



SAN FERNANDO

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, APRIL 18, 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.

PRESENTATIONS

- A. PRESENTATION OF CERTIFICATES OF RECOGNITION TO THE SAN FERNANDO EXPLORERS LAW ENFORCEMENT POST 521 FOR THEIR ACHIEVEMENTS IN THE 2022 CHANDLER COMPETITION
- B. PRESENTATION OF A PROCLAMATION DECLARING APRIL 29, 2022 AS ARBOR DAY

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.

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PUBLIC STATEMENTS

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Members of the public may provide a **live public comment by calling in between 6:00 p.m. and 6:15 p.m. CALL-IN INFORMATION: Telephone Number: (669) 900-6833; Meeting ID: 833 6022 0211; Passcode: 924965**

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 ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 22-042 approving the Warrant Register.

2) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING A NEW JOB SPECIFICATION FOR HOUSING COORDINATOR AND AMENDING THE FISCAL YEAR 2021-2022 SALARY PLAN AND THE TABLE OF ORGANIZATION

Recommend that the City Council:

- a. Adopt Resolution No. 8138 approving new specifications for the Housing Coordinator job classification;
- b. Adopt Resolution No. 8139 amending the Salary Plan to reflect the correct job title and pay;
- c. Adopt Resolution No. 8140 amending the Table of Organization to reflect the correct job title; and
- d. Authorize the City Manager to initiate the recruitment process for Housing Coordinator, and make non-substantive edits and execute all related documents as necessary.

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3) CONSIDERATION TO APPROVE AN AGREEMENT WITH NORMAN A. TRAUB & ASSOCIATES LLC TO CONDUCT WORKPLACE INVESTIGATIONS

Recommend that the City Council:

- a. Approve an Agreement with Norman A. Traub & Associates LLC (Contract No. 2067) to conduct workplace investigations; and
- b. Authorize the City Manager to make non-substantive edits and execute all related documents as necessary.

4) CONSIDERATION TO ADOPT ORDINANCE NO. 1709 AMENDING DIVISION 2 OF ARTICLE II OF CHAPTER 90 OF THE SAN FERNANDO MUNICIPAL CODE AND SECTION 90-72 OF THE SAN FERNANDO MUNICIPAL CODE TO EXPAND THE DUTIES OF THE TRANSPORTATION AND SAFETY COMMISSION TO INCLUDE PUBLIC SAFETY

Recommend that the City Council adopt Ordinance No. 1709 that was introduced for first reading at the City Council meeting of April 4, 2022, in title only and waive any further reading, approving amendments to Division 2 (Transportation and Safety Commission) of Article II (Administration and Enforcement) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code to rename the Transportation and Safety Commission to the Transportation and Public Safety Commission, amending Section 90-72 of the San Fernando Municipal Code to expand the duties of the Commission to include Public Safety.

5) CONSIDERATION TO APPROVE AN AGREEMENT WITH STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR FUNDING RELATED TO THE CALLES VERDES: CITY OF SAN FERNANDO URBAN FOREST MANAGEMENT PLAN

Recommend that the City Council:

- a. Approve Contract No. 2068 with State of California Department of Forestry and Fire Protection for \$288,775.53 in Urban and Community Forestry grant funds for the City of San Fernando Urban Forest Management Plan; and
- b. Adopt Budget Resolution No. 8141 amending the Fiscal Year 2021-2022 adopted budget appropriating \$288,775.53 in Urban and Community Forestry grant funds.

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PUBLIC HEARING

6) A PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE ADDING CHAPTER 24 TO THE SAN FERNANDO MUNICIPAL CODE TO PROHIBIT SMOKING IN MULTI-UNIT HOUSING

Recommend that the City Council:

- a. Conduct a public hearing; and
- b. Pending public input, introduce for first reading, in title only, and waive further reading of Ordinance No. 1710 titled, “An Ordinance of the City Council of the City of San Fernando, California, adding Chapter 24 to the San Fernando Municipal Code to prohibit smoking in multi-unit housing.”

ADMINISTRATIVE REPORTS

7) PRESENTATION AND DISCUSSION OF CITY COUNCIL STRATEGIC GOALS AND PRIORITIES FOR FISCAL YEAR 2022-2023

Recommend that the City Council:

- a. Receive and file a presentation from Management Partners summarizing the City Council Priority-setting Workshop held on February 18, 2022;
- b. Discuss the City Council priorities for Fiscal Year 2022-2023 pursuant to the Citywide Strategic Goals and Priority-setting Workshop; and
- c. Provide direction, as appropriate.

8) DISCUSSION REGARDING THE SHUTDOWN OF GROUNDWATER EXTRACTION WELL NO. 2A AND THE IMPORT OF WATER FROM THE METROPOLITAN WATER DISTRICT TO PROVIDE SUFFICIENT WATER SUPPLY IN THE CITY OF SAN FERNANDO

Recommend that the City Council:

- a. Receive and file this informational report and update on the shutdown of Groundwater Extraction Well No. 2A and the importation of water from the Metropolitan Water District (MWD);
- b. Discuss the costs associated with importing water from MWD over a period of six to nine months; and
- c. Provide direction to staff, as appropriate.

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STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT The meeting will adjourn to its next regular meeting.

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

Julia Fritz, CMC

City Clerk

Signed and Posted: April 14, 2022 (4:45 p.m.)

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

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

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

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

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

Date: April 18, 2022

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 22-042 (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. 22-042

RESOLUTION NO. 22-042

**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. 22-042**

**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 18th day of April 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. 22-042 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 April, 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 April, 2022.

Julia Fritz, City Clerk

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226448	4/18/2022	888356 ADVANCED AUTO REPAIR	1557	12537	VEHICLE MAINT, REPAIRS & BODY WO 072-360-0000-4400	265.22
					Total :	265.22
226449	4/18/2022	887377 AKEMON, DOLORES	APR 2022		COMMISSIONER STIPEND 001-310-0000-4111	75.00
					Total :	75.00
226450	4/18/2022	893813 ALMANZA, LAURAMARIE C	REIMB.		LP SR CLUB BINGO PRIZES 004-2346	168.43
					Total :	168.43
226451	4/18/2022	100143 ALONSO, SERGIO	MARCH 2022	12570	MARIACHI MASTER APPRENTICE PRO 109-424-3656-4260	1,960.00
					Total :	1,960.00
226452	4/18/2022	892975 ALTA LANGUAGE SERVICES INC	IS583558		BILINGUAL LISTENING & SPEAKING TE 001-106-0000-4270	220.00
					Total :	220.00
226453	4/18/2022	100188 ANDY GUMP INC.	INV907568	12491	PORTABLE RESTROOM SERVICE 121-390-3689-4260	200.17
			INV909708	12491	PORTABLE RESTROOM SERVICE 043-390-0000-4260	117.36
					Total :	317.53
226454	4/18/2022	893441 ARAMARK REFRESHMENT SERVICES	12396702	12451	EMPLOYEE BREAK ROOM SUPPLIES 001-222-0000-4300	353.96
					Total :	353.96
226455	4/18/2022	894047 ARNONE, ANGELA	37-3390-13		WATER ACCT REFUND-668 S MACLAY 070-2010	34.25
					Total :	34.25
226456	4/18/2022	100222 ARROYO BUILDING MATERIALS, INC	268936	12461	HARDWARE SUPPLIES & CONCRETE U 070-383-0000-4310	166.84
			269465		HARDWARE SUPPLIES & CONCRETE U	

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226456	4/18/2022	100222 ARROYO BUILDING MATERIALS, INC	(Continued)	12461	001-311-0000-4300	49.78
			270014	12461	HARDWARE SUPPLIES & CONCRETE U 070-383-0000-4310	70.07
					Total :	286.69
226457	4/18/2022	888707 ASCAP	500623477-2022		ANNUAL MUSIC LICENSING FEES 001-424-0000-4260	391.92
					Total :	391.92
226458	4/18/2022	893176 AUTOZONE STORE 5681	5681329410		CATCH ALL CAR HOOKS ME9503 041-320-0000-4400	17.63
			5681330583		PRE STICK HOLDER PW6835 041-320-0311-4400	6.05
					Total :	23.68
226459	4/18/2022	894032 AVELAR, MELISSA	TRAVEL-5		PER DIEM-BASIC JAILER & CORRECTK 001-225-3688-4360	180.00
			TRAVEL-6		PER DIEM-BASIC JAILER & CORRECTK 001-225-3688-4360	180.00
			TRAVEL-7		PER DIEM-BASIC JAILER & CORRECTK 001-225-3688-4360	180.00
			TRAVEL-8		PER DIEM-BASIC JAILER & CORRECTK 001-225-3688-4360	180.00
					Total :	720.00
226460	4/18/2022	890980 AVILA, JESSE H.	030222		DAMAGE CLAIM REIMBURSEMENT 006-190-0000-4800	611.00
					Total :	611.00
226461	4/18/2022	893013 AYSON, LEILANI	MAR 2022		ZUMBA SESSION 3/26/22 001-424-0000-4260	25.00
					Total :	25.00
226462	4/18/2022	893954 BADGER, TAMARAH	200		YOGA SESSION 3/26/22 001-424-0000-4260	25.00
					Total :	25.00

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226463	4/18/2022	889913 BALLIN, SYLVIA	REIMB.-1		WELLNESS BENEFIT REIMB. FY21-22	
			REIMB.-2		001-101-0101-4140	64.88
					WELLNESS BENEFIT REIMB. FY21-22	
					001-101-0101-4140	535.12
					Total :	600.00
226464	4/18/2022	890546 BARAJAS, CRYSTAL	MARCH 2022	12571	MARIACHI MASTER APPRENTICE PRO	
					109-424-3656-4260	200.00
					Total :	200.00
226465	4/18/2022	894049 BARRAGAN, JAIME	39-0745-10		WATER ACCT REFUND-1428 HEWITT	
					070-2010	6.06
					Total :	6.06
226466	4/18/2022	100405 BONANZA CONCRETE, INC.	76491		R/R SIDEWALK 1210 MT VIEW	
					015-310-0866-4600	1,193.25
					Total :	1,193.25
226467	4/18/2022	888800 BUSINESS CARD	031422		INMATE SUPPLIES	
			031722-2		001-225-0000-4350	38.10
			031822		TABLE AND CHAIRS	
			031822-1		043-390-0000-4300	268.48
			031822-2		ACROBAT PRO LICENSE-CITY CLERK II	
			032122-1		001-115-0000-4370	13.96
			032122-2		TABLE AND CHAIRS	
			032122-3		043-390-0000-4300	186.07
			032122-4		HEAD PROTECTION	
			032122-5		027-344-0000-4340	87.34
					HEAD PROTECTION	
					027-344-0000-4300	104.66
					HEAD PROTECTITON	
					001-346-0000-4300	132.00
					HEAD PROTECTION	
					072-360-0000-4300	390.00
					HEAD PROTECTION	
					030-341-0000-4340	200.00
					HEAD PROTECTION	

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226467	4/18/2022	888800 BUSINESS CARD	(Continued)			
			032222-1		043-390-0000-4340	518.19
			032222-2		BUSINESS CARDS	
			032322		043-390-0000-4300	36.73
			032422		BUSINESS CARDS	
			032422-1		001-310-0000-4300	75.78
			032422-2		WEBCAMS	
			032522		001-222-0000-4300	132.28
			033122		ACROBAT CREATIVE CLOUD-ADMIN	
			033122		001-105-0000-4260	49.97
			033122		FIELD PAINT	
			033122		001-423-0000-4300	201.64
			033122		AC ADAPTER	
			033122		017-420-1328-4300	13.22
			033122		WEBCAMS	
			033122		001-105-0000-4300	132.28
			033122		DIR OF FIN-RECRUITMENT ADVERTISE	
			033122		001-106-0000-4230	150.00
			033122		DIR OF FIN-RECRUITMENT ADVERTISE	
			033122		001-106-0000-4230	75.00
			033122		REGISTRATION-TRAINING WEBINAR	
			033122		001-106-0000-4360	100.00
			033122		FINANCE CHARGES	
			033122		001-190-0000-4435	234.00
					Total :	3,139.70
226468	4/18/2022	894043 CABRERA, RAMIRO I	31019		WATER DEPOSIT REFUND-852 HAGAR	
					070-3901-0000	100.00
					Total :	100.00
226469	4/18/2022	887810 CALGROVE RENTALS, INC.	152962-1		GENETATOR RENTAL- HEALTH FAIR	
					001-424-0000-4260	134.98
					Total :	134.98
226470	4/18/2022	894048 CERDA, ROGELIO	50-1045-00		WATER ACCT REFUND-1209 EIGHTH	
					070-2010	13.94

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226470	4/18/2022	894048 894048 CERDA, ROGELIO	(Continued)			Total : 13.94
226471	4/18/2022	100713 CITY OF GLENDALE	1819		WATER MASTER COST SHARING AGRE 070-381-0000-4270	4,177.38 Total : 4,177.38
226472	4/18/2022	103818 CITY OF LOS ANGELES	20220419038		IX- UNIT SANITATION PERMIT FEE 070-384-0000-4330	528.25 Total : 528.25
226473	4/18/2022	101957 CITY OF LOS ANGELES, FIRE DEPT	SF220000010		FIRE SERVICES-MAY 2022 001-500-0000-4260	234,990.08 Total : 234,990.08
226474	4/18/2022	103029 CITY OF SAN FERNANDO	4179-4243		REIMBURSEMENT TO WORKERS COMI 006-1038	23,978.00 Total : 23,978.00
226475	4/18/2022	890893 CITY OF SAN FERNANDO	APR 2022		CITY PROPERTY UTILITY BILLS - APR 043-390-0000-4210	18,100.13 Total : 18,100.13
226476	4/18/2022	890893 CITY OF SAN FERNANDO	FEB 2022 MARCH 2022		COMMISSIONER'S STIPEND DONATION 001-115-0000-4111 COMMISSIONER'S STIPEND DONATION 001-115-0000-4111	75.00 75.00 Total : 150.00
226477	4/18/2022	100715 CITY-WIDE FIRE PROTECTION CO.	101021 101028		ANNUAL FIRE EQUIP CERT TEST LAS F 043-390-0000-4260 ANNUAL FIRE EQUIP CERT TEST CITY 043-390-0000-4260	861.93 437.00 Total : 1,298.93
226478	4/18/2022	100805 COOPER HARDWARE INC.	129637	12454	SUPPLIES FOR P.W. OPS 043-390-0000-4300	18.67 Total : 18.67

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226479	4/18/2022	893129 EL SALTARIN	551950		TAMALES- SENIOR CLUB DANCE 4/23/2 004-2380	459.00 Total : 459.00
226480	4/18/2022	890401 ENVIROGEN TECHNOLOGIES INC	0013247-IN 0013249-IN	12464 12464	MAR'22-MAINT., REPAIRS, PARTS, LABO 070-384-0857-4260 MAINT., REPAIRS, PARTS, LABOR, ION- 070-384-0857-4260	7,814.52 4,846.61 Total : 12,661.13
226481	4/18/2022	890879 EUROFINS EATON ANALYTICAL, INC	C0004051	12541	ENVIRONMENTAL CITY OF S.F. DRINKI 070-384-0000-4260	5,474.00 Total : 5,474.00
226482	4/18/2022	103851 EVERSOFIT, INC.	R2241626		WATER SOFTENER WELL 2A 070-384-0000-4260	96.62 Total : 96.62
226483	4/18/2022	893800 FAJARDO, JOANNE	FEB-MAR 2022		SENIOR ZUMBA INSTRUCTOR 017-420-1322-4260	720.00 Total : 720.00
226484	4/18/2022	103856 FLAGS USA LLC	97033		FLAGS FOR ALL LOCATIONS 001-311-0000-4300	1,222.30 Total : 1,222.30
226485	4/18/2022	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172 209-151-4939-102990 209-188-4361-031792 209-188-4362-031792 209-188-4363-031892		MWD METER PW 03/28-04/27 070-384-0000-4220 MUSIC CHANNEL 03/28-04/27 001-190-0000-4220 RCS PHONE LINES~ 001-420-0000-4220 PD MAJOR PHONE LINES~ 001-222-0000-4220 CITY HALL PHONE LINES 001-190-0000-4220 070-384-0000-4220	55.56 51.37 129.72 639.60 94.96 286.24

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226485	4/18/2022	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-361-6728-080105		001-420-0000-4220 ENGINEERING FAX LINE 3/22-04/21	278.61
			818-365-5097-120298		001-310-0000-4220 PD NARCOTICS VAULT 3/19-04/18	38.22
			818-837-1509-032207		001-222-0000-4220 PW PHONE LINE 3/25-04/24	37.93
			818-838-4969-021803		001-190-0000-4220 PD ALARM PANEL 03/25-04/24	38.22
					001-222-0000-4220	124.86
					Total :	1,775.29
226486	4/18/2022	893908 GARCIA, SONIA G.	24-33		PETTY CASH REIMBURSEMENT	
					001-101-0000-4300	160.44
					001-105-0000-4300	18.61
					001-150-0000-4300	26.16
					001-222-0000-4300	16.40
					041-320-0225-4402	27.06
					043-390-0000-4360	34.16
					Total :	282.83
226487	4/18/2022	893949 GARCIA, SONIA G.	142-148		L P SENIOR PETTY CASH REIMB.	
					004-2380	331.61
					Total :	331.61
226488	4/18/2022	889352 GOMEZ, ADRIANA B.	APR 2022		COMMISSIONER STIPEND	
					001-310-0000-4111	75.00
					Total :	75.00
226489	4/18/2022	892550 GOVEA, DAVID	FEB 2022		COMMISSIONER'S STIPEND	
			MARCH 2022		001-115-0000-4111	75.00
					COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	150.00
226490	4/18/2022	101376 GRAINGER, INC.	9238158324	12482	SUPPLIES FOR BUILDING, ELECTRICAL	
					041-320-0000-4300	254.25

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226490	4/18/2022	101376 GRAINGER, INC.	(Continued)			
			9250293975	12482	SUPPLIES FOR BUILDING, ELECTRICAL	
			9253887252	12482	043-390-0000-4300 SUPPLIES FOR BUILDING, ELECTRICAL	308.27
			9254114094	12482	043-390-0000-4300 SUPPLIES FOR BUILDING, ELECTRICAL	156.65
			9254822936	12482	001-370-0000-4300 SUPPLIES FOR BUILDING, ELECTRICAL	308.27
				12482	043-390-0000-4300	200.73
					Total :	1,228.17
226491	4/18/2022	101434 GUZMAN, JESUS ALBERTO	MARCH 2022	12572	MARIACHI MASTER APPRENTICE PROJ	
					109-424-3656-4260	1,500.00
					Total :	1,500.00
226492	4/18/2022	101428 H & H WHOLESALE PARTS	11N0485478	12497	BATTERY SERVICE AND CHARGING PA	
					041-1215	144.18
					Total :	144.18
226493	4/18/2022	888647 HDL SOFTWARE, LLC	SIN015852	12533	BUSINESS LICENSE ADMIN SERVICES-	
					001-130-0000-4260	2,919.14
					Total :	2,919.14
226494	4/18/2022	893817 HERNANDEZ MOLINA, MARIO ALBERTO	MARCH 2022	12573	MARIACHI MASTER APPRENTICE PROJ	
					109-424-3656-4260	900.00
					Total :	900.00
226495	4/18/2022	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN014253	12565	COVID-19 RELIEF & ECONOMIC RECOV	
					121-190-3689-4270	9,580.00
					Total :	9,580.00
226496	4/18/2022	101599 IMAGE 2000 CORPORATION	508750		EQ20796, EQ20797, EQ20798, EQ20799	
					001-135-0000-4260	1,338.82
					072-360-0000-4450	30.52
			509847		FREIGHT COST FOR TONER RP COPIE	
					001-420-0000-4300	14.33
					Total :	1,383.67

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226497	4/18/2022	887346 IML SECURITY SUPPLY	3181746		SECURITY PADLOCKS 070-383-0000-4310	408.81
					Total :	408.81
226498	4/18/2022	893804 INDUSTRIAL SHOEWORCS	1100-1297725		SAFETY BOOTS 027-344-0301-4300	281.14
					Total :	281.14
226499	4/18/2022	891570 INNOVATIVE TELECOM. SYSTEMS	3130		TELEPHONE EQUIPMENT MAINT-MAY 2 001-190-0000-4220	395.00
					Total :	395.00
226500	4/18/2022	892682 IPS GROUP, INC.	70430	12513	SMART METER CC TRANSACTION & MI 001-310-0000-4270	760.14
					Total :	760.14
226501	4/18/2022	891777 IRRIGATION EXPRESS	15243709		IRRIGATION SUPPLIES FOR REPAIRS A 001-311-0000-4300	53.58
			15244069	12483	IRRIGATION SUPPLIES FOR REPAIRS A 043-390-0000-4300	94.18
			15244314	12483	IRRIGATION SUPPLIES FOR REPAIRS A 043-390-0000-4300	133.49
			15244392	12483	IRRIGATION SUPPLIES FOR REPAIRS A 043-390-0000-4300	113.72
			15244424	12483	IRRIGATION SUPPLIES FOR REPAIRS A 070-384-0000-4300	274.93
			15244675	12483	IRRIGATION SUPPLIES FOR REPAIRS A 070-384-0000-4300	33.10
					Total :	703.00
226502	4/18/2022	894006 J.Z. LAWNMOWER SHOP	26513		SMALL EQUIPMENT REPAIR. 043-390-0000-4300	110.46
			26514	12617	SMALL EQUIPMENT REPAIR. 043-390-0000-4300	64.00
			26515	12617	SMALL EQUIPMENT REPAIR. 001-346-0000-4300	198.05
			26516		SMALL EQUIPMENT REPAIR.	

