCTAVIO 22-Jan CALPERS HEALTH REIMB 043-180-0000-4127 1,878.66 Total : 1,878.66 225379 1/1/2022 892107 SHANAHAN, MARK 22-Jan CALPERS HEALTH REIMB 001-180-0000-4127 456.06 Total : 456.06 225380 1/1/2022 891035 SHERWOOD, NINA 22-Jan CALPERS HEALTH REIMB 001-180-0000-4127 232.94 232.94 Total : CALPERS HEALTH REIMB 225381 1/1/2022 103175 SKOBIN, ROMELIA 22-Jan 001-180-0000-4127 1.096.31 Total : 1,096.31 225382 1/1/2022 893677 SOLIS, MARGARITA 22-Jan CALPERS HEALTH REIMB 001-180-0000-4127 1.187.26 Total : 1,187.26 225383 1/1/2022 103220 SOMERVILLE, MICHAEL 22-Jan CALPERS HEALTH REIMB 001-180-0000-4127 1,401.00 Total : 1,401.00 CALPERS HEALTH REIMB 225384 1/1/2022 103394 TORRES, RACHEL 22-Jan 001-180-0000-4127 232.94

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
225384	1/1/2022	103394 103394 TORRES, RACHEL	(Continued)			Total :	232.94
225385	1/1/2022	889588 UFANO, VIRGINIA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	153.53 153.53
225386	1/1/2022	888417 VALDIVIA, LAURA	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	232.94 232.94
225387	1/1/2022	891046 VANAALST, LEONILDA	22-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	153.53 153.53
225388	1/1/2022	103550 VANICEK, JAMES	22-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,290.56 1,290.56
225389	1/1/2022	103562 VASQUEZ, JOEL	22-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,745.00 1,745.00
225390	1/1/2022	888562 VILLALPANDO, SEBASTIAN FRANK	22-Jan		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	873.31 873.31
225391	1/1/2022	103692 VILLALVA, FRANCISCO	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,878.66 1,878.66
225392	1/1/2022	891038 WAITE, CURTIS	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,096.31 1,096.31
225393	1/1/2022	103612 WALKER, MICHAEL	22-Jan		CALPERS HEALTH REIMB 027-180-0000-4127	Total :	1,410.74 1,410.74

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vchlist

12/29/2021

SPECIAL CHECKS

Voucher List CITY OF SAN FERNANDO

EXHIBIT "A" RES. NO. 22-021

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225394	1/1/2022	103620 WARREN, DALE	22-Jan		CALPERS HEALTH REIMB 072-180-0000-4127 Total :	153.53 153.53
225395	1/1/2022	891036 WATT, DAVID	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	614.88 614.88
225396	1/1/2022	893690 WATTS, STEVE M.	22-Jan		CALPERS HEALTH REIMB 072-180-0000-4127 Total :	1,290.56 1,290.56
225397	1/1/2022	891037 WEBB, NANCY	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	232.94 232.94
225398	1/1/2022	103643 WEDDING, JEROME	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	614.88 614.88
225399	1/1/2022	103727 WYSBEEK, DOUDE	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	232.94 232.94
225400	1/1/2022	103737 YNIGUEZ, LEONARD	22-Jan		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	1,096.31 1,096.31
101	Vouchers fo	or bank code : bank3			Bank total :	90,210.81
101	Vouchers in	this report			Total vouchers :	90,210.81

Voucher Registers are not final until approved by Council.

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EXHIBIT "A" RES. NO. 22-021

SPECIAL CHECKS

Page: 1

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
225049	12/1/2021	103648 CITY OF SAN FERNANDO	SPR 12/1/2021		REIMB FOR SPECIAL PAYROLL 12	/1/21	
					001-1003		50,647.92
					027-1003		852.43
					029-1003		372.08
					041-1003		496.14
					043-1003		248.05
					070-1003		2,401.63
					072-1003		3,393.84
					T	Total :	58,412.09
225050	12/7/2021	103029 CITY OF SAN FERNANDO	3914-3962		REIMBURSEMENT TO WORKS CO	MPA	
					006-1038		68,118.46
					1	Total :	68,118.46
225051	12/8/2021	103648 CITY OF SAN FERNANDO	PR 12-10-21		REIMB PAYROLL W/E 12/3/21		
					001-1003		490,618.69
					007-1003		237.68
					017-1003		1,849.17
					027-1003		4,480.01
					029-1003		3,901.92
					030-1003		1,958.17
					041-1003		5,809.30
					043-1003		21,709.45
					070-1003		44,336.22
					072-1003		23,207.33
					094-1003		144.09
					110-1003		2,348.43
						Total :	600,600.46
25053	12/10/2021	893942 BOARD OF STATE AND	BSCC-0134-18-MH		UNSPENT FUNDS-STC MENTAL H	EALT	
					110-225-3676-4450		2,475.00
					1	Total :	2,475.00
25054	12/13/2021	893934 MORA, JUAN LUIS	JULY-AUG 2021		SUMMER BASEBALL CLINIC		
				12577	017-420-1330-4260		5,771.50

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vchlist 01/13/2022	3:53:13P	vi		Voucher List CITY OF SAN FERNAN	DO		Page: 2
Bank code :	bank3						
Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amoun
225054	12/13/2021	893934	893934 MORA, JUAN LUIS	(Continued)		Total :	5,771.50
225055	12/14/2021	890907 [DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - DECEMBER 20 001-1160 Total :	11,406.54 11,406.5 4
225056	12/14/2021	891230 E	DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - DECEMBER 20 001-1160 Total :	176.22 176.22
225057	12/14/2021	103596 (CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - DECEMBER 20. 001-1160 Total :	2,283.47 2,283.4 7
225058	12/14/2021	887627 \$	STANDARD INSURANCE	DEMAND		LIFE AD&D INS BENEFITS - DECEMBEF 001-1160 Total :	3,665.06 3,665.0 6
225189	12/23/2021	103648 (CITY OF SAN FERNANDO	PR 12/24/21		REIMB FOR PAYROLL W/E 12/17/21 001-1003 007-1003 017-1003 027-1003 027-1003 029-1003 030-1003 041-1003 070-1003 070-1003 072-1003 110-1003 110-1003 Total :	438,986 55 180.22 2,695.05 1,897.04 3,928.00 4,747.22 2,074.03 5,609.55 22,619.22 38,467.65 24,507.06 144.05 5,029.25 550,885.2
10	Vouchers fo	or bank coo	le: bank3			Bank total :	1,303,794.02
10	Vouchers in	this repor	t			Total vouchers :	1,303,794.02

Page:

SPECIAL CHECKS

EXHI	BIT '	"A"
RES.	NO.	22-021
Pa	age:	3

vchlist Voucher List Page: 3
01/13/2022 3:53:13PM CITY OF SAN FERNANDO
Bank code : bank3
Voucher Date Vendor Invoice PO # Description/Account Amount

Voucher Registers are not final until approved by Council.

EXHIBIT "A" RES. NO. 22-021

vchlist 01/03/2022	10:26:01AM		Voucher List CITY OF SAN FERNANDO			Page:	1
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
225401	1/5/2022 Vouchers fo	102519 P.E.R.S. Pr bank code : bank3	JAN 2022		HEALTH INS. BENEFITS- JAN 2022 001-1160 Total : Bank total :	1	52,359.43 5 2,359.43 5 2,359.43
1	Vouchers in	this report			Total vouchers :	1	52,359.43

Voucher Registers are not final until approved by Council.

EXHIBIT "A" RES. NO. 22-021

vchlist 01/13/2022	9:37:57/	AM	Voucher List CITY OF SAN FERNANDO		Page:	1	
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	A	Amount
225500	1/13/2022	2 889462 PANCHO VILLA'S RESTAURANT	3148		LP CLUB SUNDAY BRUNCH - 01/16/22 004-2383 Total :		,445.61 , 445.61
225501	1/12/2023	2 893115 P.E.R.S. CITY RETIREMENT	10000016655238		REPLACEMENT BENEFIT PLAN-R GOD 018-101-0000-4450 Total :		,536.92 , 536.92
	2 Vouchers	for bank code : bank3			Bank total :	3	,982.53
	2 Vouchers	in this report			Total vouchers :	3	,982.53

Voucher Registers are not final until approved by Council.

EXHIBIT "A" RES. NO. 22-021

vchlist 01/21/2022			Voucher List CITY OF SAN FERNANDO			Page: 1
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
225503	1/3/2022	893115 P.E.R.S. CITY RETIREMENT	10000016613814		EMPL CONTRIB VARIANCE-11/20-12/03 018-222-0000-4124 018-224-0000-4124 018-225-0000-4124 Total :	198.74 149.05 2,136.51 2,484.30
225504	1/14/2022	893115 P.E.R.S. CITY RETIREMENT	10000016613836		EMPL CONTRIB VARIANCE-12/04-12/17 018-222-0000-4124 018-224-0000-4124 018-225-0000-4124 Total :	213.84 160.38 2,298.75 2,672.97
225505	1/20/2022	893115 P.E.R.S. CITY RETIREMENT	10000016613856		EMPL CONTRIB VARIANCE-12/18-12/31 018-222-0000-4124 018-224-0000-4124 018-225-0000-4124 Total :	77.18 57.88 829.63 964.69
	3 Vouchers fo	or bank code : bank3			Bank total :	6,121.96
:	3 Vouchers in	n this report			Total vouchers :	6,121.96

Voucher Registers are not final until approved by Council.

EXHIBIT "A" RES. NO. 22-021

vchlist 01/26/2022	Voucher List 6:19:29PM CITY OF SAN FERNANDO			Page:	1		
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
225506	1/26/2022	103255 STATE BOARD OF EQUALIZATION	58-101099		VENDOR USE FUEL TAX RETURN-2021 074-320-0000-4457 Total :		4,427.46 4,427.46
225507	1/26/2022	891825 UNITED STATES TREASURY	OCT-DEC 2021		EXCISE TAX QRTLY PYMNT-12/31/21 074-320-0000-4457 Total :		2,200.25 2,200.25
2	2 Vouchers for	r bank code : bank3			Bank total :		6,627.71
2	Vouchers in	this report			Total vouchers :		6,627.71

Voucher Registers are not final until approved by Council.



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AGENDA REPORT

То:	Chair Mary Mendoza and Board Members
From:	Nick Kimball, Executive Director By: Sonia Gomez-Garcia, Interim Director of Finance
Date:	February 7, 2022
Subject:	Consideration to Adopt a Resolution to Formally Dissolve the Successor Agency to the San Fernando Redevelopment Agency

RECOMMENDATION:

It is recommended that the Board:

- a. Adopt Resolution No. 169 (Attachment "A") requesting to formally dissolve the Successor Agency to the San Fernando Redevelopment Agency (Successor Agency); and
- b. Authorize the Executive Director to execute all related documents and take all necessary actions to effectuate dissolution of the Successor Agency.

BACKGROUND:

- 1. On February 1, 2012 Assembly Bill X1 26 (AB 26) became effective, which dissolved local redevelopment agencies and replaced them with successor agencies responsible for winding down the activities and obligations of the former redevelopment agencies. As part of that process, successor agencies were required to prepare an administrative budget and Recognized Obligation Payment Schedule (ROPS) for each six-month fiscal period (commencing each January 1 and July 1), both of which must be submitted to an oversight board for approval.
- 2. On June 27, 2012, the Governor signed State budget trailer bill Assembly Bill No. 1484 (AB 1484) amending AB 26 by imposing additional requirements on successor agencies and clarifying the roles and responsibilities of the different agencies involved in the dissolution process. It also required transitioning from a six-month ROPS to an annual ROPS beginning July 1, 2016 (subsequently amended by SB 107 and extended to July 1, 2017).
- 3. On October 3, 2013, Pursuant to Health and Safety Code (HSC) section 34179.7, California Department of Finance (DOF) issued the Finding of Completion for the City of San Fernando Successor Agency, which included reviewing supporting documentation submitted to

Consideration to Adopt a Resolution to Formally Dissolve the Successor Agency to the San Fernando **Redevelopment Agency**

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substantiate payment or obtaining confirmation from the county auditor controller that the Successor Agency had made full payment of the amounts determined under HSC section 34179.6, subdivision (d) or (e) and HSC 34183.5.

- 4. On July 9, 2014, DOF completed its review of the Long Range Property Management Plan and approved for all of the properties to be transferred to the City of San Fernando for governmental use and/or future development.
- 5. On September 23, 2015, Governor Brown signed Senate Bill 107 (SB 107) that imposes additional requirements on successor agencies and sets a number of milestone dates for redevelopment dissolution. Some of the relevant dates included in SB 107 include:
 - a. February 1, 2017: Deadline for successor agencies to submit first annual ROPS for July 1, 2017 - June 30, 2018 (ROPS 17-18 A&B).
 - b. July 1, 2018: Single county-wide oversight board takes effect (originally set to take effect July 1, 2017).
- 6. Pursuant to SB 107, the County of Los Angeles created five oversight boards. Effective July 1, 2018, the Oversight Board to the Successor Agency of the San Fernando Redevelopment Agency was replaced with the Los Angeles County Third Supervisorial District Consolidated Oversight Board (Consolidated Oversight Board).
- 7. On January 11, 2022, the Consolidated Oversight Board approved and adopted the Successor Agency last and final ROPS and directed the Successor Agency to conduct the final steps required to effectuate dissolution. In addition, DOF advised the Successor Agency to proceed with the dissolution process.
- 8. Subsequent to approval by the Successor Agency to the San Fernando Redevelopment Agency (Successor Agency), staff will present a formal request to dissolve the Successor Agency to the Consolidated Oversight Board for approval. Upon approval from the Consolidated Oversight Board, the request for dissolution will be transmitted to the DOF, State Controller, and County Auditor-Controller.

ANALYSIS:

The Successor Agency was formed for the purpose of paying, performing and enforcing the enforceable obligations of the former San Fernando Redevelopment Agency. The Successor Agency has met all enforceable obligations and all debt has been fully paid.

Consideration to Adopt a Resolution to Formally Dissolve the Successor Agency to the San Fernando Redevelopment Agency

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Pursuant to Health and Safety code (HSC) Section 34187(b), the Successor Agency must submit a request to the Consolidated Oversight Board, with a copy to the Los Angeles County Auditor-Controller (the "County Auditor-Controller), to formally dissolve the Successor Agency within 30 days of the meeting the following criteria (collectively, the Dissolution Criteria):

- 1. All enforceable obligations identified in the Recognized Obligation Payment Schedules have been retired or paid off;
- 2. All real property has been disposed of pursuant to HSC Section 34181 or 34191.4; and
- 3. All outstanding litigation has been resolved.

The Successor Agency meets all of the preceding conditions and therefore, staff is requesting to formally dissolve the Successor Agency to the San Fernando Redevelopment Agency (Attachment "A").

Pursuant to HSC Section 34187(b), the Consolidated Oversight Board must take action within 30 days to approve the Successor Agency's request to dissolve and submit the request to DOF. DOF then has 30 days from the date of submission to issue a determination letter to approve or deny the Successor Agency request to formally dissolve.

In addition, pursuant to HSC section 34187 (e), within 100 days upon receipt of DOF approval letter, the Successor Agency will have to take the following steps:

- 1. Dispose of remaining assets and transfer any proceeds to the County Auditor Controller for distribution to the affected taxing entities.
- 2. The Successor Agency is to notify the Consolidated Oversight Board of its compliance related to any remaining assets and transfer of proceeds.

After completing these final tasks, the Successor Agency will be formally dissolved. Adoption of the proposed resolution is the first step in the dissolution process and authorizes staff to execute all remaining steps to dissolve the Successor Agency.

BUDGET IMPACT:

In August 2007, the Successor Agency to the San Fernando Redevelopment Agency had a note receivable of \$5,069,335 due to the sale of property of 543-563 Glenoaks Boulevard. Due to the terms of the loan, the Successor Agency received a balloon payment of the outstanding balance of \$3.62M in August 2017 (i.e., 10 years after the execution of the original note). In April 2020, the DOF had approved the Successor Agency to use a portion of the proceeds to pay the

Consideration to Adopt a Resolution to Formally Dissolve the Successor Agency to the San Fernando Redevelopment Agency Page 4 of 4

Successor Agency enforceable obligations approved on previous ROPS. However, the Successor Agency has a remaining cash balance of \$2.58M, which will be required to be returned to the County Auditor Controller and dispersed proportionally among taxing entities (which includes the City of San Fernando). These funds have been kept separately in a trust account and will not negatively impact the General Fund, Enterprise Funds, or Special Funds.

CONCLUSION:

The Successor Agency has fully paid all enforceable obligations identified in the Recognized Obligation Payment Schedule. Therefore, staff recommends that the Successor Agency adopt the attached resolution requesting to formally dissolve the Successor Agency to the San Fernando Redevelopment Agency; authorize staff to submit the formal request to dissolve to the Consolidated Oversight Board and the County Auditor Controller; and upon approval by the Consolidated Oversight Board, submit a copy of the approval to the Department of Finance for final approval.

ATTACHMENT:

A. Resolution No. 169

RESOLUTION NO. 169

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REQUESTING TO FORMALLY DISSOLVE THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY

RECITALS:

WHEREAS, pursuant to ABX1 26, enacted on June 28, 2011, and as subsequently amended by AS 1484, SB 341, and SB 107 ("Dissolution Act"), the Redevelopment Agency of the City of San Fernando was dissolved as of February 1, 2012, and the City of San Fernando elected to serve as the Successor Agency to the former Redevelopment Agency to the City of San Fernando ("Successor Agency"); and

WHEREAS, pursuant to the Dissolution Law, the Successor Agency was designated and vested with the responsibility of winding down the business and fiscal affairs of the City's former Redevelopment Agency; and

WHEREAS, on January 11, 2022, the Oversight Board approved the Successor Agency's last and final ROPS and directed the Successor Agency to conduct the final steps required to effectuate dissolution; and

WHEREAS, pursuant to the Dissolution Law (with particular reference to Health and Safety Code ("HSC") section 34187), once all enforceable obligations are paid off or retired, all real property is disposed of, and all outstanding litigation is resolved, the Successor Agency is required, within 30 days, to submit a dissolution request to the Third District Consolidated Oversight Board of Los Angeles County (the "Oversight Board"), with a copy of the request to the County Auditor-Controller; and

WHEREAS, the Board of Directors of the Successor Agency requests to formally dissolve the Successor Agency, having provided substantial evidence that all enforceable obligations are paid off or retired, all real property is disposed of, and all outstanding litigation is resolved, as required by HSC section 34187; and

WHEREAS, the Successor Agency shall submit a request to the Oversight Board to formally dissolve with a copy of the request to the County Auditor-Controller, and upon approval by the Oversight Board, shall submit a copy of the approval to the Department of Finance; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, section 15000 et seq., hereafter, the "Guidelines"), and the City's environmental guidelines; and

WHEREAS, the activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. This Resolution is adopted pursuant to the provisions of the Dissolution Act.

SECTION 3. The Successor Agency Board hereby finds and determines, based upon substantial evidence provided by the Successor Agency, that the Successor Agency has completed its prescribed obligations under HSC section 34187 as appropriate under State law.

SECTION 4. The Successor Agency Board hereby directs the Successor Agency's Secretary to transmit a copy of this Resolution to the Oversight Board and to formally request to dissolve the Successor Agency, with a copy of the request to the County Auditor-Controller, and upon approval by the Oversight Board, to request that the Oversight Board submit a copy of its approval to the Department of Finance.

SECTION 5. The officers and staff of the Successor Agency are hereby authorized and directly, jointly and severally, to do any and all things which they many deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

SECTION 6. The Successor Agency Board determines that the activity approved by this resolution is not a project for purposes of CEQA, as that term is defined by Guidelines section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per section 15378(b)(5) of the Guidelines.

SECTION 7. This Resolution shall take effect from and after the date of its passage and adoption in accordance with, and subject to, all applicable requirements of the Dissolution Law.

PASSED, APPROVED, AND ADOPTED this 7th day of February, 2022.

Mary Mendoza, Chair of the Successor Agency to the San Fernando Redevelopment Agency

ATTEST:

Julia Fritz, Secretary

CERTIFICATION

I, Secretary of the Successor Agency to the San Fernando Redevelopment Agency, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 169 which was regularly introduced and adopted by the Successor Agency to the San Fernando Redevelopment Agency, at a regular meeting thereof held on the 7th day of February, 2022, by the following vote of the Successor Agency to the San Fernando Redevelopment Agency:

AYES:

NAYS:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of February, 2022.

Julia Fritz, Secretary

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AGENDA REPORT

То:	Mayor Mary Mendoza and Councilmembers
From:	Nick Kimball, City Manager By: Matthew Baumgardner, Director of Public Works
Date:	February 7, 2022
Subject:	Second Reading and Adoption of Ordinance No. 1705 Approving Amendments to Sections 90-941 and 90-942 of Chapter 90 of the City of San Fernando City Code Relating to Speed Limits

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 1705 (Attachment "A") that was introduced for first reading at the City Council meeting of January 18, 2022, in title only and waive further reading, approving amendments to Sections 90-941 and 90-942 of Chapter 90 of the City of San Fernando City Code Relating to Speed Limits.

BACKGROUND:

- 1. The California Vehicle Code requires that the City conduct an Engineering and Traffic Survey of local streets every seven years, with the option to extend the survey for three additional years, if no changes exist. This requirement helps to ensure the proper posting of speed limits and also enables the Police Department to utilize radar or other electronic speed measuring devices for speed enforcement efforts. The City's existing survey is set to expire in 2022.
- 2. To meet this requirement, staff coordinated an analysis with its traffic engineering consultant, Tom Brohard, to evaluate the existing speed zones within the City.
- 3. On November 3, 2021, the Transportation and Safety Commission reviewed the findings and concurred with the recommendations identified in the Survey, with the exception of two segments recommended for speed limit increases.
- 4. On January 18, 2022, the City Council held a public hearing and adopted Resolution No. 8111 approving the 2021 Citywide Engineering and Traffic Survey Report (Attachment "B") to establish speed limit zones; and introduced Ordinance No. 1705 (Attachment "A") for first reading, in title only and waive further reading, approving amendments to Sections 90-941 and 90-942 of Chapter 90 of the City of San Fernando City Code Relating to Speed Limits.

Second Reading and Adoption of Ordinance No. 1705 Approving Amendments to Sections 90-941 and 90-942 of Chapter 90 of the City of San Fernando City Code Relating to Speed Limits Page 2 of 2

ANALYSIS:

The California Vehicle Code (CVC) establishes that roadway speed limits are to be set based on specific criteria. These are called prima facie speed limits or posted speed limits. A blanket speed limit of 15 miles per hour (mph) is established on all alleys, blind intersections, and at blind railroad crossings. A 25 mph speed limit may be established under the following conditions: 1) On any business or residential district; 2) At school zones, when children are present, and; 3) In senior zones.

Based on data collected in an engineering and traffic survey, a speed limit is established at the nearest five-mile per hour increment to the 85th percentile speed. The report was completed under the direction of a licensed traffic engineer and includes a significant amount of data collection in speed sampling, a review of accident histories, roadway conditions, traffic characteristics, and land use. The California Manual on Uniform Traffic Control Devices (CA MUTCD) does allow for certain conditions to warrant lower speeds, if necessary. In reviewing speed zones and making recommendations, several criteria are considered, including the 85th percentile of existing speed conditions, accident histories over a three-year period, roadway conditions, pedestrian activities, and speed limits in neighboring jurisdictions.

It was determined and declared, upon the basis of an engineering and traffic investigation, that for safe operation of vehicles on the following streets the prima facie speed limit shall be as set forth on those designated streets or parts of streets when signs are erected giving notice thereof, in accordance with Vehicle Code § 22358.

On January 18, 2022, the City Council adopted Resolution No. 8111 approving the 2021 Citywide Engineering and Traffic Survey Report (Attachment "B") to establish speed limit zones; and introduced Ordinance No. 1705 (Attachment "A") for first reading, in title only and waive further reading, approving amendments to Sections 90-941 and 90-942 of Chapter 90 of the City of San Fernando City Code Relating to Speed Limits.

BUDGET IMPACT:

Funding for the Citywide Engineering and Traffic Survey Report was included in the Fiscal Year 2021-2022 Adopted Budget. The funds are appropriated in the General Fund Public Works Department budget.

CONCLUSION:

Staff recommends that the City Council approve for second reading to adopt Ordinance No. 1705 (Attachment "A"), in title only and waive further reading, approving amendments to Sections 90-941 and 90-942 of Chapter 90 of the City of San Fernando City Code Relating to Speed Limits.

ATTACHMENTS:

A. Ordinance No. 1705

B. Resolution No. 8111

ORDINANCE NO. 1705

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING SECTIONS 90-941 AND 90-942 OF CHAPTER 90 OF THE CITY OF SAN FERNANDO CITY CODE RELATING TO SPEED LIMITS

The City Council of the City of San Fernando does ordain as follows:

SECTION 1. Section 90-941 ("Decrease of local speed limits") of Article XI ("Schedules") of Chapter 90 ("Traffic and Vehicles") of the San Fernando City Code is hereby amended to read as follows:

Sec. 90-941. – Amending of local speed limits.

It is determined and declared, upon the basis of an engineering and traffic investigation, that for safe operation of vehicles on the following streets the prima facie speed limit shall be as set forth on those designated streets or parts of streets when signs are erected giving notice thereof, in accordance with Vehicle Code § 22358:

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (miles per hour) as established in the engineering and traffic survey adopted by Resolution No. 8111 on January 18, 2022.
Arroyo Avenue, from Glenoaks Boulevard to north city limits	35
Arroyo Street, from Glenoaks Boulevard to Fifth Street	30
Brand Boulevard, from Fourth Street to Glenoaks Boulevard	30
Brand Boulevard, from Truman Street to Fourth Street	35
Brand Boulevard, from Truman Street to the south city limits	35
Chatsworth Drive, from the south city limits to San Fernando Road	30
Eighth Street, from west city limits to Maclay Avenue	25

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (miles per hour) as established in the engineering and traffic survey adopted by Resolution No. 8111 on January 18, 2022.
Fifth Street, from west city limits to east city limits	30
First Street, from Hubbard Avenue to Maclay Avenue	30
Fourth Street, from west city limits to east city limits	30
Glenoaks Boulevard, from west city limits to east city limits	40
Harding Avenue, from north city limits to Glenoaks Boulevard	25
Harding Avenue, from Glenoaks Boulevard to Fourth Street	25
Harding Avenue, from Fourth Street to First Street	25
Hubbard Avenue, from south city limits to north city limits	35
Maclay Avenue from Truman Street to Fourth Street	25
Maclay Avenue, from Fourth Street to Glenoaks Boulevard	30
Maclay Avenue, from Glenoaks Boulevard to north city limits	<mark>30</mark> 35
Mission Boulevard, from south city limits to Truman Street	35
Orange Grove Avenue, from Glenoaks Boulevard to north city limits	25
Orange Grove Avenue, from Glenoaks Boulevard to Fourth Street	25
San Fernando Road, from Kittridge Street to east city limits	30

	Declared
	Prima Facie
Name of Street or	Speed Limit
Portion Affected	(miles per hour) as established in the engineering and
	traffic survey adopted by Resolution No. 8111 on
	January 18, 2022.
San Fernando Road, from west city limits to Mission Boulevard	35
Seventh Street, from west city limits to Maclay Avenue	25
Truman Street, from west city limits to east city limits	35
Workman Street, from south city limits to San Fernando Road	25

SECTION 2. Section 90-942 ("Decrease of speed limits on narrow streets") of Article XI ("Schedules") of Chapter 90 ("Traffic and Vehicles") of the San Fernando City Code is hereby amended to read as follows:

Sec. 90-942. - Amending of speed limits on narrow streets.

It is determined upon the basis of an engineering and traffic investigation that the state prima facie speed limit of 25 miles per hour in a business or residence district or in a public park on any street having a roadway not exceeding 25 feet in width is more than is reasonable or safe under the conditions found to exist upon such streets, and it is declared that the prima facie speed limit shall be 15 miles per hour on those designated streets or parts thereof when signs are erected giving notice thereof, in accordance with Vehicle Code § 22358.3:

	Declared
	Prima Facie
Name of Street or	Speed Limit
Portion Affected	(miles per hour) established under the engineering and
	traffic survey adopted by Resolution No. 8111 on
	January 18, 2022
Park Avenue, from Fourth Street to First Street	15 _25
San Fernando Road, from Mission Boulevard to Kittridge Street	20

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that is would have passed each section, subsection, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 4. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando this 7th day of February, 2022.

ATTEST:

Julia Fritz, City Clerk

Mary Mendoza, 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. 1705 which was introduced on January 18, 2022, and adopted by the City Council of the City of San Fernando, California at a regular meeting thereof held on the 7th day of February, 2022 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 February, 2022.

Julia Fritz, City Clerk

RESOLUTION NO. 8111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE 2021 CITYWIDE ENGINEERING AND TRAFFIC SURVEY USED IN ESTABLISHING SPEED LIMITS ON CITY STREETS

WHEREAS, the City of San Fernando ("City") uses the engineering and traffic survey to establish and enforce speed limits legally on its streets with the use of radar and electronic devices in accordance with the California Vehicle Code; and

WHEREAS, the City's previously adopted engineering and traffic survey is no longer considered admissible by the County of Los Angeles Traffic Court and needs to be replaced with an updated survey prepared in accordance with the California Vehicle Code; and

WHEREAS, the update of the City's engineering and traffic survey was conducted in 2021 in compliance with the requirements of the California Vehicle Code; and

WHEREAS, the signing of Assembly Bill 43 into law by Governor Newsom on October 8, 2021, will provide the City Council with the discretion to establish safety corridors in certain zones in the City to reduce speed limits once guidelines are established by the State's Judicial Council or by June 30, 2024, whichever is sooner; and

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 calls for the amendment of local speed limits as required by Section 90-941 of the San Fernando Municipal Code and shown in the following table:

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (miles per hour)
Arroyo Avenue, from Glenoaks Boulevard to north city limits	35
Arroyo Street, from Glenoaks Boulevard to Fifth Street	30
Brand Boulevard, from Fourth Street to Glenoaks Boulevard	30
Brand Boulevard, from Truman Street to Fourth Street	35
Brand Boulevard, from Truman Street to the south city limits	35
Chatsworth Drive, from the south city limits to San Fernando Road	30
Eighth Street, from west city limits to Maclay Avenue	25
Fifth Street, from west city limits to east city limits	30

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (miles per hour)
First Street, from Hubbard Avenue to Maclay Avenue	30
Fourth Street, from west city limits to east city limits	30
Glenoaks Boulevard, from west city limits to east city limits	40
Harding Avenue, from north city limits to Glenoaks Boulevard	25
Harding Avenue, from Glenoaks Boulevard to Fourth Street	25
Harding Avenue, from Fourth Street to First Street	25
Hubbard Avenue, from south city limits to north city limits	35
Maclay Avenue from Truman Street to Fourth Street	25
Maclay Avenue, from Fourth Street to Glenoaks Boulevard	30
Maclay Avenue, from Glenoaks Boulevard to north city limits	30 35
Mission Boulevard, from south city limits to Truman Street	35
Orange Grove Avenue, from Glenoaks Boulevard to north city limits	25
Orange Grove Avenue, from Glenoaks Boulevard to Fourth Street	25
San Fernando Road, from Kittridge Street to east city limits	30
San Fernando Road, from west city limits to Mission Boulevard	35
Seventh Street, from west city limits to Maclay Avenue	25
Truman Street, from west city limits to east city limits	35
Workman Street, from south city limits to San Fernando Road	25

SECTION 2. The City Council calls for the amendment of speed limits on narrow streets as required by Section 90-942 of the San Fernando Municipal Code and shown in the following table:

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (miles per hour)
Park Avenue, from Fourth Street to First Street	15 -25
San Fernando Road, from Mission Boulevard to Kittridge Street	20

SECTION 3. 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 18th day of January, 2022.

Mary Mendoza, Mayor of the City of San Fernando, California

ATTEST:

Fritz,

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. 8111, 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 18th day of January, 2022, by the following vote of the City Council:

AYES: Rodriguez, Ballin, Mendoza – 3

NAYS: None

ABSENT: None

ABSTAINED: Montañez, Pacheco – 2

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this $20^{1/2}$ day of January 2022.

Julia Fritz. City Clerk

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February 7, 2022 CC Regular Meeting



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AGENDA REPORT

- To: Mayor Mary Mendoza and Councilmembers
- From: Nick Kimball, City Manager By: Julia Fritz, City Clerk
- Date: February 7, 2022
- Subject: Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of February 12, 2022 to March 13, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8119 (Attachment "A") re-authorizing remote teleconference meetings for the period of February 12, 2022 to March 13, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code (GC) Section 54953(E) and other applicable provisions of Assembly Bill 361.

BACKGROUND:

- 1. On October 4, 2021, the City Council was presented with an agenda report regarding adopting a resolution to continue remote teleconference meetings of the City of San Fernando's Legislative Bodies under the provisions of Assembly Bill (AB) 361 (Attachment "B"), which was signed into law on September 17, 2021. The City Council did not adopt the resolution, thereby reverting all legislative body meetings to comply with all Ralph M. Brown Act (Brown Act) requirements for public meetings.
- 2. On January 12, 2022, the City Council was presented an agenda report at the request of Vice Mayor Pacheco, to reconsider adopting a resolution to continue remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361. The City Council approved and adopted Resolution No. 8089 (Attachment "C"), and for a period of 30 days, effective January 12, 2022 to February 11, 2022 the Legislative Bodies of the City may conduct public meetings via teleconferencing in compliance with GC Section 54953(E) and other applicable provisions of AB 361.

Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of February 12, 2022 to March 13, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361 Page 2 of 3

ANALYSIS:

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

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

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

On January 12, 2022, the City Council adopted Resolution No. 8089 (Attachment "C") making a determination approving findings in accordance with AB 361, to allow the City to continue the option to hold teleconference meetings without complying with certain teleconferencing requirements of the Brown Act. The resolution is only effective for 30 days and expires on February 11, 2022. The City Council can renew the resolution, every 30 days, at which time a subsequent resolution (Attachment "A") will need to be adopted. If the resolution lapses, the City's Legislative Bodies will be required to comply with the Brown Act (Pre-COVID-19 Pandemic) until a new resolution is adopted to make the initial determinations and findings again.

BUDGET IMPACT:

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

Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of February 12, 2022 to March 13, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361 Page 3 of 3

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8119 (Attachment "A") re-authorizing remote teleconference meetings for the period of February 12, 2022 to March 13, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code (GC) Section 54953(E) and other applicable provisions of Assembly Bill (AB) 361.

ATTACHMENTS:

- A. Resolution No. 8119
- B. Assembly Bill (AB) 361
- C. Resolution No. 8098

RESOLUTION NO. 8119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR ALL LEGISLATIVE BODIES OF THE CITY OF SAN FERNANDO, FROM FEBRUARY 12, 2022 THROUGH MARCH 13, 2022, PURSUANT TO GOVERNMENT CODE SECTON 54953(E) IN ACCORDANCE WITH ASSEMBLY BILL 361

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

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

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

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

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

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

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

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

WHEREAS, there has been an alarming global surge in the highly virulent Omicron variant of the COVID-19 virus, the impact of which has been felt in Los Angeles County; and

WHEREAS, according to state figures, there were 2,240 COVID-positive patients in Los Angeles County hospitals as of January 4, 2022, a jump from 1,994 on January 3, 2022 and of those patients, 303 were being treated in intensive care, an increase from 278 a day earlier; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. This Resolution shall take effect immediately upon adoption and shall be effective until the earlier of (i) 12:00 am on March 13, 2022 or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of San Fernando may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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

PASSED, APPROVED, AND ADOPTED THIS 7th day of February, 2022.

Mary Mendoza, 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. 8119 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 7th day of February, 2022, 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 February, 2022.

Julia Fritz, City Clerk

Assembly Bill No. 361

CHAPTER 165

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

[Approved by Governor September 16, 2021.

Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This bill would make legislative findings to that effect.

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

This bill would make legislative findings to that effect.

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

DIGEST KEY

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

BILL TEXT

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

SECTION 1.

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

89305.6.

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

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

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

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

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

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

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

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

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

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

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

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

SEC. 2.

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

11133.

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

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

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

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

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

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

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

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

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

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

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

SEC. 3.

Section 54953 of the Government Code is amended to read:

54953.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

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

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

SEC. 3.1.

Section 54953 of the Government Code is amended to read:

54953.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).
(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4.

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

54953.

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

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

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

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

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

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

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

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

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

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

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

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

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

SEC. 4.1.

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

54953.

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

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

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

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

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

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

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

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

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

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

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

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

SEC. 5.

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

SEC. 6.

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

SEC. 7.

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

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

SEC. 8.

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

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

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

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

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

SEC. 9.

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

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

RESOLUTION NO. 8098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR ALL LEGISLATIVE BODIES OF THE CITY OF SAN FERNANDO, FROM JANUARY 12, 2022 THROUGH FEBRUARY 11, 2022, PURSUANT TO GOVERNMENT CODE SECTON 54953(E) IN ACCORDANCE WITH ASSEMBLY BILL 361

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

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

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

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

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

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

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

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

WHEREAS, there has been an alarming global surge in the highly virulent Omicron variant of the COVID-19 virus, the impact of which has been felt in Los Angeles County; and

WHEREAS, according to state figures, there were 2,240 COVID-positive patients in Los Angeles County hospitals as of January 4, 2022, a jump from 1,994 on January 3, 2022, and of those patients, 303 were being treated in intensive care, an increase from 278 a day earlier; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. This Resolution shall take effect immediately upon adoption and shall be effective until the earlier of (i) 12:00 am on February 11, 2022 or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of San Fernando may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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

PASSED, APPROVED, AND ADOPTED THIS 12th day of January, 2022.

Mary Mendoza, Mayor of the City of San Fernando, California

ATTEST:

dia Britz

Julia Fritz, CMC City Clerk

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

I, Julia Fritz, City Clerk of the City of San Fernando, hereby certify that the foregoing Resolution No. 8098 was passed and adopted by the City Council of the City of San Fernando, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 12th day of January, 2022 and that said Resolution was adopted by the following vote, to-wit:

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

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Julia Fritz, CMC City Clerk

February 7, 2022 CC Regular Meeting



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AGENDA REPORT

- To: Mayor Mary Mendoza and Councilmembers
- From:Nick Kimball, City ManagerBy:Julian J. Venegas, Director of Recreation and Community ServicesMaria Calleros, Executive Assistant

Date: February 7, 2022

Subject: Consideration to Authorize Submittal of Grant Applications to the National Endowment for the Arts and the California Arts Council to Support the Mariachi Master Apprentice Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the preparation and submittal of a grant application to the National Endowment for the Arts (NEA) for \$57,000 to support the Mariachi Master Apprentice Program (MMAP);
- b. Authorize the preparation and submittal of a grant application to the California Arts Council (CAC) for \$18,000 to support the Mariachi Master Apprentice Program (MMAP);
- c. Authorize the City Manager to accept the grants, if awarded;
- d. Authorize the City Manager to execute all grant-related documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- e. Upon full execution of all grant-related documents, authorize the City Manager to amend the appropriate Fiscal Year (FY) 2023-2024 revenue and expenditure budgets to appropriate the grant funds.

BACKGROUND:

- 1. Since 2001, the City has received grant funds annually from both the NEA and the CAC to support the City of San Fernando MMAP. Recipient of serval awards at both the state and national level, MMAP continues to reflect a positive image on the City.
- 2. On December 12, 2021, staff received notice from NEA that the FY 2023-2024 grant application period was open, with applications due on February 22, 2022.

RECREATION AND COMMUNITY SERVICES DEPARTMENT 208 PARK AVENUE, SAN FERNANDO, CA 91340 (818) 898-1290 WWW.SFCITY.ORG

Consideration to Authorize Submittal of Grant Applications to the National Endowment for the Arts and the California Arts Council to Support the Mariachi Master Apprentice Program Page 2 of 4

3. On January 20, 2022, staff received notice from the CAC that the FY 2022-2023 grant application period was open, with applications due on February 16, 2022.

ANALYSIS:

Mariachi Master Apprentice Program (MMAP).

MMAP connects Grammy award-winning mariachi masters with young music students to preserve the mariachi music genre. Mariachi Los Camperos provides instruction on traditional mariachi instruments: violins, guitars, *guitarrones, vihuelas*, trumpets, and folk harp. The students and instructors experience exemplary artworks at international mariachi conferences and workshops throughout California and the southwest. This experience allows students to observe, study, and perform with the most prestigious mariachi ensembles and represent the City as cultural arts ambassadors.

The curriculum ingrains an empowering sense of self-confidence, pride, and identity while providing an outlet for cultural expression in celebration of Mexican heritage. MMAP specific arts/music education outcomes include: 1) development, reinforcement, and application of student instrumental technique; 2) development, strengthening, and application of student musicianship skills; 3) enhancement of student solo and chorus singing skills; 4) performance of traditional and popular mariachi music before the public and with other professional ensembles; and 5) development and fostering of student professionalism and performance etiquette. These outcomes are in accordance with the California Department of Education Music Standards.

National Endowment for the Arts (NEA).

Established by Congress in 1965, the NEA is the independent federal agency providing funding support that gives Americans the opportunity to participate in the arts, exercise their imaginations, and develop their creative capacities. Through partnerships with state arts agencies, local leaders, other federal agencies, and the philanthropic sector, the NEA supports arts learning, affirms and celebrates America's rich and diverse cultural heritage, and extends its work to promote equal access to the arts in every community across America.

The NEA "Grants for Arts Projects" is the principal grants program for organizations based in the United States. The arts are a powerful and important part of what unites us and celebrate our differences while connecting us through shared experiences. Through project-based funding, the program supports public engagement with, and access to, various forms of art across the nation, the creation of art, learning the arts at all stages of life, and the integration of the arts into the fabric of community life. The "Folk and Traditional Arts" subprogram is rooted in and reflective of the cultural life of a community. Community members may share a common ethnic heritage, cultural mores, language, religion, occupation, or geographic region. These vital and constantly reinvigorated artistic traditions are shaped by values and standards of excellence that are passed

Consideration to Authorize Submittal of Grant Applications to the National Endowment for the Arts and the California Arts Council to Support the Mariachi Master Apprentice Program Page 3 of 4

from generation to generation, most often within family and community, through demonstration, conversation, and practice.

The NEA "Grants for Arts Projects" generally range from \$10,000 to \$100,000 and support the creation of art that meets the highest standards of excellence, public engagement with diverse and excellent art, lifelong learning in the arts, and the strengthening of communities through the arts. The San Fernando MMAP project generally receives an average of \$45,000 per year in NEA funding and has received over \$1 million since the program's inception. Grant funds pay for artist instructor fees, travel to conferences, and project support. The deadline to submit for the NEA grant funding cycle for FY 2023-2024 is February 22, 2022.

California Arts Council (CAC).

The CAC "Impact Project Grant" intends to support collaborative projects that center artists and artistic practice in responding to issues facing California at this time, including the pervasive social, political, and economic inequalities experienced by those communities most vulnerable to, and adversely affected by, the COVID-19 pandemic. This program prioritizes local artists and forms of arts and cultural expression that are unique to, and/or historically rooted in, the specific communities to be served.

The Impact Projects grant supports arts organizations for collaborations between local artist(s) (Mariachi Los Camperos) and community members (MMAP) to develop and express their own creative and artistic goals and address a community-defined need.

The Impact Project Grant program awards up to an \$18,000 grant. The City's MMAP has received approximately \$11,000 annually from the CAC grant programs since the program's inception. Usually, the CAC grant program requires a dollar-for-dollar match with non-state funds. Historically, the City has matched the CAC awards with General Funds and Federal NEA funds. However, the Impact Project Grant does not have a match requirement, but staff recommends that the City continue supporting the MMAP with the \$12,000 annual allocation to the program. The deadline to submit for the CAC Impact Project Grant is February 16, 2022, for the funding cycle FY 2022-2023.

BUDGET IMPACT:

Sources of MMAP Funding.

The proposed Budget for MMAP in Fiscal Year 2023-2024 is approximately \$127,950. The NEA grant provides funding to support 45% of all program costs, while the CAC grant supports 14% of the cost. The Source of MMAP funding table lists all funding sources for the program.

Consideration to Authorize Submittal of Grant Applications to the National Endowment for the Arts and the California Arts Council to Support the Mariachi Master Apprentice Program Page 4 of 4

Source of MMAP Funding			
NEA Grant	\$57,000	45%	
CAC- State	\$18,000	14%	
Donations/Honorariums	\$6,000	5%	
City of San Fernando	\$12,000	9%	
In Kind	\$34,950	27%	
Total Project Budget	\$127,950		

The grant disbursement timeline for the California Arts Council will be for the FY 2022-2023 (Grant Activity Period October 1, 2022 – September 30, 2023). The City funding support for the Mariachi Master Apprentice Program will continue to be \$12,000 in FY 2022-2023. The grant disbursement timeline for the National Endowment for the Arts grant will be for FY 2023-2024.

CONCLUSION:

It is recommended that the City Council authorize staff to prepare and submit a grant application to the National Endowment for the Arts and to the California Arts Council to support the Mariachi Master Apprentice Program, and if awarded, authorize the City Manager to accept the grant funds, execute all related grant documents, and amend FY 2023-2024 revenue and expenditure budgets to appropriate the grant funds.

February 7, 2022 CC Regular Meeting



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AGENDA REPORT

То:	Mayor Mary Mendoza and Councilmembers
From:	Nick Kimball, City Manager By: Matt Baumgardner, Director of Public Works
Date:	February 7, 2022
Subject:	Consideration to Authorize the Formal Solicitation of Bids for the Pico Street Resurfacing Project

RECOMMENDATION:

It is recommended that the City Council authorize the formal solicitation of bids for the Pico Street Resurfacing Project to be advertised and publicly noticed for no less than 30 days prior to the opening of bids.

BACKGROUND:

- 1. On March 18, 2019, the City Council adopted Resolution No. 7906 approving the use of CDBG funds for the Pico Street Resurfacing project.
- 2. On June 21, 2021, the City Council approved an additional appropriation of \$50,000 in SB-1 funding as part of the Fiscal Year (FY) 2021-2022 budget cycle, to cover additional costs for engineering design and construction management.

ANALYSIS:

CDBG funds may be used to make improvements to streets and sidewalks in CDBG qualified census tracks. Due to limited funding for street improvements, the City Council approved using FY 2019-2020 CDBG funds for street resurfacing on Pico Street, which is in a CDBG qualified census track.

The Pico Street Resurfacing Project will consist of a grind and overlay of an approximate 0.4-mile section of Pico Street, between Kalisher Street and Brand Boulevard. In addition to street paving, the project will include removal and replacement of certain sections of curb and gutter, sidewalk, and drive approaches along this section of Pico Street.

Pending approval by City Council to release a formal solicitation of bids, the project is expected to begin in April 2022 and completion is anticipated within a two-month period.

Consideration to Authorize the Formal Solicitation of Bids for the Pico Street Resurfacing Project Page 2 of 2

Pursuant to Chapter 7, Section 3.C.1 of the City's Purchasing Policy, a notice shall be published in a newspaper of general circulation at least 14 calendar days prior to the bid opening date. Notice shall also be mailed to the construction bid rooms for this area at least 30 calendar days prior to the opening of the bids. Notice will also be posted on the City website during this period. The bid package (<u>Project Specifications, Plans, and Bid Proposal Documents</u> – as shown in Attachment "A") will be available in electronic format to all interested parties.

The bid proposals are tentatively scheduled to be opened by the City Clerk, in the Council Chambers, on Monday, March 7, 2022. Staff will review the bids and determine the lowest responsive bidder. Staff will return to City Council for consideration to the award the construction contract on March 21, 2022.

BUDGET IMPACT:

Funding for this project is included in the FY 2021-2022 Adopted Budget, as follows:

SOURCES			
Fund	Account Number	Allocation	
CDBG	026-3693-0182	\$	479,325
SB-1	025-3693-0182	\$	50,000
Total Sources:		\$	529,325

USES			
Activity	Account Number	Cost	
Engineering/Administration/Construction Management	025-311-0182-4600	\$	50,000
Construction	025/026-311-0182-4600	\$	479,325
Total Uses:		\$	529,325

CONCLUSION:

Staff recommends that the City Council authorize the formal solicitation of bids for Pico Street Resurfacing Project.

ATTACHMENT:

A. <u>Project Bid Package</u> (hardcopy available at the Public Works counter)

February 7, 2022 CC Regular Meeting



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AGENDA REPORT

- To: Mayor Mary Mendoza and Councilmembers
- From: Nick Kimball, City Manager By: Matt Baumgardner, Director of Public Works

Date: February 7, 2022

Subject: Consideration to Approve an Increase to Purchase Order No. 12446 with Step-Saver Consulting Services for Purchasing and Delivery of Salt for Use in the Nitrate Removal System for Well 7A

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an increase to Purchase Order No. 12446 (Attachment "A") with Step-Saver Consulting Services by \$25,000, to a total of \$50,000, for Purchasing and Delivery of Salt for Use in the Nitrate Removal System for Well 7A; and
- b. Authorize the City Manager, or designee, to execute the increase to the Purchase Order and all related documents.

BACKGROUND:

- 1. In December 2018, the City brought an Ion Exchange System online at Well 7A to remove Nitrates from the groundwater. Salt is a key ingredient in the Ion Exchange System and is critical to proper functioning of the system.
- 2. On July 26, 2021, a purchase order for \$25,000 was issued after receiving three informal bids to Step-Saver Consulting Services for purchase and delivery of salt for use in the Nitrate Removal System for Well 7A.

ANALYSIS:

Well 2A is the City's largest producing groundwater extraction well and provides 60 percent of the City's water demand. Well 7A is the next largest producer and provides 30 percent of the City's demand. A Nitrate Removal system was installed at Well 7A in 2018 to remove the rising nitrate levels and keep drinking water safe for San Fernando residents. A new nitrate removal system is currently being developed at Well 3 to bring it back online and create more redundancy in the overall water treatment system.