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226502	4/18/2022	894006 J.Z. LAWNMOWER SHOP	(Continued)			
			26517	12617	001-346-0000-4300 SMALL EQUIPMENT REPAIR.	93.00
			26518	12617	043-390-0000-4300 SMALL EQUIPMENT REPAIR.	155.82
			26519	12617	001-346-0000-4300 SMALL EQUIPMENT REPAIR.	15.00
				12617	043-390-0000-4300	205.20
					Total :	841.53
226503	4/18/2022	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-25	12145	RESERVOIR RECONSTRUCTION 010-385-0716-4600	1,640.00
					Total :	1,640.00
226504	4/18/2022	894007 KARINA SWEEPING COMPANY	001	12614	MAR'22-SWEEPING SERVICES- CITY-O' 029-335-0000-4270	1,005.41
				12614	023-311-0000-4260	6,434.59
					Total :	7,440.00
226505	4/18/2022	101768 KIMBALL-MIDWEST	9738236		MAINT SUPPLIES 041-1215	291.47
			9742430		EXTRACTOR 041-1215	11.96
			9747895		WASHERS 041-1215	58.71
					Total :	362.14
226506	4/18/2022	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC - 13003 BORDEN 070-384-0000-4210	128.67
			494-750-1000		WATER - 12900 DRONFIELD 070-384-0000-4210	64.49
			594-750-1000		ELECTRIC - 12900 DRONFIELD 070-384-0000-4210	5,797.61
			657-750-1000		ELECTRIC - 14060 SAYRE 070-384-0000-4210	13,130.16
			694-750-1000		ELECTRIC & WATER - 13180 DRONFIEL 070-384-0000-4210	6,801.32

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226506	4/18/2022	101971 L.A. MUNICIPAL SERVICES	(Continued) 757-750-1000		WATER - 14060 SAYRE 070-384-0000-4210	115.10
					Total :	26,037.35
226507	4/18/2022	893218 LAZARO, ERNESTO	MARCH 2022	12574	MARIACHI MASTER APPRENTICE PRO 109-424-3656-4260	900.00
					Total :	900.00
226508	4/18/2022	893403 LLAMAS, SUZANNE	FEB 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
			MARCH 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	150.00
226509	4/18/2022	888823 LOS ANGELES COUNTY	NONPO		BACKFLOW PREVENTION DEVICE CER 070-381-0000-4360	340.00
					Total :	340.00
226510	4/18/2022	892477 LOWES	2098		PARTS FOR SAMPLE STATION @ O'MEI 070-384-0000-4300	134.83
			2317		MATL'S TO BOARD-UP BROKEN WINDC 043-390-0000-4300	38.83
					Total :	173.66
226511	4/18/2022	102075 MAG-TROL ASSOCIATES, INC.	I233760		HUBBARD BOOSTER-ELECTRICAL PAN 070-384-0000-4330	777.90
					Total :	777.90
226512	4/18/2022	894031 MANAGEMENT PARTNERS INC.	INV10153	12620	FACILITATED STRATEGIC PLANNING W 001-190-0000-4267	6,000.00
			INV10261	12620	FACILITATED STRATEGIC PLANNING W 001-190-0000-4267	4,900.00
					Total :	10,900.00
226513	4/18/2022	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE 3/19-4/18 007-440-0441-4220	35.56
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226513	4/18/2022	888242 888242 MCI COMM SERVICE	(Continued)			Total : 35.56
226514	4/18/2022	102226 MISSION LINEN SUPPLY	516718498	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	155.54
			516743186	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	109.78
			516761488	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	122.22
					Total :	387.54
226515	4/18/2022	894044 MOBILE SCREENING UNIT INC	032122		MOBILE SCREENING UNIT FOR HEART 001-424-0000-4260	200.00
					Total :	200.00
226516	4/18/2022	893343 MOHR, NICOLE	APR 2022		COMMISSIONER STIPEND 001-310-0000-4111	75.00
			FEB 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
			MARCH 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	225.00
226517	4/18/2022	893050 MORALES-RODRIGUEZ, CRISTAL	MARCH 2022	12575	MARIACHI MASTER APPRENTICE PRO 109-424-3656-4260	300.00
					Total :	300.00
226518	4/18/2022	102287 MUNICIPAL CODE CORPORATION	00371236		MUNICODE SUPPLEMENT NO 36 001-115-0000-4260	2,599.03
					Total :	2,599.03
226519	4/18/2022	102325 NAPA AUTO PARTS	033122		SERVICE FEES 041-320-0000-4300	9.54
					Total :	9.54
226520	4/18/2022	893247 NATIONAL READY MIXED	814114	12466	SUPPLIES FOR CONCRETE REPAIRS 015-310-0866-4600	890.20
					Total :	890.20
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226521	4/18/2022	893405 NEW HORIZON	1819023		LP PHONE SERVICE-APR 2022 001-420-0000-4220	311.45
Total :						311.45
226522	4/18/2022	102432 OFFICE DEPOT	229430513002		HP LASER PRINTER 072-360-0000-4280	1,410.10
			232175653001		OFFICE SUPPLIES 043-390-0000-4300	16.15
			232175655001		OFFICE SUPPLIES 041-320-0000-4300	17.96
			235438870001		OFFICE SUPPLIES 043-390-0000-4300	-1.75
			235444712001		OFFICE SUPPLIES 043-390-0000-4300	17.19
			235444897001		OFFICE SUPPLIES 029-335-0000-4300	63.42
			235444898001		OFFICE SUPPLIES 070-381-0000-4300	14.21
			235451957001		OFFICE SUPPLIES 001-222-0000-4300	110.77
			235451957002		OFFICE SUPPLIES 001-222-0000-4300	3.15
			235925675001		OFFICE SUPPLIES 001-310-0000-4300	7.71
			235929915001		OFFICE SUPPLIES 001-310-0000-4300	162.03
			236667770001		OFFICE SUPPLIES 004-2380	174.64
			236670435001		OFFICE SUPPLIES 001-422-0000-4300	180.28
			236686137001		OFFICE SUPPLIES 001-422-0000-4300	24.78
			2559010195		OFFICE SUPPLIES 041-320-0000-4300	34.58
			2562563593		OFFICE SUPPLIES 070-381-0000-4300	63.16
			2562787886		LASER PRINTER & EXTENSION CORD	

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226522	4/18/2022	102432 OFFICE DEPOT	(Continued)		070-383-0000-4310	804.46
Total :						3,102.84
226523	4/18/2022	892572 OLIVAREZ MADRUGA	18593		LEGAL SERVICES 001-110-0000-4270	13,407.00
			18594		LEGAL SERVICES 001-110-0098-4270	1,491.00
			18595		LEGAL SERVICES 001-110-0000-4270	182.50
Total :						1,428.00
226524	4/18/2022	890095 O'REILLY AUTOMOTIVE STORES INC	4605-452735	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0370-4400	63.21
			4605-453372	12538	VEHICLE SERVICE, MAINT. AND REPAI 070-384-0000-4400	145.17
			4605-453383	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0320-4400	25.32
			4605-453710	12538	VEHICLE SERVICE, MAINT. AND REPAI 072-360-0000-4400	126.63
			4605-454939	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0311-4400	115.76
			4605-455719	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-1215	47.87
			4605-455850	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0320-4400	120.08
			4605-455851	12538	VEHICLE SERVICE, MAINT. AND REPAI 070-384-0000-4400	61.71
			4605-457028	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-1215	59.01
			4605-457776	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0320-4400	21.13
			4605-457843	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0225-4400	172.21
			4605-457904	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0311-4400	138.71

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226524	4/18/2022	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued) 4605-458606	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-320-0225-4400	-79.38
			4605-458753	12538	VEHICLE SERVICE, MAINT. AND REPAI 041-1215	144.39
					Total :	1,161.82
226525	4/18/2022	893115 P.E.R.S. CITY RETIREMENT	100000016756885		2022 REPL BENEFIT CONTRIB-R GODIN 018-101-0000-4450	666.18
					Total :	666.18
226526	4/18/2022	892360 PARKING COMPANY OF AMERICA	INVM0016483	12512 12512	FEB'22-PUBLIC TRANSPORTATION SEF 007-440-0442-4260 008-313-0000-4260	15,512.93 34,665.79
					Total :	50,178.72
226527	4/18/2022	102688 PROFESSIONAL PRINTING CENTERS	19803 19845	12519	PICO ST IMPROV PROJECT 025-311-0182-4600 PURCHASE OF PRE-PRINTED FORMS 001-222-0000-4300	297.68 248.06
					Total :	545.74
226528	4/18/2022	893553 QUADIENT LEASING USA, INC	N9349410		QRTRLY LEASE PEMENT & RENTAL ~ 001-190-0000-4280	1,449.36
					Total :	1,449.36
226529	4/18/2022	894046 RAMIREZ, ROSARIO	1607656		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
226530	4/18/2022	887296 ROBLEDO, OLIVIA	FEB 2022 MARCH 2022		COMMISSIONER'S STIPEND 001-115-0000-4111 COMMISSIONER'S STIPEND 001-115-0000-4111	75.00 75.00
					Total :	150.00
226531	4/18/2022	103057 SAN FERNANDO VALLEY SUN	11452		AD-SF REGIONAL PARK INFILTRATION 010-310-0620-4600	869.46

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226531	4/18/2022	103057 SAN FERNANDO VALLEY SUN	(Continued) 11453		AD-TRANSACTION TAX TOWNHALL MT 001-190-0000-4267	869.46
			11456		NIB PD FLOORING REMOVAL 001-115-0000-4230	74.25
			11457		RFP CLIMATE ACTION & RESILIENCE P 001-115-0000-4230	97.88
			11464		AD-SF REGIONAL PARK INFILTRATION 010-310-0620-4600	869.46
			11467		2ND READING ORD NO 1708 001-115-0000-4230	182.25
					Total :	2,962.76
226532	4/18/2022	891331 SESAC	10533202		ANNUAL MUSIC LICENSING FEE 001-424-0000-4260	520.70
					Total :	520.70
226533	4/18/2022	103184 SMART & FINAL	0035 0045 0118 0143 458		SUPPLIES FOR CALLES VERDES~ 001-310-0000-4300 REFRESHMENTS 3/26/22 001-424-0000-4300 SENIOR PROGRAM SUPPLIES 004-2346 SUPPLIES FOR CALLES VERDES 4/2/22 001-310-0000-4300 BREAK ROOM SUPPLIES 001-222-0000-4300	66.03 22.77 31.87 73.53 39.90
					Total :	234.10
226534	4/18/2022	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389 700136176526		VARIOUS LOCATIONS 027-344-0000-4210 029-335-0000-4210 043-390-0000-4210 070-384-0000-4210 074-320-0000-4210 ELECTRIC - METER FOR MALL-MACLA 030-341-0000-4210	10,394.01 2,152.83 4,937.39 14,662.60 3,898.44 75.72

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226534	4/18/2022	103202	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)		Total : 36,120.99
226535	4/18/2022	103206	SOUTHERN CALIFORNIA GAS CO.	176-827-9776	NATURAL GAS FOR CNG 074-320-0000-4402	6,731.26
					Total :	6,731.26
226536	4/18/2022	894010	SPECTRUM	0010518032922	REC PARK CABLE SERVICES 3/29-4/28 001-420-0000-4260	250.89
				10369031822	PD CABLE SERVICE-03/18-04/17 001-222-0000-4260	224.51
				196309032322	INTERNET SERVICES 3/23-4/22~ 001-190-0000-4220	1,399.00
				222204032922	OPS CTR CABLE- 3/29-4/28 043-390-0000-4260	134.73
					Total :	2,009.13
226537	4/18/2022	100532	STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	566851	FINGERPRINTS-FEB 2022 001-106-0000-4270	32.00
					Total :	32.00
226538	4/18/2022	102978	SWRCB	032722	T1 WATER TREAT OPER CERT 070-381-0000-4380	55.00
					Total :	55.00
226539	4/18/2022	103205	THE GAS COMPANY	084-220-3249-3	GAS-505 S HUNTINGTON 043-390-0000-4210	223.84
					Total :	223.84
226540	4/18/2022	101528	THE HOME DEPOT CRC, ACCT#603532202490	3113218	SMALL TOOLS 001-311-0000-4300	129.83
				3272256	LP SUPPLIES 001-422-0000-4300	341.14
				6093424	ELECTRICAL SUPPLIES 001-370-0000-4300	279.15
				8015261	MISC TOOLS 041-320-0000-4340	1,114.70
					Total :	1,864.82

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226541	4/18/2022	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION ~ 001-420-0000-4220 001-152-0000-4220 Total :	29.40 19.74 49.14
226542	4/18/2022	893747 TOOLE DESIGN GROUP LLC	G0047-FEB13F	12382	TRANSPORTATION PLANNING AND DE: 001-310-0628-4270 Total :	1,243.00 1,243.00
226543	4/18/2022	890998 TRUJILLO, RODOLFO	APR 2022		COMMISSIONER STIPEND 001-310-0000-4111 Total :	75.00 75.00
226544	4/18/2022	103444 ULTRA GREENS, INC	53339	12490	LANDSCAPE & PLANT MATERIAL FOR (91.98
			53345	12490	LANDSCAPE & PLANT MATERIAL FOR (122.64
					001-311-0000-4300 Total :	214.62
226545	4/18/2022	103445 UNDERGROUND SERVICE ALERT	320220688		SNF01 NEW TICKET CHARGES 070-381-0000-4260 Total :	156.85 156.85
226546	4/18/2022	893167 UNITED MAINTENANCE SYSTEMS	15186	12516	CITY WIDE JANITORIAL SERVICES 043-390-0000-4260	17,850.00
				12516	121-390-0000-4260 Total :	7,250.00 25,100.00
226547	4/18/2022	103439 UPS	831954142		COURIER SERVICES 001-190-0000-4280 Total :	144.00 144.00
226548	4/18/2022	893740 UTILITY SYSTEMS SCIENCE &	COSF_1/01-3/31	12379	WASTEWATER FLOW MONITORING & S	1,200.00
			COSF_12/09-1/08	12379	WASTEWATER FLOW MONITORING & S	770.00
			COSF_2/28-3/30	12379	WASTEWATER FLOW MONITORING & S	540.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226548	4/18/2022	893740 893740 UTILITY SYSTEMS SCIENCE &	(Continued)			Total : 2,510.00
226549	4/18/2022	893647 VALEO NETWORKS	18816	12492	FEB'22-INFORMATION TECHNOLOGY N 001-135-0000-4270	10,083.00
			18817	12492	FEB'22-IT MANAGEMENT SERVICES (VI 001-135-0000-4270	515.30
			19148	12492	MAR'22-INFORMATION TECHNOLOGY I 001-135-0000-4270	10,083.00
			19149	12492	MAR'22-IT MANAGEMENT SERVICES (V 001-135-0000-4270	544.90
					Total :	21,226.20
226550	4/18/2022	103534 VALLEY LOCKSMITH	0070	12555	LOCKSMITH SERVICES CITY-WIDE 043-390-0000-4330	95.00
			0101	12555	LOCKSMITH SERVICES CITY-WIDE 043-390-0000-4330	242.30
					Total :	337.30
226551	4/18/2022	889627 VERIZON CONFERENCING	Z8091025		CONFERENCE CALLS-FEB 2022 001-190-0000-4220	11.15
			Z8144960		CONFERENCE CALLS-MAR 2022 001-190-0000-4220	9.20
					Total :	20.35
226552	4/18/2022	100101 VERIZON WIRELESS-LA	9902021940		MDT MODEMS PD UNITS 3/17-4/16 001-222-0000-4220	697.36
			9902406245		PD CELL PHONE PLANS 3/22-4/21 001-222-0000-4220	315.18
					001-152-0000-4220	190.05
			9902698872		VARIOUS CELL PHONE PLANS 3/26-4/2 001-222-0000-4220	529.74
					070-384-0000-4220	30.81
			9902710420		CITY YARD CELL PHONE PLANS 3/26-4/ 070-384-0000-4220	203.87
					041-320-0000-4220	25.49
					072-360-0000-4220	35.34
					043-390-0000-4220	25.49

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226552	4/18/2022	100101 VERIZON WIRELESS-LA	(Continued) 9902721985		VARIOUS CELL PHONE PLANS 001-106-0000-4220	53.08
					070-384-0000-4220	47.99
					Total :	2,154.40
226553	4/18/2022	888390 WEST COAST ARBORISTS, INC.	183566	12540	CITY-WIDE TREE TRIMMING 072-360-0000-4260	8,050.00
					Total :	8,050.00
226554	4/18/2022	890970 WEX BANK	79885224		FUEL FOR CITY FLEET 041-320-0152-4402	307.31
					041-320-0221-4402	1,220.00
					041-320-0222-4402	294.15
					041-320-0224-4402	2,152.29
					041-320-0225-4402	4,424.09
					041-320-0228-4402	355.84
					041-320-0311-4402	736.66
					041-320-0320-4402	324.36
					041-320-0346-4402	2.00
					041-320-0370-4402	806.46
					041-320-0390-4402	786.08
					007-313-3630-4402	296.35
					029-335-0000-4402	4.00
					070-381-0000-4402	92.46
					070-382-0000-4402	869.44
					070-383-0000-4402	1,375.95
					070-384-0000-4402	420.00
					072-360-0000-4402	404.42
					Total :	14,871.86
226555	4/18/2022	890970 WEX BANK	79901607		FUEL FOR CITY FLEET 041-320-0152-4402	6.00
					041-320-0221-4402	67.53
					041-320-0222-4402	4.00
					041-320-0224-4402	20.00
					041-320-0225-4402	422.46

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226555	4/18/2022	890970 WEX BANK	(Continued)			
					041-320-0228-4402	2.00
					041-320-0311-4402	351.32
					041-320-0312-4402	2.00
					041-320-0320-4402	10.00
					041-320-0346-4402	76.92
					041-320-0370-4402	551.50
					041-320-0390-4402	950.16
					007-313-3630-4402	4.00
					029-335-0000-4402	161.59
					070-382-0000-4402	4.00
					070-381-0000-4402	2.00
					070-383-0000-4402	10.00
					Total :	2,645.48
226556	4/18/2022	103752 ZUMAR INDUSTRIES, INC.	96049		SIGNS-SF REGIONAL PARK INFIL PROJ	
					010-310-0620-4600	1,110.09
					Total :	1,110.09
109	Vouchers for bank code :		bank3		Bank total :	596,655.03
109	Vouchers in this report				Total vouchers :	596,655.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226335	4/1/2022	100286 BAKER, BEVERLY	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	145.65
					Total :	145.65
226336	4/1/2022	100916 DEIBEL, PAUL	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
226337	4/1/2022	101781 KISHITA, ROBERT	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	153.53
					Total :	153.53
226338	4/1/2022	101926 LILES, RICHARD	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
226339	4/1/2022	102126 MARTINEZ, MIGUEL	22-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	570.78
					Total :	570.78
226340	4/1/2022	891031 ORTEGA, JIMMIE	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
226341	4/1/2022	891032 OTREMBA, EUGENE	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	614.88
					Total :	614.88
226342	4/1/2022	891354 RAMIREZ, ROSALINDA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	153.53
					Total :	153.53
226343	4/1/2022	102940 RUIZ, RONALD	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	630.87
					Total :	630.87
226344	4/1/2022	892782 TIGHE, DONNA	22-Apr		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226344	4/1/2022	892782 TIGHE, DONNA	(Continued)		001-180-0000-4127	153.53
					Total :	153.53
10 Vouchers for bank code : bank3						Bank total : 3,121.59
10 Vouchers in this report						Total vouchers : 3,121.59

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226345	4/1/2022	100042 ABDALLAH, ALBERT	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,380.61
					Total :	1,380.61
226346	4/1/2022	100091 AGORICHAS, JOHN	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
226347	4/1/2022	891039 AGUILAR, JESUS	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	456.06
					Total :	456.06
226348	4/1/2022	100104 ALBA, ANTHONY	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	614.88
					Total :	614.88
226349	4/1/2022	891011 APODACA-GRASS, ROBERTA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
226350	4/1/2022	100260 AVILA, FRANK	22-Apr		CALPERS HEALTH REIMB 041-180-0000-4127	1,290.56
					Total :	1,290.56
226351	4/1/2022	100306 BARNARD, LARRY	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	770.00
					Total :	770.00
226352	4/1/2022	100346 BELDEN, KENNETH M.	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,202.00
					Total :	1,202.00
226353	4/1/2022	892233 BUZZELL, CAROL	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	145.65
					Total :	145.65
226354	4/1/2022	891350 CALZADA, FRANK	22-Apr		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226354	4/1/2022	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	440.30
					Total :	440.30
226355	4/1/2022	100642 CASTRO, RICO	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,577.74
					Total :	1,577.74
226356	4/1/2022	103816 CHAVEZ, ELENA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	630.87
					Total :	630.87
226357	4/1/2022	100752 COLELLI, CHRISTIAN	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,722.43
					Total :	1,722.43
226358	4/1/2022	891014 CREEKMORE, CASIMIRA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
226359	4/1/2022	893711 DAVIS, JAMES	22-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	1,651.44
					Total :	1,651.44
226360	4/1/2022	100913 DECKER, CATHERINE	22-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	614.88
					Total :	614.88
226361	4/1/2022	100925 DELGADO, RALPH	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	440.30
					Total :	440.30
226362	4/1/2022	100960 DIEDIKER, VIRGINIA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
226363	4/1/2022	892102 DOSTER, DARRELL	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	614.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226363	4/1/2022	892102 892102 DOSTER, DARRELL	(Continued)			Total : 614.88
226364	4/1/2022	100996 DRAKE, JOYCE	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 Total : 232.94
226365	4/1/2022	100995 DRAKE, MICHAEL	22-Apr		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	116.47 116.47 Total : 232.94
226366	4/1/2022	100997 DRAPER, CHRISTOPHER	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,722.43 Total : 1,722.43
226367	4/1/2022	101044 ELEY, JEFFREY	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,745.00 Total : 1,745.00
226368	4/1/2022	891040 FISHKIN, RIVIAN	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 Total : 153.53
226369	4/1/2022	101178 FLORES, ADRIAN	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74 Total : 1,410.74
226370	4/1/2022	101182 FLORES, MIGUEL	22-Apr		CALPERS HEALTH REIMB 043-180-0000-4127	1,410.74 Total : 1,410.74
226371	4/1/2022	892103 GAJDOS, BETTY	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 Total : 153.53
226372	4/1/2022	891351 GARCIA, DEBRA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,546.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226372	4/1/2022	891351 891351 GARCIA, DEBRA	(Continued)			Total : 1,546.42
226373	4/1/2022	891067 GARCIA, NICOLAS	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	873.31 Total : 873.31
226374	4/1/2022	101318 GLASGOW, KEVIN	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,722.43 Total : 1,722.43
226375	4/1/2022	891020 GLASGOW, ROBERT	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	312.00 Total : 312.00
226376	4/1/2022	101333 GODINEZ, FRAZIER C.	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,878.66 Total : 1,878.66
226377	4/1/2022	101409 GUERRA, LAUREN E	22-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	630.87 Total : 630.87
226378	4/1/2022	891021 GUIZA, JENNIE	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 Total : 232.94
226379	4/1/2022	101415 GUTIERREZ, OSCAR	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 Total : 153.53
226380	4/1/2022	102896 GUZMAN, ROSA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74 Total : 1,410.74
226381	4/1/2022	891352 HADEN, SUSANNA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	570.78 Total : 570.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
226382	4/1/2022	101440 HALCON, ERNEST	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,312.00	
					Total :	1,312.00	
226383	4/1/2022	891918 HARTWELL, BRUCE	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	614.88	
					Total :	614.88	
226384	4/1/2022	101465 HARVEY, DAVID	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	153.53	
					Total :	153.53	
226385	4/1/2022	101466 HARVEY, DEVERY MICHAEL	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.00	
					Total :	1,124.00	
226386	4/1/2022	101471 HASBUN, NAZRI A.	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74	
					Total :	1,410.74	
226387	4/1/2022	891023 HATFIELD, JAMES	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	614.88	
					Total :	614.88	
226388	4/1/2022	892104 HERNANDEZ, ALFONSO	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,589.28	
					Total :	1,589.28	
226389	4/1/2022	891024 HOOKER, RAYMOND	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	714.37	
					Total :	714.37	
226390	4/1/2022	893616 HOUGH, LOIS	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	145.65	
					Total :	145.65	
226391	4/1/2022	101597 IBRAHIM, SAMIR	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	456.06	
					Total :	456.06	
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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
226391	4/1/2022	101597 101597 IBRAHIM, SAMIR	(Continued)				
					Total :	456.06	
226392	4/1/2022	101694 JACOBS, ROBERT	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	770.00	
					Total :	770.00	
226393	4/1/2022	892105 KAHMANN, ERIC	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	456.06	
					Total :	456.06	
226394	4/1/2022	101786 KLOTZSCHE, STEVEN	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	917.50	
					Total :	917.50	
226395	4/1/2022	891866 KNIGHT, DONNA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	146.52	
					Total :	146.52	
226396	4/1/2022	892929 LEWIS, WANDA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94	
					Total :	232.94	
226397	4/1/2022	891043 LIEBERMAN, LEONARD	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	153.53	
					Total :	153.53	
226398	4/1/2022	101933 LITTLEFIELD, LESLEY	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94	
					Total :	232.94	
226399	4/1/2022	102045 LLAMAS-RIVERA, MARCOS	22-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	1,263.04	
					Total :	1,263.04	
226400	4/1/2022	102059 MACK, MARSHALL	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74	
					Total :	1,410.74	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226401	4/1/2022	891010 MAERTZ, ALVIN	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	442.04 442.04
226402	4/1/2022	888037 MARTINEZ, ALVARO	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	2,079.36 2,079.36
226403	4/1/2022	102206 MILLER, WILMA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
226404	4/1/2022	102212 MIRAMONTES, MONICA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74 1,410.74
226405	4/1/2022	102232 MIURA, HOWARD	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
226406	4/1/2022	892106 MONTAN, EDWARD	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	145.65 145.65
226407	4/1/2022	102365 NAVARRO, RICARDO A	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	440.30 440.30
226408	4/1/2022	102473 ORDELHEIDE, ROBERT	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,615.36 1,615.36
226409	4/1/2022	102483 OROZCO, ELVIRA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	145.65 145.65
226410	4/1/2022	102486 ORSINI, TODD	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	2,191.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226410	4/1/2022	102486 102486 ORSINI, TODD	(Continued)			2,191.57
226411	4/1/2022	102569 PARKS, ROBERT	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,745.00 1,745.00
226412	4/1/2022	102580 PATINO, ARMANDO	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,745.00 1,745.00
226413	4/1/2022	102527 PISCITELLI, ANTHONY	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	440.30 440.30
226414	4/1/2022	891033 POLLOCK, CHRISTINE	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	312.00 312.00
226415	4/1/2022	102735 QUINONEZ, MARIA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,290.56 1,290.56
226416	4/1/2022	891034 RAMSEY, JAMES	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	698.71 698.71
226417	4/1/2022	102864 RIVETTI, DOMINICK	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	770.00 770.00
226418	4/1/2022	102936 RUELAS, MARCO	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,546.42 1,546.42
226419	4/1/2022	891044 RUSSUM, LINDA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 153.53