PUBLIC WORKS DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1222 WWW.SFCITY.ORG **REVIEW:** Imance Director Deputy City Manager City Manager Page 167 of 323

Consideration to Approve an Increase to Purchase Order No. 12446 with Step-Saver Consulting Services for Purchasing and Delivery of Salt for Use in the Nitrate Removal System for Well 7A Page 2 of 2

Nitrate removal occurs in the City's ion exchange system when positively charged nitrate ions combine chemically with the negatively charged resin beds in the treatment system. This reaction strips the nitrate from the raw water and allows the treated water to pass through the system. Salt is important for the operation of the treatment system because it is introduced after the resin material is fully saturated with nitrates. The salt, like the resin material, is negatively charged and combines with the positively charged nitrate. When saltwater is introduced to the system, it strips the nitrates from the resin and discharges into the sewer system. Upon completion of this process, the resin is regenerated and is able to perform nitrate treatment on the raw water.

Nitrate levels at Well 2A have been trending higher over the last year. This can be due to factors such as higher temperatures through the summer and fall seasons, as well as higher pumping of the aquifer in the region. The increase in nitrates triggered a commensurate rise in production of the Ion Exchange system for Well 7A in an effort to reduce the pumping at Well 2A. This rise in production required staff to purchase additional Step-Saver bulk salt deliveries for the Ion Exchange system.

Staff is requesting an increase to Purchase Order No. 12446 in the amount of \$25,000 to cover the additional costs of salt deliveries for the remainder of the fiscal year.

BUDGET IMPACT:

The total amount of the increased Purchase Order is \$50,000. Funding is available for the increase for the salt delivery services in the Fiscal Year (FY) 2021-2022 adopted budget. Available funds will be transferred from 070-385-0000-4260 to 070-384-0000-4300.

CONCLUSION:

It is recommended that the City Council approve an increase to Purchase Order No. 12446 with Step-Saver Consulting Services for Purchasing and Delivery of Salt for Use in the Nitrate Removal System for Well 7A during FY 2021-2022.

ATTACHMENT:

A. Purchase Order No. 12446

February 7, 2022 CC Regular Meeting



117 Macneil St. San Fernando, California 91340 Telephone: (818) 898-1200

VENDOR: 893463

STEP SAVER 1917 WEST 2425 SOUTH WOODS CROSS, UT 84087

FOB Point:

Terms: AP Net 30 days

Req. Del. Date:

Special Inst:

ATTACHMENT "A" Page 1 / 1

PO NUMBER

12446

SHIP TO: PUBLIC WORKS CITY YARD CITY OF SAN FERNANDO **120 MACNEIL STREET** SAN FERNANDO, CA 91340

DATE

7/26/2021

Req. No.: CY-00595 Dept.: PUBLIC WORKS CITY YARD Contact: OTREMBA, ANGIE

Confirming? No

Quantity	Unit	Description	Unit Price	Ext. Price
		BLANKET PURCHASE ORDER		
1.00		BULK MORTON NSF CERTIFIED WHITE CRYSTAL	25,000.0000	25,000.00
		SALT (25 TON DELIVERIES; MISC. ADDED		
		FEES FOR DELIVERIES)		
		I	SUBTOTAL	25,000.00
BILL TO: CIT	Y OF SAN	FERNANDO	TAX	0.00
FIN	ANCE DE	PARTMENT	FREIGHT	0.00

117 MACNEIL STREET SAN FERNANDO, CA 91340

Transportation Charges Must be Prepared on All Purchase Where F.O.B. Point is Other Than San Fernando, CA Unless Specifically Othewise Authorized.

TOTAL

AUTHORIZED SIGNATURE

PURCHASING AGENT (FINANCE)

IMPORTANT: OUR PURCHASE ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

This order is given upon the representation and guaranty of the manufacturer or seller that no breach of any State or Federal Law or Regulation has occurred in connection with the manufactoring, processing, branding labeling or transportation of the merchandise herein mentioned. If such breach occurs or is charged by any legally constitued State or Federal authority, the buyer shall be entitled to rescind the order and return the unused merchandise and shall also be held by the manufactuer or seller against any penalty incurred and/or cost of defense of any proceeding designed to penalize the buver therefore.

25,000.00

- 1. PURCHASE OF GOODS & SERVICES: City agrees to purchase, and Vendor agrees to sell, the goods ("Goods") and to provide the services related to the installation or delivery of such goods ('Services") set forth in (I) the City's Notice Inviting Bids, requisition request, or other written or verbal solicitation of bids by the Purchasing Officer ("City's Bid Documents") and (II) Vendor's Bid in response thereto ("Vendors Bid"). The City's Bid Documents and the Vendor's Bid shall be referred to collectively as the "Bid Documents." The Goods shall be in compliance with all of the standards and specifications set forth in the Bid Documents, and the Services shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions. In the event of any conflict, the order of precedent shall be as follows: (I) specifications set forth in this Purchase Order, (II) City's Bid Documents; and (III) Vendor's Bid. There shall be no substitution of Goods or Services, without the prior written authorization of the Purchasing Officer.
- 2. ACCEPTANCE OF PURCHASE ORDER: This Purchase Order constitutes the entire agreement between the Vendor and the City covering the Goods and /or Services described herein except as otherwise noted in the Purchase Order. Failure to decline to perform in writing constitutes agreement to the terms of the Purchase Order. Time is of the essence.
- 3. PURCHASE PRICE: The purchase price for the Goods and Services shall be the amount set forth in this Purchase Order. Vendor represents that the prices quoted to or paid by the City will not exceed current prices charged to any other customer by the Vendor on the Execution Date for items that are the same or substantially similar to the Goods, taking into consideration the quantity under consideration, and the Vendor will forthwith refund any amounts paid by the City in excess of the price.
- 4. PACKING AND SHIPPING: Deliveries shall be made as specified without charge for boxing, crating, or storage unless otherwise specified, and Articles shall be suitably packed to secure lowest transportation cost, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. Articles shall be described on bills of lading in accordance with current Motor Freight or Uniform Freight Classification, whichever is applicable. The City's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. The City's count or weight shall be final and conclusive on shipments not accompanies by packing slips. Shipments for two or more destinations when so directed by the City shall be shipped in separate boxes or container for each destination, at no extra charge.
- 5. DELIVERY DATE: The Goods must be shipped and must arrive at the destination specified on the Purchase Order as "Ship To" and Services must be provided by the Vendor by the request date specified therein ("Required Delivery Date"). Any failure by the Vendor to meet the Required Delivery Date will constitute a material default of this Purchase Order and the City may cancel any Goods not delivered in a timely manner without liability. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Required Delivery Date for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised schedule.
- 6. DELIVERY RISK OF LOSS: All orders will be F.O.B. Destination if not otherwise specified in the Purchase Order. Risk of loss or damage to the Goods must remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Services and to notify the Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Services that do not conform to the terms and conditions of the Bid Documents. Any Goods and Services rejected may be returned to the Vendor at the Vendor's risk and expense.
- 7. INVOICES: An invoice must be mailed to the City at the address specified in the Purchase Order as "Bill To" no later than the 5th day after shipment is made. Individual invoices must be issued for each shipment against each Purchase Order. Invoices must contain the Purchase Order number, description of Goods and Services, unit price, quantities billed, extended totals, and applicable taxes as set forth in Section 9 of these Terms & Conditions.
- CASH DISCOUNTS: The date used as the basis for cash discount calculation is the date the Articles are received or the date an acceptable invoice is received, whichever is later.
- 9. TAXES: Vendor shall separately state on all invoices any taxes imposed by federal or state government applicable to furnishing of the articles; provided, however where a tax exemption is available, such tax shall be subtracted from the total price and identified. Municipalities are exempt from federal excise and transportation taxes. Total prices quoted are to exclude federal taxes. Unless otherwise set forth in the Purchase Order, the purchase price will be considered to include state and city sales or use tax.
- 10. CANCELLATION: The City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Vendor is not in default. On receipt of notice of termination, Vendor shall, unless such notice otherwise directs, immediately discontinue its performance under the Purchase Order and deliver, if and as directed, to City all completed and partially completed Goods and Services in process. This section shall not limit or affect the right of City to terminate immediately upon Vendor's breach.
- CHANGES: This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.
- 12. WARRANTY: The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured pursuant to a detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor

shall conform to applicable specifications. The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and Services and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

- **13. BUSINESS LICENSE:** The Vendor must obtain a City business license, unless the Vendor qualifies for an exemption.
- 14. ASSIGNMENT OF CONTRACT: None of the sums due or to become due nor any of the work to be performed under this contract shall be assigned nor shall Vendor subcontract for completed or substantially completed Articles or major components thereof without the City's prior written consent. Any assignments to which the City consents shall be subject to set off or recoupment for any present or future claim which the City may have against the Vendor.
- 15. INSURANCE: Vendor shall maintain at its expense, until completion of performance and acceptance by City, insurance from an insurer acceptable to the City for: comprehensive general liability coverage of \$1,000,000 combined single limit for each occurrence or \$2,000,000 general aggregate; automobile liability coverage of \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles; and workers' compensation coverage as required by the California Labor Code. The City's Risk Manager may waive or modify certain requirements in writing in the form of an addendum to this Purchase Order.
- INDEMNITY: Except as to the sole negligence, or willful misconduct of the City, 16. Vendor shall indemnify, defend and hold the City and City's elected and appointed officials, employees, officers, agents and volunteers (collectively "City Indemnitees") harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorneys' fees, which arises out of, or is related to, or is in any manner connected with the Goods and Services provided pursuant to this Purchase Order and/or the performance of work, activities, operations or duties of the Vendor, or anyone employed by or working under Vendor, and from all claims by anyone employed by or working under Vendor for services rendered to Vendor in performance of this Agreement, notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Vendor or of anyone employed by or working under Vendor. The parties agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's' self-administered workers' compensation in included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Aareement.
- DUTY TO DEFEND: Vendor agrees, at its cost and expense, to promptly defend the 17. City and the City Indemnitees from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with (I) the Goods and Services provided pursuant to this Purchase Order; (II) allegations that the Goods are defective in manufacture or design; (III) any patent related to the Goods; and (IV) the work, activities, operations, or duties of Vendor, or of anyone employed by or working under the Vendor, or (2) any breach of this Agreement by Vendor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be defended were actively, passively or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the city, and with well qualified, adequately insured experienced legal counsel acceptable to the City.
- 18. INTERPRETATION: The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.
- 19. COMPLIANCE WITH LAW: Vendor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, including the procurement of all necessary licenses and permits related to the items, work or services.
- 20. REMEDIES: The City's remedies herein are cumulative and in addition to any other remedies at law or in equity. The waiver of any breach of the Purchase Order shall not be deemed a waiver of any other subsequent breach. City's failure to object to provisions contained in any communication from Vendor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Purchase Order.
- **21. INDEBTEDNESS:** Any indebtedness of Vendor to City may, at the City's option, be credited against amounts owing by City hereunder.
- 22. INDEPENDENT AGENTS: Vendor, its employees and agents shall be considered independent contractors and not employees or agents of City.
- 23. GRANTS DEBARMENT POLICY: Vendor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Vendor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state-funded health care program, or from receiving Federal funds as listed in the List of parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Vendor must within 30 calendar days advise the City if, during the term of this Agreement, Vendor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal Or state-funded health care program, as defined by 42 U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of parties Excluded from Federal Procurement Programs issued by the Federal Procurement or Non-procurement Programs issued by the federal or state-funded health care program, as defined by 42 U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Vendor will indemnify, defend and hold the City harmless for any loss of damage resulting from the conviction, debarment, exclusion or ineligibility of the Vendor.

February 7, 2022 CC Regular Meeting



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AGENDA REPORT

- To: Mayor Mary Mendoza and Councilmembers
- From: Nick Kimball, City Manager

Date: February 7, 2022

Subject: Consideration to Accept a Community Resilience Program Grant from the Dr. Lucy Jones Center for Science and Society and Adopt a Resolution Appropriating the Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept a grant award in the amount of \$5,000 for the Community Resilience Program from the Dr. Lucy Jones Center for Science and Society;
- b. Adopt Resolution No. 8118 (Attachment "A") amending the Fiscal Year (FY) 2021-2022 Adopted Budget to appropriate the grant funds; and
- c. Authorize the City Manager to execute a Memorandum of Understanding to participate in the Community Resiliency Program (Attachment "B" Contract No. 2051) and all related documents.

BACKGROUND:

- 1. On November 30, 2021, the City submitted a grant application to the Dr. Lucy Jones Center for Science and Society for the Community Resilience Program.
- 2. On January 7, 2022, staff received notice that the City had been selected as a funded partner for the Jones Center Community Resilience Program.
- 3. On January 25, 2022, staff held an initial meeting with the Project Coordinator for the Community Resilience Program to discuss logistics and program requirements.

Consideration to Accept a Community Resilience Program Grant from the Dr. Lucy Jones Center for Science and Society and Adopt a Resolution Appropriating the Funds Page 2 of 3

ANALYSIS:

The Community Resilience Program (Program), coordinated by the Dr. Lucy Jones Center (the Center), aims to engage local community based organizations to build an action plan that emphasizes the importance of the connections and coordination necessary to act as a community during a disaster response rather than as independent individuals.

The Program teaches participants from various community-based organizations to respond to earthquakes thorough seven (7) two-hour sessions. Although the model focusses on an earthquake scenario, the techniques can be applied to various disasters.

By the end of the Program, participants will have created:

- 1. A customized, local Community Resilience Framework.
- 2. A refined communication strategy for the community.
- 3. A basic operational strategy for each organization in relationship to the Community Resilience Framework.
- 4. Stronger connections with other local leaders.
- 5. Stronger connections between organizations and community leaders.
- 6. Stronger connections within their respective organizations.
- 7. A deeper understanding of the risks the community faces.

To effectively implement this program, the City, serving as the lead organization, will partner with the Center to engage, lead, and support local community based organizations. The Center will facilitate this project, lead each of the sessions, provide materials, coordinate technical assistance on the topics presented, and provide a coordination stipend to support the local lead organization.

The City, as the lead organization, is responsible for:

- Recruiting 10 15 local organizations to each send two participants to the sessions.
- Coordinating with the cohort to remind them of the meetings and ensure they are doing the out-of-session work.
- Providing local insights to ensure the program is informed by local circumstances.

Consideration to Accept a Community Resilience Program Grant from the Dr. Lucy Jones Center for Science and Society and Adopt a Resolution Appropriating the Funds Page 3 of 3

- Assisting in securing space for seven sessions.
- Providing food and refreshments for the sessions.
- Hosting at least a one-year reunion for cohort participants to review status and provide support after the program's conclusion.

BUDGET IMPACT:

The \$5,000 grant award, supported by Southern California Edison, is provided to the City to cover the cost to host the seven sessions, including securing the location, providing food, and recruiting local organizations to participate. The grant is expected to cover the full cost. There is no impact to the General Fund.

CONCLUSION:

Staff recommends that the City Council accept the grant from the Dr. Lucy Jones Center for Science and Society, adopt a Resolution appropriating the grant funds, and authorize the City Manager to execute the MOU and all related documents.

ATTACHMENTS:

- A. Resolution No. 8118
- B. Contract No. 2051

RESOLUTION NO. 8118

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

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2021-2022, commencing July 1, 2021, and ending June 30, 2022; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2021 and ending July 30, 2022, a copy of which is on file in the City Clerk's Office, was adopted on June 21, 2021.

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

SECTION 1. The following adjustments are made to the City Budget:

COMMUNITY RESILIENCE PROGRAM

Increase in Revenues \$5,000 Account No. 110-3601-0184

Increase in Expenditures Account No. 110-105-0184-XXXX

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.

\$5,000

PASSED, APPROVED, AND ADOPTED THIS 7th day of February, 2022.

Mary Mendoza, 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. 8118 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 7th day of February, 2022, 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 February, 2022.

Julia Fritz, City Clerk

DR. LUCY JONES CENTER FOR SCIENCE AND SOCIETY

Memorandum of Understanding Between

The City of San Fernando And The Dr. Lucy Jones Center for Science and Society

Regarding the Community Resilience Program in Los Angeles County Supported by SoCalGas

I. BACKGROUND

The Community Resilience Program is aimed towards local governments, non-profits, faithbased organizations, and community organizations (CBOs) based or working in Southern California to serve their community. This seven-session cooperative program is led by the Dr. Lucy Jones Center for Science and Society (the Center) and will cover key aspects to building a community resilience action plan while supporting organizational and individual resilience in your community.

When facing a disaster, we are all in it together. This program emphasizes the importance of the connections and coordination that creates the ability to act together as a community. And while this program specifically responds to earthquakes, the model for community-building to gain resilience can be applied to various disasters.

II. PURPOSE

This MOU defines the relationship between the City of San Fernando and the Center. The goal of this program aimed to help your community build resources. We expect each of the seven sessions to last about 2.5 hours and your activities and implementation of what you have learned to take about the same amount of time. This is an estimated 25 hour (minimum) commitment over the course of five months by each participating individual. The pre-session preparation is expected to begin in January 2022, the sessions are expected to begin in late February/ March 2022, and the community celebration event is expected to take place in May 2022.

III. RESPONSIBILITIES

The parties to this MOU have separate missions for which they are committed; however, each party's individual mission hinges together with shared responsibility. These responsibilities include but are not limited to:

- I. As the Community Resilience Program recipient, the City of San Fernando will provide the following services and resources:
 - Recruit 10 15 local organizations to each send two participants to the sessions
 - Coordinate with the cohort to remind them of the meetings and make sure they are doing the out-of-session work
 - Be a local advocate to encourage participants with the process
 - Provide local insights to make sure the program is informed by local circumstances
 - Assist in securing space for seven sessions, if needed
 - Provide food and refreshments for the sessions
 - Host at least a one-year reunion for cohort participants to review status and provide support after the program's conclusion
- II. The Center will provide the following services:
 - Assist in the process of connecting you to CBOs in your area that will participate
 - Assist with pre-session work
 - Deliver and lead each session

The above parties agree that it is to their mutual benefit and interest to work cooperatively to achieve this collective mission and their individual mission.

IV. TERMS OF UNDERSTANDING

The term of this MOU is for a period of <u>6 months</u> from the effective date of this agreement and may be extended upon written mutual agreement. It shall be reviewed at least annually to ensure the status of Community Framework and provide support after the program's conclusion.

V. POINT OF CONTACT

The following listed individuals will be the points of contact for the entirety of the Community Resilience Program from the City of San Fernando:

Nick Kimball City Manager- City of San Fernando nkimball@sfcity.org



DR. LUCY JONES CENTER FOR SCIENCE AND SOCIETY

(818) 898-1202

Julian Venegas Recreation and Community Services Director- City of San Fernando jvenegas@sfcity.org (818) 898-7381

VI. AUTHORIZATION

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

Community Resilience Program Recipient: City of San Fernando

Signature:	
Nick Kimball	
City Manager- City of San Fernando	

Signature:_____ Julian Venegas Recreation and Community Services Director- City of San Fernando

Signature:_____

Dr. Lucy Jones

Founder and Chief Scientist - Dr Lucy Jones Center for Science and Society
February 7, 2022 CC Regular Meeting



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То:	Mayor Mary Mendoza and Councilmembers
From:	Nick Kimball, City Manager
Date:	February 7, 2022
Subject:	Receive and File an Update Regarding COVID-19 Response Efforts

RECOMMENDATION:

It is recommended 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.

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.

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, September 28, 2021, December 16, 2021, December 31, 2021, January 5, 2022, and most recently on January 10, 2022. Currently, all residents are required to follow masking guidelines and wear masks indoors in public. Employers are required to provide their employees, who work indoors and in close contact with other workers or the public, with and require them to wear a well-fitting medical grade or surgical mask at all times while indoors at the worksite or facility. Proof of vaccination is required to enter bars, breweries, wineries, distilleries and nightclubs. Additionally, the City of Los Angeles requires 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. Please note: the City of Los Angeles requirements DO NOT apply to the City of San Fernando.

Please visit the City's website for current Health Orders issued by the LACDPH: <u>SFCITY.ORG/Coronavirus/#Health-Officer-Order</u>.

ADMINISTRATION DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1202 WWW.SFCITY.ORG

Receive and File an Update Regarding COVID-19 Response Efforts Page 2 of 7

Daily COVID-19 Cases and Deaths in the City of San Fernando.

As of February 1, 2022, the City of San Fernando has experienced a total of 9,955 cases of COVID-19 and a total of 77 residents have lost their lives to the pandemic.





Masking Guidance.

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.

Receive and File an Update Regarding COVID-19 Response Efforts Page 3 of 7

- 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.

As of January 17, 2022, employers are required to provide their employees, who work indoors and in close contact with other workers or the public, with and require them to wear a well-fitting medical grade or surgical mask at all times while indoors at the worksite or facility.

Please visit the City's website for additional masking guidance issued by the LACDPH: <u>SFCITY.ORG/Coronavirus/#Face-Masks</u>

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: <u>MyTurn.ca.gov</u>
- LACDPH Online portal: <u>VaccinateLACounty.com</u>
- Los Angeles Fire Department Online portal: <u>CarbonHealth.com/COVID-19-Vaccines</u>
- 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 Page 4 of 7

	Pfizer ² /Comirnaty Moderna ³		Johnson & Johnson (J&J)		
	Preferred vaccines for primary ser booster doses.	For people who cannot get a Pfizer or Moderna vaccine.⁴			
Eligible age	5 and older ² 18 and older :		18 and older		
Primary Series	Two doses 21 days apart ⁵	Two doses 28 days apart ⁵	One dose ⁵		
Booster Dose	 Who: Everyone age 12 and older who got Pfizer for their primary series should get a booster dose. People 18+ can get any of the 3 vaccines: <i>Pfizer or Moderna are preferred over J&J booster.</i> People age 12-17 can get the Pfizer vaccine. 	Who: Everyone who got Moderna for their primary series should get a booster dose. Can get any of the 3 vaccines: <i>Pfizer or Moderna are preferred</i> over J&J booster.	Who: Everyone who got J&J for their primary series should get a booster dose. Can get any of the 3 vaccines: <i>Pfizer or Moderna are preferred</i> <i>over J&J booster.</i> This includes if you have a moderately or severely <u>weakened immune system.</u>		
	When: 5 months after your second dose ^{5,6}	<i>When</i> : 5 months after your second dose ^{5,6}	When: 2 months after your J&J dose ⁵		
Additional (3 rd) Dose for people with weak immune	<i>Who</i> : People age 5 or older who have a moderately or severely <u>weakened immune system</u> should get an additional dose of the same vaccine as their primary series. Children 5-17 should only get Pfizer vaccine. ²		Not recommended. See Booster Dose above.		
systems ^{4,7}	When: At least 28 days after your s				

Primary, Additional and Booster Doses for FDA Approved/Authorized COVID-19 Vaccines¹

1 If you received a WHO-listed vaccine or a vaccine as part of a COVID-19 vaccine clinical trial, see table on the next page for additional dose and booster dose information.

2 The Pfizer vaccine for children 5-11 years of age has the same active ingredients as the adult vaccine but is a smaller dose (1/3rd the dose that teens and adults receive).

3 The J&J vaccine is available for people who can't get a Pfizer or Moderna vaccine for medical reasons (such as severe allergic reaction to a vaccine ingredient) and for people who prefer it. But the Pfizer and Moderna COVID-19 vaccines are recommended for both primary and booster vaccination. This is because they offer better protection against COVID-19 than the J&J vaccine and the risks are lower. Getting any COVID-19 vaccine is better than remaining unvaccinated.

4 Moderna doses vary. The primary series and the additional (3rd) dose are a full dose. The booster dose is a half dose.

5 If you have had COVID infection, wait until you have recovered from your illness (if you had symptoms) and your isolation period is over to get your COVID-19 vaccine dose. Note: If you were treated with monoclonal antibodies, you should wait 90 days before you get a vaccine dose.

6 If you are immunocompromised, this will be after your additional (3rd) dose.

7 Additional dose - The CDC recommends that moderately to severely immunocompromised people who received an mRNA vaccine (Pfizer or Moderna) as their primary series receive an additional (3rd) dose. The additional dose should be the same COVID-19 vaccine as their primary series. Talk to your doctor about the need to get an additional dose of COVID-19 vaccine and ask about the best timing based on your current treatment plan. *Note*: if you are immunocompromised and received the J&J vaccine for your primary series, you should get a booster dose. A Pfizer or Moderna booster dose is preferred.

Receive and File an Update Regarding COVID-19 Response Efforts

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	WHO-listed COVID-19 vaccine ²	Active vaccine from a COVID-19 clinical trial ³					
Additional (3 rd) Dose ⁴	o : People age 12 or older and have a moderately or severely <u>weakened immune system</u> should a 3 rd dose						
	<i>When:</i> At least 28 days after your second dose ⁵						
Booster Dose ⁴	Who: People age 12 and older should get a booster dose.						
	When: 5 months after your second dose ^{5,6}						

- 1 You are considered fully vaccinated two weeks after receiving your final dose of the vaccine series. See <u>When You've Been</u> <u>Fully Vaccinated</u> webpage for more details.
- 2 This also includes if you completed a mix and match series this is a combination of FDA-approved, FDA-authorized, or WHO-listed COVID-19 vaccines. Current non-FDA approved/authorized <u>WHO-listed vaccines</u> include AstraZeneca-Oxford (Vaxzevria), Serum Institute of India Pvt. Ltd (Covishield and Covovax), BIBP (Sinopharm), Sinovac (CoronaVac), Bharat Biotech International (Covaxin), and Novavax (Nuvaxovid). See the <u>When Am I Up To Date On My COVID-19 Vaccines</u> section on the *Once You Are Vaccinated* webpage to learn more.
- 3 If you took part in a clinical vaccine trial and you received all of the recommended "active" COVID-19 vaccine (not placebo). Note: the vaccine should be either a WHO-listed vaccine that is not FDA-approved/authorized or a vaccine for which a U.S. data and safety monitoring board or equivalent has independently confirmed efficacy.
- 4 The Pfizer COVID-19 vaccine is the only vaccine authorized as an additional dose or booster for people who did not receive an FDA authorized/approved COVID-19 vaccine series.
- 5 If you have had COVID infection, wait until you have recovered from your illness (if you had symptoms) and your isolation period is over to get your COVID-19 vaccine dose. Note: If you were treated with monoclonal antibodies, you should wait 90 days before you get a vaccine dose.
- 6 If you are immunocompromised, this will be 5 months after your additional (3rd) dose.