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EXHIBIT "A"
RES. NO. 22-042vchlist
03/30/2022 10:15:12AMVoucher List
CITY OF SAN FERNANDO

Page: 9

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226420	4/1/2022	103005 SALAZAR, TONY	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,410.74 1,410.74
226421	4/1/2022	103118 SENDA, OCTAVIO	22-Apr		CALPERS HEALTH REIMB 043-180-0000-4127	1,878.66 1,878.66
226422	4/1/2022	892107 SHANAHAN, MARK	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	456.06 456.06
226423	4/1/2022	891035 SHERWOOD, NINA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
226424	4/1/2022	103175 SKOBIN, ROMELIA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,064.99 1,064.99
226425	4/1/2022	893677 SOLIS, MARGARITA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,187.26 1,187.26
226426	4/1/2022	103220 SOMERVILLE, MICHAEL	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,401.00 1,401.00
226427	4/1/2022	103394 TORRES, RACHEL	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
226428	4/1/2022	889588 UFANO, VIRGINIA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	153.53 153.53
226429	4/1/2022	103516 VAIRO, ANTHONY	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,326.00

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vchlist
03/30/2022 10:15:12AMVoucher List
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226429	4/1/2022	103516 103516 VAIRO, ANTHONY	(Continued)			1,326.00
226430	4/1/2022	888417 VALDIVIA, LAURA	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94 232.94
226431	4/1/2022	103550 VANICEK, JAMES	22-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	1,290.56 1,290.56
226432	4/1/2022	103562 VASQUEZ, JOEL	22-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	1,745.00 1,745.00
226433	4/1/2022	888562 VILLALPANDO, SEBASTIAN FRANK	22-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	873.31 873.31
226434	4/1/2022	103692 VILLALVA, FRANCISCO	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,878.66 1,878.66
226435	4/1/2022	891038 WAITE, CURTIS	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,096.31 1,096.31
226436	4/1/2022	103612 WALKER, MICHAEL	22-Apr		CALPERS HEALTH REIMB 027-180-0000-4127	1,410.74 1,410.74
226437	4/1/2022	103620 WARREN, DALE	22-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	153.53 153.53
226438	4/1/2022	891036 WATT, DAVID	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	614.88 614.88

Page: 10

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 22-042vchlist
03/30/2022 10:15:12AMVoucher List
CITY OF SAN FERNANDO

Page: 11

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226439	4/1/2022	893690 WATTS, STEVE M.	22-Apr		CALPERS HEALTH REIMB 072-180-0000-4127	1,290.56
					Total :	1,290.56
226440	4/1/2022	891037 WEBB, NANCY	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
226441	4/1/2022	103643 WEDDING, JEROME	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	614.88
					Total :	614.88
226442	4/1/2022	103727 WYSBEEK, DOUDE	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	232.94
					Total :	232.94
226443	4/1/2022	103737 YNIGUEZ, LEONARD	22-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	1,096.31
					Total :	1,096.31
99 Vouchers for bank code : bank3						Bank total : 84,342.30
99 Vouchers in this report						Total vouchers : 84,342.30

Voucher Registers are not final until approved by Council.

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SPECIAL CHECK**EXHIBIT "A"**
RES. NO. 22-042

vchlist

Voucher List

Page: 1

03/31/2022 9:17:01AM

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226444	4/1/2022	103648 CITY OF SAN FERNANDO	PR 4-1-22		REIMB FOR PAYROLL W/E 3/25/22	
					001-1003	481,030.08
					007-1003	162.16
					017-1003	1,626.75
					027-1003	4,662.43
					029-1003	3,845.31
					030-1003	5,704.09
					041-1003	6,223.44
					043-1003	19,226.27
					070-1003	38,672.01
					072-1003	22,752.84
					094-1003	144.09
					110-1003	4,393.43
					Total :	588,442.90
1 Vouchers for bank code : bank3						Bank total : 588,442.90
1 Vouchers in this report						Total vouchers : 588,442.90

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK**EXHIBIT "A"**
RES. NO. 22-042

vchlist

04/07/2022 8:47:32AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226445	4/7/2022	102519 P.E.R.S.	APRIL 2022		HEALTH INS. BENEFITS-APRIL 2022 001-1160	154,175.95
Total :						154,175.95
1 Vouchers for bank code : bank3						Bank total : 154,175.95
1 Vouchers in this report						Total vouchers : 154,175.95

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 22-042

vchlist
04/07/2022 5:42:47PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226446	3/10/2022	893115 P.E.R.S. CITY RETIREMENT	100000016670393		EMPL CONTRIB VARIANCE-02/12-0/25	
					018-222-0000-4124	153.13
					018-224-0000-4124	114.84
					018-225-0000-4124	1,646.11
					070-381-0000-4124	35.08
					Total :	1,949.16
1 Vouchers for bank code : bank3						Bank total : 1,949.16
1 Vouchers in this report						Total vouchers : 1,949.16

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 22-042

vchlist

04/07/2022

5:58:03PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
226447	4/7/2022	893115 P.E.R.S. CITY RETIREMENT	100000016708754		EMPL CONTRIB VARIANCE-02/26-03/11	
					018-222-0000-4124	92.06
					018-224-0000-4124	69.04
					018-225-0000-4124	989.60
					018-105-0000-4124	14.35
					018-310-0000-4124	224.96
					018-115-0000-4124	173.71
					072-360-0000-4124	893.32
					018-106-0000-4124	1,234.97
					Total :	3,692.01
1	Vouchers for bank code :		bank3		Bank total :	3,692.01
1	Vouchers in this report				Total vouchers :	3,692.01

Voucher Registers are not final until approved by Council.

Page: 1

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

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

Date: April 18, 2022

Subject: Consideration to Adopt Resolutions Approving a New Job Specification for Housing Coordinator and Amending the Fiscal Year 2021-2022 Salary Plan and the Table of Organization

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8138 (Attachment "A") approving new specifications for the Housing Coordinator job classification;
- b. Adopt Resolution No. 8139 (Attachment "B") amending the Salary Plan to reflect the correct job title and pay;
- c. Adopt Resolution No. 8140 (Attachment "C") amending the Table of Organization to reflect the correct job title; and
- d. Authorize the City Manager to initiate the recruitment process for Housing Coordinator, and make non-substantive edits and execute all related documents as necessary.

BACKGROUND:

1. On November 15, 2021, an item was placed on the agenda by Councilmember Rodriguez asking the City Council to consider using the City's low and moderate income housing funds from the former Redevelopment Agency (RDA) 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.
2. On February 7, 2022, the City Council expressed support for the establishment of a Housing Division within the Community Development Department and creation of a Housing Coordinator position to re-establish and administer the City's low-income assistance home

Consideration to Adopt Resolutions Approving a New Job Specification for Housing Coordinator and Amending the Fiscal Year 2021-2022 Salary Plan and the Table of Organization

Page 2 of 3

loan programs, establish and administer other loan and grant programs, as well as affordable housing and homeless coordination services.

3. On March 23, 2022, staff met with the San Fernando Public Employee Association (SFPEA)/SEIU Local 721 to review the proposed job specification and compensation for the Housing Coordinator, and address any issues or concerns. After careful review and discussions, SFPEA/SEIU 721 indicated their support for adoption of the new job specifications as written.

ANALYSIS:

As part of the City Council's goal to re-establish the City's low-income assistance home loan programs, it is necessary to have a qualified staff member to be responsible for planning, developing, coordinating, and implementing housing programs, including coordinating homeless services with neighboring jurisdictions. The new Housing Coordinator will also be responsible for community outreach, researching and tracking of legislation pertaining to affordable housing, and overseeing the implementation of the Housing Element, including tracking and maintaining data on affordable housing units, accessory dwelling units (ADUs) and Senate Bill 9 units.

The Housing Coordinator 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.
3. Exploring programs that provide technical assistance, architectural guidance, and financial support for home rehabilitation for low- and moderate-income homeowners.
4. Implementing the Homelessness Action 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.

Consideration to Adopt Resolutions Approving a New Job Specification for Housing Coordinator and Amending the Fiscal Year 2021-2022 Salary Plan and the Table of Organization

Page 3 of 3

BUDGET IMPACT:

The proposed Housing Coordinator position will be included in the Fiscal Year (FY) 2022-2023 Proposed Budget for a total cost of \$135,546 per year (including salary and benefits). The position will be funded partially by Measure H Innovation Funds (approximately \$25,000 per year) and former RDA Housing Funds. However, most of the position will be funded from the General Fund while staff identifies additional funding sources for the position.

CONCLUSION:

Staff recommends that the City Council approve the proposed job specification for Housing Coordinator, as well as an amendment to the FY 2021-2022 Salary Plan and Table of Organization, in order to support the re-establishment of the City's low income assistance home loan programs, coordination of housing programs and homeless services.

ATTACHMENTS:

- A. Resolution No. 8138
Exhibit 1: Housing Coordinator Job Specification
- B. Resolution No. 8139
- C. Resolution No. 8140

RESOLUTION NO. 8138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO. 4144, ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF SUPPLEMENT NO. 185 THERETO

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 185 (Exhibit "1") covering important and essential duties, job-related and essential qualifications for the following position and classification:

HOUSING COORDINATOR

Supplement No. 185 is hereby adopted and approved as the new official job classification and definitions, prescribing important and essential duties, job-related and essential qualifications for the position and classification set forth above. Copies of Supplement No. 185 are now on file in the office of the City Clerk. Said Supplement No. 185 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

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

PASSED, APPROVED, AND ADOPTED this 18th day of April 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. 8138, 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 April 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 April, 2022.

Julia Fritz, City Clerk

JOB SPECIFICATION

CLASS TITLE

HOUSING COORDINATOR

ADOPTION

RESOLUTION NO.
8138

EFFECTIVE DATE
04/18/2022

FLSA DESIGNATION
NON-EXEMPT

GENERAL PURPOSE

Under general supervision, the Housing Coordinator is responsible for planning, developing, coordinating, and implementing City's housing and homeless related services and programs. The incumbent is responsible for researching and tracking legislation pertaining to affordable housing, and implementing related programs in the Housing Element, which includes tracking and maintaining data on affordable housing units. He/She provides experience-based leadership, and performs outreach and community engagement events, as well as performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Housing Coordinator position is a senior level position within the Community Development Department that involves a high-level of experience in affordable housing development, financing, subsidized housing assistance programs in local government or a nonprofit agency, landlord/tenant services, homeless outreach services, and other related programs and services.

Duties and responsibilities are carried out with considerable independence within a framework of established policies and procedures. The position reports directly to and takes administrative direction from the Director of Community Development.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

1. Assist in supervising and managing the activities of the Housing Division of the Community Development Department in providing affordable housing and homeless services, including low income home loan programs, rental assistance programs, landlord/tenant services, homeless outreach and coordination services, and other related programs and services.
2. Plan, develop, coordinate, and implement City housing rehabilitation, first time homebuyer, and other related housing programs and services.
3. Assist housing loan applicants in preparing and processing loan and escrow documents, and assist the public in obtaining appropriate assistance related to affordable housing, landlord/tenant services, homeless services, and other related services.
4. Organize and implement outreach activities to market the availability of housing and homeless related services and programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES

5. Develop long and short-term housing improvement plans and programs to maintain the quality of existing housing stock.
6. Perform housing-related planning studies, conduct inspection of housing conditions, and assist property owners with assessing their property improvement needs.
7. Monitor eligibility of affordable housing recipients for conformance with established requirements.
8. Receive and establish records for all housing assistance, rehabilitation activities, loan repayments, housing revenues related to annual program awards, affordable housing units, and other State-required housing unit monitoring and tracking needs.
9. Prepare technical statistical reports to State regulatory agencies on City-assisted housing services, affordable housing unit counts, and other related housing reporting needs.
10. Track and report performance levels related to Division operations in compliance with Federal and State funding regulations, and monitor and report the status of grant applications and contracts for compliance with statutory and regulatory requirements.
11. Research and track legislation pertaining to affordable housing, and implement programs in the Housing Element, such as tracking and maintaining data on affordable housing units, including accessory dwelling units (ADUs), Senate Bill 9 units, supportive housing, and other State Housing requirements.
12. Prepare written and graphic reports, ordinances and resolutions on various housing matters, and make presentations to the City Council, Planning and Preservation Commission, and other commissions, committee, or organizations, as needed.
13. Develop informational handouts and brochures, and inform the community about the availability of housing assistance programs.
14. Evaluate and recommend housing policies and procedures.
15. Ensure that applicable housing funds are used and reported in accordance with State, Federal, and other requirements.
16. Explain policies, practices, and objectives to diverse public individuals, community organizations, and other agencies.
17. Develop and maintain current listings of licensed contractors qualified to participate in the City's housing preservation and rehabilitation programs.
18. May represent the City at meetings with governmental agencies or other organizations.
19. May confer with and advise architects, builders, attorneys, contractors, engineers and the general public regarding City housing policies and standards.

ESSENTIAL DUTIES AND RESPONSIBILITIES

20. Assist in Department budget preparation.
21. Perform other administrative duties as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Affordable housing finance processes, policies, and procedures, and subsidized housing assistance programs in local government or a nonprofit agency.
2. Principles of organization, administration, and supervision; and operations, services, and activities of municipal housing preservation and rehabilitation programs.
3. Federal, State, and County housing legislation, regulations, programs, and resources.
4. Housing Quality Standards (HQS) under the assisted housing rehabilitation program.
5. Basic methods and techniques of field inspections and investigations.
6. Building codes dealing in home repair, and health and safety regulations.
7. Managing issues and resources related to housing assistance and homeless services, including low income home loan programs, rental assistance programs, landlord/tenant services, homeless outreach and coordination services, and other related programs and services.
8. Resources available to address housing needs of lower income residents.
9. Methods, practices, and terminology used in loan underwriting and processing.
10. Community marketing tools, CDBG, land use entitlement processes, and regulations.

ABILITY TO:

1. Understand housing problems, and work with community groups to determine feasible solutions.
2. Interpret and apply pertinent Federal, State, and City codes and ordinances relating to building construction and rehabilitation.
3. Analyze and interpret data pertaining to planning, zoning, and housing situations.
4. Make independent judgments and sound decisions based on established guidelines, policies, and procedures.
5. Understand and interpret rules and regulations relating to loan processing and construction documentation.

MINIMUM QUALIFICATIONS

6. Operate various office equipment including computers and supporting word processing, as well as spreadsheet applications.
7. Make effective oral and written presentations.
8. Establish and maintain effective working relationships with those contacted in the course of work.
9. Understand and speak Spanish (highly desirable).

EDUCATION, TRAINING AND EXPERIENCE:

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

Three (3) years of increasingly responsible professional experience with affordable housing development, finance, subsidized rental housing assistance program, rehabilitation, and first time homebuyer loan programs in a local government or a nonprofit organization is required. Must have at least one (1) year of experience in a management or supervisory role.

A Bachelor's degree in Finance, Urban Planning/Studies, Public or Business Administration with a real estate background, or a related field from an accredited college or university is required. A Master's degree in a related field is desirable.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

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

PHYSICAL AND MENTAL DEMANDS

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

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 20 pounds unaided.

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

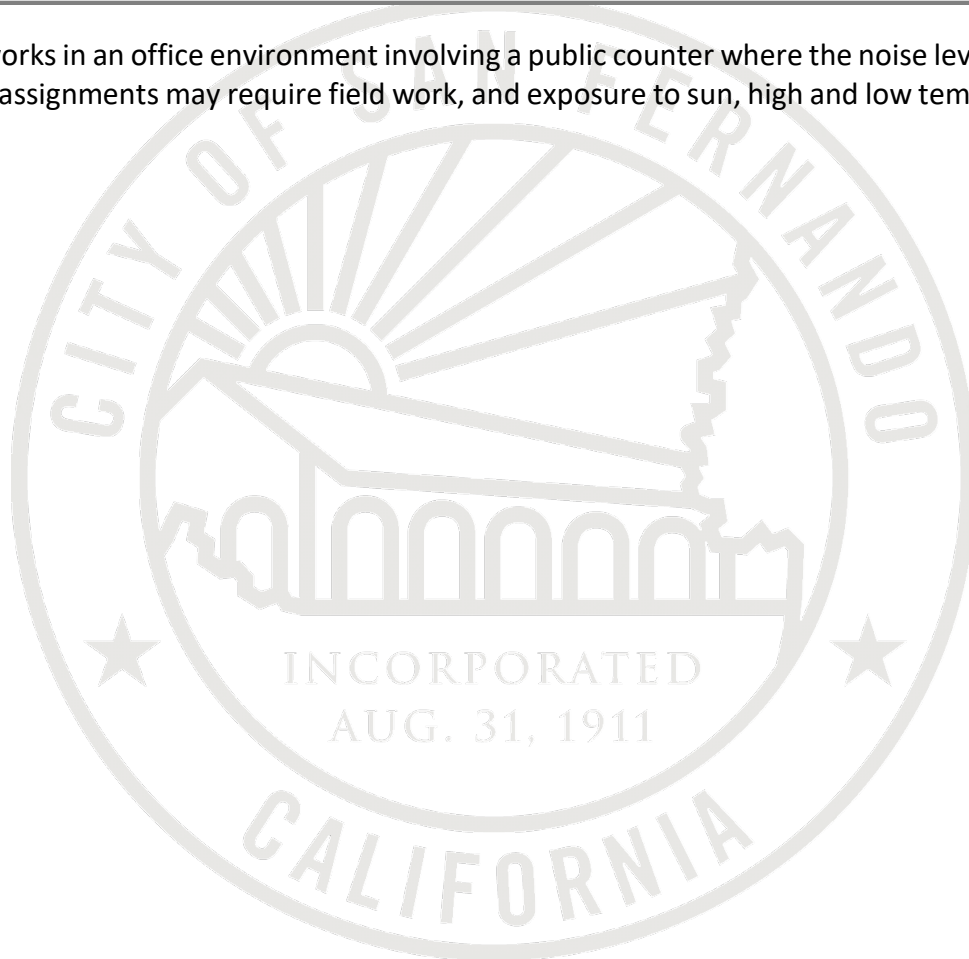
PHYSICAL AND MENTAL DEMANDS

MENTAL DEMANDS

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

WORK ENVIRONMENT

The employee works in an office environment involving a public counter where the noise level is usually quiet. However, some assignments may require field work, and exposure to sun, high and low temperatures, as well as loud noises.



RESOLUTION NO. 8139

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

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

SECTION 1: That that portion of Section 2(A) of Resolution No. 8070, adopted June 21, 2021, as amended, be further amended by **adding** the following to page 6, effective the date of City Council adoption of this Resolution:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER/ SCHEDULE</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Housing Coordinator	103G	6498	6854	7235	7631	8051

SECTION 2: Except as amended herein, all other provisions of Resolution No. 8070, adopted June 21, 2021, remain unchanged and in full force and effect.

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 April, 2022.

ATTEST:

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

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8139, 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 April, 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 April, 2022.

Julia Fritz, City Clerk

RESOLUTION NO. 8140**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF SECTION 1 OF RESOLUTION NO. 8071, THE FISCAL YEAR 2021-2022 TABLE OF ORGANIZATION, ADOPTED JUNE 21, 2021**

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

WHEREAS, the Table of Organization as adopted for FY 2021-2022 has provisions for assignment of various positions and classifications to specific departments, divisions and activities by titles and numbers; and

WHEREAS, the City Council adopted a new job specification for Housing Coordinator that impacted the assignment of certain positions and classifications; and

WHEREAS, it is necessary that said position and classification be assigned to a specific department, division and activities by title and number;

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

SECTION 1: That that portion of the said Table of Organization adopted on June 21, 2021, per Resolution No.8071, be further amended by adding the "Housing Coordinator" job title under "Community Development Department," on page 3 as follows:

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

Housing Coordinator	40	1	1
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SECTION 2: Except as amended herein, all other provisions of the said Table of Organization adopted on June 21, 2021, per Resolution No. 8071, remain unchanged and in full force and effect.

SECTION 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 April, 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. 8140, 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 April, 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 April, 2022.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

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

Date: April 18, 2022

Subject: Consideration to Approve an Agreement with Norman A. Traub & Associates LLC to Conduct Workplace Investigations

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an Agreement with Norman A. Traub & Associates LLC (Attachment "A" – Contract No. 2067) to conduct workplace investigations; and
- b. Authorize the City Manager to make non-substantive edits and execute all related documents as necessary.

BACKGROUND:

1. In February 2012, the City Council approved an Agreement with Norman A. Traub & Associates to conduct workplace investigations on matters that required outside party investigation and transparency.
2. Between 2018 and 2021, the City Manager approved various Agreements with Norman A. Traub & Associates for amounts within the City Manager's contracting authority of \$25,000 to conduct various workplace investigations on matters that required outside party investigation.

ANALYSIS:

As part of the City's goal to take personnel matters seriously, and to handle them expeditiously, ensuring fairness, equity, justice and transparency, it is necessary to utilize the services of a professional outside investigation firm from time to time. There are various workplace investigations that require the services of an outside party that specializes in police related employment investigations and is familiar with the California Police Officer Bill of Rights (POBR).

Consideration to Approve an Agreement with Norman A. Traub & Associates LLC to Conduct Workplace Investigations

Page 2 of 2

The City has utilized the services of Norman A. Traub & Associates on several occasions over the past ten years to provide police related employment investigations due to their quality services, specialized knowledge, and reasonable fees. Norman A. Traub & Associates is an organization of former police executives and attorneys engaged in workplace investigations for local governments. They specialize in allegations pertaining to employee misconducts, hostile work environments, sexual harassments, workers compensation fraud cases, and background investigations.

Due to the specific experience and training, professional judgment, licensing, and qualified expertise in police related personnel investigations, it is recommended that City Council waive formal bidding requirements in accordance with Section 2-850 of the San Fernando Municipal Code and award a professional services agreement with Norman A. Traub & Associates.

In addition to other quality investigative firms,

BUDGET IMPACT:

The proposed investigation services are not expected to exceed \$30,000. There are sufficient funds appropriated in the FY 2021-2022 Adopted Budget in the Labor Attorney account to cover this expenditure.

CONCLUSION:

Staff recommends that the City Council approve the Agreement with Norman A. Traub & Associates LLC (Attachment "A" – Contract No. 2067) to conduct workplace investigations.

ATTACHMENTS:

- A. Contract No. 2067
 - Exhibit A: Scope of Services
 - Exhibit B: Approved Fee Schedule

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is dated January 5, 2022 and is between the City of San Fernando, a municipal corporation ("CITY"), and Norman A. Traub & Associates, a California corporation ("CONSULTANT").

RECITALS

A. CITY has determined that it requires the following professional services from a consultant: Investigation Services.

B. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. DEFINITIONS

A. "Scope of Services": The professional services set forth in Exhibit "A" ("Scope of Services").

B. "Commencement Date": January 5, 2022.

C. "Expiration Date": June 30, 2022

2. CONSULTANT'S SERVICES

A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall perform the services identified in the Scope of Services. CITY shall have the right to request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Time for Performance. CONSULTANT shall commence the services on the Commencement Date and shall perform all services before the Expiration Date.

C. Standard of Performance. CONSULTANT shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. CONSULTANT shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

3. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Police Chief (hereinafter the "City Representative"). It shall be CONSULTANT's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONSULTANT shall refer

any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. Consultant Representative. For the purposes of this Agreement, Brock Avery is hereby designated as the principal and representative of CONSULTANT authorized to act on its behalf with respect to the services performed under this Agreement and make all decisions in connection those services (the "Responsible Principal"). CONSULTANT may not change the Responsible Principal without CITY's prior written approval.

4. CONSULTANT'S PERSONNEL

A. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. Those services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

B. CONSULTANT represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. CONSULTANT shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by CONSULTANT shall be completed using the best practices available for the profession and shall be free from any defects. CONSULTANT agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, CONSULTANT shall re-perform or replace unsatisfactory Service at no additional expense to CITY.

C. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

D. CONSULTANT shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

E. CONSULTANT represents that it is qualified to perform the Services provided in Exhibit A and that it possesses the necessary licenses, permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at CONSULTANT's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any

licenses, permits, and approvals which are legally required for CONSULTANT to practice CONSULTANT's profession at the time the Services are rendered.

5. FACILITIES AND EQUIPMENT

Except as otherwise authorized by CITY in writing, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for performing services pursuant to this Agreement. CITY shall provide a conference room for interviews necessary for performance of the Scope of Services.

6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 18 herein.

7. COMPENSATION

A. CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed Thirty Thousand Dollars (\$30,000), based on the hourly rates set forth in Exhibit "B". Payments shall be made in accordance with Section 8 herein. CITY shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to CONSULTANT. No claims for compensation in excess of the not-to-exceed amount as shown in Exhibit "B" will be allowed unless such additional compensation is authorized by CITY in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to and approved by the City Representative.

B. CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. In no event shall expenses exceed the sum of Two Thousand, Five Hundred Dollars (\$2,500) without prior approval from the City Manager.

C. Additional Services. No claims for additional services performed by CONSULTANT which are beyond the scope set forth in Exhibit "A" will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis as set forth in Exhibit B. Fees for such additional services shall be paid within thirty (30) days of the date CONSULTANT issues an invoice to CITY for such services.

8. METHOD OF PAYMENT

CONSULTANT shall submit to CITY an invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations shall include the days worked, number of hours worked, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the

period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7.

9. OWNERSHIP OF WORK PRODUCT

All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain such copies of the written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

10. INTENTIONALLY LEFT BLANK

11. INDEPENDENT CONTRACTOR

CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities which CONSULTANT is not obligated to devote to CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

12. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed (absent a court order) by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required or necessary to provide the services under this Agreement. All CITY data shall be returned to CITY upon the termination of this Agreement. CONSULTANT may retain a copy of the completed report to the extent required by law. CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

13. CONFLICTS OF INTEREST

CONSULTANT hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONSULTANT in connection with this project. CONSULTANT hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONSULTANT agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONSULTANT executes in connection with the performance of this Agreement.

14. INDEMNIFICATION

A. To the fullest extent permitted by law, CONSULTANT shall defend, hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages") whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the acts or omissions of CONSULTANT, its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such Damages arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the parties. The parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless pursuant to this Paragraph A includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

B. CONSULTANT's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.

C. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations for the benefit of CITY, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend Indemnitees pursuant to the terms of this Section.

D. CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification

provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the Claims and/or Damages. CONSULTANT's indemnity obligation set forth in this Section shall not be limited by the limits of any policies of insurance required and/or provided by CONSULTANT pursuant to this Agreement.

E. CONSULTANT agrees that CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

F. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation laws regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

15. INSURANCE

A. CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for any personal injury, death, loss or damage.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation insurance to the extent required by California law.

4) Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

B. CONSULTANT shall require all subconsultants or subcontractors to maintain insurance coverage that complies with the requirements of this Section and obtain evidence of compliance.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with an A.M. Best rating of A-, VII or better.

D. CONSULTANT agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if

insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, and throughout the term of this Agreement, CONSULTANT shall file with CITY's Risk Manager a properly executed certificate or certificates of insurance and endorsements evidencing compliance with the requirements of this Section. Such certificates shall disclose the CONSULTANT's self-insured retentions or deductibles, which are subject to CITY approval. CONSULTANT agrees to provide certified copies of insurance policies if requested by CITY. All evidence of insurance and notices of cancellation shall be mailed to:

The City of San Fernando
Attn: **Michael Okafor**
117 Macneil Street
San Fernando, CA 91340

F. CONSULTANT shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The commercial general liability insurance policy shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. The commercial general and automobile liability insurance policies shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's commercial general and business automobile liability insurance and shall not contribute with it.

H. All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

I. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

J. If CONSULTANT is a Limited Liability Company, commercial general liability coverage must be amended so that CONSULTANT and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

K. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

A. CITY shall provide CONSULTANT with all pertinent data, documents and other requested information as is reasonably available for the proper performance of CONSULTANT's services.

B. In the event any claim or action is brought against CITY relating to CONSULTANT's performance in connection with this Agreement, CONSULTANT shall render any reasonable assistance that CITY may require.

17. RECORDS AND INSPECTIONS

CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

18. TERMINATION OF AGREEMENT

A. Either party may terminate this Agreement for any reason or for no reason on five (5) calendar days' written notice to the other party. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

B. In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid for the work satisfactorily performed and expenses incurred prior to the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement.

19. FORCE MAJEURE

CONSULTANT shall not be liable for any failure to perform if CONSULTANT presents acceptable evidence, in CITY's sole judgment, that such failure was due to causes beyond the control, and without the fault or negligence of CONSULTANT.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONSULTANT's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

Attn: Michael Okafor
Personnel Manager
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1239
Email: mokafor@sfcity.org

If to CONSULTANT:

Attn: Brock Avery
Managing Director
Norman A. Traub & Associates
2625 Townsgate Road, Ste 330
Westlake Village, CA 91361
Telephone: (714) 693-3428
Email: ba.normtraub@gmail.com

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

22. PROHIBITION AGAINST ASSIGNMENT

CONSULTANT shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

23. ATTORNEY'S FEES

In the event that CITY or CONSULTANT commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

24. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this

Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and CONSULTANT with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by CITY and CONSULTANT.

25. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

26. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

27. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

28. EXECUTION


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF SAN FERNANDO

CONSULTANT: NORMAN A. TRAUB &
ASSOCIATES

Nick Kimball
City Manager

By: 
Brock Avery
Managing Director

ATTEST:

Julia Fritz
City Clerk

APPROVED AS TO FORM:

Richard Padilla
Assistant City Attorney

SCOPE OF SERVICES

Investigator shall conduct independent investigations on the basis of work orders assigned by the City. The timeline for completing any assigned investigative work order shall be dependent on the type of investigation, number and availability of subjects and witnesses to be interviewed, and availability of representatives or attorneys requested.

Investigator shall, at a minimum:

1. Meet with City officials to discuss the scope of the investigation;
2. Provide an investigative plan detailing the issues to be investigated, witnesses to be interviewed, evidence to be reviewed and/or collected, and an estimated timeline for the investigation;
3. Determine the most appropriate investigative method(s) to be used for each investigation work order assigned;
4. Interview witnesses, complainants or other persons; gather documents, video and other materials; administer oaths and examine persons, affidavits, and supporting documentation; and otherwise conduct all research necessary and gather all evidence sufficient to complete each assigned investigation;
5. Evaluate all evidence gathered in each investigation;
6. Digitally record all interviews when possible, and transcribe all such recorded interviews.
7. Provide updates with the designated contact person(s) on the progress of the investigation at each phase of the investigation, including any anticipated changes to the established timeline as requested by the City, and other important issues related to the investigation;
8. Provide all work in a confidential manner.

Investigator shall submit an independent, objective, fair, transparent and comprehensive written report regarding the investigation. The report will provide an executive summary of the findings, the methodology used, a discussion of the evidence obtained, how credibility issues were resolved and detailed findings of the investigation.

Investigator shall not reach any legal conclusions or speculate regarding the legal significance of any claim or defense, or make recommendations for discipline. The City and its Legal Counsel are solely responsible for providing the legal analysis and advice necessary to respond to the investigation report.

The following terminology may be used to describe the findings of the investigations:

Unfounded -	The investigation clearly established that the allegation(s) is not true.
Exonerated -	The investigation clearly established that the conduct occurred but did not violate agency policies.
Not Sustained -	There is insufficient evidence to determine whether the alleged misconduct occurred.
Sustained -	The alleged conduct occurred.

Investigator shall participate in any administrative hearings, in court, or other official proceedings that result from the investigations.

APPROVED FEE SCHEDULE

The fee for the investigator's services is \$160.00 per hour plus expenses. In the event the investigator is required to provide testimony at a post-investigation hearing, deposition, or trial, the fee is \$250.00 per hour (four-hour minimum plus expenses). When the investigator is placed in an On-Call status, the fee is \$130.00 per hour (four-hour minimum).

- Total estimated hours for this investigation: 170 Hours @ \$160/Hour = \$27,200
- Interview Transcription Service: 16 Interviews @ \$150/Each = \$2,400
- Office supplies for final report plus shipping postage = \$125
- Total Investigation Estimate: \$29,725

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: April 18, 2022

Subject: Consideration to Adopt Ordinance No. 1709 Approving Amendments to Division 2 of Article II of Chapter 90 of the San Fernando Municipal Code and Section 90-72 of the San Fernando Municipal Code to Expand the Duties of the Transportation and Safety Commission to Include Public Safety

RECOMMENDATION:

It is recommended that the City Council adopt Ordinance No. 1709 (Attachment "A"), that was introduced for first reading at the City Council meeting of April 4, 2022, in title only and waive further reading, approving amendments to Division 2 (Transportation and Safety Commission) of Article II (Administration and Enforcement) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code to rename the Transportation and Safety Commission to the Transportation and Public Safety Commission, amending Section 90-72 of the San Fernando Municipal Code to expand the duties of the Commission to include Public Safety."

BACKGROUND:

1. On September 2, 2021, after several meetings, the Public Safety Commission Ad Hoc Committee finalized recommendations to City Council related to the organization, roles and responsibilities of a Public Safety Commission.
2. On October 4, 2021, the City Council discussed the recommendations of the Ad Hoc Committee and directed staff to present the recommendations and seek input from the Transportation and Safety Commission at its regularly scheduled November 2021 meeting. Additionally, the City Council directed staff to discuss the Ad Hoc Committee recommendations with the new Police Chief, once the position was filled.
3. On November 3, 2021, the Transportation and Safety Commission discussed the recommendations of the Ad Hoc Committee and concurred with the recommendation to rename the current Transportation and Safety Commission to the Transportation and Public Safety Commission and add certain Public Safety advisory roles and responsibilities to their existing roles and responsibilities.

Consideration to Adopt Ordinance No. 1709 Amending Division 2 of Article II of Chapter 90 of the San Fernando Municipal Code and Section 90-72 of the San Fernando Municipal Code to Expand the Duties of the Transportation and Safety Commission to Include Public Safety

Page 2 of 2

4. On April 4, 2022, the City Council approved for first reading on April 4, 2022, in title only and waive any further reading of, Ordinance No. 1709 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California, Amending Division 2 (Transportation and Safety Commission) of Article II (Administration and Enforcement) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code to rename the Transportation and Safety Commission to the Transportation and Public Safety Commission, amending Section 90-72 of the San Fernando Municipal Code to expand the duties of the Commission to include Public Safety."

ANALYSIS:

The proposed Ordinance No. 1709 will expand the role and responsibilities of the current Transportation and Safety Commission and rename it the Transportation and Public Safety Commission to create a community-based venue for the Police Department to present public safety information to the public. Additionally, San Fernando community members would be provided a forum to strengthen community-policing approaches through collaboration, respect and transparency while sharing public safety information with the broader public.

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

BUDGET IMPACT:

There is no impact to the budget by adopting Ordinance No. 1709. Public Works Department staff currently provide support to the Transportation and Safety Commission. Staffing for the proposed re-formed Commission would be split between the Police Department and the Public Works Department. It is estimated that it would require approximately two hours per month for the Executive Assistant and two to four hours per month of other police personnel to prepare reports and present to the Commission.

CONCLUSION:

It is recommended that the City Council adopt Ordinance No. 1709.

ATTACHMENT:

- A. Ordinance No. 1709

ORDINANCE NO. 1709

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING DIVISION 2 (TRANSPORTATION AND SAFETY COMMISSION) OF ARTICLE II (ADMINISTRATION AND ENFORCEMENT) OF CHAPTER 90 (TRAFFIC AND VEHICLES) OF THE SAN FERNANDO MUNICIPAL CODE TO RENAME THE TRANSPORTATION AND SAFETY COMMISSION TO THE TRANSPORTATION AND PUBLIC SAFETY COMMISSION, AMENDING SECTION 90-72 OF THE SAN FERNANDO MUNICIPAL CODE TO EXPAND THE DUTIES OF THE COMMISSION TO INCLUDE PUBLIC SAFETY

WHEREAS, the Transportation and Safety Commission ("Commission") of the City of San Fernando ("City") is comprised of five members appointed by a councilperson; and

WHEREAS, the duties of the Commission include receiving complaints regarding traffic matters and advising the City Council of the City of San Fernando ("City Council") and other City officials regarding City activities, reports, policies, services and programs related to improving traffic conditions, transportation safety and traffic regulations; and

WHEREAS, the City Council wishes to expand the scope of duties of the Commission to include public safety responsibilities and to change the name to the Transportation and Public Safety Commission.

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

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. This Ordinance amends the San Fernando Municipal Code to change the name of the "Transportation and Safety Commission" referenced under Division 2 (Transportation and Safety Commission) of Article II (Administration and Enforcement) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code to the "Transportation and Public Safety Commission". All reference to the term "Transportation and Safety Commission" as set forth under Division 2 (Transportation and Safety Commission) of Article II (Administration and Enforcement) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code or under any other part of the San Fernando Municipal Code are hereby amended to now state "Transportation and Public Safety Commission".

SECTION 3. The title of Division 2 (Transportation and Safety Commission) of Article II (Administration and Enforcement) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is amended and retitled to read "*Division 2 – Transportation and Public Safety Commission*".

SECTION 4. Section 90-72 (Duties generally) of Division 2 (Transportation and Public Safety Commission) of Article II (Administration and Enforcement) of Chapter 90 (Traffic and Vehicles) of the San Fernando Municipal Code is amended to add a new subsection (5) which shall state:

(5) The transportation and public safety commission shall act solely as an advisory board to the city council and an advocate for public safety and traffic services with respect to matters relating to public safety, including understanding police and fire operations, crime prevention, emergency preparedness, traffic and transportation, and any other matters which may be assigned to it from time to time by the city council, and shall study and make recommendations as to such matters directly to the city council in an advisory capacity. Unless expressly authorized by the city council, the commission shall not represent itself to be acting for or on behalf of the city council, nor shall it commit the officers, employees, or staff of the City in any manner or to any course of action. To the contrary, the commission shall act as a study center and clearinghouse for advisory action to the city council. The commission shall have no authority or jurisdiction to make, recommend, or approve any action with regard to public safety personnel actions or investigations."

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

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

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando this 18th day of April, 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. 1709 which was introduced on April 4, 2022, and adopted by the City Council of the City of San Fernando, California at a regular meeting thereof held on the 18th day of April, 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 April, 2022.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Matt Baumgardner, Director of Public Works
Kenneth Jones, Public Works Management Analyst

Date: April 18, 2022

Subject: Consideration to Approve an Agreement with State of California Department of Forestry and Fire Protection for Funding Related to the Calles Verdes: City of San Fernando Urban Forest Management Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Contract No. 2068 (Attachment "A") with State of California Department of Forestry and Fire Protection (Cal Fire) for \$288,775.53 in Urban and Community Forestry grant funds for the City of San Fernando Urban Forest Management Plan; and
- b. Adopt Budget Resolution No. 8141 (Attachment "B") amending the Fiscal Year (FY) 2021-2022 adopted budget appropriating \$288,775.53 in Urban and Community Forestry grant funds.

BACKGROUND:

1. On July 14, 2021, Public Works and TreePeople staff prepared and submitted a conceptual proposal for funding of an Urban Forestry Management Plan through the Cal Fire Urban and Community Forestry grant program.
2. On October 4, 2021, the City was notified that its conceptual proposal was accepted for full development and submittal by December 10, 2021.
3. On December 6, 2021, the City Council adopted Resolution No. 8109 authorizing the submittal of the full proposal to Cal Fire.
4. On December 10, 2021, the full proposal was submitted through the Cal Fire Urban and Community Forestry grant program to obtain funding for the Calles Verdes: City of San Fernando Urban Forest Management Plan Project.

Consideration to Approve Agreement with California Department of Forestry and Fire Protection for Funding Related to the Calles Verdes: City of San Fernando Urban Forest Management Plan

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5. On February 2, 2022, the City was notified that its application for the Calles Verdes: City of San Fernando Urban Forest Management Plan project was awarded funding through the Cal Fire Urban and Community Forestry California Climate Investments (CCI) Grant Program in the amount of \$288,775.53.
6. On April 1, 2022, the City received, via email, the grant agreement from Cal Fire related to accepting funds awarded through the Cal Fire Urban and Community Forestry (CCI) Grant Program.

ANALYSIS:

Guided by the 2022-2027 Strategic Goals adopted by City Council on April 19, 2021, the City has taken a proactive stance on the goal of strengthening climate resilience and environmental justice. One of the ways identified by Council for meeting this goal is to invest in tree planting and tree care efforts in addition to expanding the City's urban forest to improve air quality. The goal of tree planting is to increase the City's tree canopy coverage by 33% by the end of FY 2027; adding approximately 2,000 trees. For this goal to come to fruition, the City must have in place an Urban Forest Management Plan (UFMP).

Purpose of UFMP.

A UFMP is a roadmap that creates a shared vision for the future of a tree canopy. It is a tailored plan that guides cities and tree care professionals to proactively and effectively manage and provide for maximum, long-term benefits to the community. More specifically, the plan provides recommendations based on a detailed analysis of City's tree inventory and includes additional components or documents, such as costs, implementation schedules, policy and procedure manuals, standards and specifications, public education, monitoring plans, and existing ordinances. Annual work plans and budgets can then be developed based on a long-term UFMP.

Elements of UFMP.

In general, an effective UFMP plan will include:

- Vision for the urban forest;
- Inventories and assessments of the current status of the urban forest;
- Strategic Plan: goals, objectives, and actions based on the information analyzed and identified needs;
- Implementation Plan with specific projects, budgets, dates and assigned responsibilities; and
- Monitoring Plan with a system or matrix to qualify the effectiveness of plan and allow revisions to the UFMP, as needed.

To ensure the elements of the City's UFMP are developed in a detailed and comprehensive manner, the City has partnered with both TreePeople and West Coast Arborists (WCA) because

Consideration to Approve Agreement with California Department of Forestry and Fire Protection for Funding Related to the Calles Verdes: City of San Fernando Urban Forest Management Plan

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of their vast knowledge as arborists on tree canopies; an extensive public education and outreach campaign will also be conducted to gain valuable input from the community.