This information is also available on the City's website: <u>SFCITY.ORG/Coronavirus/#COVID-19-</u> <u>Vaccine</u>.

Per data provided by LACDPH as of January 27, 2022: 17,115 (72.4%) of San Fernando residents over the age of five and 2,409 (93.6%) of San Fernando residents over the age of 65 are fully vaccinated. 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 to assume that the digital ad campaign assisted those interested in getting the vaccination with easy access to registration sites.

Receive and File an Update Regarding COVID-19 Response Efforts Page 6 of 7



- 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 (5+, 12+, 5-11, 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&U) divided by the relevant age group population. For the "Received 1+ additional dose" charts, cumulative totals refer to the number of people in a button-selected age group who, by that date, received 1+ additional dose following their full vaccination, 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 ages 5-11
 vaccinations at this time.
- 5-11 year old additional doses may be highly variable due to on-going record clean ups conducted by the State in CAIR notably when a new eligibility group has been added.

San Fernando Recreation Park Vaccination and Testing Site.

In cooperation with CORE, the City is able to offer a small-scale mobile unit and San Fernando Recreation Park. Although the site is significantly scaled down from the Supersite the closed in July 2021, 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).

The San Fernando Recreation Park site is currently open Monday through Saturday from 8 am to 4 pm. No appointment is necessary for any of the services below. 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

Receive and File an Update Regarding COVID-19 Response Efforts Page 7 of 7

- Public Assistance Program Information Monday through Saturday, 8 am to 4 pm
- Wellness Checks Tuesday, Wednesday, Friday, and Saturday, 8 am to 4 pm

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: <u>SFCITY.ORG/Coronavirus/#Business-Resources</u> for more information on the City's COVID-19 Relief Programs.

City Facilities Reopening.

Effective, January 3, 2022, City Hall reopened to the public with normal hours (i.e., Monday through Thursday, 7:30 am to 5:30 pm; Friday, 8 am to 5 pm).

All visitors to City Hall and the San Fernando Police Department must wear a cloth face covering at all times, until further notice.

Limited recreation programming and services 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 (<u>SFCITY.ORG/SFRecreation</u>) 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 <u>Police@sfcity.org</u> 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 City received \$311, 234 from the Coronavirus Relief Funds (CRF) through the CARES Act. 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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February 7, 2022 CC Regular Meeting



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AGENDA REPORT

- To: Mayor Mary Mendoza and Councilmembers
- From: Nick Kimball, City Manager By: Irwin Rosenberg, Police Lieutenant

Date: February 7, 2022

Subject: Consideration to Approve a Purchase Order with InVeris Training Solutions, Incorporated, for the Virtual Reality (VR-DT) Training Simulator: Two Person for Law Enforcement Training System

RECOMMENDATION:

It is recommended that the City Council:

- a. Waive formal bidding requirements and approve a purchase order with InVeris Training Solutions, Inc, for the Virtual Reality (VR-DT) Training Simulator: Two Person for Law Enforcement Training System in an amount not-to-exceed \$55,000; and
- b. Authorize the City Manager to execute the Purchase Order and all related procurement documents.

BACKGROUND:

- 1. On July 21, 2021, the San Fernando Police Department (SFPD) submitted an application to the Department of Justice (DOJ), Community Oriented Policing Services (COPS) program for the 2021 Community Policing Development (CPD) De-Escalation Training Solicitation.
- 2. On October 12, 2021, the Police Department received the Notice of Award letter indicating approval of funds for the de-escalation training and equipment in the amount of \$91,845.
- 3. On November 15, 2021, the City Council accepted the grant funds and adopted Resolution No. 8102, amending the Fiscal Year 2021-2022 budget to appropriate the grant funds.

ANALYSIS:

REVIEW:

Finance Director

The DOJ COPS program offers grants to help law enforcement agencies hire more community policing officers, acquire new technologies and equipment, hire civilians for administrative tasks, and promote innovative approaches to solving crime.

Deputy City Manager

⊠ City Manager

Consideration to Approve a Purchase Order with InVeris Training Solutions, Incorporated, for the Virtual Reality (VR-DT) Training Simulator: Two Person for Law Enforcement Training System Page 2 of 3

The grant awarded to the SFPD by the DOJ COPS program included the acquisition of the virtual training system through InVeris Training Solutions, Inc. known as the VR-DT Virtual Reality Simulator. This system is widely used to provide de-escalation and force options training at regional law enforcement training centers throughout California and has been adopted by the Peace Officers Standard and Training (POST) Commission to train officers throughout the State of California. Unfortunately, de-escalation training on these simulators is often unavailable to small agencies due to limited space and high demand. Purchase of this system will make this invaluable training tool available to SFPD officers and will allow San Fernando to offer training and build partnerships with other small agencies.

The Inveris System complies with standards set forth by the SB 230 and allows for training in a safe and controlled environment utilizing the tools deployed daily by SFPD personnel. These virtual tools include a simulated Glock firearm, Tasers, rifles, shotguns, Oleoresin Capsicum spray and a flashlight. All which are similar to those issued to police personnel. With the availability of this system, SFPD instructors will provide this training as funded by the grant more frequently than the biannual minimum standard mandated by the State of California. Combining the virtual tools with virtual incident scenarios available only through this InVeris system, SFPD Officers will be able to enhance their de-escalation skills; allowing them to maintain the City's commitment to the highest standards of police accountability in public safety services.

In addition to the enhanced training for police personnel afforded by this InVeris Virtual Reality System, this new tool will support strengthening our community partnerships by allowing the City to conduct demonstrations of the training to community stakeholders, including, but not limited to, elected officials, faith based leaders, community based organizations, Neighborhood Watch and Business Watch members, and members of the local media. Having this unique ability to educate stakeholders will create a better understanding of the challenges faced by officers in dynamic incidents faced daily by law enforcement and demonstrate the SFPD's commitment to providing training focused on understanding the sanctity of life.

The City's Code section 2-801-Special equipment/supplies; (b) Sole source purchases authorizes City Council to waive formal bidding requirements for "sole source" and when it is in the City's best interest to do so. In this particular case, InVeris is the only system deployed by POST statewide at regional training centers for virtual reality de-escalation training and the system was specifically designated and approved for purchase in the COPS grant award. Therefore, staff recommends City Council approve waiving formal bidding requirements as a sole source purchase in the City's best interest.

Consideration to Approve a Purchase Order with InVeris Training Solutions, Incorporated, for the Virtual Reality (VR-DT) Training Simulator: Two Person for Law Enforcement Training System Page 3 of 3

BUDGET IMPACT:

The SFPD received funds from the DOJ COPS grant program in the amount of \$91,845. These funds do not require a local match and cover the acquisition, installation and set up this InVeris Virtual Simulator System. Additionally, staff costs to become qualified trainers are reimbursable under the grant. Therefore, there is no impact to the General Fund.

CONCLUSION:

Staff recommends that the City Council waive formal bid requirements and approve a purchase order with InVeris Training Solutions, Inc., for a Virtual Reality (VR-DT) system in an amount not to exceed \$55,000.

ATTACHMENTS:

- A. InVeris Training Solutions Inc. Proposal
- B. DOJ COPS Award Letter

San Fernando Police Department

Virtual Reality Simulator: Two Person Configuration



For Law Enforcement Training



Submitted To: San Fernando Police Department Attn: Lt. Irwin Rosenberg 910 First Street San Fernando, CA 91340 818-898-1254 irosenberg@sfcity.org InVeris Point of Contact: Juan Carlos Barillas Law Enforcement Virtual Sales InVeris Training Solutions 470-266-8379 juan.barillas@InVerisTraining.com

Formerly: SURVIVR

 Doc. No.:
 20861-21-USL-Rev 5

 Submit Date
 December 24, 2021

 Valid To:
 March 21, 2021

 Prepared by:
 Susan Raker

 Proposal Manager

USE AND DISCLOSURE OF DATA: Any and all information and data contained herein is the property of InVeris Training Solutions, Inc. (InVeris); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to InVeris because of, or in connection with this proposal offer, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

DESTINATION CONTROL STATEMENT: The enclosed document contains Technical Data that is subject to the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.



1 Pricing

1.1 Pricing – Base Contract

Table 1 below provides pricing for items proposed as part of the Base Contract.

TABLE 1 – BASE CONTRACT PRICING							
GSA / OPEN MKT	CATALOG NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	TOTAL PRICE (USD)	
OPEN MKT	VR- SIMULATOR	 VIRTUAL REALITY SIMULATOR: 1-Person simulator configuration with Service Package. Includes the following: One VR head-mounted display that fully immerses a trainee into a realistic training environment. One VR-Optimized Computer system with wireless adapter and two batteries. One portable lighthouse tracking system with hand tracking to track the trainee in up to a 35' x 35' space. One VR Toolset with one each of the following: VR Handgun, VR Rifle, VR Taser, VR OC Spray, VR Flashlight, and Haptic Feedback wrist strap. One Desktop Computer with keyboard, external keypad, mouse, charging hub, audio/ microphone, headset & speakers. Two Monitors for initial simulator (additional simulators receive one monitor). Miscellaneous wires/parts. One year Service Package that provides software updates and new features. 	2	LOT	\$45,000.00	\$90,000.00	
OPEN MKT	VR- NETWORK KIT	MULTI-USER NETWORKING: Advanced networking software and configuration needed for multi-user functionality.	1	LOT	\$5,000.00	\$5,000.00	
OPEN MKT	VR-INSTALL/ TRAIN	IN-PERSON INSTALLATION AND TRAINING: Includes on-site equipment setup and train-the- trainer onboarding.	1	LOT	\$2,000.00	\$2,000.00	



Virtual Reality Simulator San Fernando Police Department

	TABLE 1 – BASE CONTRACT PRICING						
GSA / OPEN MKT	CATALOG NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	TOTAL PRICE (USD)	
OPEN MKT	VR-EXT- SERVICE- PKG	 EXTENDED SERVICE AGREEMENT PACKAGE: Additional year Service Agreement provides software updates and technical support. Covers a 1-year period starting after the Initial Coverage Period ends. Service Package price for one simulator is \$950 per year of coverage. Service Package for additional simulators can be added for an additional \$350 per simulator per year of coverage. 	1	YR	\$1,300.00	\$1,300.00	
OPEN MKT		VR SHOTGUN	2	EA	\$900.00	\$1,800.00	
					SUBTOTAL	\$100,100.00	
	One Time Customer Discount						
SUBTOTAL (After Discount)					\$46,380.00		
	CA Sales Tax 10% \$4,638					\$4,638.00	
	TOTAL PRICE \$51,018.0					\$51,018.00	

1.2 Pricing – Options

Table 2 below provides a list of additional optional items available for purchase.

	TABLE 2 - OPTIONS PRICING							
GSA / OPEN MKT	CATALOG NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)			
МКТ		VR SIMULATOR	1	LOT	\$45,000.00			
MKT		VR HANDGUN	1	EA	\$750.00			



Virtual Reality Simulator San Fernando Police Department

TABLE 2 - OPTIONS PRICING						
GSA / OPEN MKT	CATALOG NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	
MKT		VR RIFLE	1	EA	\$900.00	
МКТ		VR SHOTGUN	1	EA	\$900.00	
МКТ		VR FLASHLIGHT	1	EA	\$450.00	
MKT		VR TASER	1	EA	\$450.00	
МКТ		VR OC SPRAY	1	EA	\$450.00	
МКТ		VR HAND TRACKING EQUIPMENT	1	EA	\$900.00	
МКТ		VR HAPTIC FEEDBACK EQUIPMENT	1	EA	\$900.00	
МКТ		SERVICE AGREEMENT PKG. – 1-YEAR (FOR INITIAL SIMULATOR PURCHASED): Additional 1-year Service Agreement provides software updates and technical support for initial simulator purchased. Covers a 1- year period starting after the Initial Coverage Period ends.	1	YR	\$950.00	
МКТ		SERVICE AGREEMENT PKG. – 1-YEAR (FOR ADDITIONAL SIMULATORS PURCHASED): Additional 1-year Service Agreement provides software updates and technical support for each additional simulator purchased (after purchase of Service Agreement Package for initial simulator – see line item above). Covers a 1-year period starting after the Initial Coverage Period ends.	1	YR	\$350.00	
МКТ		VR CUSTOM TRAINING SCENARIO – OUTDOOR: Scenario includes up to 20,000 sq. ft. of a single outdoor environment	1	EA	\$17,500.00	
МКТ		VR CUSTOM TRAINING SCENARIO – INDOOR: Scenario includes up to 10,000 sq. ft. of a single indoor environment	1	EA	\$23,350.00	



2 Notes and Assumptions

- 1. Quote Reference: Please reference InVeris quote number 20861-21-USL-REV 5 on future correspondence.
- 2. **Currency:** All prices are fixed price, quoted in US Dollars ,and do not include any taxes or any other fees not expressly included herein.
- 3. **GSA/Open Market:** All items included herein are OPEN MARKET items unless specified otherwise in the pricing table.
- Delivery: Delivery on all items is 90 180 Days after receipt and acceptance of order, receipt of End User Certificate, and any required United States State Dept. or Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) licensing, whichever occurs last, unless otherwise noted.
 - Delivery time frame is subject to availability of weapons from the manufacturer.
- 5. **Documentation:** All products, documentation, manuals, training, training materials, etc. will be provided in US English only in InVeris content and format. No language translations have been priced or included.
- 6. Payment Terms: 100% NET 30
- 7. Payment Address: InVeris Training Solutions, Inc., P.O. Box 100530, Atlanta, GA 30384-0530
- 8. Sales Tax: If your organization is federal or state tax exempt, provide a copy of the tax exemption. InVeris is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is exempt from state sales tax, a copy of the tax exemption certificate will be required. Otherwise, please include the sales tax value on any resulting purchase order.
- 9. **Special Markings:** Pricing does not include any special markings or certifications. If markings or certifications must be provided, a price can be provided upon request and further specifications.
- 10. **Design Modifications:** InVeris reserves the right to make modifications in the design of its products without prior notification.
- 11. Terms and Conditions: The InVeris Training Solutions, Inc. (InVeris) *Standard Terms & Conditions [ITSI-INT-O03-REV11-08-19-2020]* incorporated by reference herein shall apply to all Open Market Items. If the Seller is awarded the contract\purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay"). The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. If InVeris is the party



experiencing the Excusable Delay, InVeris, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 90 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.

12. Warranty and Service Package: A purchase order for the Warranty and Service Agreement Package must be accepted by InVeris no later than one (1) year after the commencement date of the initial Hardware Sales and Services Agreement to avoid expiration of these options.

✓ 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

February 7, 2022 CC Regular Meeting

(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 (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP 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.

\sim 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 February 7, 2022 CC Regular Meeting

DUNS Number 868471335

Street 1 910 FIRST STREET

City SAN FERNANDO

Zip/Postal Code 91340

County/Parish

ORI Number CA01961

Street 2

State/U.S. Territory California

Country United States

Province

QAward Details

Federal Award Date 10/12/21

Award Number 15JCOPS-21-GG-02434-SPPS

Federal Award Amount \$91,845.00 Award Type Initial Supplement Number 00 Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.710

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. - 10381 et seq.

Instrument.

✓ Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation TitleAwarding Agency2021 Community Policing DevelopmentCOPS(CPD) De-Escalation Training SolicitationCOPS

Application Number

GRANT13424464

Grant Manager NamePhone NumberTOINETTE MORGAN202-616-7174

E-mail Address TONI.MORGAN-WHEELER@USDOJ.GOV

Project Title

San Fernando, CA De-Escalation Training Project

Performance Period Start Date	Performance Period End Date
09/01/2021	08/31/2023
Pudget Deried Start	
Budget Period Start Date	Budget Period End Date 08/31/2023

Project Description

The project includes acquisition of a virtual training system through InVeris Training Solutions known as VR-DT Verdict. It is the only virtual law enforcement training system in the law enforcement market 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 (SB230) focused on de-escalation and intervention for law enforcement. This InVeris system uniquely provides a host of

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critical features and critical incidents only available through the INVeris system. Although available regionally for agencies to have personnel train on a biannual basis, this training is a perishable and critical skill and training once every two years is simply not enough to meet the highest standards of police accountability given the importance placed by the public and our elected officials on de-escalation and the sanctity of life. The San Fernando Police Department leadership agrees with this philosophy and tenet of the sanctity of life and wants to do all it can to assure its officers can be trained in a safe, realistic environment on a frequent basis. Acquisition of this virtual reality InVeris System provides San Fernando Police Officers the ability to train at least guarterly on the various scenarios in a virtual reality environment. This will far exceed California minimum standards. It will also allow San Fernando Police to make this training available to other local law enforcement agencies who may have difficulty accessing regional training due to demand. Most important, the implementation of this InVeris System allows San Fernando Police to uniquely make this training available for members of the public including local and regionally elected officials as well as members of key stakeholder groups, such as faith based, community based, neighborhood watch, and business watch leaders and representatives of the local media. Having the opportunity to share this unique and realistic advanced training 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 of our agency to training with a great respect for the sanctity of life. This is a virtual reality system focuses on teaching officers to use their assessment skills and to observe their surroundings while applying positive verbal communications towards de-escalation, when feasible. This is not a shoot/don't shoot training tool. This training is not designed to replace firing range or live fire training but for augmenting the officer's "toolbox" to have a greater level of knowledge and training to prepare to make decisions that can deescalate situations preserving their lives and the lives of others.

I have read and understand the information presented in this section of the Federal Award Instrument.

\sim Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/21/21 8:55 PM

Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions	\$0.00	\$0.00	\$0.00	-
Civilian or Non-Sworn Personnel	\$0.00	\$0.00	\$0.00	
Travel	\$5,285.36	\$0.00	\$5,285.36	
Equipment	\$56,110.00	\$0.00	\$56,110.00	
Supplies	\$0.00	\$0.00	\$0.00	
SubAwards	\$0.00	\$0.00	\$0.00	
Procurement Contracts	\$0.00	\$0.00	\$0.00	
Other Costs	\$30,449.51	\$0.00	\$30,449.51	
Indirect Costs	\$0.00	\$0.00	\$0.00	
Total Project Costs	\$91,845.00	\$0.00	\$91,845.00	
Federal Funds:			\$91,845.00	100.00%
Match Amount:			\$0.00	0.00%
Program Income:			\$0.00	0.00% Page 207 of 323

Budget Detail Summary View

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

I have read and understand the information presented in this section of the Federal Award Instrument.

\sim Other Award Documents

No other award documents have been added.

\sim Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

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Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

₿3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

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Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

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Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

(1) When the recipient fails to comply with the terms and conditions of a Federal award.

(2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.

(3) When the recipient agrees to the termination and termination conditions.

(4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.

(5) Pursuant to any other termination provisions included in the award.

2. C.F.R. § 200.340.

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Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2021 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as

applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

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Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

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Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

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Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the

remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

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False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

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Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

🗎12

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient 323

must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

- c. A domestic for-profit organization; and
- d. A Federal agency.
- 4. Subaward has the meaning given in 2 CFR 200.1.
- 5. Subrecipient has the meaning given in 2 CFR 200.1.

目13

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds Page 212 of 323 \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received-

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive

during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

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Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

🗎 15

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

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Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.



Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2021, Public Law 116-260, Division E, Tille VII, Section 742.

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Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

🗎 19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

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Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

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Extensions: Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

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Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

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Modifications: Award modifications are evaluated on a case-by-case basis in accordance with Page 217 of 323 2 C.F.R. § 200.308(f). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

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Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

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Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

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News Media: The recipient agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The recipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.

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Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

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Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

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Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2021, Public Law 116-260, Division B, Title V, Section 527.

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Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

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Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

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Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

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The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

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Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I

have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official Acting Director

Name of Approving Official ROBERT CHAPMAN Signed Date And Time 9/24/21 3:01 PM

Authorized Representative

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February 7, 2022 CC Regular Meeting



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AGENDA REPORT

То:	Mayor Mary Mendoza and Councilmembers
From:	Nick Kimball, City Manager By: Matt Baumgardner, Director of Public Works
Date:	February 7, 2022
Subject:	Consideration to Approve a Professional Services Agreement for Sweeping of City- Owned Parking Lots, Alleys, and Trash Enclosures in the Downtown Mall Area

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" Contract No. 2052) with Karina Sweeping Company, in an amount not to exceed \$82,215 per year for Street Sweeping Services for a three-year term, with a City option to renew for two additional years; and
- b. Authorize the City Manager to execute all related documents.

BACKGROUND:

- 1. On October 4, 2021, the City Council approved the San Fernando Beautification Program that incorporated feedback from all of the City commissions and identified staff's intent to increased maintenance at the publicly owned parking lots, including additional sweeping services.
- 2. On December 6, 2021, the City Council authorized the formal Request for Bids (RFB) for Sweeping and Pressure Washing Services in the Downtown Mall Area (Exhibit "A" of Attachment "A"). The City Council also requested that an alternate bid item be considered for the sweeping the curbs along Maclay Avenue between First Street and Fourth Street, and pressure washing sidewalks between First Street and Eighth Street.
- 3. On January 6, 2022, bids were received from three contractors to provide sweeping services (Karina Sweeping Company, G.I. Services, and CleanStreet). Bids to provide pressure washing services were received from G.I. Services and CleanStreet.

Consideration to Approve a Professional Services Agreement for Sweeping of City-Owned Parking Lots, Alleys, and Trash Enclosures in the Downtown Mall Area Page 2 of 3

ANALYSIS:

The City has identified its downtown parking lots, alleys, and trash enclosures as areas experiencing significant and regular illegal-dumping and littering. In addition, sidewalks, alleys, and trash enclosures in the downtown are heavily-trafficked and are in need of thorough pressure-washing on a regular basis. Reducing illegal dumping, littering, and keeping the sidewalks and alleys clean in the downtown area are key areas of focus of the Beautification Program and City Council Strategic Goals (Strategic Goal II.6) to revitalize and attract investment in the City's business corridors. Keeping these areas free of litter are also important storm water compliance requirements of the City's National Pollutant Discharge Elimination System (NPDES) permit, by keeping litter from migrating into drainages and catch basins.

The Request for Bids (RFB) solicited proposals from contractors to sweep City-owned parking lots and alleys adjacent to Lots 4, 5, 11, and 12 (including trash enclosures) on a daily basis between 2 am and 5 am to coincide with the newly implemented overnight parking restrictions. It also requested proposals to pressure wash sidewalks and trash enclosures in the downtown mall area on a bi-weekly basis. Alternate bid items were included for sweeping and pressure washing services along certain sections of Maclay Avenue.

Bid Results for Sweeping Services.

Three bids were received for sweeping the parking lots, alleys, and trash enclosures in the downtown mall area. The results were as follows:

- 1. Karina Sweeping Company \$225.00 per day
- 2. G.I. Services \$238.48 per day
- 3. CleanStreet \$1,165 per day

The alternate bid results for sweeping the curbs along Maclay Avenue, between First Street and Fourth Street, were as follows:

- 1. Karina Sweeping Company \$15.00 per day
- 2. G.I. Services \$18.06 per day
- 3. CleanStreet \$80.00 per day

Bid Results for Pressure Washing Services.

Two bids were received for pressure washing certain sidewalks, alleys, and trash enclosures in the downtown mall area. The results were as follows:

- 1. CleanStreet \$3,005.00 every two weeks
- 2. G.I. Services \$7,202.00 every two weeks

The alternate bid results for pressure washing sidewalks along Maclay Avenue, between First Street and Eighth Street, were as follows:

- 1. CleanStreet \$1,930.00 every two weeks
- 2. G.I. Services \$16,600.00 every two weeks

Consideration to Approve a Professional Services Agreement for Sweeping of City-Owned Parking Lots, Alleys, and Trash Enclosures in the Downtown Mall Area Page 3 of 3

The costs to provide pressure washing services was determined to be well outside of the available funding and what staff would consider reasonable to expend for such services. As a result, staff has started to look into the cost associated with purchasing special pressure washing equipment that would enable maintenance workers to recirculate water for efficient washing of sidewalks, alleys, and trash enclosures and allow the City to comply with storm water regulations. Staff will return to discuss this equipment with City Council during the next budget cycle.

Annual Sweeping Services Contract.

Staff reviewed the costs associated with sweeping City-owned parking lots, alleys, and trash enclosures with typical costs for providing these services across the Southern California area. On average, the bid received from Karina Sweeping Company (Exhibit "B" of Attachment "A") to provide daily sweeping services was approximately 20 to 30 percent less expensive than a typical bid in the region. Staff also determined this to be a reasonable and competitive bid since it was close to that of the next closest bidder, G.I. Services.