Project Roles and Responsibilities.

TreePeople will perform project management, provide coordination, conduct community engagement, develop the UFMP, and lead the subsequent tree planting activities identified within UFMP. Additionally, TreePeople will utilize their experience in urban forestry and with the San Fernando community to ensure the project delivers on its goals. Once the UFMP has been executed, TreePeople will provide continued support to the City as it implements the long-term improvements to its urban forest as detailed within the UFMP.

WCA will conduct and complete a detailed citywide assessment of the City's tree inventory based on International Society of Arborists (ISA) and CAL FIRE standards for data collection. WCA will utilize an ISA Certified Arborist to inventory all public trees in the city including trees along streets, in medians, parks, and public facilities. Inventory collection data per tree site will include species, type of site, tree condition, recommendations, height, and diameter at shoulder height. Vacant sites will also be cataloged in an effort to identify suitable future tree planting locations. Following its completion, the inventory will be provided to the City in a GIS, web-based platform (ArborAccess) to ensure functionality as an ongoing management tool.

Public Education and Outreach.

In addition to their other project responsibilities, TreePeople will conduct a tree canopy cover assessment of the City. A tree canopy assessment provides an estimate of the amount of tree canopy currently present as well as the amount of tree canopy that could theoretically be established. This assessment will help the City understand their total tree and urban forest resources and establish tree canopy goals. In addition, the assessment will provide high level insights that will serve as an educational tool, during public outreach which will be conducted by TreePeople, and guide the recommendations of the UFMP.

Using the insights gained through the completion of the inventory and tree canopy assessment regarding the City's current tree canopy status, TreePeople will conduct a robust community outreach and education campaign using these insights. TreePeople will synthesize this information into public facing material and educational programming that is relevant and meaningful to the public. These new insights will provide a stronger framework for conducting education around urban forestry, tree benefits, tree care, pathways in urban forestry, and related environmental issues.

To ensure robust community outreach and education is conducted, the City and TreePeople will host three community workshops that provide an educational program on urban forestry in the City of San Fernando. The workshops will take place at various locations and times to accommodate participation by all residents. Workshops will take place in tandem with fruit tree distributions to ensure widespread community participation.

Consideration to Approve Agreement with California Department of Forestry and Fire Protection for Funding Related to the Calles Verdes: City of San Fernando Urban Forest Management Plan

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BUDGET IMPACT:

The total budget for the UFMP project is \$411,493.53 in which \$288,775.53 is grant funding and \$122,718 is the local match. Based on the grant application submitted by the City, the local match will come from in-kind services provided by the City, WCA and TreePeople.

CONCLUSION:

It is recommended that City Council approve Contract No. 2068 with Cal Fire for \$288,775.53 in Urban and Community Forestry grant funds and adopt Budget Resolution No. 8141 amending the Fiscal Year 2021-2022 adopted budget appropriating \$288,775.53 in Urban and Community Forestry grant funds.

ATTACHMENTS:

- A. Contract No. 2068
- B. Resolution No. 8141

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT**

**ATTACHMENT "A"
CONTRACT NO. 2068**

APPLICANT: City of San Fernando
PROJECT TITLE: City of San Fernando Urban Forest Management Project
GRANT AGREEMENT: 8GA21429

PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 30, 2025.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: City of San Fernando will create an UFMP informed by tree inventory data collection (on 3,000 sites) and canopy cover assessment. Conduct education, outreach (including a public survey), and events. Partner with Tree People. The project will plant or distribute 750 trees throughout the city of San Fernando.

Total State Grant not to exceed \$ 288,775.53 (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

City of San Fernando

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By _____

Signature of Authorized Representative

Title _____

Date _____

By _____

Title: Matthew Reischman

Deputy Director, Resource Management

Date _____

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 8GA21429	PO ID 0000388372	SUPPLIER ID 0000013704
FUND 0001	FUND NAME General Fund	
PROJECT ID N/A	ACTIVITY ID	AMOUNT OF ESTIMATE FUNDING \$ 288,775.53
GL UNIT 3540	BUD REF 0011	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2020	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580	UNENCUMBERED BALANCE \$ 0.00
REPORTING STRUCTURE 35409503	SERVICE LOCATION 96153	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and City of San Fernando, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed two hundred eighty-eight thousand seven hundred seventy-five dollars and fifty-three cents (**\$288,775.53**).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Department of Forestry and Fire Protection 2021/2022 Urban and Community Forestry Program Grant Guidelines
 - b. California Air Resources Board Greenhouse Gas Quantification Methodology for the Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program
 - c. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits

4. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4799.06-4799.12 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS**1. Definitions**

- a. The term "Agreement" means grant agreement number 8GA21429.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

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

STATE: CAL FIRE	GRANTEE: City of San Fernando
Section/Unit: Urban and Community Forestry	Section/Unit: N/A
Attention: Lynnette Short	Attention: Matthew Baumgardner
Mailing Address: 23300 Castle Street Riverside, CA 92518	Mailing Address: 117 Macneil St. San Fernando, CA 91340
Phone Number: 619-937-1410	Phone Number: (818) 898-1237
Email Address: Lynnette.short@fire.ca.gov	Email Address: mbaumgardner@sfcity.org

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and

marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current

invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Department of Forestry and Fire Protection 2021/2022 Urban and Community Forestry Program Grant Guidelines.

- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically to the CAL FIRE Representative identified in Item 2. Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization that is located in or providing service to disadvantaged or low-income communities. Advance payment made by the STATE shall be subject to the circumstance and provisions below.

Where hardship circumstances exist for the GRANTEE, the STATE will consider authorizing advance payments. The STATE will consider the following factors in determining whether a hardship situation exists:

- Modest reserves and potential cash flow problems of the GRANTEE including the need for advance funding in order to initiate a project. A justification for advance payment may include

items such as the inability to pay for staff, supplies, administration expenses, and to secure contractors for Project work.

The following guidelines will be applied to advance payments:

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six month spending period will be billed for the return of the advanced funds to the STATE. The amount will be returned to the grant balance.
- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and reported as program income used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Urban and Community Forestry Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE

all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.

- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:

- i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include

information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and

Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.


2021/2022 Urban & Community Forestry Grants: Project Application Form

Fill out this form completely. Please note your Project Tracking Number and see the submittal instructions in your project application invitation letter. Failure to follow the instructions may disqualify a project application.

CAL FIRE Project Tracking Number: 21-UF-MGMT-012

Name of Organization City of San Fernando

Project Title City of San Fernando Urban Forest Management Project

Project Type Urban Forest Management Activities

Requested Grant \$ \$288,775.53

Matching \$ \$113,718.00

Total Project \$ \$402,493.53

Primary Source of Technical Advice ISA Certified Arborist

Explanation
(if required):

Professional's First Name Brian

Professional's Last Name Rekart

1. Applicant information - Eligible applicants include cities, counties, qualifying districts, or nonprofit organizations qualified under section 501(c)(3) of the Internal Revenue Code.

Type of Organization City

1A. Primary Project Contact information

First Name Matthew

Last Name Baumgardner

Email MBaumgardner@sfcity.org

Phone Number (818) 898-1237

Address 1 117 Macneil Street

Address 2

City San Fernando

County Los Angeles

State California

Zip Code 91340

1B. Secondary Project Contact information

First Name Kenneth

Last Name Jones

Email kjones@sfcity.org

Phone Number (818) 898-1240

Address 1 117 Macneil Street

Address 2

City San Fernando

County Los Angeles

State California

Zip Code 91340

1C. Correspondence Details: List any information needed for project contacts, invoicing, etc.

April 18, 2022 Regular CC Meeting

2. Partner information - List primary project partners or co-sponsors. Applicants must provide a letter of commitment from each partner organization that affirms their role in the project.

2A. Name of Organization 1 TreePeople

First Name Daniel

Last Name Berger

Partner Contact Title Director of Forestry and Urban Greening

Email dberger@treepeople.org

Phone Number (917) 602-2445

Comments

2B. Name of Organization 2 West Coast Arborists, Inc.

First Name Nicole

Last Name Angene

Partner Contact Title Service Representative

Email nangene@wca.com

Phone Number (714) 991-1900

Comments City tree care contractor.

2C. Additional Partners: list additional partner organizations with contact person, email address, and phone number.

The City will engage with local community organizations and stakeholders to gather management plan input, support urban forest expansion, participate in fruit tree distributions, and share the importance of trees with entities such as the Fernandeno-Tataviam Tribe and San Fernando High School.

3. Start of Grant Period: provide the estimated start of the grant project. The grant period will end on March 30, 2025. Final billing must be received within 30 days after the completion date.

Planned Project Start Date Apr 1, 2022

4A. AB 1550 - Disadvantaged and Low Income Communities. Check the boxes for AB 1550 criteria that the project will meet. At least one box in each step must be checked to qualify. Visit <https://ww2.arb.ca.gov/resources/documents/cqi-quantification-benefits-and-reporting-materials> to find the criteria tables for this grant program.

Step 1, Priority Populations: ☒ meets "1A" ☒ meets "1B" ☒ meets "1C" ☒ meets "1D"

Step 2, Address Needs: ☒ meets "2A" ☒ meets "2B" ☒ meets "2C" ☒ meets "2D"

Step 3, Provide Benefits: ☒ meets "3A" ☒ meets "3B" ☒ meets "3C" ☒ meets "3D" ☒ meets "3E"

Provide any necessary discussion:

Through management activities and urban forest expansion in a greatly underserved community, this project meets all of the above.

4B. Census tracts: list census tracts for the project that will meet AB 1550 criteria from the *Grant Guidelines*. Census tracts should be listed using the 10 digit number found for each tract on the map(s) at <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>

Both Low Income (AB 1550) and Disadvantaged (CalEnviroScreen): 6037320201, 6037104201
Low Income adjacent (1/2 mile) to Disadvantaged: 6037320202, 6037320100, 6037320300

April 18, 2022 Regular CC Meeting

5. GHG Methodology: Fill in the GHG calculated amounts below if applicable. Describe the assumptions used to quantify GHG reductions using the ARB Quantification Methodology as required in the grant guidelines and found at: <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/quantification.htm>. You are required to attach proof that the ARB specified quantification methodology was followed when claiming GHG reductions.

5A. Estimated carbon stored (MT CO₂e)	1,735
5B. Estimated avoided emissions (MT CO₂e)	361
5C. Estimated project emissions (MT CO₂e)	105
5D Net GHG benefit (MT CO₂e). (5A + 5B) - 5C =	1,992

We followed the CARB Methodology for the CAL FIRE Urban and Community Forestry: Tree Planting using i-Tree Planting. The values in 5A-5D are from the GHG Summary table after inputting i-Tree Planting Results into the CAL FIRE provided quantification spreadsheet file. GHG calculations were done for 750 trees that will be planted in the City of San Fernando. We followed the California Air Resources Board Quantification Methodology for the Department of Forestry & Fire Protection (CAL FIRE) Urban and Community Forestry Program. We used the methodology for project type: Tree Planting using i-Tree Planting.

The i-Tree Planting Tool was used to quantify benefits with the following assumptions:

Location: City of San Fernando

Electricity Emission Factor: 227.9 kg

Fuel Emission Factor: 53.1 kg

Years of Project: 38

Tree Mortality: 0

1.5 DBH - DBH of a 15 gallon size tree and 0.75 DBH - DBH of a 5 gallon size fruit tree.

Distance to Nearest Building(?) in feet: 20-39 as it is assumed these trees will be a mix of street and park locations.

Trees are Northeast of buildings as an average. Final locations are TBD.

Vintage: Built 1950-1980 due to urban development in the area.

Climate Controls: Heat & A/C

Condition: Excellent

Exposure to Sunlight: Full Sun

During the grant period, GHG quantification will be representative of the exact tree planting location.

As the project manager, TreePeople will conduct GHG tracking and reporting. TreePeople is experienced in conducting tree benefit quantification for various grant projects utilizing i-Tree. Furthermore, as the project manager that oversees tree planting, TreePeople will already be recording all tree plantings. This will ensure continuity between fieldwork and project reporting. TreePeople will conduct GHG and MDCA reporting on a quarterly basis, assuming trees were planted during a given quarter. TreePeople will use i-Tree Planting to quantify GHG benefits.

6. Narrative. In the sections below, please follow the prompts and provide all relevant information for the project.

6A. Background. Describe the situation in the project area(s) and problems in the project area(s) that need attention.

Over the past several years, San Fernando has become a model for how disadvantaged communities can address environmental justice and climate threats through nature based solutions such as urban greening. Through strong leadership and partnerships, several projects have been initiated to improve local environmental health, plan for the impacts of climate change and provide educational opportunities. The community-driven model of the projects has resulted in widespread support and participation.

The City is a tight-knit working-class community made up primarily of a Latinx population (93%). The community is defined as low-income (LIC) as defined by AB 1550 with approximately 18% of the population living below the federal poverty level, exceeding the state average. Per CalEnviroScreen 3.0, the City is a disadvantaged community, being in the 91st percentile for exposure to environmental health hazards such as toxic sites and poor air quality. This is largely in part because of the three freeways (Interstate 5, Interstate 210, and State Route 118) and industrial zones.

The City is also ground-zero for extreme heat, experiencing an average of 54 extreme heat days per year (95°F+). If today's GHGs and heat impacts are not curtailed, that number is expected to grow to 92 days by 2050. San Fernando has a large percentage of impermeable surface (73%) and sits atop one of the region's most vital aquifers, whose long-term viability is threatened by climate change.

The City aims to reach 33% tree canopy over the next several years in partnership with TreePeople and the public agencies that have supported urban forest expansion efforts such as CAL FIRE and the Ca Coastal Conservancy. The community rallied behind these efforts and hundreds of volunteers trained by TreePeople have planted over 500 trees. The City has demonstrated commitment and success across urban greening efforts. Given the significant investment in its urban forest and exceptional community support, the city council adopted a strategic goal to develop an Urban Forest Management Plan (UFMP). The UFMP will provide essential guidance to maintain a healthy urban forest. The City's most recent tree inventory identified nearly 2,500 vacant tree planting locations but an updated assessment is needed.

6B. Project Objectives - What are the objectives of the proposed project? How do they address the situations and problems identified in the background section?

The objectives of this project are as follows:

- Develop a robust understanding of the state of the City's urban forest in order to produce an Urban Forest Management Plan (UFMP) that will improve the immediate and long-term management of the urban forest. The City will conduct a thorough urban forest assessment that includes a canopy assessment, physical tree inventory, and community input to identify the state of the urban forest. The tree inventory and canopy assessment will be instrumental in steering the recommendations and maintenance plans within the UFMP. Additionally, tree inventory and canopy assessment support the community engagement and feedback component. Both assessments will be summarized to support the community education and engagement process that will contribute to the UFMP recommendations.

- Provide the City with a comprehensive, functional UFMP to guide the community and city's urban forest efforts. The City will develop and adopt their first ever UFMP. The UFMP will be the City's guiding document to ensure that the benefits of a healthy urban forest are available to the community. A main goal of the UFMP will be to increase citywide canopy cover in order to maximize urban cooling, stormwater mitigation, air pollution mitigation, and improve beautification. Other city policies that relate to urban forestry will be reviewed and updated to guarantee urban forest management continuity.

- Implement the UFMP during the project term through the planting of 450 public trees. After the UFMP is complete, the City will implement a community tree planting program. Tree planting sites and species will be guided by the recently completed UFMP. The planting will be guided through a community-based approach done in partnership with TreePeople.

- Support an authentic community education and engagement process. Throughout the UFMP and tree planting processes we will educate the community on this grant's activities, tree care, and urban forest management. We will work with schools, community groups, and local businesses to address community stakeholders. We will host a series of educational workshops, attend city meetings, and host public tree planting events. All of our outreach done at the various events will be used as an opportunity to educate the community on urban forestry. Additionally, this project will leverage funds the community has received for fruit tree distributions to generate greater community participation.

6C. Scope of Work - Describe the approach to be used, the design (methods), and implementation of the project. Include who will be involved with specific tasks and justify why the approach, methods and implementation is the most effective way to accomplish the objectives. Include a description of project sign contents and their locations. *(continued on next page)*

The City will partner with TreePeople, West Coast Arborists, Inc. (WCA), and various community stakeholders to successfully conduct this project. The project will need minimal preparation as all entities have working relationships, allowing for the timely start of the project. The community will also be heavily involved in the project through education, feedback, and volunteerism.

TreePeople will perform project management, provide coordination, community engagement, develop the Urban Forest Management Plan (UFMP), and lead the subsequent tree planting activities. TreePeople will utilize their experience in urban forestry and in the San Fernando community to ensure the project delivers on its goals. TreePeople will support the City as it navigates through this grant project and institutes long-term improvements to its urban forest.

The City will contract the completion of a citywide tree inventory to WCA. WCA will complete the inventory according to ISA and CAL FIRE standards for data collection. WCA will utilize an ISA Certified Arborist to inventory all public trees in the city including streets, medians, parks, right of ways, and public facilities. Inventory collection per tree site will include species, type of site, tree condition, recommendations, height, and diameter at shoulder height. Vacant sites will also be cataloged in an effort to identify suitable tree planting locations. Following its completion, the inventory will be provided to the City in a GIS, web-based platform (ArborAccess) to ensure functionally as an ongoing management tool.

In addition to an updated inventory, TreePeople will conduct a tree canopy cover assessment of the city. A canopy cover assessment will play an important role to understand current trends in the urban forest and prioritize planting areas. Their tree canopy cover assessments will provide high level insights that will serve as an educational tool and guide the recommendations of the UFMP.

TreePeople will conduct robust community outreach, education, and surveying by using the results of the tree inventory and canopy assessment. Prior to the project starting, the city will ensure the community is aware through public notices. Following the completion of the inventory and tree canopy mapping, their summarization will provide the public with insights about their community that have never been developed. TreePeople will synthesize this information into public facing material and educational programming that is culturally relevant and meaningful to the public (see other deliverables). These new insights will provide a stronger framework for conducting education around urban forestry, tree benefits, tree care, pathways in urban forestry, and related environmental issues. To ensure robust community outreach and education is conducted, the City and TreePeople will host three community workshops that provide an educational program on urban forestry in the City of San Fernando. The workshops will take place at various locations and times to accommodate participation by all residents. Workshops will take place in tandem with fruit tree distributions to ensure widespread community participation. Residents will be provided instructions for their fruit tree planting and be required to provide planting information to allow for proper reporting on the MDCA.

The City anticipates additional outreach and educational opportunities to take place during other city events, TreePeople events and virtually. Throughout this entire process we will be administering an urban forestry survey to the community. The survey will be used to understand the community's urban forest priorities. The survey will gauge the communities current understanding of trees and urban forestry, and identify their vision for their urban forest. The survey will be prefaced by a summary of the current city inventory and the tree canopy cover assessment. Survey results will support the development of the UFMP.

The inventory data, canopy assessment and community survey will provide the necessary input for the UFMP. After the assessments, the UFMP development will begin. TreePeople will develop the UFMP with guidance from the City. City staff and TreePeople will meet on a monthly to biweekly basis during the creation of the UFMP to ensure alignment with city goals, resources and measures. The management plan will follow ISA and urban forestry best management practices. The UFMP will at minimum include a shared vision for the urban forest, an inventory assessment, quantified urban forest benefits, strategic plans, routine maintenance procedures, a street tree planting plan (recommended tree species), and evaluation tools. Critical to successful urban forest management, tree maintenance procedures will follow ISA best practices and align with city needs as it relates to tree planting, trimming, removing, treatments and assessment.

6C. Scope of Work - Continued from previous page

Using TreePeople's CAL FIRE funded research on Community-Based Social Marketing that was pioneered in San Fernando, TreePeople will ensure the UFMP is a functional tool for community engagement and education. The guidance included in the UFMP will be based on the community's priorities and understanding of urban forestry. The UFMP will include methods for the City to best engage with the community and provide programmatic materials for the City to use to communicate trees, their urban forest and best practices.

A draft version of the UFMP will be presented to City Council, residents, and stakeholders for review. Following the feedback, TreePeople will conduct the necessary revisions until it is deemed completed by city officials. Once this process is complete, the City Council will adopt the UFMP. Once the UFMP is approved, the city will review ordinances and policy documents will be reviewed for continuity.

Following the adoption of the UFMP, the City and TreePeople will conduct the planting of street trees. Tree planting locations and species will be guided by the priorities and specifications outlined in the UFMP, which will be heavily informed by community input. TreePeople will utilize its community-based volunteer model to commit residents to water trees and host volunteer tree plantings and care events. This model has been successful in existing tree planting efforts in the city. To ensure trees are planted in a timely manner that allows for cohesive tree care activities, a portion of the trees will be planted by City staff. TreePeople and the City will conduct young tree care to support the tree's establishment. Trees planted will be updated in the City's recently completed inventory to ensure they are managed in the long-term.

6D. Project Time Line - Provide a general project time line. Do not list specific dates or months due to uncertainty in when projects may begin. Plan on projects ending no later than March 30, 2025.

Q1-Q3: Assess the state of the urban forest. This will consist of a citywide inventory update and a canopy assessment.
 Q4-Q5: Conduct community wide education and survey gathering, consisting of multiple workshops and materials development.
 Q6-Q9: Develop UFMP. Council review and public feedback will be extensively integrated into this process.
 Q10-Q11: Tree planting component implemented and concluded. Tree conducted from time of planting through March, 2025.
 Quarters are numbered based on the beginning of the project. They are not indicative of an annual or fiscal quarter system.

6E. Tree Information (if applicable) - Provide the following information about any trees or plants to be planted as part of the grant project. Include information even if the trees or plants are not to be funded by CAL FIRE.

Species List - Provide a list of the tree and plant species for this grant project. Include common name, Genus, and species. Include the approximate number of each species to be used. List minimum planting stock size for each species.

Tree numbers & species are subject to change (for similar species size & characteristics) based on availability and UFMP outcomes.

50 #15 Quercus agrifolia
 50 #15 Pinus canariensis
 50 #15 Afrocarpus falcatus
 50 #15 Arbutus 'Marina'
 50 #15 Chitalpa tashkentensis
 50 #15 Parkinsonia 'Desert Museum'
 50 #15 Geijera parviflora
 50 #15 Pistacia 'Red Push'
 50 #15 Cassia leptophylla
 50 #5 Punica granatum
 50 #5 Citrus sinensis
 100 #5 Citrus aurantifolia
 100 #5 Citrus limon

Total Project Trees: 750

Total CAL FIRE Funded: 250

6F. Long Term Tree Care/Maintenance. Describe below what entity will be responsible for long term tree care. A letter of participation should be submitted by this entity if it is different from the applying entity. If it is individuals, detail the commitment process to be used.

The City will be responsible for the long-term maintenance of the tree's planted, following the completion of TreePeople's establishment care. All trees planted will be inventoried and added into the ArborAccess tree inventory system. Thereafter, trees will be incorporated into the City's routine maintenance plans for inspections, trimming and supplemental care.