BUDGET IMPACT:

Funding for the sweeping services contract will be provided through the Downtown Parking Lot Assessment District (Fund 29) and Measure W (Fund 23) annual allocations. There is no impact on the City's General Fund for the proposed enhanced services. On an annual basis, the contract to provide the sweeping services in the downtown mall area is \$82,215. The addition of the services along Maclay Avenue, between First Street and Fourth Street, would bring the total annual contract to \$87,600. A total of \$37,000 is available in FY 2021-2022 Adopted Budget to cover the cost of the contract through the fiscal year from Fund 29 (\$5,000) and Fund 23 (32,000). In addition, through the budget process, staff will request for an appropriation in the Parking Lot Assessment District Fund and Measure W Fund to cover the cost for the subsequent years of the contract.

CONCLUSION:

Staff recommends that the City Council authorize Contract No. 2052 for sweeping of city-owned parking lots, alleys, and trash enclosures in the downtown mall area. City Council may elect to include sweeping services along curbs on Maclay Avenue, between First Street and Fourth Street.

ATTACHMENT:

 A. Contract No. 2052, including: Exhibit "A" – Notice Inviting Bids and Request for Proposals for Sweeping and Pressure Washing Services Exhibit "B" – Karina Sweeping Company Response to RFP



2022 PROFESSIONAL SERVICES AGREEMENT

(Engagement: Sweeping Services at City-Owned Parking Lots, Alleys, and Trash Enclosures) (Parties: Karina Sweeping Company and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 7th day of February 2022 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and KARINA SWEEPING COMPANY, (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably, as appropriate.

<u>RECITALS</u>

WHEREAS, CITY requires contractor services to sweep City-owned parking lots and certain alleys and trash enclosures in the downtown area; and

WHEREAS, CITY staff has determined that CONTRACTOR 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 **February 7, 2022** under Agenda Item No. <u>11</u>.

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

I. ENGAGEMENT TERMS

1.1 <u>TERM</u>: This Agreement shall have a term commencing from the Effective Date through **February 7, 2025** (hereinafter, the "Term"). The City has the right to exercise two (2) one-year options to renew at the end of the initial three-year term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 <u>SCOPE OF WORK</u>:

A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Sweeping and Pressure Washing Services",

(hereinafter, "CITY RFP") and the written proposal of CONTRACTOR entitled "Response to RFP - The City of San Fernando Sweeping and Pressure Washing Services" (hereinafter, the "CONTRACTOR Proposal") dated January 6, 2022. The CITY RFP and the CONTRACTOR Proposal are attached and incorporated hereto as Exhibit "A" and "B" respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONTRACTOR Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONTRACTOR Proposal, the requirements of the document entitled CITY RFP shall 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 Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONTRACTOR shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other contractors, contractors or agents;
- B. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner;
- C. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees; and
- D. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.4 <u>COMPENSATION</u>: CONTRACTOR shall perform the Work in accordance with the "Cost Proposal for Sweeping Services", as shown in Exhibit B (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONTRACTOR's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **Eighty-two Thousand**, **Two-Hundred Fifteen Dollars (\$82,215)** (hereinafter, the "Annual Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONTRACTOR's charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to 1.5 CONTRACTOR in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR 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 CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR'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 CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.6 <u>ACCOUNTING RECORDS</u>: CONTRACTOR 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 <u>ABANDONMENT BY CONTRACTOR</u>: In the event CONTRACTOR 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 Work, CONTRACTOR will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR 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 CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

2.1 <u>CITY'S REPRESENTATIVE</u>: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representative") 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. CONTRACTOR will not accept directions or orders from any person other than the CITY Representative or their designee.

- 2.2 <u>CONTRACTOR REPRESENTATIVE</u>: CONTRACTOR hereby designates Benjamin Martin, to act as its representative for the performance of this Agreement (hereinafter, "Contractor Representative"). Contractor Representative will have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. Contractor Representative or their designee will supervise and direct the performance of the Work, using their 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 Contractor Representative will constitute notice to CONTRACTOR.
- 2.3 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: CONTRACTOR 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 CONTRACTOR will be subject to inspection and approval by CITY Representative or their designees.
- 2.4 <u>STANDARD OF CARE; PERFORMANCE OF EMPLOYEES</u>: CONTRACTOR represents, acknowledges and agrees to the following:
 - A. CONTRACTOR will perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession.
 - B. CONTRACTOR 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. CONTRACTOR will perform all Work in a manner reasonably satisfactory to the CITY;
 - D. CONTRACTOR 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.) CONTRACTOR shall be liable for all violations of such laws and regulations in connection with Services. If CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations, CONTRACTOR shall be solely responsible for all costs arising therefrom;
 - E. CONTRACTOR 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 CONTRACTOR's employees and agents possess sufficient skill,

knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and

G. All of CONTRACTOR's employees and agents (including, but not limited to, subcontractors and subcontractors) 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 CONTRACTOR will perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subcontractors. Such effort by CONTRACTOR to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar 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 CONTRACTOR or on CONTRACTOR'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 CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 <u>ASSIGNMENT</u>: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 <u>SUBSTITUTION OF KEY PERSONNEL</u>: CONTRACTOR 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, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR 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 CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows: Benjamin Martin, Owner/Director.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'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 CONTRACTOR are not employees of CITY and will at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR 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 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subcontractors is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subcontractors fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subcontractor will be promptly removed by CONTRACTOR and will not be reassigned to perform any of the Work.
- 2.9 <u>COMPLIANCE WITH LAWS</u>: CONTRACTOR 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. CONTRACTOR'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 <u>NON-DISCRIMINATION</u>: CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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 <u>INDEPENDENT CONTRACTOR STATUS</u>: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subcontractors. CONTRACTOR and all persons retained or employed by CONTRACTOR 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 CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III.

INSURANCE

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR will procure and maintain the following insurance coverage, at its own expense:
 - A. <u>Commercial General Liability Insurance</u>: CONTRACTOR 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 shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. <u>Automobile Liability Insurance</u>: CONTRACTOR 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. <u>Workers' Compensation Insurance/ Employer's Liability Insurance</u>: 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 CONTRACTOR 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 CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: 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 <u>REQUIRED CARRIER RATING</u>: 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 <u>PRIMACY OF CONTRACTOR'S INSURANCE</u>: All policies of insurance provided by CONTRACTOR 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 CONTRACTOR's insurance and will not contribute with it.
- 3.5 <u>WAIVER OF SUBROGATION</u>: All insurance coverage provided pursuant to this Agreement will not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subcontractors from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 <u>VERIFICATION OF COVERAGE</u>: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR 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 CONTRACTOR's commencement of any Work. Upon CITY's written request, CONTRACTOR will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 <u>FAILURE TO MAINTAIN COVERAGE</u>: 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 CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.8 <u>SPECIAL RISKS OR CIRCUMSTANCES</u>. 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. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONTRACTOR'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 CONTRACTOR. CONTRACTOR'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, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to either pay CITY promptly for any costs associated with CONTRACTOR's obligations to indemnify the CITY Indemnitees under this Article or related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 <u>TERMINATION WITHOUT CAUSE</u>: 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, CONTRACTOR will be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR 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 CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR 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:

- Α. 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. CONTRACTOR will cure the Event of Default within the following time periods:
 - i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR 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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will include, but will not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR'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) CONTRACTOR'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 CONTRACTOR, whether voluntary of involuntary; (v) CONTRACTOR'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 CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONTRACTOR within fortyfive (45) calendar days of CONTRACTOR'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 CONTRACTOR as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend performance under this Agreement CONTRACTOR's pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'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, CONTRACTOR will be compensated only for those services and tasks which have been rendered by CONTRACTOR 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 CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, 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 CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR 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, CONTRACTOR's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 <u>SCOPE OF WAIVER</u>: 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 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: 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 <u>DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY</u>: 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 CONTRACTOR 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. CONTRACTOR will require all subcontractors and subcontractors working on behalf of CONTRACTOR 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 subcontractor as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 <u>CONFIDENTIALITY</u>: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONTRACTOR 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. CONTRACTOR 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 <u>FALSE CLAIMS ACT</u>: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR 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 <u>NOTICES</u>: 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:

CONTRACTOR:

Karina Sweeping Company 13439 Almetz Street Sylmar, CA 91342 Attn: Benjamin Marting Phone: (818) 257-4529

CITY:

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

Such notices will be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> 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 <u>COOPERATION; FURTHER ACTS</u>: 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 <u>SUBCONTRACTING</u>: CONTRACTOR 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 subcontractors), 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 <u>CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS</u>: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 <u>PROHIBITED INTERESTS</u>: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY 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 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 <u>GOVERNING LAW AND VENUE</u>: 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 <u>ATTORNEYS' FEES</u>: 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 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement will be binding on the successors and assigns of the Parties.

- 6.13 <u>NO THIRD-PARTY BENEFIT</u>: 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 <u>CONSTRUCTION OF AGREEMENT</u>: 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 <u>SEVERABILITY</u>: 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 <u>AMENDMENT; MODIFICATION</u>: 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 <u>CAPTIONS</u>: 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 <u>INCONSISTENCIES OR CONFLICTS</u>: 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 <u>ENTIRE AGREEMENT</u>: 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 CONTRACTOR 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 <u>FORCE MAJEURE:</u> The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such

delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR's sole remedy being extension of the Agreement pursuant to this Section.

6.21 <u>COUNTERPARTS</u>: 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 CONTRACTOR and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF SAN FERNANDO: CONTRACTOR NAME: By: By: Name: Name: Name: Name: Title: Title: Date: Date: APPROVED AS TO FORM: Date:

Richard Padilla, Assistant City Attorney

CONTRACT NO. 2052 EXHIBIT"A"

EXHIBIT "A" CITY RFP

NOTICE INVITING BIDS

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

SWEEPING AND PRESSURE WASHING SERVICES

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

One original and one electronic copy of the proposal must be submitted to the PUBLIC WORKS DEPARTMENT in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:30** p.m. on **Thursday, January 6, 2022**. 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 December 9, 2021.

City of San Fernando Sweeping and Pressure Washing Services

CONTRACT NO. 2052 EXHIBIT"A"

REQUEST FOR PROPOSALS



The Public Works Department is requesting proposals for:

Sweeping and Pressure Washing Services

RELEASE DATE: December 7, 2021

RESPONSE DUE: January 6, 2022

Page 2 of 6

GENERAL INFORMATION

The City of San Fernando is interested in contracting with an experienced contractor to provide sweeping and pressure washing services for a three-year term with two (2) optional one-year extensions, commencing in FY 2021-22. The required services and performance conditions are described in the Scope of Work.

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 seven departments, including a Police Department, Public Works Department, and Recreation and Community Services Department. The City employs approximately 134 full-time equivalent positions and operates from 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 is interested in receiving responsive and competitive proposals from experienced and qualified contractors to provide sweeping and pressure washing services in the downtown mall area.

INSTRUCTIONS TO SUBMITTING CONTRACTORS

A. Examination of Proposal Documents

By submitting a proposal, the prospective contractor 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 Matthew Baumgardner, Director of Public Works, via e-mail at <u>mbaumgardner@sfcity.org</u>. Questions must be received by 5:30 p.m. on **Thursday, December 30, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Monday, January 3, 2022**.

C. Submission of Bid Proposals

All bid proposals shall be submitted via email to Matt Baumgardner at <u>mbaumgardner@sfcity.org</u> and the subject line of the email shall read, "City of San Fernando

RFP – Sweeping and Pressure Washing Services." Proposals must be received no later than Thursday, January 6, 2022 at 5:30 p.m. All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A contractor 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 contractor.

E. <u>Rights of City of San Fernando</u>

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 contractors;
- 8) Solicit best and final offers from all or some of the prospective contractors;
- 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 contractor.

G. Collusion

By submitting a proposal, each prospective contractor 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 contractor 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 contractor has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF SERVICE

The Contractor will provide sweeping and pressure washing services in the downtown mall area.

Invoices shall be submitted monthly and shall contain sufficient detail to identify personnel, hours worked and tasks completed.

SWEEPING SERVICES

- 1. The City has 12 public parking lots (see Exhibit A) that require daily sweeping between the hours of 2 am and 5am.
- 2. The contractor shall use mechanical (vacuum truck, leaf blower, etc.) and manual (broom, rake, etc.) means to ensure that the lots are swept clean of debris.
- 3. The City also needs daily sweeping of the alleys in the downtown mall area, including the trash enclosures that abut the alleys (see Exhibit B). As part of this sweeping, your staff may encounter illegally dumped items within the enclosures or outside of them. This refuse will need to be collected and deposited into the trash bins in the enclosure or, if bins are full, taken to our City Yard for disposal in available trash bins. The trash enclosures and alleys should be swept clean of any debris using mechanical or manual means.
- 4. The City is requesting an alternate bid item for sweeping of curbs on Maclay Avenue between 1st Street and 4th Street. The contractor should pay special attention to the area between the curb face and the semi-circular planters, where debris tends to build-up.
- 5. The City requests that the contractor keep a log of the illegal dumping within the project areas and submit to City staff on a monthly basis.
- 6. Provide all required resources for the safety of the public and your staff during the work.
- 7. Perform all work in a thorough, competent, and professional manner.

PRESSURE WASHING SERVICES

- 1. The City requires pressure washing services of the sidewalks and trash enclosures within its downtown mall area every two weeks (see Exhibit B).
- 2. The City is requesting alternate bid items for pressure washing of sidewalks on both sides of Maclay Avenue between 1st Street and 4th Street; between 4th Street and 5th Street; between 5th Street and Glenoaks Blvd; between Gelnoaks Blvd and 7th Street; and between 7th Street and 8th Street. These items may be included in the contract.
- 3. The contractor shall use appropriate equipment to ensure that the water used to pressure wash the areas is contained and collected for disposal in an approved area. It is important that none of the water be allowed to enter the storm drain system.
- 4. Provide all required resources for the safety of the public and your staff during the work.
- 5. Perform all work in a thorough, competent, and professional manner.

PROPOSED TERM OF CONTRACT

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

SCHEDULE FOR SELECTION

RFP Available:	December 7, 2021
Deadline for submittal of Questions:	December 30, 2021
Response to Questions:	January 3, 2022
Deadline for submittal of Proposal:	January 6, 2022
Agreement Presented to Council for Review & Approval:	January 17, 2022

INFORMATION TO BE SUBMITTED

The proposal should include the following:

- 1. Cost proposal sheet (use Exhibit C)
- 2. Provide a list of three (3) current or completed projects (use Exhibit D) from the last 5 years that are similar in scope along with contact information for a client reference for the project (name, phone number, email address).

Attachments:

Exhibit A: Parking Lots Exhibit B: Sidewalks, Alleys, Trash Enclosures Exhibit C: Cost Proposal Sheet Exhibit D: List of Similar Projects




Exhibit C - Cost Proposal for Sweeping and Pressure Washing Services

Please provide the daily cost for line items 1 through 18

	Sweeping
	(Daily)
Lot 1	\$
Lot 2	\$
Lot 3	\$
Lot 4	\$
Lot 5	\$
Lot 6N	\$
Lot 7	\$
Lot 8	\$
Lot 9	\$
Lot 10	\$
Lot 11	\$
Lot 12	\$
Alley adjacent Lot 4	\$
	\$
Alley adjacents Lots 11 and 12	\$
Trash enclosures adjacent Lot 4 (3 total)	\$
	\$
Trash enclosures adjacent Lots 11 and 12 (4 total)	\$
Subtotal #1 Cost:	\$
	Lot 2 Lot 3 Lot 4 Lot 5 Lot 6N Lot 7 Lot 8 Lot 9 Lot 10 Lot 10 Lot 11 Lot 12 Alley adjacent Lot 4 Alley adjacent Lot 5 Alley adjacent Lot 5 11 and 12 Trash enclosures adjacent Lot 5 (2 total) Trash enclosures adjacent Lots 11 and 12 (4 total)

ALTERNATE BID ITEMS: Please provide the daily cost for line item 19

Line Item		Sweeping (Daily)
19	Curbs along both sides of Maclay between 1st Street and 4th Street	\$

Please provide the bi-weekly cost for line items 20 through 28

Line Item		Pressure Washing (every 2 weeks)
20	Trash enclosures adjacent Lot 4 (3 total)	\$
21	Trash enclosures adjacent Lot 5 (2 total)	\$
22	Trash enclosures adjacent Lots 11 and 12 (4 total)	\$
23	Sidewalks on San Fernando Rd. between Brand & SF Mission	\$
24	Sidewalks on San Fernando Rd. between Brand & Chatsworth	\$
25	Sidewalks on Celis between Brand & SF Mission	\$
26	Sidewalks on Brand between San Fernando Rd and Celis	\$
27	Sidewalks on Maclay between San Fernando Rd and Celis	\$
28	Sidewalks on SF Mission between San Fernando Rd and Celis	\$
	Subtotal #2 Cost:	\$

ALTERNATE BID ITEMS: Please provide the bi-weekly cost for line items 29 through 33

Line Item Pressure Washing (every 2 weeks) 29 Sidewalks on Maclay Ave. between 1st Street & 4th Street \$ 30 Sidewalks on Maclay Ave. between 4th Street & 5th Street \$ 31 Sidewalks on Maclay Ave. between 5th Street & Glenoaks \$ 32 Sidewalks on Maclay Ave. between Glenoaks & 7th Street \$ 33 Sidewalks on Maclay Ave. between 7th Street & 8th Street \$

Please add Subtotal #1 and Subtotal #2 and provide as Total Cost (do not include Alternate Bid Items):

\$

Please write out the total cost on the line below. For Example, \$25,000 would be *Twenty-Five Thousand Dollars.*

Please provide your signature and date on the line below confirming that you have reviewed and accept your submitted cost as accurate:

Signature

Date

Exhibit D - List of Projects

oject	Name:	
	oject	oject Name:

Description of Scope:

Project Budget: _____

Client Reference (Name, Phone Number, Email Address):

2. Project Name: _____

Description of Scope:

Project Budget: _____

Client Reference (Name, Phone Number, Email Address):

3. Project Name: ______

Description of Scope:

Project Budget: _____

Client Reference (Name, Phone Number, Email Address):

EXHIBIT "B" RESPONSE TO RFP

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CONTRACT NO. 2052 EXHIBIT"B"

CONTRACT NO. 2052 EXHIBIT"B"



Response to RFP

The City of San Fernando Sweeping and Pressure Washing Services

January 6, 2022

Benjamin Martin benbmartin@yahoo.com (818) 257-4529

Exhibit C - Cost Proposal for Sweeping Services

Please provide the daily cost for line items 1 through 18

		S	weeping
Line Item			(Daily)
1	Lot 1	\$	10.00
2	Lot 2	\$	20.00
3	Lot 3	\$	15.00
4	Lot 4	\$	20.00
5	Lot 5	\$	15.00
6	Lot 6N	\$	15.00
7	Lot 7	\$	10.00
8	Lot 8	\$	15.00
9	Lot 9	\$	10.00
10	Lot 10	\$	10.00
11	Lot 11	\$	15.00
12	Lot 12	\$	10.00
13	Alley adjacent Lot 4	\$	5.00
14	Alley adjacent Lot 5	\$	5.00
15	Alley adjacents Lots 11 and 12	\$	5.00
16	Trash enclosures adjacent Lot 4 (3 total)	\$	15.00
17	Trash enclosures adjacent Lot 5 (2 total)	\$	10.00
18	Trash enclosures adjacent Lots 11 and 12 (4 total)	\$	20.00
	Subtotal #1 Cost (per day):	\$	225.00
	Subtotal #1 Cost (per year):	\$	82,125.00

ALTERNATE BID ITEMS: Please provide the daily cost for line item 19

		S	weeping
Line Item			(Daily)
19	Curbs along both sides of Maclay between 1st Street and 4th Street	\$	15.00
	Subtotal #2 Cost (per day)	\$	15.00
	Subtotal #2 Cost (per year)	\$	5,475.00
Option #1:	Please use Subtotal #1 (per year) and provide as Total Cost (do not include Alternate Bid Item):	\$	82,125.00

Please write out the total cost on the line below:

Option #2: Please add Subtotals #1 and #2 (per year) and provide as Total Cost (including Alternate Bid Item):

87,600.00

01-27-2022

Date

\$

Please write out the total cost on the line below:

Please provide your signature and date on the line below confirming that you have reviewed and accept your submitted costs as accurate:

Boun Hits

Signature

Exhibit D - List of Projects

1. Project Name: Aszkenazy Development, Inc.

Description of Scope:

Parking lot sweeping and maintenance; Trash enclosures cleaning services;

Changing trash liners; Property cleanup and junk/debris removal; Curbside,

planters, and alley cleanups

Project Budget: \$2,100 per month

Client Reference (Name, Phone Number, Email Address):

Severyn Aszkenazy, (818) 270-9070, ap@aszkenazy.com

2. Project Name: Alda Management - Casa Torres

Description of Scope:

Parking lot sweeping and maintenance

Project Budget: \$300 per month

Client Reference (Name, Phone Number, Email Address): Albert Gonzalez, (818) 968-1524, albert@aldamanagement.com

3. Project Name: G.I. Services

Description of Scope:

Parking lot sweeping and maintenance; Trash enclosures cleaning services;

Changing trash liners; Property cleanup and junk/debris removal; Curbside, planters, and alley cleanups

Project Budget: \$12,000 per month

Client Reference (Name, Phone Number, Email Address):

Claudia Gomez, (818) 897-5299, cgomez@gi-servicesllc.com

February 7, 2022 CC Regular Meeting



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AGENDA REPORT

То:	Mayor Mary Mendoza and Councilmembers
From:	Nick Kimball, City Manager By: Kanika Kith, Director of Community Development
Date:	February 7, 2022
Subject:	Consideration and Discussion Regarding Re-establishing Low Income Assistance Home Programs

RECOMMENDATION:

It is recommended that City Council:

- a. Discuss re-establishing the City's low income assistance home loan programs, including the housing rehabilitation loan program and down payment assistance loan program;
- b. Discuss the staffing resources required to providing affordable housing and homeless services, including the low income home loan programs, rental assistance programs, landlord/tenant services, homeless outreach services, and other related programs and services; and
- c. Provide direction, as appropriate.

BACKGROUND:

- 1. In 1964, the City Council adopted Ordinance No. 888 to establish the Redevelopment Agency of the City of San Fernando. The San Fernando Redevelopment Agency (RDA) was authorized to conduct business and exercise its power under the State Community Redevelopment Law (State Redevelopment Law).
- 2. On August 2, 1982, the City Council adopted Resolutions No. 5248 and No. 5249 to establish the City Rehabilitation Loan Program to assist with home repairs. This program was funded with property tax increment received through the San Fernando Redevelopment Agency.
- 3. On November 17, 1997, the Redevelopment Agency adopted Resolution No. 647 approving the "First Time Home Buyer Loan Program" that assisted with housing loan down payments. This program was also funded with property tax increment received through the San Fernando Redevelopment Agency.

COMMUNITY DEVELOPMENT DEPARTMENT 117 MACNEIL STREET, SAN FERNANDO, CA 91340 (818) 898-1227 WWW.SFCITY.ORG

Consideration and Discussion Regarding Re-Establishing Low Income Assistance Home Programs Page 2 of 5

- 4. On June 28, 2011, the Governor signed Assembly Bill ABX1 26 (AB 26) and ABX1 27 (AB 27) making certain changes to the State Redevelopment Law. The California Redevelopment Association and League of California Cities filed a lawsuit in the California Supreme Court (*California Redevelopment Association, et al. v. Matosantos, et al.*, Case No. S194861) alleging that AB 26 and AB 27 were unconstitutional. As a result of the Supreme Court's decision on February 1, 2012, all redevelopment agencies were dissolved and replaced by successor agencies, which were designated as successor entities to the former redevelopment agencies.
- 5. On August 15, 2011, the City Council adopted Resolution No. 7452 electing for the City Council to serve as the Successor Agency to the San Fernando Redevelopment Agency. The authority, duties, obligations, and assets of the San Fernando Redevelopment Agency transferred to the Successor Agency by law on February 1, 2012.
- 6. On February 6, 2012, the City Council, acting as the governing body of the Successor Agency, adopted Resolution No. 1 to establish rules and regulations for operating the Successor Agency as a new legal entity pursuant to the amended State Redevelopment Law. The amended State Redevelopment Law also removed redevelopment funds from cities, which resulted in the City's discontinuation of the First Time Home Buyer Loan Program and the Home Rehabilitation Loan Program.
- 7. On November 15, 2021, an item was placed on the agenda by Councilmember Rodriguez asking City Council to consider using the City's low and moderate income housing funds from the former Redevelopment Agency to re-establish programs for low income housing loans and grant assistance. The City Council directed staff to bring the item back for further discussion.

ANALYSIS:

Prior to dissolution of the Redevelopment Agency in 2012, redevelopment agencies were required to set aside 20% of annual tax increment funds to a Low and Moderate Income Housing Fund (Housing Fund) to improve and expand availability and supply of affordable housing in the redevelopment area. The City used the Housing Fund to subsidize affordable housing developments and provide housing loans to qualifying low and moderate income families. The City had two programs to promote homeownership opportunities and to assist with home repairs, as follows:

First Time Home Buyer Loan Program: This program provided an interest-free loan of 17% of the purchase price, up to a \$30,000, to qualifying families for helping with the down payment for the home purchase. The loans were amortized over a 30-year period. A description of the original First Time Home Buyer Loan Program is included as Attachment "A."

Consideration and Discussion Regarding Re-Establishing Low Income Assistance Home Programs Page 3 of 5

2. <u>Home Rehabilitation Program</u>: This program provided a \$25,000 loan with interest rates from zero to three percent, depending on income levels, to qualifying homeowners for repairs to substandard housing conditions. These loans were generally repaid through a minimum monthly payment, and they became entirely due when the loan agreement terminated or the owner sold, transferred, leased, or refinanced the property. A description of the original Home Rehabilitation Program is included as Attachment "B."

After the dissolution of the Redevelopment Agency, funding from the State discontinued and the City's Housing Fund assets were transferred to the City's Successor Agency. The cash balance in the City's Housing Fund as of the end of 2021 is \$2.16 million, which is currently available to use for low income housing activities. An additional \$1.0 million in outstanding loans in these programs will be added to the City's Housing Fund when homeowners repay the loans.

If the City Council directs staff to move forward with re-establishing these programs, staff will review and update the program parameters, including the qualifying income levels, maximum loan assistance, interest rate, and payment terms. A revised program will be presented to City Council at a future meeting for review and approval.

Re-Establishment and Administration of the Housing Programs.

In November 2021, Councilmember Rodriguez requested an agenda item to consider using the City's Housing Fund to re-establish the prior loan programs, as well as administering other grant opportunities for affordable housing.

Staff recommends that the City Council also consider, discuss, and provide direction on the resources for effectively administering these programs. Specifically, staff recommends considering creating a Housing Division within the Community Development Department and a Housing Coordinator position to administer loan and grant programs as well as affordable housing and homeless coordination services.

A new Housing Division could administer the following:

- First Time Home Buyer Loan Program
- Home Rehabilitation Program
- Affordable rental housing
- Accessory Dwelling Units rental
- Senate Bill 9 rental affordability requirements
- Homeless coordination assistance
- Other services related to housing (e.g., Fair Housing, State Housing Laws, etc.)

Many cities in Los Angeles County have a Housing Division/Department or a designated staff to assist community members with affordable housing and homeless services. See Attachment "C" for a summary of some surrounding cities.

Consideration and Discussion Regarding Re-Establishing Low Income Assistance Home Programs Page 4 of 5

In-house staffing, rather than contracted services, is preferable for implementing these types of programs since it provides prospective applicants and program participants with better customer service from hands-on direct communication with the City.

Staff recommends that the City Council discuss and consider allocating resources for administering these programs, including adding a new in-house Housing Coordinator position, which would be a senior level position within the Community Development Department. The position would involve a high-level of experience in affordable housing development, financing, and subsidized housing assistance programs in local government or a nonprofit agency. It would be responsible for planning, developing, coordinating, and implementing housing programs, including homeless services coordination with neighboring jurisdictions and community outreach. The Housing Coordinator would also be responsible for researching and tracking legislation pertaining to affordable housing and implementation of the Housing Element, such as tracking and maintaining data on affordable housing units, including accessory dwelling units (ADUs) and Senate Bill 9 units. Samples of Housing Coordinator job description, qualification, and salary from other agencies are included as Attachment "D."

If the City Council directs staff to move forward with establishing a Housing Division and Housing Coordinator position responsible for administering housing related programs, staff will draft a job specification, meet and confer with the appropriate bargaining unit, and return to City Council for review and approval prior to recruiting for the position.

BUDGET IMPACT:

As previously mentioned, there is a \$2.16 million balance in the City's Housing Fund that could be used to fund Rehabilitation and First Time Homebuyer Loan programs, with additional anticipated funding of \$1.0 million from outstanding loans that will be repaid to the Housing Fund.

A Housing Coordinator position would cost approximately \$125,000 to \$150,000 per year. The position could be funded partially by the City's Measure H Innovation Funds (approximately \$25,000 per year) and former RDA Housing Funds. However, most of the position would need to be funded from the General Fund. This position will provide the City with the necessary resources to move a number of aspects of the Citywide Strategic Goal to Preserve Beautiful Homes and Neighborhoods forward, including:

- 1. Promoting home ownership and first time homeowner programs, particularly programs that provide home ownership opportunities for current San Fernando residents/renters.
- 2. Exploring programs that provide technical assistance, architectural guidance, and financial support for the preservation and restoration of historic residential homes.

Consideration and Discussion Regarding Re-Establishing Low Income Assistance Home Programs Page 5 of 5

- 3. Exploring programs that provide technical assistance, architectural guidance, and financial support for home rehabilitation for low- and moderate-income homeowners.
- 4. Developing a Homeless Plan and policies to support unsheltered and under housed individuals and families.
- 5. Developing policies, financial literacy and financial incentives to address displacement pressures for individuals and families that are functionally under-housed.

CONCLUSION:

It is recommended that City Council discuss and provide direction regarding re-establishing the City's low income assistance home programs, providing affordable housing and homeless services, and ensuring adequate staffing resources for providing effective customer service to the programs.

ATTACHMENTS:

- A. First Time Home Buyer Loan Program
- B. Home Rehabilitation Loan Program
- C. Summary of Housing Division staffing in surrounding cities
- D. Housing Coordinator Job Description Samples



CITY OF SAN FERNANDO FIRST TIME HOME BUYER LOAN PROGRAM

Dear Applicant:

Thank you for your interest in our First Time Home Buyer loan program. Based upon the information you provided, it appears that you may be qualified for our program.

Attached is an overview of our program and a comprehensive application package upon which your eligibility for our program will be determined. Please read and complete all portions of the application. Upon completion of the forms, please return to the Community Development Department.

To avoid any delays in the processing of your application, please remember to include photocopies of all requested documentation and original forms provided which are also included in this packet.

Funding for the 2011-2012 program year is extremely limited, and all applications will be reviewed on a first come, first serve basis.

Should you have any questions regarding this program or application process, please do not hesitate to contact the Community Development Department at (818) 898-1227.

We look forward to reviewing your application.

Sincerely, Community Development Department



CITY OF SAN FERNANDO FIRST TIME HOME BUYER PROGRAM

INTRODUCTION

The First Time Home Buyer (FTHB) Program is designed to be used in conjunction with normal mortgage loan application procedures. The processing procedures do not require extensive paperwork and complement processing procedures that are in place at most mortgage lending institutions.

The purpose of this program is to assist low and moderate-income families in the purchase of their first home within the City of San Fernando. The goal of this program is to promote affordable home ownership opportunities in the community, thereby contributing to neighborhood stability and property maintenance.

FTHB ASSISTANCE

A "silent second" loan of 17% and up to a maximum dollar amount of \$30,000 is offered as assistance toward the purchase of a home per assisted household, which ever is lesser.

The City's direct financial assistance will be in the form of a 30-year loan to the homebuyer secured by a Promissory Note, and Purchaser Affordability Agreement and Deed of Trust.

The loan will be non-interest bearing for the life of the loan and does not require minimum monthly payments.

ELIGIBILITY REQUIREMENTS

- ✓ Applicant must not have had any real estate holdings within the past three years, ending on the date the City loan is executed.
- ✓ Combined gross household income must be 120% or less of the Los Angeles County Median Income adjusted per family size (see below).

1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household	
\$52,900	\$60,500	\$68,050	\$75,600	\$81,650	\$87,700	\$93,750	\$99,800	
Source: Departmer	Source: Department of Housing and Community Development Division of Housing Policy Development-Official State Income Limits for 2009							

- ✓ Applicants must have at least 3% of purchase price in cash to contribute towards their down payment.
- ✓ Applicant or Co-Applicant must have completed a certified 8-hour homebuyer workshop.

- ✓ Applicant must be qualified for a fixed rate loan secured by a First Trust Deed from a licensed mortgage lender.
- ✓ Monthly housing cost ratio shall not exceed 35% of combined monthly income. H&s code §50052.5(b)(4)

RESTRICTIONS AND CONDITIONS OF ASSISTANCE

Eligible properties include new or existing single family houses, residential condominiums, manufactured homes and town homes located within the City of San Fernando boundaries.

For new and existing housing units, the maximum purchase price may not exceed the FHA loan amount maximum in effect at the time the City loan application is submitted.

Within escrow, a certified building inspection company must inspect the house, and each buyer must have a one year warranty plan.

The City of San Fernando must inspect the home Housing Quality Standards prior to submitting a bid on a home.

The applicant must occupy the acquired residential home as their principal residence for the life of the loan. Regular monitoring may occur to ensure compliance of this requirement.

REPAYMENT PROGRAM

Loan principal and a percentage of any "Net Proceeds" are due and payable if during the life of the loan, the property is sold, title is transferred, the home is not occupied as the principal residence by the applicants, or there is unauthorized refinancing of the first trust deed.

Net Pro Repayme	oceeds ent Table	Recapture Examples For a home bought in 2005 for \$315,000 and sold for \$380,000 in year indicated below				
Property sold within :	Equity share %	"Net Proceeds"	Equity Share + City Assistance		= \$ Due to City	
Year 1-30	75%	\$65,000	\$9,100	\$45,000 (14%)	\$54,100	
Loan expired	Per Annum Penalty	10% per annur	m + Previous Balance		= \$\$ Due to City	
Year 31	10%	\$5,410	\$54	4,100	\$59,510	
Year 32	10%	\$5,951 \$		9,510	\$65,461	
Year 33	10%	\$6,546		5,451	\$72,007	
Year 34	10%	\$7,201	\$72	\$72,007		
Year 35 etc	10%	\$7,921	\$79	\$79,208		

In order to replenish the loan pool for future participants, the City of San Fernando receives a percentage of the equity or "net proceeds" accumulated on the property, in the amount equal to the City's proportionate share of the property purchase price. The City's share of equity is based upon the recapture table above.

ADDITIONAL PROGRAM CONSIDERATIONS

The incorporation of a Mortgage Credit Certificate may be allowed under this program. The incorporation of additional financial downpayment assistance provdied by other means is subject to review.

Strict penalties may be imposed on any Applicant or Lender representing an Applicant making a material misstatement, misrepresentation or committing a fraudulent act on documents submitted to obtain program assistance.

Please allow10 business days for processing.



CITY OF SAN FERNANDO FIRST TIME HOME BUYER APPLICATION

APPLICANTS	NAME		SOCIAL SECURITY NO.	GROSS ANNUAL INCOME	AGE	FULL TIME STUDENT? Y/N	
Applicant							
Co-Applicant							
MAILING INFOR	MATION		-			-	
Current Address							
City, State, ZIP					Phone		
OTHER FAMILY MEMBERS	NAME			SOCIAL SECURITY NO.	GROSS ANNUAL INCOME	AGE	FT STUDENT? Y/N
Family member							
Family member							
Family member							
Family member							
Family member							
EMPLOYMENT I	NFORMATION If self-employed	d, please ch	eck here 🛛		·		-
APPLICANT'S EMPL	.OYER	APPLICA	NT'S POSITIO	N		PHONE N	0.
100000						ENOTI	
ADDRESS		CITY, ST	IAIE, ZIP			LENGTH (EMPLOYN	
CO-APPLICANT'S EI	MPLOYER	CO-APPL	ICANT'S POS	TION		PHONE N	0.
ADDRESS		CITY, ST	ATE, ZIP			_ENGTH (
OTHER INFORM	ATION					EMPLOYN	/IEN I
Are you or any memb	er of your household currently rece	iving a				6	
pension or Social Sec Are you an US Citizer	or US Permanent Resident?		If yes,		D NO	US Res	
	payment for a home purchase?			If yes, please specify VES		US Citi	zen
			lf	yes, please disclose an		5	
Is the head of household disabled?					decline to state		
What is the sex of the				🗅 male 🗆	I female	decli	ne to state
Please state your ethr	nicity					decli	ne to state

I declare under penalty of perjury that the statements made on this application are true and correct.

Any person, under penalty of perjury, who willfully state as true any material which he/she knows to be false can be found guilty or perjury.

Applicant's Signature

Date

5

CHECKLIST FOR DOCUMENTATION SUBMITTAL (FTHB)

This checklist has been provided to make the application process as quick as possible. **Incomplete submittals will be returned without further review.**

INCOME VERIFICATION

If you are salaried, please provide PHOTOCOPIES of:

- □ 3 consecutive years of Federal and State income tax returns (signed) with W-2 forms
- **6** recent consecutive paycheck stubs
- □ 3 most recent consecutive checking account statements (3 months)
- 3 most recent year-to-date statements showing interest earned on all interest-bearing accounts

If you are self-employed (Sole Proprietorship), please provide PHOTOCOPIES of:

- **3** years of Federal and State income tax returns (signed)
- Most recent year-to-date profit and loss statement (signed)

If you receive other income on a regular basis, please provide PHOTOCOPIES of:

- Rental Income- Federal income tax return form 1040 and/or rental agreements, or
- Retirement/Social Security- statement of benefits from the Social Security Office, or proof of direct deposit, or
- Alimony/Child Support- divorce decree or separation agreement, or
- Commissions, interest/dividends- personal Federal and State income tax returns for the last 3 years (signed), or
- Any other income- provide appropriate documentation

ADDITIONAL REQUIREMENTS

- Household Certification of Anticipated Gross Annual Income– To be completed by any individual in said household certifying income for the entire family (see attachment).
- □ Individual Certification of Anticipated Gross Annual Income− To be completed by any individual in said household certifying source of independent income (see attachment).
- □ Fair Housing Lending Notice– Please provide the acknowledgement of receiving the Fair Lending Notice as noted in the California Housing Financial Discrimination Act of 1977 (see attachment).
- □ Verification of 3% Down Payment Please provide PHOTOCOPIES of bank statements or 401K Certification.
- □ Verification of Full Time Student Status Please provide proof of enrollment for current school term (only if applicable).
- Pre-qualification for First Trust Deed– Please provide a certified letter from a licensed lender dated no more than three months from application date.
- Housing Workshop Certificate– You must attend a workshop and provide an original workshop certificate (see attachment for workshop schedules).

We look forward to reviewing your application. Please allow10 business days for processing.

CERTIFICATION OF ANTICIPATED GROSS ANNUAL **HOUSEHOLD** INCOME

Name of Head of Household

Project Address: First Time Homebuyer

The purpose of this certification is to assist the Housing Division in determining your eligibility for one of the City's Housing Programs. All information contained herein shall be kept confidential. This form should be completed by the head of household. All persons listed below must complete a separate Certification of Anticipated Individual Income.

Names of Household Members (including yourself)	Relationship to Head of Household	Age	Anticipated Gross Annual Income
	HEAD OF HOUSEHOLD		

TOTAL ANTICIPATED ANNUAL GROSS HOUSEHOLD INCOME

I, the undersigned, state that I have completed this form accurately and completely to the best of my knowledge for all persons who are to occupy the unit in the above housing development for which application is made.

Signature of Head of Household

Date

CERTIFICATION OF **INDIVIDUAL'S** ANTICIPATED GROSS ANNUAL INCOME

This form should be completed by <u>EACH</u> household member that has any type of income listed in Part A, and not listed in Part B of the City of SAN FERNANDO's Definition of income. Please attach verification of all income reported (i.e.: pay stubs, interest statements, etc.).

Name of Occupant:

Social Security Number:

Note: If there is NO income, enter "no income." Sign and date this form.

SOURCE (wages, overtime, interest, pension, Social Security, SSI, child support, unemployment, etc.)	GROSS AMOUNT (Amount before any deductions received each Pay Period)	PAY PERIOD (weekly, biweekly, monthly, etc.)	ANNUAL GROSS (Total income before any deductions for one year

Are you a fulltime student? YES____NO____ If yes, attach a copy of your proof of enrollment/class schedule for the current school term. *I hereby state that all of the above statements are true, accurate, and complete to the best of my knowledge and belief.*

Signature of Occupant

Date

Copy as Necessary for Each Household Member

HOME REHABILITATION PROGRAM APPLICATION FOR SPECIAL HOUSING INSPECTION

In accordance with HUD national housing rehabilitation goals and objectives and the City's General Plan, it is the intent of this program to bring home up to current local building code standards. Therefore, before any application can be processed, the applicant must arrange for the Program Building Inspector to inspect the property where the home improvement is to take place. As the Subject property will be thoroughly inspected inside and out, an adult must be present on the premises when the inspection takes place.

It is understood that any hazardous conditions, or violations of the City building or municipal codes must be corrected whether or not the proposed loan or rebate is eventually made. Should the loan or rebate be made some or all of the funds must be used to correct the deficiencies noted by the Program Building Inspector.

The City of San Fernando will enforce the California Building Code section CBC 310.9 regarding SMOKE DETECTORS being placed in all homes where building permits have been issued.

De acuerdo con metas de rehabilitación de la Cuidad de San Fernando y los objetivos nacionales de HUD y el plan general, es el intento de este programa traer su casa hasta estándares locales actuales del código municipal de construcción. Por lo tanto, antes de que cualquier uso pueda ser procesado, el aspirante debe arreglar para que el inspector de la cuidad del programa examine la característica donde está ocurrir los mejoramientos caseros. Como la casa será examinada a fondo adentro y afuera, un adulto debe estar presente en las cuando ocurra la inspección.

Se entiende que cualquier condición peligrosa, o la violación de código de la ciudad o los códigos municipales deben ser corregidos aun sin que el préstamo o la rebaja propuesta sea aprobada. Si el préstamo o la rebaja se realicé, algunos o todos los fondos deben ser utilizados para corregir las deficiencias conocidas por el inspector del programa.

La ciudad de San Fernando hará cumplir el código de la sección CBC 310.9 del código de construcción de California con respecto a los DETECTORES DE HUMO que son colocados en todos los hogares en donde se han publicado los permisos de construcción.

Applicant:	
Address of Property to be inspected:	
Phone (day):	Phone (evening):
Anticipated date of Inspection:	
Owner has read and agreed to the above provisions.	
Applicant's Signature	Date
Co-Applicant's Signature	Date

FAIR LENDING NOTICE

To: All applicants for a real property secured loan to purchase, construct, rehabilitate, improve or refinance an owner-occupied one-to-four family residence: and all owner-applicants for a real property secured home improvement loan to improve a one-to-four family residence (whether or not owner occupied):

"The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the U.S. Comptroller of the Currency, Consumer Affairs Division, Washington D.C. 20219."

The California Housing Financial Discriminating Act of 1977 provides in part as follows:

"35810. No financial institution shall discriminate in the availability of, or in the provision of, financial assistance for the purpose of purchasing, constructing, rehabilitating, improving, or refinancing housing accommodations due, in whole or in part, to the consideration of conditions, characteristics, or trends in the neighborhood or geographic area surrounding the housing accommodation, unless the financial institution can demonstrate that such consideration in the particular case is required to avoid an unsafe and unsound business practice.

35811. No financial institution shall discriminate in the availability of, or in the provision of, financial assistance for the purpose of purchasing, constructing, rehabilitating, improving, or refinancing housing accommodations due, in whole or in part, to the consideration of race, color, religion, sex, marital status, national origin, or ancestry.

35812. No financial institution shall consider the racial, ethnic, religious, or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, and under what terms and conditions, to provide financial assistance for the purpose of purchasing, constructing, rehabilitating, improving, or refinancing a housing accommodation. No financial institution shall utilize appraisal practices that are inconsistent with the provisions of this part."

If you wish to file a complaint, or if you have questions about your rights, contact:

Comptroller of the Currency Administrator of National Banks/Western District Consumer Complaint Department 50 Fremont Street Suite 3900 San Francisco, CA 94105

I (We) have received a copy of this notice.

Signature of Applicant

Date

Signature of Applicant

Date

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DEFINITION OF INCOME

- A. <u>INCOME INCLUSIONS</u> include the following (unless such income is described in (B) below:
 - 1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
 - 2. Net income from the operations of a business or professions. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
 - 3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
 - 4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).
 - 5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).
 - 6. Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - The amount the allowance or grant exclusive of the amount specifically designated for shelter and utilities; *plus*
 - The maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the

amount calculated under this paragraph is the amount resulting from one application of the percentage.

- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- 8. All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).
- B. <u>INCOME EXCLUSIONS.</u> The following income is excluded from the amount set forth above:
 - 1. Income from the employment of children (including foster children) under the age of 18 years.
 - 2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
 - 3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
 - 4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
 - 5. Income of a live-in aide (as defined in 24 CFR5.403).
 - 6. The full amount of student financial assistance paid directly to the student or to the educational institution.
 - 7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
 - 8. (a) Amounts received under training programs funded by HUD.
 - (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a plan to Attain Self-Sufficiency (PASS).
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program.
 - (d) Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c) (8)(iv).

- (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
- 9. Temporary, nonrecurring, or sporadic income (including gifts).
- 10. Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
- 11. Earnings in excess of \$480 for each full-time student 18 years of age or older (excluding the head of household or spouse).
- 12. Adoption assistance payments in excess of \$480 per adopted child.
- 13. For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.
- 14. Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
- 15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- 16. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
- 17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609 (c) apply, including:
 - The value of allotment made under the Food Stamp Act of 1977;
 - Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions):
 - Payments received under the Alaskan Native Claims Settlement Act;
 - Payments from the disposal of funds of the Grand River Band of Ottawa Indians;
 - Payments from certain sub marginal U.S. land held in trust for certain Indian tribes;

- Payments, rebates, or credits received under Assistance Programs (includes any winder differentials given to the elderly);
- Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785);
- The first \$2000 of per capita shares received from judgments awarded by the Indian Claims Commission of the Court of Claims or from funds the Secretary of the Interior holds in trust for an Indian tribe;
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
- Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- Earned income tax credit;
- The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs and career intern programs).



HOME REHABILITATION LOAN PROGRAM

Dear Applicant:

Thank you for your interest in our Home Rehabilitation loan program. Based upon the information you provided, it appears that you may be qualified for our program.

Attached is an overview of our program and a comprehensive application package upon which your eligibility for our program will be determined. To avoid any delays in the processing of your application, please remember to include photocopies of all requested documentation and original forms which are also included in this packet.

Funding for the 2011-2012 program year is extremely limited, and all applications will be dealt with on a first come, first serve basis.

Please read and complete all portions of the application. Upon completion of the forms, please return to the Community Development Department. Should you have any questions regarding this program or application process, please do not hesitate to contact me in the Community Development Department at 818-898-1227.

We look forward to reviewing your application.

Sincerely, Community Development Department



HOME REHABILITATION PROGRAM OVERVIEW

INTRODUCTION

The purpose of this program is to assist low and moderate-income households in the rehabilitation of their home to repair any code violations, to meet housing quality standards and to restore historic preservation features in their home. The goal of this program is to eliminate safety hazards, improve substandard conditions and to enhance the overall appearance of the property and thereby have a ripple effect on improving the aesthetics of the block, immediate neighborhood and the community in general.

REHAB ASSISTANCE

A loan of a maximum dollar amount of \$25,000 is offered as assistance toward the rehabilitation of a home per assisted household. The City's direct financial assistance will be in the form of a loan to the homeowner secured by a Loan Agreement, Promissory Note and a Deed of trust.

The loan will bare a simple interest of 0-3 percent depending on the combined gross household income adjusted per family size. The loan may require minimum monthly payments until the loan agreement is terminated where the entire balance will be due paid in full.

ELIGIBILITY REQUIREMENTS

Applicant must be the current homeowner residing in the home to be rehabilitated.

Combined gross household income must be 120% or less of the Los Angeles County Median Family Income adjusted per family size (see below).

1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
\$52,900	\$60,500	\$68,050	\$75,600	\$81,650	\$87,700	\$93,750	\$99,800
Source: Department of Housing and Community Development-Official State Income Limits for 2009							

The home to be rehabilitated must be located within City of San Fernando boundaries.

- The home to be rehabilitated must be a single family residence.
- Applicant must select a licensed (Category B) and bonded general contractor in good standing with the Contractor's State License Board for the home rehabilitation. The City is not responsible for the selection of the Contractor.
- Applicant must be able to provide proof of ownership and occupancy of the property to be rehabilitated.
- No pattern of notice of code compliance and or repeated Police response for services.

RESTRICTIONS AND CONDITIONS OF ASSISTANCE

Eligible properties include existing single family houses, and manufactured homes located within the corporate city limits for San Fernando.

Loan proceeds may only be used to cover the costs of services and materials necessary to carry out the rehabilitation of work. Equity loans are NOT allowed.

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Previously contracted or commenced work or materials purchased are NOT eligible for reimbursement, or for continuation of work underway, unless previously commenced work is a hazard to life or property. Rehabilitation work must not commence until City approval is received, all permits are issued, and a Notice to Proceed order is given.

The City of San Fernando reserves the right to allow staff and/or its agents to conduct necessary property and rehabilitation work inspections as required.

All funds disbursed are payable directly to the contractor for rehabilitation of work performed on a scheduled basis. Work must not commence until City approval is received, all permits are issued and a Proceed Order is provided. Advanced payments or personal funds will NOT be reimbursed to the property owner or the Contractor. The City of San Fernando is not responsible for advanced funds to the Contractor. Side agreements between the Property Owner and the Contractor are not allowed during the City of San Fernando Rehabilitation Program.

REPAYMENT PROGRAM

Loan principal and a interest are due and payable if during the life of the loan the property is sold, title is transferred, the home is not occupied as the principal residence by the applicants, or there is unauthorized refinancing of the first trust deed.