6G. Other deliverables. List all other project deliverables and quantities to be funded by CAL FIRE, as well as overall project totals.

- Summary of San Fernando's urban forest: TreePeople will synthesize the tree inventory and tree canopy information into public facing material and educational programming that is culturally relevant and meaningful to the public. This information will include points such as the number of trees, top species, areas of improvement, quantified tree benefits (via iTree-Eco), and next steps now that the assessment has been completed. This information will potentially come in the form of presentations, brochures, flyers, virtual content media, and city resources.

- Urban forest survey and its results: As a part of this project, the City and TreePeople will administer a community-wide survey to gather the communities priorities for the urban forest. The survey will help the City better understand the community's current perspectives, understanding, and long-term goals for the urban forest. These results will be crucial for the development of the UFMP and will determine how the City communicates urban forestry to the community.

7. Budget Information

7A. Budget Detail - Provide a specific budget for work to be done. The budget should be based on bid quotes and/or estimates from vendors or on actual costs that will be incurred. The line items listed should be specific enough to adequately describe project expenses. Use the Excel format CAL FIRE has provided for your budget, and follow the guidance in the *Grant Guidelines*. You should note that applicants, if successful in being awarded a grant, will have to follow this budget and will only have the opportunity for minor budget adjustments. The total grant award amount for the project can not be increased later.

7B. Explanation of Budget and Costs - Describe the basis for the budget amounts listed above. Applicants will be expected to adhere to this budget.

A. Salaries and Wages \$ 86,718.00 (match)

City staff time public works staff time for community services support, communication and outreach to city residents. \$75/hour x 400 hours \$ 30,000.00

Volunteer time volunteer and public feedback on master plan, workshop attendance, arbor day tree planting events, etc. \$31.51/hour x 1800 hours \$ 56,718.00

C. Contractual \$ 250,975.53

West Coast Arborist Updated tree inventory - field data collection done to inventory GPS locations with attributes \$5/site x 3,000 sites \$ 15,000.00

TreePeople project management, UFMP development, tree planting labor & volunteer coordination, scheduling events, coordinating volunteers, grant reporting, GHG calcs, setting up community meetings, etc. (see additional table in the budget for detail) \$ 235,975.53

E. Supplies \$ 48,000.00

Grant funded trees 250 #15 trees @ \$55/tree 13,750.00

Replacement Trees 25 #15 trees @ \$55/tree 1,375.00

Tree Stakes 500 @ \$7.50/tree 3,750.00

Tree Ties 1000 @ \$1.25/tie 1,250.00

Arbor Guards 250 @ \$3.50/guard 875.00

Fruit Trees Distribution (Arbor Day Foundation and Max Factor) Fruit trees will be provided by the Arbor Day Foundation and Max Factor Family Foundation 300 fruit trees @ \$30/tree \$ 9,000.00

Match trees provided by Republic Trees provided by Republic Services, to be planted by City 200 #15 trees and supplies @ \$85/tree \$ 17,000.00

Volunteer supplies (TreePeople): Shovels, buckets, and other volunteer supplies lump sum \$ 1,000.00

G. Outreach/Education \$ 4,100.00

Educational material and incentives - Workshop materials, printed educational material related to the management plan and tree planting activities (lump sum) \$ 3,500.00

Project Signage 2 @ \$300 each 600.00

H. Other \$ 12,700.00

Enhanced maintenance funds (after the project period) Establishment costs to ensure volunteer planted trees survive (TreePeople) \$ 12,700.00

The City of San Fernando is committing to exceeding the 25% match value even though eligible for a waiver to demonstrate its commitment to the project.

7C. Matching Funds - List other non-GGRF funding sources, that will meet grant matching requirements.

Source 1	City of San Fernando staff time	Amount	\$30,000.00
Description	Various city staff personnel time for community services support, communication, management plan development, tree planting, and outreach to city residents.		
Source 2	Volunteer time	Amount	\$56,718.00
Description	Volunteer and public feedback on master plan, workshop attendance, tree planting and care activities.		
Source 3	Arbor Day Foundation - Environmental Justice Grant	Amount	\$4,500.00
Description	Grant award to fund the distribution of 150 fruit trees to the community.		
Source 4	Max Factor Family Foundation	Amount	\$4,500.00
Description	Grant award to fund the distribution of 150 fruit trees to the community.		
Matching funds comments	Match will also be provided by trees provided to the City by Republic Services to be planted by the City. Additional matching funds will come from supplies and resources leveraged from TreePeople to conduct urban forest expansion activities.		

8. Project Co-Benefits - What co-benefits will the project have? Check the boxes below for the applicable co-benefits, then describe and/or quantify them. Describe how the project will achieve the co-benefits.

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Stormwater reduction | <input checked="" type="checkbox"/> Improved public health | <input checked="" type="checkbox"/> Jobs created (use ARB tool) |
| <input checked="" type="checkbox"/> Improved water quality | <input checked="" type="checkbox"/> Enhanced active transportation | <input checked="" type="checkbox"/> Job training conducted |
| <input checked="" type="checkbox"/> Improved air quality | <input checked="" type="checkbox"/> Reduced vehicle miles travelled | <input checked="" type="checkbox"/> Community outreach conducted |
| <input checked="" type="checkbox"/> Energy savings | <input type="checkbox"/> Vacant lot(s) acquired | <input checked="" type="checkbox"/> Education tools/media produced |
| <input type="checkbox"/> Biomass diverted from landfill | <input checked="" type="checkbox"/> Improved urban forest management | <input checked="" type="checkbox"/> Other co-benefits |

Quantified co-benefits related to stormwater reduction, air quality, and energy use will result from the trees planted. Preliminary estimates indicate the following quantifiable co-benefits:

PM2.5 emission reductions (lb) 110
 NOx emission reductions (lb) 2,021
 ROG emission reductions (lb) 15
 Energy Use Reductions (kWh) 747,232
 Energy Use Reductions (therms) 35,992

-The tree planting and improvement of the urban forest from the UFMP will contribute to significant reductions in mitigating the local urban heat island effect.

- The planting and long-term urban forest planning from this project will promote the use of active transportation through strategic canopy expansion, which is currently and unintentionally discouraged due to low canopy cover and limited related green infrastructure.

8. Project Co-Benefits - continued from previous page.

- Per the CARB Jobs tool calculator, this project will support 4 full-time individuals. Additionally, the figures don't include the workforce opportunities that may be implicitly supported throughout the grant period through the use of additional vendors and potential community volunteers.
- The development and use of a UFMP and tree inventory will greatly support the management of the city's urban forest. The city will better understand the health of their urban forest and be able to conduct better planning, budgeting, and maintenance. Improved urban forest management through the City's adoption of a formal plan and explicit guidelines will drive the long-term care of their urban forest.
- Educational materials will be created and educational events will be held during the management plan process and subsequent tree planting activities, as further detailed in Other Deliverables above.
- City staff will be trained on urban forest management planning in accordance with industry standards with the goal to obtain relevant certifications where feasible.

9. Certifications & Forms- The following certifications must be filled out and signed by the appropriate person.**9A. Certification of Party Responsible For Establishment Care**

I, Appropriate representative Matthew Baumgardner
Appropriate agency City of San Fernando
 certify that the City of San Fernando
 will provide or be responsible for 100% of the maintenance for a minimum of 3 years after the end of the grant period in accordance with ANSI A-300 tree care standards, the accompanying ISA Best Management Practices and the standards outlined in the grant agreement and/or grant attachments with the California Department of Forestry and Fire Protection.

Signature Date December 6, 2021Title Director of Public WorksPhone Number 818-898-1237**9B. Statement of Compliance With All Applicable Laws (all projects must fill out and sign)**

I, Appropriate representative Matthew Baumgardner
 certify that the Appropriate agency City of San Fernando
 will abide by all applicable federal, state, and local laws, ordinances, regulations and policies in carrying out this State bond-funded project. Failure to do so will lead to cancellation of the grant award.

Signature Date December 6, 2021Title Director of Public WorksPhone Number 818-898-1237

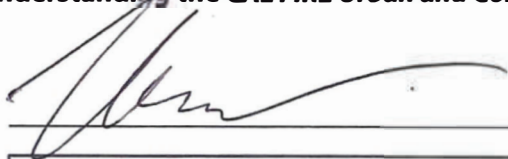
9C. Checklist of Necessary Forms To Be Completed. Some may not be applicable to your project.

- | | |
|---|---|
| <input checked="" type="checkbox"/> CAL FIRE Urban Forestry Program Environmental Checklist | <input checked="" type="checkbox"/> State of California Non-Discrimination Compliance (Std. 19) |
| <input checked="" type="checkbox"/> Proof of AB 1550 community designation documentation. | <input checked="" type="checkbox"/> State of California Drug-Free Workplace Certification (Std. 21) |
| <input checked="" type="checkbox"/> Representative project area maps with AB 1550 information | <input checked="" type="checkbox"/> State of California Payee Data Record (Std. 204) |
| <input checked="" type="checkbox"/> Governing Body Resolution (must follow sample format) | <input checked="" type="checkbox"/> Signed letters of participation from listed partners |
| <input checked="" type="checkbox"/> Documentation of support (AB 1550 Step 2C) | <input checked="" type="checkbox"/> Project sign schematic |
| <input checked="" type="checkbox"/> 5-10 representative site photos | <input checked="" type="checkbox"/> Proof that ARB quantification methodology was followed |
| <input checked="" type="checkbox"/> Urban and Community Forestry Project Budget | <input checked="" type="checkbox"/> Jobs information using ARB methodology (if applicable) |

☐ Other:
List other
attachments:

SIGNATURE: The authorized primary project contact for the applying organization must sign below. This must be the person, or person holding the position, that is mentioned in the required governing body resolution, and the same person or position signing all of the other required forms. The signature indicates that, to the best of the signer's knowledge, all of the information provided in this application and all attached required forms and documents are true, accurate, and correct. The signer also acknowledges reading and understanding the *CAL FIRE Urban and Community Forestry Grant Guidelines for 2021/2022*.

Signature



Printed Name Matthew Baumgardner

Title Director of Public Works

Date December 6, 2021

Thank you for submitting your application as directed in the invitation letter.

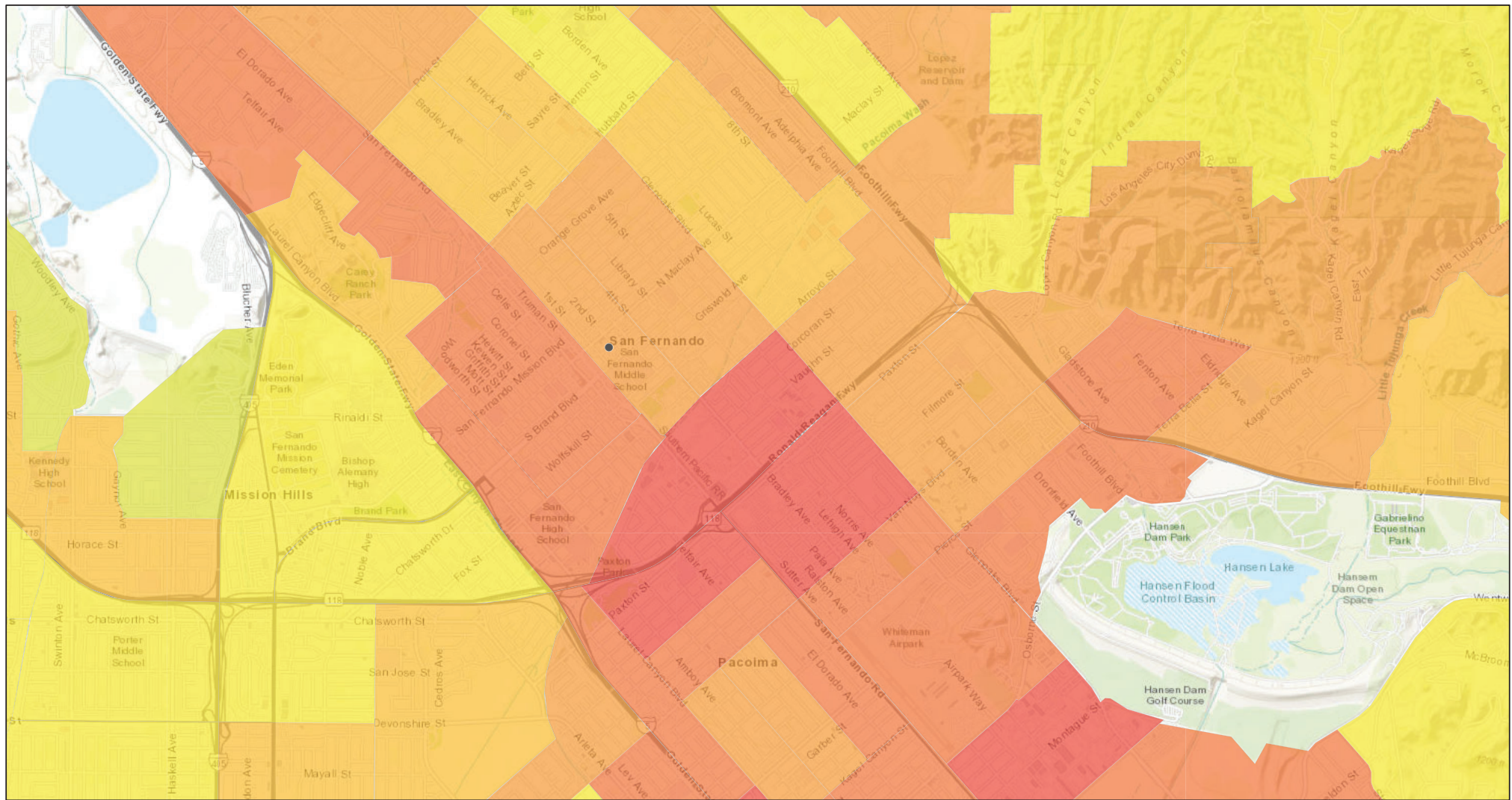
CAL FIRE Urban & Community Forestry Program

CAL FIRE Urban & Community Forestry Project Application City of San Fernando

Budget Item	Description	Cost Basis	CAL FIRE Grant Share	Match	Total
A. Salaries and Wages			\$ -	\$ 86,718.00	\$ 86,718.00
City staff time	Various city staff personnel time for community services support, communication, management plan development, tree planting, and outreach to city residents.	\$75/hour x 400 hours		\$ 30,000.00	\$ 30,000.00
Volunteer time	Volunteer and public feedback on master plan, workshop attendance, tree planting and care activities.	\$31.51/hour x 1800 hours		\$ 56,718.00	\$ 56,718.00
					\$ -
					\$ -
B. Employee Benefits			\$ -	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
C. Contractual			\$ 250,975.53	\$ -	\$ 250,975.53
West Coast Arborist	Updated Survey/inventory - field data collection done to inventory GPS locations with attributes	\$5/site x 3,000 sites	\$ 15,000.00		\$ 15,000.00
TreePeople	project management, UFMF development, tree planting labor & volunteer coordination, scheduling events, coordinating volunteers, grant reporting, GHG calcs, setting up community meetings, etc.	(see additional table)	\$ 235,975.53		\$ 235,975.53
					\$ -
					\$ -
D. Travel			\$ -	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
E. Supplies			\$ 21,000.00	\$ 27,000.00	\$ 48,000.00
Grant funded trees		250 #15 trees @ \$55/tree	13,750.00		\$ 13,750.00
Replacement Trees		25 #15 trees @ \$55/tree	1,375.00		\$ 1,375.00
Tree Stakes		500 @ \$7.50/tree	3,750.00		\$ 3,750.00
Tree Ties		1000 @ \$1.25/tie	1,250.00		\$ 1,250.00
Arbor Guards		250 @ \$3.50/guard	875.00		\$ 875.00
Fruit Trees Distribution (Arbor Day Foundation and Max Factor Family Foundation)	Fruit trees will be provided by the Arbor Day Foundation and Max Factor Family Foundation	300 fruit trees @ \$30/tree		\$ 9,000.00	\$ 9,000.00
Match trees provided by Republic	Trees provided by Republic Services, to be planted by City	200 #15 trees and supplies @ \$85/tree		\$ 17,000.00	\$ 17,000.00
Volunteer supplies (TreePeople): Shovels, buckets, and other volunteer supplies		lump sum		\$ 1,000.00	\$ 1,000.00
F. Equipment			\$ -	\$ -	\$ -
G. Outreach/Education			\$ 4,100.00		\$ 3,500.00
Educational material and incentives	Workshop materials, printed educational material related to the management plan and tree planting activities	lump sum	\$ 3,500.00		\$ 3,500.00
Project Signage		2 @ \$300 each	600.00		\$ -
					\$ -
H. Other			\$ 12,700.00	\$ -	\$ 12,700.00
Enhanced maintenance funds (after the project period)	Establishment costs to ensure volunteer planted trees survive (TreePeople)	lump sum	\$ 12,700.00		\$ 12,700.00
					\$ -
					\$ -
					\$ -
TOTAL DIRECT COSTS			\$ 288,775.53	\$ 113,718.00	\$ 402,493.53
INDIRECT COSTS			\$ -		\$ -
TOTAL PROJECT COSTS			\$ 288,775.53	\$ 113,718.00	\$ 402,493.53
LESS Program Income			\$ -		\$ -
TOTAL GRANT PROPOSED COSTS			\$ 288,775.53	\$ 113,718.00	\$ 402,493.53
			71.75%	28.25%	100.00%

TreePeople Contractual Costs*	Description	Rate	Hours	Total
Regional Manager	tree planting component implementation	\$42.00	850	\$35,700.00
Regional Coordinator	tree planting component implementation	\$32.00	850	\$27,200.00
Urban Forester(s)	tree planting component implementation	\$28.00	800	\$22,400.00
Urban Forester(s)	tree care establishment	\$28.00	1,100	\$30,800.00
Director Forestry	project oversight and coordination	\$70.00	40	\$2,800.00
Community Organizer	community outreach and engagement	\$28.00	800	\$22,400.00
Project Manager	UFMP development and coordination	\$35.00	500	\$17,500.00
Policy and Research Associate	UFMP development and coordination	\$35.00	300	\$10,500.00
Principal Scientist	UFMP development and coordination	\$50.00	100	\$5,000.00
Contract Compliance	Financial reporting and invoicing	\$35.00	60	\$2,100.00
Snr Mgr Community Organizing	community outreach and engagement	\$42.00	100	\$4,200.00
Director Community & Education	project oversight and coordination	\$60.00	40	\$2,400.00
Graphic Designer	material development and design	\$35.00	80	\$2,800.00
Mileage	Travel for events, community meetings, and other project activities	500 miles x \$0.575/mile		\$288.00
Supplies	Laptop and Warranty	1 @ \$1,515 each		\$1,515.00
Flatbed Truck (Caltrans Code 12-20)	tree planting support	120 hours x \$36.92/hour		\$4,430.40
Truck Rental (Caltrans Equipment Code 06-12)	tree care	624 hours x \$28.46/hour		\$17,759.04
Volunteer event supplies	Shovels, watering buckets, canopy			\$900.00
overhead 12%				\$25,283.09
				\$235,975.53
*Personnel rates include employee benefits at approximately 20%				

CalEnviroScreen 3.0 Results (June 2018 Update) - San Fernando

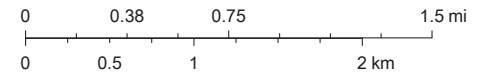


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CalEnviroScreen 3.0 Results (June 2018 Update)



1:36,112



County of Los Angeles, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, MET/NASA, EPA, USDA

RESOLUTION NO. 8141

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 REGARDING STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR FUNDING RELATED TO CITY OF SAN FERNANDO URBAN FOREST MANAGEMENT PLAN PROJECT

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:

Urban and Community Forestry Grant: URBAN FOREST MANAGEMENT PLAN PROJECT

Increase in Revenues	\$288,775.53
Account No. 110-3686-XXXX	

Increase in Expenditures	\$288,775.53
Account No. 110-310-XXXX--4270	

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 18th day of April, 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. 8141 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 April, 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 18th day of April, 2022.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Kanika Kith, Director of Community Development

Date: April 18, 2022

Subject: A Public Hearing to Consider Adopting an Ordinance adding Chapter 24 to the San Fernando Municipal Code to Prohibit Smoking in Multi-Unit Housing

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a public hearing; and
- b. Pending public input, introduce for first reading, in title only, and waive further reading of Ordinance No. 1710 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California, adding Chapter 24 to the San Fernando Municipal Code to prohibit smoking in multi-unit housing."

BACKGROUND:

1. On May 25, 2021, then Mayor Ballin requested to agendaize an item to a future meeting regarding a presentation by Pueblo y Salud (PyS) about the benefits associated with a smoke-free housing policy.
2. On September 3, 2021, PyS attended the Green City/Street and Parkway Tree Ad Hoc Committee meeting and presented information regarding the organization's background and purpose, including, but not limited to, assisting cities with recommendations on steps towards enacting tobacco policies relating to Smoke-Free Multi-Unit Housing.
3. On September 20, 2021, the City Council received a presentation from PyS regarding information on educating communities regarding civic participation, public health, culture, and drug, alcohol and tobacco prevention services and discussed a proposed smoke-free multi-unit housing policy. After a robust discussion, the City Council continued the discussion to the first City Council meeting in November 2021 and directed staff to send out notices to residents and owners of multi-unit housing properties in the City notifying them of the upcoming agenda item.

A Public Hearing to Consider Adopting an Ordinance adding Chapter 24 to the San Fernando Municipal Code to Prohibit Smoking in Multi-Unit Housing

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4. On October 25, 2021, staff mailed approximately 800 notices to residents and owners of multi-unit housing properties in the City.
5. On November 2021, a Smoke-Free Multi-Unit Housing Model Ordinance was presented to the City Council for discussion. The City Council expressed interest in reviewing a draft ordinance that balances the needs of protecting the health of non-smokers with the needs of individuals who smoke due to recreational uses, addiction, or otherwise.
6. On March 7, 2022, the City Council reviewed a draft Smoke-Free Multi-Unit Housing Ordinance that was tailored to address the concerns received at prior meetings, and the City Council provided direction to staff to finalize the ordinance for City Council's consideration for adoption.

ANALYSIS:

To protect and promote the public health, the City currently regulates smoking in accordance with state and local regulations. State law prohibits smoking on public school property and in vehicles with minors.

Existing Smoking Regulations.

City of San Fernando Municipal Code, Chapter 23 – OUTDOOR SMOKING REGULATIONS, prohibits all forms of vaping, smoking and the use of tobacco products in the following unenclosed places within the City:

- (1) Recreational areas (e.g., streets, sidewalks, parks, picnic areas, playgrounds, sports fields, walking paths, gardens, hiking trails, bike paths, and swimming pools);
- (2) Service areas (e.g., areas including or adjacent to information kiosks, ATMs, ticket lines, bus stops or shelters, mobile vendor lines, or cab stands);
- (3) Dining areas (e.g., any area accessible by the public, including streets and sidewalks, that is designed, established, or regularly used for consuming food or drink);
- (4) Places of employment (e.g., any area under the control of an employer, that an employee or the general public may have cause to enter in the normal course of the operations); and
- (5) Other public places, when being used for a public event, including but not limited to a farmers' market, parade, craft fair, festival, or any other event which may be attended by the general public.

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Smoking is not currently prohibited on private residential property. For tenants and owners of multi-unit housing, such as apartments and common interest communities, tobacco smoke from a neighboring unit that infiltrates their homes can pose a daily problem. As a result, many local governments have taken proactive steps to prevent or eliminate secondhand smoke from infiltrating living spaces. Attachment “B” includes a list of California cities that have adopted smoke-free multi-unit housing ordinances.

November 1, 2021 City Council Meeting Summary.

The City currently does not have an ordinance that regulates smoking in multi-unit housing. At their November 1, 2021 meeting, the City Council expressed an interest in reviewing a draft ordinance that would balance public health needs with the needs of individuals who smoke due to recreational uses, addiction, or otherwise. Two public comments were also received during the meeting. One public comment was from a landlord who was concerned about landlord’s responsibility for implementing the ordinance for a smoke free environment. The second public comment was from a resident who agreed with the effort but was concerned about telling people what to do in their own home, and about the potential impacts to existing smoking tenants.

The City Council expressed concerns regarding the applicability, enforcement, and effectiveness of such a smoke-free multi-unit housing ordinance. Concerns were discussed about the addictive nature of smoking and the possible abuse of a smoke-free housing ordinance by property owners to evict non-compliant tenants. Other concerns were associated with the day-to-day enforcement of the proposed regulations.

The City Council requested that the draft ordinance address the following:

- Regulate the appropriate type of multi-unit housing;
- Require all new units and new leases to be non-smoking without a phase-in period;
- Include a phase-in period of no less than one year for existing tenants;
- Include an outdoor Designated Smoking Area within the housing complex;
- Identify who will enforce the ordinance (landlord or the City);
- Discourage eviction for existing smoking tenants; and
- Require landlords to provide educational materials to tenants.

The City Council directed staff to provide information on these areas and return for additional discussion and direction.

March 7, 2022 City Council Meeting Summary.

On March 7, 2022, a draft ordinance tailored to address the comments received from the November 2021 meeting was presented to the City Council for discussion. The City Council expressed support of the draft ordinance and requested the following changes:

1. Add a language to discourage the use of the ordinance for eviction.
2. Extend the phase-in period for prohibiting smoking at existing units to be longer than one (1) year.

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3. Establish a phase-out period for removal of outdoor designated smoking area to be five (5) years.
4. Work with a local non-profit organization to conduct educational outreach to landlords.

Review of Other Cities' Smoke-Free Ordinances.

A list of California cities (Attachment "B") that have adopted smoke-free multi-unit housing ordinances shows that 20 municipalities partially restrict smoking in multi-unit housing. Each jurisdiction tailored its smoke-free ordinance to reflect the needs of its community. For example, some jurisdictions allow one designated smoking area on each property that meets certain specified size and placement standards. A brief summary of regulations from a few cities are included as Attachment "C."

Designated Smoking Area.

Standards for Designated Smoking Areas (DSA) in other jurisdictions typically include the following:

- Must be an unenclosed area;
- Must be as far as possible, or at least 25-feet away, from any indoor area, doorway, window, opening, ductwork or vents, and play area;
- Be marked with signs;
- Have a marked perimeter;
- Be as small of an area as practically possible; and
- May require smoker waste receptacles (such as ash urns, smokers' poles, or outdoor ashtrays) to ensure safe disposal of cigarettes.

Enforcement.

Enforcement provisions adopted by other cities are tailored to their specific needs. For example, some cities rely on code enforcement officers for day-to-day enforcement. Other cities rely on private citizen enforcement of the ordinance. This enables residents and property owners to maintain a smoke-free environment and minimizes impact on the City's staff, budget, and resources.

Educational Resources.

Many cities provide educational materials about smoking hazards, and resources for people who will be affected by the ordinance and might seek help to quit smoking. Such resources may include phone numbers (hotlines), fact sheets, or other general information on the City's website and as printouts in City Hall or elsewhere.

Proposed Ordinance.

The proposed ordinance (Attachment "A"), Smoke-Free Multi-Unit Housing Ordinance, would be applicable to properties with two or more units with specific regulations defining allowable smoking areas for attached units (e.g., duplexes, apartments, etc.) versus detached units (e.g.,

A Public Hearing to Consider Adopting an Ordinance adding Chapter 24 to the San Fernando Municipal Code to Prohibit Smoking in Multi-Unit Housing

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detached townhomes). The proposed ordinance would ban smoking in all new construction and new leases in attached units, establish a phase-in period for no smoking in all existing attached units and creation of an outdoor designated smoking area, and a phase-out period for removal of an outdoor designated smoking area.

The proposed ordinance includes regulations to address concerns expressed by the City Council, as follows:

1. *Where to Restrict/Allow Smoking.* The strongest approach from a public health standpoint is to prohibit smoking anywhere on the premises. However, the City Council expressed concerns about balancing the needs of protecting the health of those who do not smoke with the needs of those who do smoke. The City Council also indicated that single-family homes with accessory dwelling units should not be treated in the same manner as an apartment building.

Therefore, the proposed ordinance defines two categories of multi-unit housing types (attached and detached) and regulates smoking activities based on the character of the housing type. The proposed ordinance allows:

- Outdoor smoking is allowed only in a designated smoking area (DSA) that is 25 feet from interior areas, and from areas frequented by children, in attached housing units (e.g., apartment buildings). Indoor smoking, including private balconies, patios, and decks is not allowed because these types of multi-unit housing complexes share common walls and have windows in close proximity to other units. Smoking in common indoor areas (e.g., hallways, recreation room, etc.) are also not allowed because in some cases, these areas share central ventilation systems.
- No outdoor smoking is allowed, including private patios, balconies, and decks in detached housing units, but indoor smoking is allowed. No outdoor DSA is required, but optional and must meet the standards for DSA.

Landlords or Homeowner Associations will be required to install and maintain signage throughout the property identifying appropriate smoking area.

2. *Enforcement Responsibilities.* Enforcement regulations have been tailored for the City to provide limited enforcement for certain provisions (e.g., signage requirements, designated smoking area requirements, etc.) and to allow residents and landlord to enforce the regulations through private legal action. A violation of the Ordinance may be prosecuted as an infraction, misdemeanor or civil administrative action and may result in the imposition of fines as set forth in Chapter 1 of the Municipal Code and civil penalties of up to \$1,000 per violation.

A Public Hearing to Consider Adopting an Ordinance adding Chapter 24 to the San Fernando Municipal Code to Prohibit Smoking in Multi-Unit Housing

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- The proposed regulations establish the circumstances and parameters to aid and enable a person to legally establish, enforce, and maintain a smoke-free multi-unit housing development. Any person could initiate a civil action against a violating party, and they would be supported by the Ordinance’s regulations.
3. *Phase-in Period.* Smoke-free ordinances typically include a phase-in period (90 – 180 days) to allow time for public officials to educate tenants and management about the new requirements. This Ordinance includes a Phase-In Period of to two (2) years to provide time for landlords and tenants to transition to 100% smoke free inside the units for attached multi-unit housing complexes, but allows smoking in outdoor DSA. Residents of detached housing complexes (e.g. Accessory Dwelling Units) will be able to continue smoking inside the units, but not outdoor within six (6) months from the effective date of the ordinance.
- The Phase-In period was extended from one (1) year to two (2) years for existing attached housing units per direction received from City Council at the March 7th meeting.
4. *Phase-Out Period.* Per City Council’s direction, this Ordinance includes a Phase-Out Period of five (5) years for removal of outdoor DSA as well as smoking inside detached units. This Phase-Out Period will provide a transition to a 100% smoke free environment both indoor and outdoor for all multi-unit housing complexes.

Table 1: Phase-In and Phase-Out Period

	Attached Units	Detached Units
Effective Date Immediately	<ul style="list-style-type: none"> • Prohibit indoor smoking for newly constructed units. • Prohibit indoor smoking for units with new tenants (new leases). • Landlords must provide disclosure of the Ordinance and reference to the code section in every new lease and real estate purchase agreement. • Landlords must notify all building tenants of the Ordinance. 	<ul style="list-style-type: none"> • Prohibit outdoor smoking, including common areas and private areas (balcony, patio, and deck of individual units). • Indoor smoking is allowed. • Landlord must provide disclosure of the Ordinance and reference to the code section must be provided in every new lease and real estate purchase agreement. • Landlords must notify all building tenants of the Ordinance.

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	Attached Units	Detached Units
Two (2) Years After Effective Date	<ul style="list-style-type: none"> Prohibit indoor smoking in all units All complexes to have outdoor designated smoking area (DSA). Landlords must post no-smoking signage throughout. 	<ul style="list-style-type: none"> Optional to create an outdoor designated smoking area (DSA), but must meet DSA standards Landlords must post no-smoking signage throughout.
Five (5) Years after Effective Date	<ul style="list-style-type: none"> Removal of all outdoor DSAs; prohibit all outdoor smoking. 	<ul style="list-style-type: none"> Removal of all optional outdoor DSAs; prohibit all outdoor smoking. No smoking inside all units.

5. *Educational Outreach.* If the City Council approves the proposed Ordinance, staff will formulate a plan to work with a non-profit organization (e.g., PyS) for implementation of the Ordinance, including education of and outreach to landlords, tenants, HOA boards, and homeowners regarding the Ordinance’s provisions.
6. *Discourage the use of the Ordinance for Eviction.* Section 8(3) in the proposed Ordinance prohibits intimidation, harassment, or retaliation. This section is intended to discourage the use of the Ordinance for eviction.

Community Outreach.

PyS conducted independent outreach to residents of multi-unit housing properties in San Fernando in May, August, and October 2021. PyS collected 98 cards from residents in support of a Smoke-Free Multi-Unit Housing Ordinance in San Fernando.

Additionally, staff mailed a “Notice of Upcoming Agenda Item” on October 25, 2021 to approximately 800 residents and owners of multi-family housing properties for the November 1, 2021 City Council meeting. The notice included, among other information, a brief description of the item being considered, the date, place, and time of the City Council meeting, and multiple methods for submitting comments.

A public hearing notice was published on April 7, 2022 as a display advertisement in the San Fernando Sun newspaper to inform the community of the City Council’s consideration of the proposed Ordinance.

A Public Hearing to Consider Adopting an Ordinance adding Chapter 24 to the San Fernando Municipal Code to Prohibit Smoking in Multi-Unit Housing

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Environmental Review.

The adoption of this Ordinance is be exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the “common sense exemption”) and 15378(b)(5) since it can be seen with certainty that there is no possibility that adopting an ordinance will have a significant effect on the environment since the project involves administrative activities that do not significantly impact the environment. The Ordinance is also exempt under CEQA Guidelines Section 15307 and 15308, as a regulatory action that protects natural resources and the environment, since the regulation of existing smoking and the related education and outreach activities in the Ordinance will reduce existing smoking practices, improve air quality, and reduce litter and waste from smoking debris, which includes plastic-based cigarette filters that would otherwise impact the environment.

BUDGET IMPACT:

City Attorney expenditures for ordinance review are included in the Fiscal Year 2021-2022 Budget. In addition, there will also be costs associated with preparing and distributing educational materials, as well as staff time to educate and enforce the ordinance that will be included in the Fiscal Year 2022-2023 Budget.

CONCLUSION:

It is recommended that the City Council consider for approval, introduction and first reading of Ordinance No. 1710 to adopt the proposed amendments regarding Smoke-Free Multi-Unit Housing.

ATTACHMENTS:

- A. Ordinance No. 1710
- B. List of California Cities with Smoke-free Multi-Unit Housing Ordinances
- C. Summary of Regulations from Other Cities

ORDINANCE NO. 1710

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADDING CHAPTER 24 TO THE SAN FERNANDO MUNICIPAL CODE TO PROHIBIT SMOKING IN MULTI-UNIT HOUSING

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat. According to the World Health Organization (WHO), tobacco kills up to half of its users, amounting to more than 8 million deaths each year worldwide, including nearly half a million people who die prematurely from smoking in the United States.¹ According to the United State Department of Health and Human Services, tobacco use can cause disease in nearly all organs of the body and is responsible for an estimated 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all chronic obstructive pulmonary disease deaths, in the United States. It is estimated that 5.6 million of today's Americans who are younger than 18 are projected to die prematurely from a smoking-related illness;² and

WHEREAS, tobacco use is the number one cause of preventable death in California and continues to be an urgent public health issue, as evidenced by the fact that an estimated 40,000 California adults die from smoking annually.² Each year, smoking costs California an estimated \$13.3 billion in direct health care expenses, \$3.6 billion in Medicaid costs, and \$10.4 billion in productivity losses.³ Research indicates that more than 25% of all adult cancer deaths in California are attributable to smoking;⁴ and

WHEREAS, secondhand smoke has repeatedly been identified as a health hazard, as evidenced by the following:

- In 2006, the U.S. Surgeon General concluded that there is no risk-free level of exposure to secondhand smoke;⁵
- In 2006, the California Air Resources Board identified secondhand smoke as a toxic air contaminant, in the same category as the most toxic automotive and industrial air

¹ World Health Organization. *WHO Report on the Global Tobacco Epidemic, 2019: Offer Help to Quit Tobacco Use*. 2019. Available at: <https://apps.who.int/iris/handle/10665/326043>.

² U.S. Department of Health and Human Services. *The Health Consequences of Smoking: 50 Years of Progress. A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2014. Available at: https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf.

³ Campaign for Tobacco-Free Kids. The Toll of Tobacco in California. Available at: www.tobaccofreekids.org/problem/toll-us/california. Accessed June 2, 2020.

⁴ Lortet-Tieulent J, Sauer AG, Siegel RL, et al. State-level cancer mortality attributable to cigarette smoking in the United States. *JAMA Intern Med*. 2016;176(12):1792–1798. doi:10.1001/jamainternmed.2016.6530.

⁵ U.S. National Cancer Institute. *A Socioecological Approach to Addressing Tobacco-Related Health Disparities*. National Cancer Institute Tobacco Control Monograph 22. NIH Publication No. 17-CA-8035A. Bethesda, MD: U.S. Department of Health and Human Services, National Institutes of Health, National Cancer Institute. 2017. Available at: <https://cancercontrol.cancer.gov/brp/tcrb/monographs/22/index.html>.

pollutants, and a serious health threat for which there is no safe level of exposure;⁶

- In 2006, the California Environmental Protection Agency added secondhand smoke to the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm;⁷
- The American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) finds that acceptable indoor air quality in multi-unit housing requires the absence of secondhand smoke, cannabis smoke, and aerosol from electronic smoking devices;⁸
- The American Heart Association and the American Lung Association recommend all adults and children be protected from secondhand smoke in multi-unit housing;^{9, 10} and

WHEREAS, exposure to secondhand smoke causes death and disease, as evidenced by the fact that since 1964, approximately 2.5 million nonsmokers have died from health problems caused by exposure to secondhand smoke and secondhand smoke was responsible for an estimated 34,000 heart disease-related and 7,300 lung cancer-related deaths among nonsmoker adults each year during 2005-2009 in the United States.² Research indicates that exposure to secondhand smoke increases the risk of coronary heart disease by 25% to 30% and increases the risk of stroke by 20% to 30%.^{2,11} Centers for Disease Control and Prevention estimated that secondhand smoke kills more than 400 infants every year; and

WHEREAS, nonsmokers who live in multi-unit dwellings can be exposed to neighbors' secondhand smoke, as evidenced by the following:

- Research demonstrates that secondhand smoke in multi-unit housing can and does transfer between units, seeping into smoke-free areas from areas where smoking

⁶ California Identifies Secondhand Smoke as a "Toxic Air Contaminant" [press release]. January 26, 2006. Available at: www.arb.ca.gov/newsrel/nr012606.htm. Accessed June 2, 2020.

⁷ U.S. Department of Health and Human Services. *The Health Consequences of Involuntary Exposure to Tobacco Smoke. A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health. 2006. Available at: www.cdc.gov/tobacco/data_statistics/sgr/2006/index.htm.⁸ Air Resources Board, California Environmental Protection Agency. *Frequently Asked Questions—Environmental Tobacco Smoke*. Available at: www.arb.ca.gov/toxics/ets/factsheetets.pdf. Accessed June 2, 2020.

⁸ American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE). *2015 Addenda Supplement to ANSI/ASHRAE Standard 62.1-2013, Ventilation for Acceptable Indoor Air Quality*. Atlanta, GA: ASHRAE. 2015. Available at: https://www.ashrae.org/file%20library/technical%20resources/standards%20and%20guidelines/standards%20addenda/62_1_2_013_2015supplement_20150203.pdf.

⁹ American Heart Association. *Policy Position on Smoke-Free Policies in Multi-Unit Housing*. Washington, DC: American Heart Association. 2013. Available at: www.heart.org/idc/groups/ahaec-public/@wcm/@adv/documents/downloadable/ucm_469126.pdf.

¹⁰ American Lung Association. *Public Policy Position – Healthy Air*. Chicago, IL: American Lung Association. 2019. Available at: <https://www.lung.org/policy-advocacy/public-policy-agenda/public-policy-position-healthy-air>.

¹¹ DiGiacomo SI, Jazayeri MA, Barua RS, Ambrose JA. Environmental Tobacco Smoke and Cardiovascular Disease. *Int J Environ Res Public Health*. 2018;16(1):96. doi: 10.3390/ijerph16010096.

occurs;¹²

- Residents of multi-unit housing have higher levels of cotinine (a biomarker for nicotine) in their blood and saliva than those living in detached houses;¹³
- Among children who live in homes in which no one smokes indoors, those who live in multi-unit housing have 45% higher cotinine levels than children who live in detached houses;^{12,13}
- Twelve studies have found between 26% and 64% of residents of multi-unit housing report secondhand smoke drifting into their home;¹³
- Surveys have found that 65% to 90% of multi-unit housing residents who experience secondhand smoke in their home are bothered by it,¹³ and a 2019–2020 survey documented variations in secondhand smoke source among multi-unit housing residents in Los Angeles County, who reported secondhand smoke exposure from tobacco (39%), marijuana (36%), and e-cigarettes (9%);¹⁴
- Between 44.0% and 46.2% of Californians living in multi-unit housing with personal smoke-free home policies are exposed to secondhand smoke in their home;¹⁵ and

WHEREAS, several studies have confirmed that smoke-free multi-unit housing policies are an effective method to reduce secondhand smoke exposure to residents living in multi-unit housing.^{16,17,18}

¹² King BA, Travers MJ, Cummings KM, Mahoney MC, Hyland AJ. Secondhand smoke transfer in multiunit housing. *Nicotine Tob Res.* 2010;12:1133–1141. doi:10.1093/ntr/ntq162.

¹³ Snyder K, Vick JH, King BA. Smoke-free multiunit housing: a review of the scientific literature. *Tob Control.* 2016;25:9–20. doi:10.1136/tobaccocontrol-2014-051849.

¹⁴ Toy P, Yount C, Meng YY, et al. *Health at Risk: Policies Are Needed to End Cigarette, Marijuana, and E-Cigarette Secondhand Smoke in Multi-Unit Housing in Los Angeles*. Los Angeles, Calif.: UCLA Center for Health Policy Research. 2020. Available at: <http://healthpolicy.ucla.edu/publications/Documents/PDF/2020/Health-at-Risk-policybrief-may2020.pdf>.

¹⁵ King BA, Babb SD, Tynan MA, Gerzoff RB. National and state estimates of secondhand smoke infiltration among U.S. multiunit housing residents. *Nicotine Tob Res.* 2013; 15(7):1316–1321. doi:10.1093/ntr/nts254.

¹⁶ Hollar TL, Cook N, Quinn D, Phillips T, DeLucca M. Smoke-free multiunit housing policies show promise in reducing secondhand smoke exposure among racially and ethnically diverse, low-income seniors. *J Immigr Minor Health.* 2017;19(6):1281–1289. doi.org/10.1007/s10903-016-0430-2.

¹⁷ Gentzke AS, Hyland A, Kiviniemi M, Travers MJ. Attitudes and Experiences with Secondhand Smoke and Smoke-Free Policies Among Subsidised and Market-Rate Multiunit Housing Residents Living in Six Diverse Communities in the USA. *Tob Control.* 2018;27(2):194–202. doi: 10.1136/tobaccocontrol-2016-053374.

¹⁸ Young W, Karp S, Bialick P, et al. Health, Secondhand Smoke Exposure, and Smoking Behavior Impacts of No-Smoking Policies in Public Housing, Colorado, 2014–2015. *Prev Chronic Dis.* 2016;13:E148. doi: 10.5888/pcd13.160008.

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

SECTION I. The recitals above are true and correct and incorporated herein by reference.

SECTION II. Chapter 24 in the City of San Fernando Municipal Code is hereby added to read as follows:

Section 1. INTENT AND PURPOSE.

This Chapter protects the public from nonconsensual exposure to secondhand smoke in and around their homes by prohibiting smoking in certain locations of Multi-Unit Housing. Exposure to secondhand smoke has been proven to cause adverse health effects including but not limited to cancer, cardiovascular disease, respiratory infections, asthma, and ear and nasal problems. The intent and purpose of prohibiting smoking at the identified locations is to protect the public health, safety, and welfare by reducing the number of locations in the City of San Fernando where exposure to secondhand smoke can occur.

Section 2. DEFINITIONS.

For the purposes of this Chapter the following definitions shall govern unless the context clearly requires otherwise:

- (a) “Common Area” means every enclosed area and unenclosed area of a Multi-Unit Housing that residents of more than one unit are entitled to access, enter or use, including, but not limited to, lobbies, hallways, pathways, lobbies, courtyards, elevators, stairwells, laundry rooms, community rooms, restrooms or offices, entryways, playgrounds, gym facilities, swimming pool areas, parking garages/structures, parking lots, grassy or landscaped areas, walking paths, cooking areas, sitting areas and eating areas.
- (b) “Common interest development” means:
 - (1) A community apartment project as defined in California Civil Code section 4105, or any successor legislation;
 - (2) A condominium project as defined in California Civil Code section 4125, or any successor legislation;
 - (3) A planned development as defined in California Civil Code section 4175, or any successor legislation; and
 - (4) A stock cooperative as defined in California Civil Code section 4190, or any successor legislation.