Monthly payments are assessed upon determination of an *undeferred* loan status. Payments are calculated on a per-case basis over 15 years.

ADDITIONAL PROGRAM CONSIDERATIONS

Items required to be fully code-complying include, but are not limited to:

- Termite Work
- ***** Attic Insulation
- Smoke Detectors
- Weather StrippingStructural Repairs
- × Structural Repairs

Ineligible items include but are not limited to:

- ⊗ Reimbursement for personal labor
- ⊗ Burglar alarms
- \otimes Free-standing appliances
- \otimes Purchase or repair of furniture
- Subscription
- \otimes Free standing concrete block walls
- \otimes Interim wood paneling
- Source air heating systems
- $\otimes \quad \text{Construction of additional rooms}$

- Roofing RepairsPlumbing Repairs
- Electrical Repairs
- Exterior Stucco/Siding Repair
- ★ Window and Door replacement
- ⊗ Aluminum siding
- ⊗ Worght iron security devices
- ⊗ Recreational equipment
- ⊗ Kennels
- \otimes Bath houses, swinning pools, saunas, hot tubs
- \otimes Murals, window treatments, tv antennas
- ⊗ Steam cleanning
- Ø Pool Repairs
- ⊗ Deconversion of garages

The City of San Fernando reserves the right to deny requests in specific instances where the rehabilitation to be completed and/or the application do not conform to these or other program guidelines.

The City of San Fernando and/or participating lenders determines the eligibility of applicant to the program.

Please allow at least two (2) weeks for processing.

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HOME REHABILITATION APPLICATION

APPLICANTS	NAME	E		SOCIAL SECURITY NO.	GROSS ANNUA INCOME	L AGE	FULL TIME STUDENT ? Y/N	
Applicant								
Co-Applicant								
MAILING INFOR	MATION				•			
Current Address								
City, State, ZIP					Phone		CT.	
OTHER FAMILY MEMBERS	NAME			SOCIAL SECURITY NO.	GROSS ANNUAL INCOME AGE		FT STUDENT ? Y/N	
Family member								
Family member								
Family member								
Family member								
Family member								
EMPLOYMENT	NFORMATION If self-e	mployed, p	lease check h	ere 🛛		<u>-</u>		
APPLICANT'S EMPL	LICANT'S EMPLOYER APPLICANT'S POSITION			N		PHONE NO.		
ADDRESS	CITY, STATE, ZIP					LENGTH OF EMPLOYMENT		
CO-APPLICANT'S E	MPLOYER	CO-APPLICANT'S POSITION			PHONE NO.			
ADDRESS		CITY, STATE, ZIP				LENGTH OF EMPLOYMENT		
OTHER INFORMATION								
	per of your household curren		16	YES		\$		
Are you an US Citizen or US Permanent Resident?		IT YES	, please disclose month	□ NO	US Re			
Is the head of household disabled?				If yes, please specify US Citizen				
What sex is the head								
				If yes, please specify	y iemaie	decline to state		
Please state your ethnicity.						🖵 decli	ne to state	

I declare under penalty of perjury that the statements made on this application are true and correct. I certify that I (we) am (are) the owner (s) of the above stated subject property, and that I (we) understand the foregoing qualifications and conditions for loan eligibility. Any person, under penalty of perjury, who willfully state as true any material which he/she knows to be false can be found guilty or perjury.

Applicant's Signature

Co-Applicant's Signature

Date

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HOME REHABILITATION APPLICATION

PROPERTY INFORM	ATION					
Property Address						
City, State				Zip		
Legal Description or A (see current Property Tax Bill)	ssessor's Numl	ber:		i	i	
Please list all current c	owners on the T	itle to this property:				
BALANCE VERIFICA		NS SECURED BY HOM	F			
1 st Mortgage				Loan Num	nber #	
Lien holder's Name				Loan Bala		
Address						
City, State				Zip		
2 nd Mortgage				Loan Num		
Lien holder's Name				Loan Bala	ince \$	
Address						
City, State				Zip		
PROPERTY DESCRIP	PTION					
Purchase Date			Year Built			
Purchase Price	\$		Estimated current market value		lue \$	
Estimated living area	Sq. Feet		No. of bedrooms	#		
No. of Full Baths	#		No. of 1/2 Baths	#		
Major improvements/additions since property was built:						
List items you would lil	ke to consider f	or Rehabilitation:				
-						
			Ple	ase Initial Be	NOW	
Receipt of Fair lending	Notice (Please I	nitial)				
Receipt of Definition of	of Income (Please	e Initial)				
Receipt of Protect You	ur Family From	Lead In Your Home (Plea	se Initial)			

CHECKLIST FOR DOCUMENTATION SUBMITTAL (Home Rehabilitation Loan Program) This checklist has been provided to make the application process as quick as possible.

Inscretchist has been provided to make the application process as quick as possib Incomplete submittals will be returned without further review.

INCOME VERIFICATION (per individual over 18 years of age

If you are salaried, please provide PHOTOCOPIES of the following document:

- □ 3 consecutive years of Federal and State income tax returns (signed) with W-2 forms
- **6** recent consecutive paycheck stubs (of all working bodies)
- □ 3 concurrent consecutive checking account statements (3 months)
- 3 most recent year-to-date statements showing interest earned on all interest-bearing accounts

If you are self-employed (Sole Proprietorship), please provide PHOTOCOPIES of:

- □ 3 years of signed Federal and State income tax returns (signed)
- Most recent year-to-date profit and loss statement (signed)

If you receive other income on a regular basis, please provide PHOTOCOPIES of:

- Rental Income- Federal income tax return form 1040 and/or rental agreements, or
- Retirement/Social Security- statement of benefits from the Social Security Office, or proof of direct deposit, or
- Alimony/Child Support- divorce decree or separation agreement, or
- Commissions, interest/dividends- personal Federal and State income tax returns for the last 3 years (signed), or
- Any other income- provide appropriate documentation

ADDITIONAL REQUIREMENTS

- □ Verification of ownership- Please provide a copy of current Property Tax Bill or Grant Deed
- □ Verification of Insurance Please provide a copy of current Homeowner's Insurance Certificate
- Verification of Owner Occupancy Please provide a copy of a current utility bill (gas, electric, phone)
- **Household** Certification of Anticipated Gross Annual Income– To be completed by any individual in said household certifying income for the entire family (see attachment).
- □ Individual Certification of Anticipated Gross Annual Income– To be completed by any individual in said household certifying source of independent income (see attachment).
- Application for Special Housing Inspection- To be completed as permission for city staff to enter property for observation and/or inspection of potential rehabilitation items (see attachment).
- □ Fair Housing Lending Notice– Please provide the acknowledgement of receiving the Fair Lending Notice as noted in the California Housing Financial Discrimination Act of 1977 (see attachment).
- Verification of Full Time Student Status Please provide proof of enrollment for current school term (only if applicable).

We look forward to reviewing your application.

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CERTIFICATION OF ANTICIPATED GROSS ANNUAL **HOUSEHOLD** INCOME

Name of Head of Household

Project Address:

The purpose of this certification is to assist the Housing Division in determining your eligibility for one of the City's Housing Programs. All information contained herein shall be kept confidential. This form should be completed by the head of household. All persons listed below must complete a separate Certification of Anticipated Individual Income.

Relationship to Head of Household	Age	Anticipated Gross Annual Income
HEAD OF HOUSEHOLD		
	Household	Household

TOTAL ANTICIPATED ANNUAL GROSS HOUSEHOLD INCOME

I, the undersigned, state that I have completed this form accurately and completely to the best of my knowledge for all persons who are to occupy the unit in the above housing development for which application is made.

Signature of Head of Household

Date
CERTIFICATION OF ANTICIPATED GROSS ANNUAL INCOME TO BE COMPLETED PER INDIVIDUAL OVER 18 YEARS OF AGE

This form should be completed by **EACH** household member that has any type of income listed in Part A, and not listed in Part B of the City of SAN FERNANDO's Definition of income. Please attach verification of all income reported (i.e.: pay stubs, interest statements, etc.).

Name of Occupant:

Social Security Number:

Note: If there is NO income, enter "no income." Sign and date this form.

SOURCE (wages, overtime, interest, pension, Social Security, SSI, child support, unemployment, etc.)	GROSS AMOUNT (Amount before any deductions received each Pay Period)	PAY PERIOD (weekly, biweekly, monthly, etc.)	ANNUAL GROSS (Total income before any deductions for one year
τοτΑ			

Are you a fulltime student? YES____ NO____ If yes, attach a copy of your proof of enrollment/class schedule for the current school term. I hereby state that all of the above statements are true, accurate, and complete to the best of my knowledge and belief.

Signature of Occupant

Date

Copy as Necessary for Each Household Member

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HOME REHABILITATION PROGRAM APPLICATION FOR SPECIAL HOUSING INSPECTION

In accordance with HUD national housing rehabilitation goals and objectives and the City's General Plan, it is the intent of this program to bring home up to current local building code standards. Therefore, before any application can be processed, the applicant must arrange for the Program Building Inspector to inspect the property where the home improvement is to take place. As the Subject property will be thoroughly inspected inside and out, an adult must be present on the premises when the inspection takes place.

It is understood that any hazardous conditions, or violations of the City building or municipal codes must be corrected whether or not the proposed loan or rebate is eventually made. Should the loan or rebate be made some or all of the funds must be used to correct the deficiencies noted by the Program Building Inspector.

The City of San Fernando will enforce the California Building Code section CBC 310.9 regarding SMOKE DETECTORS being placed in all homes where building permits have been issued.

De acuerdo con metas de rehabilitación de la Cuidad de San Fernando y los objetivos nacionales de HUD y el plan general, es el intento de este programa traer su casa hasta estándares locales actuales del código municipal de construcción. Por lo tanto, antes de que cualquier uso pueda ser procesado, el aspirante debe arreglar para que el inspector de la cuidad del programa examine la característica donde está ocurrir los mejoramientos caseros. Como la casa será examinada a fondo adentro y afuera, un adulto debe estar presente en las cuando ocurra la inspección.

Se entiende que cualquier condición peligrosa, o la violación de código de la ciudad o los códigos municipales deben ser corregidos aun sin que el préstamo o la rebaja propuesta sea aprobada. Si el préstamo o la rebaja se realicé, algunos o todos los fondos deben ser utilizados para corregir las deficiencias conocidas por el inspector del programa.

La ciudad de San Fernando hará cumplir el código de la sección CBC 310.9 del código de construcción de California con respecto a los DETECTORES DE HUMO que son colocados en todos los hogares en donde se han publicado los permisos de construcción.

Applicant:	
Address of Property to be inspected:	
Phone (day):	Phone (evening):
Anticipated date of Inspection:	
Owner has read and agreed to the above provisions.	
Applicant's Signature	Date
Co-Applicant's Signature	Date

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FAIR LENDING NOTICE

To: All applicants for a real property secured loan to purchase, construct, rehabilitate, improve or refinance an owner-occupied one-to-four family residence: and all owner-applicants for a real property secured home improvement loan to improve a one-to-four family residence (whether or not owner occupied):

"The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the U.S. Comptroller of the Currency, Consumer Affairs Division, Washington D.C. 20219."

The California Housing Financial Discriminating Act of 1977 provides in part as follows:

"35810. No financial institution shall discriminate in the availability of, or in the provision of, financial assistance for the purpose of purchasing, constructing, rehabilitating, improving, or refinancing housing accommodations due, in whole or in part, to the consideration of conditions, characteristics, or trends in the neighborhood or geographic area surrounding the housing accommodation, unless the financial institution can demonstrate that such consideration in the particular case is required to avoid an unsafe and unsound business practice.

35811. No financial institution shall discriminate in the availability of, or in the provision of, financial assistance for the purpose of purchasing, constructing, rehabilitating, improving, or refinancing housing accommodations due, in whole or in part, to the consideration of race, color, religion, sex, marital status, national origin, or ancestry.

35812. No financial institution shall consider the racial, ethnic, religious, or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, and under what terms and conditions, to provide financial assistance for the purpose of purchasing, constructing, rehabilitating, improving, or refinancing a housing accommodation. No financial institution shall utilize appraisal practices that are inconsistent with the provisions of this part."

If you wish to file a complaint, or if you have questions about your rights, contact:

Comptroller of the Currency Administrator of National Banks/Western District Consumer Complaint Department 50 Fremont Street Suite 3900 San Francisco, CA 94105

I (We) have received a copy of this notice.

Signature of Applicant

Date

Signature of Applicant

Date

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DEFINITION OF INCOME

- A. <u>INCOME INCLUSIONS</u> include the following (unless such income is described in (B) below:
 - 1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
 - 2. Net income from the operations of a business or professions. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
 - 3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
 - 4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).
 - 5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).
 - 6. Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- The amount the allowance or grant exclusive of the amount specifically designated for shelter and utilities; *plus*
- The maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.
- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- 8. All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).
- B. <u>INCOME EXCLUSIONS.</u> The following income is excluded from the amount set forth above:
 - 1. Income from the employment of children (including foster children) under the age of 18 years.
 - 2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
 - 3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
 - 4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
 - 5. Income of a live-in aide (as defined in 24 CFR5.403).
 - 6. The full amount of student financial assistance paid directly to the student or to the educational institution.
 - 7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
 - 8. (a) Amounts received under training programs funded by HUD.
 - (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and

benefits because they are set aside for use under a plan to Attain Self-Sufficiency (PASS).

- (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program.
- (d) Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c) (8)(iv).
- (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
- 9. Temporary, nonrecurring, or sporadic income (including gifts).
- 10. Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
- 11. Earnings in excess of \$480 for each full-time student 18 years of age or older (excluding the head of household or spouse).
- 12. Adoption assistance payments in excess of \$480 per adopted child.
- 13. For public housing only, the earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (43 U.S.C. 1437t), or any comparable federal, state or local law during the exclusion period.
- 14. Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
- 15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- 16. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
- 17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609 (c) apply, including:

- The value of allotment made under the Food Stamp Act of 1977;
- Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions):
- Payments received under the Alaskan Native Claims Settlement Act;
- Payments from the disposal of funds of the Grand River Band of Ottawa Indians;
- Payments from certain sub marginal U.S. land held in trust for certain Indian tribes;
- Payments, rebates, or credits received under Assistance Programs (includes any winder differentials given to the elderly);
- Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 9z Stat. 1785);
- The first \$2000 of per capita shares received from judgments awarded by the Indian Claims Commission of the Court of Claims or from funds the Secretary of the Interior holds in trust for an Indian tribe;
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs, or veterans benefits;
- Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- Earned income tax credit;
- The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, State job training programs and career intern programs).

City	Staff
City of Santa Clarita	2 Positions
Affordable Rental Housing	
Community Development Block Grant (CDBG)	
Home Purchase Programs	
Housing Services	
Senior Housing	
Residential Repair Grants	
• Fair Housing Information	
City of Burbank	6 positions
Affordable Housing/Section 8 Resources	
Landlord-Tenant Commission and Housing Resources	
COVID-19 Rent Relief	
Homeless Services	
• CDBG	
City of Glendale	30 positions
Current and Future Affordable Housing Development	
Rental Rights	
• Section 8 Program	
• COVID-19 Orders & Emergency Rental Assistance Program	
• Fair Housing and State Housing Laws	
Housing Element Update	
City of Alhambra	1 Housing Assistant and
Home Improvement Assistance Program	Contract with Housing
COVID-19 Rent Relief Program	Rights Center
Housing Assistance	
City of Pasadena	9 positions
Single-Family Rehabilitation Programs	
Direct Homeless Assistance	
Housing Navigation	
Section 8 Support	
Fair Housing Information	
City of South Pasadena	1 Position and Contract
Emergency Rental Assistance Program	with Housing Right
• Section 8 program	Center
Fair Housing and State Housing Laws	
City of Rosemead	1 Position with Contract
First Time Homebuyer Program	Staffing Services, and
Home Improvement Program	Contract with Housing
Rental Assistance	Right Center
• Fair Housing and State Housing Laws	
• CDBG	
• HERO Program (Energy & Water Efficiency Loan Program)	
Homeless Services	



CITY OF GLENDALE (CA) Established Date: Jul 25, 2012 Revision Date: Apr 8, 2015 **Housing Coordinator**

Class Code: 2562

SALARY RANGE

\$5,436.51 - \$7,909.56 Monthly

DEFINITION/ESSENTIAL FUNCTIONS:

Under general supervision, this management classification performs duties related to affordable housing projects and programs, and related fiscal projects and programs.

Essential functions of the job include, but are not limited to, the following:

Assists in supervising and managing the activities of the Housing Division of the Community Development Department.

Works with managers and staff in planning and assessment, program goal setting and accomplishment, quality control, and staff performance outcomes.

Develops strategies toward the financial and operational self-sufficiency of the Division.

Develops program audit functions and tasks related to Division operations and in compliance with Federal and State funding regulations.

Tracks and reports performance levels related to Division operations in compliance with Federal and State funding regulations.

Monitors and supervises the collection of all housing revenue related to annual program awards, fraud recovery, loan repayments, and interdepartmental transfers related to expired redevelopment tax increment financing.

Identifies, coordinates, writes and submits for approval of grants for funding affordable housing projects, programs and activities.

Prepares grant applications, tracks and reports the status of grant applications, and monitors contracts for compliance with statutory and regulatory requirements.

Prepares the Housing program budget and assists in the coordination of the Housing Division's budget.

Monitors expenditures and advises others of upcoming deadlines and shortfalls and makes recommendations for corrective actions.

Prepares Requests for Proposals and manages professional service contracts for the Housing Division.

Researches, investigates and analyzes operational and administrative issues, including organization structures, record procedures involving forms, documents and payrolls, work output and workload, and expense control.

Plans and coordinates housing projects with other divisions and departments.

Confers with City officials and employees on matters of administration, finance, and operation.

Researches and tracks legislation pertaining to affordable housing.

Prepares oral and/or written presentations on the impact such legislation may have on affordable housing development in the City for management, Housing Authority and City Council.

Plans, organizes, prepares materials and makes presentations at public meetings related to affordable housing projects and programs.

Prepares and delivers staff reports to various boards, commissions, the Housing Authority and the City Council.

Attends workshops and seminars on affordable housing programs, and housing market trends.

Presents information to appropriate personnel for follow-up action in order to assist the Housing Division to remain up-to-date on the most current regulations, legislation and trends in affordable housing finance, and compliance.

Applies changes to procedures as necessary.

Conducts surveys and studies related to affordable housing trends and practices in other communities.

Analyzes resulting data and prepares oral or written presentations on analysis and recommendations for affordable housing program and project development in the City for divisional and departmental managers, Housing Authority and City Council.

Prepares organization and work flow charts, spreadsheets, and written reports using a variety of computer software applications.

Conducts studies of the Division's operations, recommends changes in goals, objectives, policies and procedures, and oversees the implementation of approved changes.

Plans and coordinates projects with other divisions and departments.

Prepares components of the City Housing Element.

Prepares annual plans, evaluation reports, and online reports on affordable housing programs and projects as required by various local, State, and Federal entities.

Assists in special projects undertaken for purposes of standardization, efficiency, and economy. Assists in development and design of programs based on need.

Plans, assigns, reviews, and evaluates the work of subordinate staff. Reviews and evaluates employees' job performance, and effectively recommends personnel action.

Drives on City business as necessary.

Communicates funding allocations and eligible uses of funds within the framework of regulatory constraints.

Ensures Department services are provided with the highest customer service and ethical standards.

Assumes responsibility for ensuring the duties of the position are performed in a safe, efficient manner.

Communicates funding allocations and eligible uses of funds within the framework of regulatory constraints.

Performs other related duties as assigned or as the situation requires.

MINIMUM REQUIREMENTS:

Knowledge, Skills & Abilities

Knowledge of:

Affordable housing finance processes, policies and procedures.

Budgetary processes and procedures.

Business practices and procedures.

Effective customer services practices.

Principles of organization, administration, and supervision.

Skill in:

Effective oral and written communications, both on a one-on-one and a group basis. Making independent judgments and sound decisions based on established guidelines, policies and procedures.

Public contact techniques.

Utilize a variety of computer and software applications including Emphasys Elite, Filemaker and Microsoft Office.

Ability to:

Conduct research and analyze data.

Design and implement work flow systems.

Develop and implement policies and procedures.

Effectively train and supervise subordinates.

Establish and maintain effective working relationships with the City staff, boards,

commissions, outside agencies, and the public and resolve interpersonal conflicts.

Exercise good judgment and discretion in problem situations.

Foster a teamwork environment.

Interpret, apply, explain and reach sound decisions in accordance with laws, regulations, rules and policies.

Lead, coach, instruct and motivate employees.

Maintain accuracy under deadlines.

Model and practice the highest standards of ethical conduct.

Organize, assign and schedule workload among subordinate staff.

Plan, manage and complete projects individually or in conjunction with others, including implementing plans of affordable housing agreements, affordable housing components of City and Housing Authority multi-year strategic plans.

Plan, organize and prioritize projects to meet critical deadlines.

Prepare analytical and financial reports.

Prepare and deliver effective presentations to the public at community meetings, and to various boards, commissions, the Housing Authority, and the City Council.

Prepare, monitor and control a budget.

Provide clear work instruction.

Read, write, communicate effectively, and comprehend directions in English.

Review and evaluate employees' job performance.

Review, comprehend, and apply executed affordable housing agreement terms to current conditions.

Understand and use computers to accomplish assignments and guide staff.

Other Characteristics

Willingness to: Work overtime as requested. Assume responsibility for maintaining a safe working environment. Work the necessary hours and times to accomplish goals, objectives, and required tasks.

Experience

Two years of increasingly responsible professional experience with affordable housing development, finance, and subsidized rental housing assistance programs, in a local government or a nonprofit community development corporation is required.

Education/Training

Bachelor's Degree in Urban Planning, Public Administration, Business Administration, or a related field is required. A Master's Degree in the same fields is highly desirable.

License(s)/Certification(s)

Valid Class C California driver's license.

<u>Note</u>

An equivalent combination of experience, education and/or training may substitute for the listed minimum requirements.

CLASSIFICATION INFORMATION:

Classification Series: Housing Coordinator Series

Previously Approved: 07/25/2012

FLSA: Exempt

Probationary Period: One year

Housing Coordinator HUD VASH

POSTED ON 12/14/2021AVAILABLE BEFORE 1/13/2022

Volunteers of America Los Angeles Los Angeles, CA Full Time

Job Posting for Housing Coordinator HUD VASH at Volunteers of America Los Angeles

About Us:

VOALA

Helping Our Most Vulnerable Change Their Life Stories

Volunteers of America is a non-profit human services organization committed to serving people in need, strengthening families, and building communities. VOA - LA provides a variety of social services to Los Angeles area communities such as Head Start programs, Upward Bound college prep programs, veterans' services, homeless shelters, low-income housing program as well as drug and alcohol rehabilitation. Learn more at www.voala.org.

HUD-VASH

The Department of Housing and Urban Development - VA Supportive Housing (HUD-VASH) Program is an effort between VOALA, HUD and the VA to move Veterans and their families out of homelessness and into permanent housing. Provides long-term case management, clinical/supportive services, and permanent housing assistance for chronically homeless Veterans. Combines Housing Choice Voucher assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs.

JOB SUMMARY AND PURPOSE

The Housing Coordinator is responsible for identifying suitable housing options for program participants and their families, and assisting the participants to achieve sustainable and healthy independent living. Conducts community outreach to develop resources to support homeless participants. Part of services team for the program, the Housing Coordinator provides experience-based leadership and participates in all stages of client service: assessment, services planning, engagement and delivery. Assists program case management, performs outreach and community engagement events, is able to lead these efforts as required.

DUTIES AND RESPONSIBILITIES

- Identifies and locates housing options suitable for homeless clients and their families, including referral to VOALA shelters as appropriate.
 - Creates and maintains a housing database linking tenants to apartments
 - Communicates with landlords and familiarize them with the program and the unique needs of participants

- Leads community outreach for program, represents VOALA at meetings of working groups specific to housing the homeless, attends Apartment and Relator Association meetings, develops community partners.
- Develops support systems to meet individual client's housing needs; coordinates and facilitates move-in activities, rental negotiations, and service referrals as needed
- Facilitates the use of community resources to assist both tenants and landlords in the event of problems leading to potential eviction
- As a member of the program case management team, provides information referrals, crisis intervention, and assistance with permanent housing placement for participants
 - Assists case managers in conducting the comprehensive screenings and assessments to collect functional, environmental, financial, employment, housing, educational, and health information, as appropriate, to develop an Individual Service Plan
 - Coordinates follow-up services with case management team
 - Performs tasks of Case Manager or Housing Specialist as needed
- Performs outreach to area homeless, coordinating efforts of community organizations to serve the homeless
- Additional duties as assigned

Qualifications

REQUIREMENTS:

• Must be able to pass a fingerprint clearance, background check, including criminal history, personal references, employment and education verifications

EDUCATION:

- Bachelor's Degree in Social Services or related discipline,
- Or Equivalent combination of education and work experience (four years)

EXPERIENCE:

• Three years' experience working with veterans, people in recovery and / or homelessness individuals

KNOWLEDGE:

- Knowledge of housing stability plan design and case management.
- Knowledge of Los Angeles' affordable and subsidized housing system.
- Has existing relationships with landlords and other resources for homeless population

TECHNOLOGY SKILLS:

• Microsoft Office Suite, including: Outlook, Word, Excel, PowerPoint; familiar with Databases.

SKILLS AND ABILITIES:

- Able to take on case management and leadership tasks as required to support program
- Strong public speaking ability, able to represent program and participants as an advocate
- Able to develop relationships with program participants, their families, and landlords, as well as a variety of service stakeholders (schools, health and public benefit agencies).
- Strong written and oral skills in the English language, able to accurately complete required reports and data entry.
- Able to perform basic mathematic calculations (rent, security deposits, et cetera).
- Able to perform under circumstances of possible emotional stress and conflict, including dealing with un-cooperative clients.
- Able to safely and successfully perform the essential job functions consistent with the ADA, FMLA, and other federal, state, and local standards, with or without reasonable accommodation, including meeting qualitative and quantitative productivity standards.
- Able to maintain regular, punctual attendance consistent with ADA, FMLA, and other federal, state, and local standards.
- Must be willing to travel/drive company vehicle through Los Angeles County.

INTERPERSONAL CHARACTERISTICS:

- Must be able to work effectively with people from all walks of life with compassion
- Hold a California Drivers license, with required insurance and a reliable vehicle.

PREFERRED QUALIFICATIONS:

- Bilingual (Spanish)
- HMIS (homeless database)

VOALA BENEFITS SUMMARY:

- Choice of 3 medical insurance plans
- Choice of 2 dental insurance plans (one plan for employee only; has no premium)
- Vision insurance plan
- Voluntary Supplemental Coverage
- Accidental Injury Coverage
- Hospital Care Coverage
- Critical Illness Coverage
- Pet Insurance
- Paid vacation time

- Paid sick time
- 10 company paid holidays
- Company funded 401a retirement pension plan
- Optional employee contribution to 403b retirement savings plan
- Life and AD&D insurance
- Programs to maintain your health and well-being
- Employee Assistance Plan (EAP) (No cost to employee and 100% confidential)
- Company funded Short-term Disability Insurance (STDI) Insurance
- Company funded Long-term Disability Insurance (LTD)

Volunteers of America is an Equal Opportunity/Affirmative Action employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex including sexual orientation and gender identity, national origin, disability, protected Veteran Status, or any other characteristic protected by applicable federal, state, or local law

This employer participates in E-Verify as required by the federal government and will provide the federal government with your Form 1-9 information to confirm that you are authorized to work in the U.S.

If E-Verify cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact Department of Homeland Security (OHS) or Social Security Administration (SSA) so you can begin to resolve the issue before the employer can take any action against you, including terminating your employment.

View Less

COUNTY OF CONTRA COSTA

Department of Human Resources

, exams@cchealth.org

invites applications for the position of:

Housing Services Coordinator

Bargaining Unit: Local 21 - Supervisory Management

An Equal Opportunity Employer

 SALARY:
 \$42.04 - \$51.10 Hourly

 \$3,363.06 - \$4,087.82 Biweekly

 \$7,286.63 - \$8,856.94 Monthly

 \$87,439.56 - \$106,283.28 Annually

 DEPARTMENT:

 Health Services - Only

 OPENING DATE:
 01/05/22

CLOSING DATE: 01/14/22 11:59 PM

THE POSITION:

Bargaining Unit: Local 21 – Supervisory Management CLOSING DATE: January 14, 2022

Why Join Contra Costa Health Services?

Contra Costa County's Health Services Department is seeking two (2) qualified individuals interested in a career as a Housing Services Coordinator. One (1) vacancy is in the Health, Housing and Homeless Services (H3) division located in Concord, CA and one (1) vacancy is in the Behavioral Health (BH) division located in Martinez, CA. The Housing Services Coordinator will be responsible for planning, developing, coordinating, and implementing housing programs for special needs population, substance use consumers, Homeless Continuum of Care, and those who are seriously and persistently mentally ill.

Health, Housing, and Homeless Services (H3):

The Housing Services Coordinator will execute the planning, development, implementation, and coordination of supportive housing programs and/or entry into housing and services for homeless consumers within Contra Costa's Homeless Continuum of Care.

Behavioral Health (BH):

The Housing Services Coordinator will plan, develop, and coordinate housing programs for the consumers it serves, focusing on those with serious mental health needs and substance use issues.

We are looking for someone who:

H3 Assignment:

- Is able to formulate goals and implement procedures to meet program objectives
- Values working collaboratively with diverse communities, agencies, and other program administrators

- · Is able to communicate effectively both orally and in writing
- · Is able to prepare clear and concise correspondence and reports
- Is able to collaborate with staff housing needs and **problem-solve** housing issues for variety of consumers

BH Assignment:

- Is knowledgeable of **residential care State licensing regulations** and the ability to work closely with program administrators
- · Is able to communicate effectively both orally and in writing
- · Is able to prepare clear and concise correspondence and reports
- · Is able to communicate with stakeholders, contractors, and facilitate meetings
- · Is able to problem-solve complex situations with consumers and agencies

What you will typically be responsible for:

H3 Assignment:

- Providing strategic direction, drive improvement, and advance equity within our Homeless Continuum of Care
- Focusing on planning, coordination, and implementation of community-wide efforts to prevent and end homelessness
- Overall administration and effective coordination of homeless services for Contra Costa's
 Homeless Continuum of Care
- Working alongside governmental and non-governmental leadership, local, state, and national advocacy groups, and homeless service providers

BH Assignment:

- Managing the referral and placement process of consumers into licensed facilities or community setting in the Behavioral Health Housing Continuum of Care
- Coordinating and facilitating multi-disciplinary team meetings among consumers, staff, community- based organizations, and contractors
- Providing oversight of the contracted Board and Care facilities
- · Monitoring the supportive services provided to consumers in housing placements
- Engaging the community in planning processes

A few reasons you might love this job:

H3 Assignment:

- Great opportunity to make a lasting impact on homelessness in Contra Costa County
- Creating a strong continuum of services for formerly homeless people
- See a project develop from the very beginning

BH Assignment:

- Excellent opportunity to contribute to the development of housing resources for people living with severe mental illness
- Learning both clinical and administrative aspects of behavioral health services
- · Increasing knowledge of housing a special needs population
- Being a part of the planning, development, and implementation of emerging programs

A few challenges you might face in this job:

H3 Assignment:

- Reaching out to Federal, state, local and private sources of financing for affordable housing, interim housing and housing services
- Working collaboratively with a complex team, multiple Contra Costa County departments, and outside consultants
- Managing complex projects that reflect attention to detail, time management skills, and ability to stay focused and organized

BH Assignment:

- Working collaboratively with multiple County departments on complex cases
- · Learning complicated regulatory and legal requirements
- Balancing priorities of community and facility challenges
- Organizing support to all Behavioral Health consumers in housing placements

Competencies Required:

- Critical Thinking: Analytically and logically evaluating information, propositions, and claims
- **Delivering Results**: Meeting organizational goals and customer expectations and making decisions that produce high-quality results by applying technical knowledge, analyzing problems, and calculating risks
- Adaptability: Responding positively to change and modifying behavior as the situation requires
- **Displaying Ownership and Accountability**: Holding self and others accountable for measurable high-quality, timely, and cost-effective results
- Listening: Fully comprehending spoken communication
- Writing: Communicating effectively in writing
- Building & Maintaining Relationships: Establishing rapport and maintaining mutually productive relationships
- · Handling & Resolving Conflict: Managing interpersonally strained situations
- Coaching & Developing Others: Supporting others in stretching and expanding their capabilities
- · Group Facilitation: Enabling constructive and productive group interaction
- Managing & Facilitating Change: Addressing key factors that influence successful organizational change
- Managing Organizational Complexity: Maneuvering through complex political situations and functions within the organization

To read the complete job description, please visit the website: https://www.cccounty.us/hr

The eligible list established from this recruitment may remain in effect for six (6) months.

TYPICAL TASKS:

MINIMUM QUALIFICATIONS:

License Required: Possession of a valid California Motor Vehicle Operator's License. Out of state valid motor vehicle operator's license will be accepted during the application process

Education: Possession of a Bachelor's degree from an accredited college or university with a major in a social/human services field.

Experience: Three (3) years of full-time, or its equivalent, experience coordinating and developing housing services for a client population with special needs.

ALL APPLICANTS MUST SUBMIT A COPY OF THEIR CERTIFICATION AND COLLEGE TRANSCRIPT AT THE TIME OF APPLICATION.

Desirable Qualifications:

- Experience working in a federal, state, or local governmental agency
- Experience developing regulations, policies, and procedures
- Experience working with clinicians providing mental health treatment and ongoing care

• Program and project management experience

SELECTION PROCESS:

<u>1. Application Filing and Evaluation</u>: Applicants will be required to complete a supplemental questionnaire at the time of application, applications will be evaluated to determine which candidates will move forward in the next phase of the recruitment process.

2. Virtual Interview Assessment: Candidates who possess the minimum qualifications will be invited to participate in an online video assessment. The assessment will measure candidates' competencies as they relate to the job. In the assessment, candidates must achieve an average passing score of 70% or higher on each of the competencies, as well as an overall passing score of 70% or higher. These may include but are not limited to: Critical Thinking, Delivering Results, Displaying Ownership & Accountability, Building & Maintaining Relationships, and Managing & Facilitating Change. (Weighted 100%).

The online assessment is tentatively scheduled to take place via computer (remotely) sometime during the week of January 24, 2022.

The virtual interview assessment will be administered remotely using a computer or mobile device such as a tablet or smartphone. You will need access to a reliable internet connection to take the assessment, as well as a computer or mobile device with a camera.

The Human Resources Department may change the examination steps noted above in accordance with the Personnel Management Regulations and accepted selection practices.

COVID-19 Vaccine Requirements

As of August 24, 2021, Contra Costa County enacted a mandatory COVID-19 vaccine requirement for employees. Proof of full vaccination or approved exemption is required of all employees, including new hires. The policy requirements can be found here: <u>https://www.contracosta.ca.gov/DocumentCenter/View/72164</u>

CONVICTION HISTORY

After you receive a conditional job offer, you will be fingerprinted, and your fingerprints will be sent to the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). The resulting report of your conviction history (if any) will be used to determine whether the nature of your conviction conflicts with the specific duties and responsibilities of the job for which you have received a conditional job offer. If a conflict exists, you will be asked to present any evidence of rehabilitation that may mitigate the conflict, except when federal or state regulations bar employment in specific circumstances. Having a conviction history does not automatically preclude you from a job with Contra Costa County. If you accept a conditional job offer, the Human Resources department will contact you to schedule a fingerprinting appointment.

DISASTER SERVICE WORKER

All Contra Costa County employees are designated Disaster Service Workers through state and local law. Employment with the County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker-related training as assigned, and to return to work as ordered in the event of an emergency.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Contra Costa County to consider all applicants for employment without regard to race, color, religion, sex, national origin, ethnicity, age, disability, sexual orientation, gender, gender identity, gender expression, marital status, ancestry, medical condition, genetic information, military or veteran status, or other protected category under the law. exams@cchealth.org

Housing Services Coordinator Supplemental Questionnaire

* 1. The purpose of this supplemental questionnaire is to provide applicants the opportunity to elaborate on their qualifications for this position and to assist in assessing each applicant's individual qualifications. Your responses to the supplemental questionnaire will be used to evaluate your relevant experience and training to determine which applicants will be invited to participate in the next step of the selection process.

I read and fully understand the above instructions.

🖵 Yes 🛛 🗋 No

* 2. Do you possess a valid California Motor Vehicle Operator's license? (Out of state valid motor vehicle operator's license will be accepted during the application process.)

🖵 Yes 🛛 🕁 No

* 3. Do you possess a Bachelor's Degree from an accredited college or university with a major in a social/human services field?

🖵 Yes 🛛 🗋 No

* 4. Do you have three (3) years of full-time, or its equivalent, experience coordinating and developing housing services for a client population with special needs?

🖵 Yes 🛛 🖬 No

- * 5. If you answered yes to the question above, please state the employer name(s), employment dates, and job title(s). If you answered no to the question above, please type in "N/A".
- * 6. I certify that I meet the announced minimum requirements for this examination and understand that I will be eliminated at any stage in such examination if it develops that, in fact I do not meet them. I further certify that all statements made in this supplemental questionnaire and the application are true and I agree and understand that misstatements or omissions of material facts will cause forfeiture of my rights to employment with Contra Costa County. I have read and understand the above information.

🖵 Yes 🛛 🖵 No

* Required Question

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February 7, 2022 CC Regular Meeting



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То:	Mayor Mary Mendoza and Councilmembers	
From:	Councilmember Cindy Montañez	
Date:	February 7, 2022	
Subject:	Consideration to Appoint a Transportation and Safety Commissioner	

RECOMMENDATION:

I recommend that Adriana Gomez be appointed as my representative to the Transportation and Safety Commission.

BACKGROUND/ANALYSIS:

- Per the City's Code (Attachment "A"), each Councilmember may appoint one Commissioner to each Commission (i.e., Planning and Preservation Commission; Parks, Wellness, and Recreation Commission; Transportation and Safety Commission; and Education Commission), with such appointment to be ratified by the full City Council. For appointment consideration, interested residents must submit an application to the nominating City Councilmember, at which time the proposed appointment considered by the City Council to approve and ratify.
- 2. On July 19, 2021, the City Council approved the appointment of Carlos Hernandez to serve as a Commissioner on the Transportation and Safety Commission as recommended by Councilmember Montañez.
- 3. In December 2021, Mr. Hernandez accepted a full time position as the Assistant to the City Manager with the City of San Fernando with an anticipated start date on February 14, 2022. Pursuant to San Fernando Municipal Code Sec. 90-71 (a) (Attachment "A"), Commissioners shall not hold any office or position with the City. Therefore, Commissioner Hernandez's official last day of service on the Transportation and Safety Commission is February 13, 2022.
- 4. On January 26, 2022, Adriana Gomez submitted an application (Attachment "B") seeking consideration as Councilmember Montañez's representative appointed to the Transportation and Safety Commission to replace Commissioner Hernandez.
- 5. On January 27, 2022, Councilmember Montañez notified staff the she would be recommending Adriana Gomez for appointment as her representative on the Transportation and Safety Commission effective upon the resignation of Commissioner Hernandez and requested that ratification of the appointment be placed on the next regular agenda.

Consideration to Appoint a Transportation and Safety Commissioner Page 2 of 2

BUDGET IMPACT:

The City pays each Commissioner \$75 for attendance at up to one (1) meeting per month. A total of \$900 per commissioner is appropriated in each responsible Department's budget. Sufficient funds are included in the Fiscal Year 2021-2022 adopted Budget.

CONCLUSION:

I recommend Adriana Gomez be appointed as my representative Commissioner to serve on the Transportation and Safety Commission to replace Commissioner Carlos Hernandez.

ATTACHMENTS:

- A. City Code
- B. Commissioner Application

TRANSPORTATION AND SAFETY COMMISSION

Sec. 90-71 Established; composition; appointment and compensation of members; officers.

(a) There is established a transportation and safety commission of five members to be appointed by a different appointing councilperson, with such appointment to be ratified by the city council. Each member shall have full participation and voting rights. Each member shall also be a registered voter and city resident. Such members so appointed shall be persons who do not hold any office or position with the city. The terms of office of each member shall be one year.

(b) The members shall organize the transportation and safety commission and shall elect a chair and vicechair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting.

(Code 1957, § 13.25; Ord. No. 1586, § 6, 3-16-2009)

Sec. 90-72. Duties generally.

It shall be the duty of the transportation and safety commission to:

(1) Suggest the most practicable means for coordinating the activities of all city officers and agencies having authority with respect to the administration or enforcement of traffic regulations;

(2) Stimulate and assist in the preparation and publication of transportation safety and traffic reports;

(3) Receive complaints having to do with traffic matters; and

(4) Recommend to the city council, the chief of the traffic division and other city officials ways and means for improving traffic conditions and the administration and enforcement of transportation safety and traffic regulations.

(Code 1957, § 13.26)

Sec. 90-73. Meetings generally.

The members of the transportation and safety commission shall meet at such time and place as may be fixed by resolution and may hold such other meetings as from time to time may be called in the form and manner required by law.

(Code 1957, § 13.26.1)

Sec. 90-74. Absences from meetings.

(a) Absence from three consecutive regular meetings of the transportation and safety commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Code 1957, § 13.26.2)

Sec. 90-75. Compensation.

Each of the members of the transportation and safety commission shall receive compensation as the city council shall, from time to time, determine and fix by resolution.

(Code 1957, § 13.26.3)

Sec. 90-76. Removal of members.

Members of the transportation and safety commission shall be removed from office as provided in sections 2-35 and 90-74 of this Code.

TREE COMMISSION

Sec. 2-600. Created.

There is established a tree commission in and for the city.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-601. Composition and appointment of members.

The tree commission shall consist of five members. The commission shall include one councilmember, the public works director, the community development director, a certified arborist, horticulturist, landscape architect or other similarly-trained professional (the "professional"), and one at-large member from the community (the "at-large member").

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-602. Terms of members.

Terms of office of the councilmember, the professional, and the at-large member shall be three-years, at the will of the city council. The public works director and community development director shall serve indefinitely at the will of the city council.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-603. Vacancies; removal.

(a) If a vacancy occurs in the tree commission for any reason, such vacancy shall be filled by appointment by the city council.

(b) Whenever, in the discretion of the city council, the best interests of the city will be served thereby, any member of the tree commission may be removed from office by the city council.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-604. Officers generally.

(a) Chair. The members of the tree commission shall annually in June elect one of its number as chair to serve for a one-year term or until a successor is elected.

(b) Vice-chair. The members of the tree commission shall annually in June elect one of its number as vicechair to serve for a one-year term or until a successor is elected.

(c) Secretary. The public works director or his or her designee shall serve as secretary to the commission.

(d) Absence of chair, vice-chair and/or secretary. In the absence of the chair, the vice-chair, and/or the secretary, any other member shall call the meeting to order, whereupon a chair and/or a secretary shall be elected from the members present to preside for that meeting.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-605. Compensation.

The city council shall fix the amount of compensation, if any, to be paid to the members of the tree commission.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-606. Meetings generally.

The members of the tree commission shall meet at least once a quarter at such time and place as it may fix by resolution. Special meetings may be called at any time by the chair of the commission or four members thereof by written notice served upon each member of the commission at least 48 hours before the time for the proposed meeting. Proper posting and Brown Act procedures will be followed.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-607. Quorum.

Three members of the tree commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum until a quorum can be obtained.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-608. Absence from meetings.

(a) Absence from three consecutive regular meetings of the tree commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and his office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city council of a successor to fill the unexpired term of office.

(b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and his office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city council of a successor to fill the unexpired term of office.

(c) Any member whose absences from regular meetings of the commission are deemed to constitute a retirement of such member under this section shall have the right to appeal the deemed retirement. The city council may overturn the deemed retirement if it determines that the absences of the member were the result of unusual circumstances.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-609. Powers and duties generally.

The powers and duties of the tree commission shall be as follows:

(1) To act in an advisory capacity to the city council on matters pertaining to the improvement and beautification of the city's urban forest, and to provide an official entity through which the city may organize and implement plans.

(2) To establish procedures and rules of operation, as it deems necessary to give effect to the intent and purpose of this ordinance, subject to the approval of the city council, and to perform such other duties as may be prescribed by the city council.

(3) To oversee the preparation of, the reviewing of, and the recommendation of a city-owned tree inventory, master plan, and work plan/budget to the city council for implementation.

(4) To be instrumental in evaluating needs, setting goals, and establishing policies for the community forestry program.

(5) To recommend legislation to the city council regarding the urban forest.

(6) To provide information regarding the selection, planning and maintenance of trees on public property.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-610. Rules and regulations.

Subject to the approval of the city council, the tree commission may make and alter such rules and regulations for its organization and procedure as are consistent with this chapter, other city ordinances and state law.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-611. Reports and records.

The tree commission shall keep an accurate record of all its proceedings and transactions and shall render annually, on a calendar basis, a full report of the commission's transactions and recommendations to city council.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-612. Cooperation by other officers and departments.

All city officers, departments and department heads shall cooperate and render all reasonable and necessary assistance to the tree commission.

(Ord. No. 1531, § 2, 5-20-2002)

Sec. 2-613. Incurring financial liability.

Neither the tree commission nor any person connected with the commission shall incur any financial liability in the name of the city.

(Ord. No. 1531, § 2, 5-20-2002)

DIVISION 6. - SAFETY COMMITTEE

Sec. 2-566. - Established; composition; chair and secretary.

(a) There is established a safety committee to act as an advisory board to develop and recommend to the city council and administrative officer policies and procedures affecting the administration of the city safety programs, which safety committee shall consist of seven members who shall serve without compensation. The safety committee shall consist of the heads of each department, including the director of public works, the director of recreation and community services, the finance director, and the chief of police; one representative from each of the two employee groups; the San Fernando Police Officers Association; and the miscellaneous employees' organized group.

(b) The committee shall, by majority vote, select from its membership a chairperson who shall serve for a one-year term. The finance director shall serve as secretary to the committee.

(Code 1957, § 2.251; Ord. No. 1545, § 7, 11-3-2003)

Sec. 2-567. - Meetings generally.

The safety committee shall meet at least once each month at such time and place as it shall fix by resolution. Special meetings may be called by the chairperson or four members of the committee, by written notice served upon each member of the committee at least 24 hours before the time specified for the proposed meeting.

(Code 1957, § 2.252)

Sec. 2-568. - Powers and duties generally.

The powers and duties of the safety committee shall be as follows:

(1) Recommend citywide safety rules and policies.

(2) Review accidents and recommend such action as seems necessary to prevent or at least minimize future accidents of a similar nature.

- (3) Review trends and statistics.
- (4) Recommend financial commitments for carrying out the city safety program.
- (5) Review safety training programs and make recommendations.
- (6) Review inspection training programs, and make impromptu inspections.
- (7) Recommend enforcement policies.

(Code 1957, § 2.253)

AN FERNANDO		ATTACHMENT "B" RECOMMENDED BY CITY COUNCILMEMBER: Cindy Montanez		
	SERVE ON A CITY COMM	ISSION CLEAR FORM		
	the City Council in evaluating each applicant ovide as complete of a response as possible t			
APPLICANT INFORMATION				
NAME Adriana Gomez	PHONE NO.			
RESIDENCE ADDRESS	CITY & STATE San Fernando, CA	ZIP CODE 91340		
MAILING ADDRESS If different than above	CITY & STATE	ZIP CODE		
EMAIL ADDRESS Business or personal to be used for Comn	nission activity	I		
EMPLOYER Aszkenazy Development Inc	POSITION Asset Manager			
BUSINESS ADDRESS	CITY & STATE	ZIP CODE		

BUSINESS ADDRESS	CITY & STATE	ZIP CODE
200 San Fernando Mission Blvd #200	San Fernando, CA	91340
BUSINESS PHONE 818-270-9087		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO?		
X YES NO		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? If ves. please li	ist the address(es)	

D x YES NO NO

615 N Workman Street, San Fernando, CA

DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? If yes, please state the name and nature of the business YES X NO

MEMBER COMMITMENT

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Commissioner, I am willing to file financial disclosure statements (Form 700), a • public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

APPLICANT SIGNATURE	luce of	Re	DATE
Ca	una	X	01/26/2022

SA	Ň	FERNAN	2 CC Regular Meeting	APPLICATION TO SERVE ON A CITY COMMISSION
	CON	MMISSION APP	LICATION CHO	ICE(S) Please indicate which Commission you are interested in
ſ		EDUCATION CO	MMISSION Must b	e at least 18 years old and a registered voter of the City of San Fernando
		What is your und	lerstanding of the	duties as a member of the Education Commission?
-	П	PARKS, WELLNE	SS, AND RECREA	TION COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
				duties as a member of the Parks, Wellness, and Recreation Commission?
				X R N
				$\langle \rangle \langle \rangle \langle $
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ŀ			PRESERVATION	COMMISSION Must be at least 18 years old and a registered voter of the City of San Fernando
				duties as a member of the Planning and Preservation Commission?
				INCORPORATED
				AUG. 31, 1911
				SALIENDNIS
	TX	TRANCROPTATI		
				COMMISSION <i>Must be at least 18 years old and a registered voter of the City of San Fernando</i> duties as a member of the Transportation and Safety Commission?
	Tł	ne Commission as	ssists the City Cou	ncil in recommending ways to improve traffic safety conditions.

PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

Adriana Gomez

Ms. Gomez attended Loyola Marymount University where she received her Bachelor of Business Administration in May 1996. She has been in the real estate development industry as an Asset Manager with Aszkenazy Development Inc. since 1995 and has been involved in all phases of construction from land acquisition to project openings.

Currently, Ms. Gomez serves on the Board of Directors of the San Fernando Mall Association, the San Fernando City Chamber of Commerce and the Kiwanis Club of San Fernando. She is a past Parks and Recreation Commissioner with the City of San Fernando.

Ms. Gomez has been a proud San Fernando resident for over 25 years. She has been involved in several community events, including being one of the co-founders of the popular San Fernando Outdoor Market, and stays involved to make San Fernando a better place to live and work. Ms. Gomez has two sons, one who currently serves in the Navy. In her spare time, Ms. Gomez enjoys gardening, reading, and spending time with family.