- (c) “Designated Smoking Area” shall mean an area where smoking is permitted, as designated by a landlord, HOA or other person with legal control of the premises, and has been established in accordance with the provisions of this Chapter.
- (d) “Detached Unit” means a unit in a Multi-Unit Housing that is completely detached from other structures and contains no shared common wall with an adjacent unit.
- (e) “Electronic smoking device” means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.
- (f) “Enclosed area” means all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.
- (g) “Homeowners’ association” or “HOA” means an organization or entity established for the purpose of managing or maintaining a common interest development. A homeowners' association shall also mean “association” as defined in California Civil Code section 4080, or any successor legislation.
- (h) “Landlord” means any person or agent of a person who owns, manages, or is otherwise legally responsible for a unit in a multi-unit residence that is leased to a residential tenant. For purposes of this ordinance, a tenant who sublets their unit (e.g., a sublessor) is not a landlord.
- (i) “Multi-Unit Housing” means a residential property containing two or more units, including, but not limited to, apartment buildings, common interest developments, senior and assisted living facilities, and long-term health care facilities.

For purposes of this Chapter the definition of Multi-Unit Housing does not include the following:

- (1) A hotel or motel that meets the requirements of California Civil Code Section 1940(b)(2);
- (2) A mobile home park,
- (3) A single-family home, except if used as a health care facility subject to licensing requirements,
- (4) A single-family home with an attached or detached accessory dwelling unit, junior accessory dwelling unit or second primary dwelling unit (Senate Bill 9 urban dwelling unit) permitted pursuant to California Government Code sections 65852.1, 65852.2, 65852.21 or 65852.22 or an

ordinance of the City adopted pursuant to those sections, except where one or more of the units is rented or offered for rent or is used as a health care facility subject to licensing requirements.

- (j) "New Lease" means any lease or rental agreement that allows a person to occupy a unit that is entered into on or after [effective date of ordinance].
- (k) "Nonsmoking Area" means enclosed or unenclosed area of a Multi-Unit Housing in which smoking is prohibited by:
 - (1) this Chapter or other law;
 - (2) binding agreement relating to the ownership, occupancy, or use of real property; or
 - (3) a person with legal control over the area.
- (l) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity, including government agencies.
- (m) "Smoking" means:
 - (1) inhaling, exhaling, or burning, any tobacco, nicotine, cannabis, or plant product, whether natural or synthetic;
 - (2) carrying any lighted, heated, or activated tobacco, nicotine, marijuana, or plant product, whether natural or synthetic, intended for inhalation; or
 - (3) using an "electronic smoking device."

Smoking does not include the use of traditional, sacred tobacco as part of a lawfully recognized religious, spiritual, or cultural ceremony or practice.
- (n) "Unenclosed area" means any area that is not an Enclosed Area.
- (o) "Unit" means a personal dwelling space, even one lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use area, such as a private balcony, porch, deck, or patio. "Unit" includes, without limitation, an apartment; a condominium; a townhouse; a room in a senior facility; a room in a long-term health care facility, assisted living facility, community care facility, or hospital; a room in a hotel or motel; a dormitory room; a room in a single-room occupancy facility; a room in a homeless shelter; a mobile home; a camper vehicle or tent; a single-family home; and an accessory dwelling unit, junior accessory dwelling unit or second unit. Unit includes a New Unit and an Existing Unit.

- (1) “New Unit” means a unit that is issued a certificate of occupancy on and after *[effective date of ordinance]* or any unit that is leased or rented for residential use for the first time after *[effective date of ordinance]*.
- (2) “Existing Unit” means a unit in existence on or before *[effective date of ordinance]*.

Section 3. SMOKING RESTRICTIONS.

(a) Effective as of *[effective date]*, smoking is prohibited:

- (1) In all New Units and Existing Units governed by a New Lease of a Multi-Unit Housing, together with any associated outdoor exclusive-use unenclosed areas such as a private balcony, deck, porch or patio.
- (b) Two (2) years from *[effective date]*, smoking is prohibited anywhere on the premises of a Multi-Unit Housing including:
 - (1) In all Units, together with any associated outdoor exclusive-use areas such as balconies, decks, or patios; and
 - (2) In all Common Areas and other outdoor areas except for a Designated Smoking Area established in compliance with subsection (d).
- (c) Notwithstanding subsections (a) and (b), smoking is permitted inside the enclosed area of a Detached Unit. However, smoking is not allowed in any associated exclusive-use unenclosed areas such as balconies, decks or patios associated with the Detached Unit or any outdoor common areas as of *[effective date]*.
- (d) Notwithstanding subsection (b), smoking is permitted in a Designated Smoking Area that meets all the following conditions:

- (1) Must not be an enclosed area.
- (2) Must be at least twenty-five (25) feet from any indoor area, doorway, or window, and outdoor recreation area such as a tennis court, swimming pool, and picnic area, or outdoor area primarily used by children such as a playground.
- (3) Must be no more than 10 percent of the total unenclosed area of the property.
- (4) Must have a clearly marked perimeter.

- (5) Must be identified by conspicuous signs. The signs shall have letters of no less than one (1) inch in height and shall be installed and maintained by the Landlord or Homeowner Association with legal control over the Designated Smoking Area.
- (6) If the requirements set forth in this subdivision (d) cannot be satisfied due to unique circumstances affecting a Multi-Unit Housing, the Director of Community Development or designee may approve a smoking area that meets the requirements of this Chapter to the extent practicable or, if in his or her judgment such an area cannot be designed, the Director of Community Development or designee may exempt the landlord or HOA from the Designated Smoking Area requirement.
- (e) The requirement to permit smoking in the enclosed areas of a Detached Unit as set forth in subdivision (c) and in Designated Smoking Areas as set forth in subdivision (d) shall remain in effective until [effective date plus 5 years] and as of that date is repealed.
- (f) No person with legal control over a Multi-Unit Housing shall permit smoking anywhere on the premises, except as provided in subsections (c) and (d).
- (g) No person with legal control over a Common Area in which smoking is prohibited by this Chapter or other law shall knowingly permit the presence of ashtrays, ashcans, or other receptacles designed for or primarily used for disposal of smoking waste within the area.

Section 4. REQUIRED AND IMPLIED LEASE TERMS FOR ALL NEW AND EXISTING UNITS IN MULTI-UNIT HOUSING.

- (a) After [effective date], every lease or other rental agreement for the occupancy of a Unit in a Multi-Unit Housing, entered into, renewed, or continued month-to-month, shall be amended to include the following provisions:
 - (1) A clause providing that as of [effective date for new units and existing units governed by a new lease and as of 2 years after effective date for all units], it is a material breach of the agreement to smoke or allow smoking in designated nonsmoking areas and units, including exclusive-use areas such as balconies, porches, or patios. Such clause shall be substantially consistent with the following:

“Tenant agrees and acknowledges that the premises to be occupied by tenant and members of tenant’s household have been designated as a smoke-free living environment. As of [effective date for new units and existing units governed by a new lease or two (2) years after effective date for all units], tenant, members of tenant’s household, and any guests under control of the tenant will not smoke anywhere:

- a) In the unit rented by tenant, including any associated balconies, decks, or patios, other than the enclosed areas of a detached unit; or
- b) In the common areas of the property, other than a designated smoking area.

Tenant acknowledges that a breach of the smoke-free policy may render tenant liable to landlord for the costs to repair tenant's unit due to damage from smoke odors or residue. A breach of the smoke-free policy is a breach of the lease and grounds for immediate enforcement action, including potential termination of the lease by the landlord.

Tenant will inform tenant's guests of the smoke-free policy. Tenant will also promptly give landlord a written statement of any incident where tenant observes smoking not allowed by this policy or believes smoke is migrating into the tenant's unit from sources outside the tenant's unit."

- (2) A clause providing that it is a material breach of the agreement for tenant to violate any law regulating smoking while anywhere on the property, or to knowingly and intentionally allow any other person subject to the control of the tenant to engage in such behavior. Such clause shall be substantially consistent with the following:
"It is a material breach of this agreement for tenant to violate any law regulating smoking while anywhere on the property. Moreover, it is a material breach of this agreement for tenant to knowingly or intentionally allow any other person subject to the control of the tenant to violate any law regulating smoking while anywhere on the property."

- (3) A clause expressly conveying third-party beneficiary status to all occupants of the Multi-Unit Housing as to the smoking provisions of the lease or other rental agreement. Such clause shall be substantially consistent with the following:

"Tenant agrees that other tenants of the rental community are third-party beneficiaries of tenant's smoke-free policy agreement with landlord. A tenant may sue another tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another tenant. Any lawsuit between tenants does not create a presumption that the landlord breached this lease."

- (b) Whether or not a landlord complies with subsection (a) above, the clauses required by those subsections shall be implied and incorporated by law into every agreement to which subsection (a) applies as of *[effective date for new units and existing units governed by a new lease or two (2) years after effective date for all units]*.

- (a) A tenant who breaches, or knowingly and intentionally allows any other person subject to the control of the tenant to breach, a smoking provision of a lease or other rental agreement for the occupancy of a unit in a Multi-Unit Housing shall be liable for the breach to (i) the landlord; and (ii) any occupant of the Multi-Unit

Housing who is exposed to smoke or who suffers damages as a result of the breach.

- (b) Failure to enforce any smoking provision required by this Chapter shall not affect the right to enforce such provision in the future, nor shall a waiver of any breach constitute a waiver of any subsequent breach or a waiver of the provision itself.

Section 5. REQUIREMENTS FOR RENTAL PROPERTIES.

The following requirements apply to Multi-Unit Housing other than units in a common interest development that are not being rented:

- (a) On or before *[effective date]*, every landlord shall deliver to a tenant of each New Unit or Existing Unit, as applicable, a copy of this Chapter and a written notice clearly stating:

- (1) All new units and existing units governed by a new lease are designated nonsmoking units and smoking is prohibited in any unit, including any associated private balcony, porch, deck, or patio, with the exception of enclosed areas of a detached unit, as of *[effective date]*;
- (2) All units are designated nonsmoking units and smoking is prohibited in any unit, including any associated private balcony, porch, deck, or patio, with the exception of enclosed areas of a detached unit, as of *[two (2) years after effective date]*; and
- (3) All common areas with the exception of Designated Smoking Areas in compliance with Section 2(d) of this Chapter are designated nonsmoking and smoking is prohibited as of *[two (2) years after effective date]*.

- (b) As of *[effective date]*, every landlord shall provide prospective tenants with written notice clearly stating that:

- (1) All units are designated nonsmoking and smoking is prohibited in any unit, including any associated private balcony, porch, deck, or patio, with the exception of enclosed areas of a detached unit, as of *[two (2) years after effective date]*; and
- (2) All common areas, with the exception of Designated Smoking Areas in compliance with Section 2(d) of this Chapter are designated nonsmoking and smoking is prohibited as of *[two (2) years after effective date]*.

- (c) As of *[two (2) years after effective date]*, the person or persons with legal control over Common Areas shall post and maintain clear and unambiguous “No Smoking” signs at entrances and exits, in common areas, and in conspicuous places adjoining the property

grounds. In addition, as of *[effective date + two (2) years]*, the person or persons with legal control over the Multi-Unit Housing shall post and maintain signs in sufficient numbers and locations in the Multi-Unit Housing to indicate that smoking is prohibited in all Units. The absence of signs shall not be a defense to a violation of any provision of this Chapter. “No Smoking” signs are not required inside or on doorways of units.

- (d) Landlords with knowledge of violations shall take reasonable steps to investigate and enforce the regulations, including a written notice to the resident of the landlord’s knowledge of the violation, a request to cease the violation, and the course of action to be taken if the violation is not corrected. The landlord shall also provide resources provided by the City and/or County of Los Angeles to assist with nicotine dependence, such as referrals to quitline or online resources.

Section 6. REQUIREMENTS FOR COMMON INTEREST DEVELOPMENTS.

The following requirements apply to common interest developments:

- (a) On or before *[effective date]*, the HOA shall provide to all owners of Units a copy of this Chapter and a written notice clearly stating that:
 - (1) All New Units are designated nonsmoking and smoking is prohibited in any unit, including any associated private balcony, porch, deck, or patio, with the exception of enclosed areas of a detached unit, as of *[effective date]*;
 - (2) All Units are designated nonsmoking and smoking is prohibited in any unit, including any associated private balcony, porch, deck, or patio, with the exception of enclosed areas of a detached unit, as of *[two (2) years after effective date]*; and
 - (3) All common areas, with the exception of Designated Smoking Areas in compliance with Section 2(d) of this Chapter are designated nonsmoking and smoking is prohibited as of *[two (2) years after effective date]*.
- (b) As of *[effective date]* every seller of a Unit shall provide prospective buyers or renters, a copy of this Chapter and a written notice clearly stating that:
 - (1) All units are designated nonsmoking and smoking is prohibited in any unit, including any associated private balcony, porch, deck, or patio, with the exception of enclosed areas of a detached unit, as of *[two (2) years after effective date]*; and
 - (2) All common areas, with the exception of Designated Smoking Areas in compliance with Section 2(d) of this Chapter are designated nonsmoking and smoking is prohibited as of *[two (2) years after effective date]*.

- (c) As of [*effective date + two (2) years*], the HOA, or any person having legal ownership or control over Common Areas, shall post and maintain clear and unambiguous "No Smoking" signs in sufficient numbers and locations in the common interest development to make it obvious to a reasonable person that smoking is prohibited throughout the common interest development. The absence of signs shall not be a defense to a violation of any provision of this chapter.
- (d) HOAs with knowledge of violations shall take reasonable steps to investigate and enforce the regulations, including a written notice to the resident of the HOA's knowledge of the violation, a request to cease the violation, and the course of action to be taken if the violation is not corrected. The HOA shall also distribute resources provided by the City and/or County of Los Angeles to assist with nicotine dependence, such as referrals to a *quitline* or other online resources.

Section 7. NUISANCE; OTHER

- (a) The provisions of this Chapter shall be liberally construed to protect the public health to the maximum effect possible. Notwithstanding (i) any provision of this Chapter or of this code, (ii) any failure by any person to restrict smoking under this Chapter, or (iii) any explicit or implicit provision of this code that allows smoking in any place, nothing in this code shall be interpreted to limit any person's legal rights under other laws with regard to smoking, including rights in nuisance, trespass, property damage, and personal injury or other legal or equitable principles.
- (b) Any violation of this Chapter is hereby declared to be a public nuisance.
- (c) Nonconsensual exposure to smoke from smoking occurring on or drifting into residential property is a nuisance.

Section 8. PENALTIES AND ENFORCEMENT.

- (a) The remedies provided by Section 8 and Section 9 of this Chapter are cumulative and in addition to any other remedies available at law or in equity.
- (b) Except as otherwise provided in subsection (c), below, a violation of this Chapter is not a misdemeanor or an infraction. The enforcement of this Chapter shall be by the private parties involved.
- (c) A violation this Chapter:
 - (1) In the discretion of the City Attorney, may be prosecuted as an infraction or a misdemeanor, in accordance with the provisions of Chapter 1 of San Fernando Municipal Code; and
 - (2) Is subject to enforcement through the imposition of an administrative fine as set forth in Chapter 1 of San Fernando Municipal Code; and

- (3) Is subject to a civil action brought by the City Attorney, punishable by a civil fine for an amount not less than one hundred dollars (\$100) and not exceeding one thousand dollars (\$1,000) per violation.
- (d) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall also constitute a violation of this Chapter.
- (e) No person shall intimidate, harass, or otherwise retaliate against any person who seeks compliance with this Chapter. Any person in violation of this subsection is subject to a civil fine for an amount not less than one hundred dollars (\$100) and not exceeding one thousand dollars (\$1,000) per violation.
- (f) Any person acting for the interests of itself, its members, or the general public may bring a civil action to enforce this Chapter in accordance with the provisions of Section 9 of this Chapter.
- (g) Under no circumstances shall the City have any responsibility or obligation to enforce or seek any legal redress, at law or in equity, for any violation of this Chapter. Nothing in this Chapter shall create a right of action in any Person against the City or its agents to compel public enforcement of this Chapter against private parties.

Section 9. PRIVATE ENFORCEMENT.

- A. Any person, including a legal entity or organization or a government agency acting for the interests of itself, its members, or the general public may bring a civil action to enforce this Chapter. Upon proof of a violation, a court shall award the following:
 - 1. Damages in the amount of either:
 - a. Upon proof, actual damages; or
 - b. With insufficient or no proof of damages, five hundred dollars (\$500) for each violation of this Chapter (hereinafter "Statutory Damages"). Each day of a continuing violation shall constitute a separate violation. Notwithstanding any other provision of this Chapter, no Person suing on behalf of the general public shall recover Statutory Damages based upon a violation of this Chapter if a previous claim brought on behalf of the general public by another Person for Statutory Damages and based upon the same violation has been adjudicated, whether or not the Person bringing the subsequent claim was a party to the prior adjudication.
 - 2. Exemplary damages, where it is proven by clear and convincing evidence that the defendant is guilty of oppression, fraud, malice, retaliation, or a conscious disregard for the public health.

- B. The Person may also bring a civil action to enforce this Chapter by way of a conditional judgment or an injunction. Upon proof of a violation, a court shall issue a conditional judgment or an injunction.
- C. Notwithstanding any legal or equitable bar against a Person seeking relief on its own behalf, a Person may bring an action to enforce this Chapter solely on behalf of the general public. When a Person brings an action solely on behalf of the general public, nothing about such an action shall act to preclude or bar the Person from bringing a subsequent action based upon the same facts but seeking relief on his, her, or its account.
- D. Nothing in this Chapter 8.74 prohibits a Person from bringing a civil action in small claims court to enforce this Chapter 8.74, so long as the amount in demand and the type of relief sought are within the jurisdictional requirements of such court.

SECTION III. CEQA Finding.

The City Council hereby finds that the adoption of this Ordinance would be exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the “common sense exemption”) and 15378(b)(5) since it can be seen with certainty that there is no possibility that adopting an ordinance will have a significant effect on the environment since the project involves administrative activities that do not significantly impact the environment. The Ordinance is also exempt under CEQA Guidelines Section 15307 and 15308, as a regulatory action that protects natural resources and the environment, since the regulation of existing smoking and the related education and outreach activities in the Ordinance will reduce existing smoking practices, improve air quality, and reduce litter and waste from smoking debris, which includes plastic-based cigarette filters that would otherwise impact the environment.

SECTION IV. Inconsistent Provisions.

Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION V. Severability.

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

SECTION VI. Construction.

The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION VII. Publication and Effective Date.

The City Clerk shall attest to the passage of this Ordinance and cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando this ____ day of _____, ____.

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. 1710 which was introduced on _____, ____ and adopted by the City Council of the City of San Fernando, California at a regular meeting thereof held on the ____ day of _____, ____, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

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

Julia Fritz, City Clerk



AMERICAN NONSMOKERS' RIGHTS FOUNDATION

U.S. Laws for 100% Smokefree Multi-Unit Housing

October 1, 2021

This list represents communities with laws that regulate smoking in **private units** of multi-unit housing.

As of October 1, **67 municipalities** have enacted a law at the city or county level that prohibits smoking in **100% of private units** of rental multi-unit housing properties. Of these municipalities, **61** have laws that prohibits smoking in **100% of private units** of both rental and owner-occupied multi-unit housing properties. The vast majority of the laws—58 municipalities—apply to properties with 2 or more units.

For public housing policies, see [U.S. Public Housing Authority Policies Restricting or Prohibiting Smoking](#).

See Definitions and Explanatory Notes starting on page 4.

Visit our smokefree multi-unit housing page at no-smoke.org/at-risk-places/homes/ for more information.

Municipalities with Laws for 100% Smokefree Multi-Unit Housing:

This table represents communities that have **municipal laws** at the city or county level that prohibit smoking in **100% of private units** of all specified types of multi-unit housing. These laws apply to both privately-owned and publicly-owned multi-unit residences, as well as all existing and future buildings, and do not permit current residents to continue smoking in the building (i.e. no "grandfather" clause). Most, but not all, municipal laws include condominiums and other owner-occupied properties.

Municipalities marked with # require multi-unit buildings to be 100% smokefree when the law is in full effect as of the listed Final Effective Date. Municipalities marked **Some** under "% of Units Currently Smokefree" will be 100% when the law is in full effect.

Municipality	State	% of Units Currently Smokefree	Final Effective Date	Minimum Number of Units	Includes Patio/Balcony	Includes Condos
1. Alameda	CA	100%	1/1/2013	2	Yes	Yes
2. Albany	CA	100%	3/24/2018	2	Yes	Yes
3. Bell Gardens	CA	100%	6/1/2021	3	Yes	Yes
4. Belmont	CA	100%	1/8/2009	2	Yes	Yes
5. Belvedere	CA	100%	11/9/2017	2	Yes	Yes
6. Benicia	CA	100%	9/2/2020	2	Yes	Yes
7. Berkeley	CA	100%	5/1/2014	2	Yes	Yes
8. Beverley Hills	CA	100%	1/1/2019	2	Yes	Yes
9. Brisbane	CA	100%	6/3/2017	2	Yes	Yes
10. Burlingame	CA	100%	2/13/2016	2	Yes	Yes
11. Clayton	CA	100%	5/1/2019	2	Yes	Yes
12. Compton	CA	100%	1/1/2013	3	Yes	Yes
13. Concord	CA	100%	1/1/2021	2	Yes	Yes
14. Contra Costa County	CA	100%	7/1/2019	2	Yes	Yes
15. Corte Madera#	CA	Some	6/17/2022	2	Yes	Yes
16. Cotati	CA	100%	1/1/2017	2	Yes	Yes
17. Crescent City#	CA	Some	1/1/2022	2	Yes	Yes

Municipality	State	% of Units Currently Smokefree	Final Effective Date	Minimum Number of Units	Includes Patio/Balcony	Includes Condos
18. Culver City	CA	100%	5/26/2016	2	Yes	Yes
19. Daly City	CA	100%	1/21/2014	2	Yes	No
20. Danville	CA	100%	5/1/2016	3	Yes	Yes
21. El Cerrito	CA	100%	10/1/2015	2	Yes	Yes
22. El Monte	CA	100%	8/19/2017	3	Yes	Yes
23. Emeryville	CA	100%	7/1/2019	2	N/S	Yes
24. Firebaugh	CA	100%	7/1/2019	2	Yes	Yes
25. Foster City	CA	100%	11/5/2015	N/S	Yes	Yes
26. Half Moon Bay	CA	Some	1/15/2020	2	Yes	Yes
27. Healdsburg	CA	100%	5/6/2020	2	N/S	Yes
28. Huntington Park	CA	100%	7/1/2013	2	Yes	Yes
29. Los Gatos	CA	100%	6/25/2017	2	Yes	No
30. Manhattan Beach	CA	100%	5/5/2017	3	Yes	Yes
31. Mill Valley	CA	100%	11/18/2016	2	Yes	Yes
32. Millbrae	CA	100%	1/1/2020	2	Yes	Yes
33. Milpitas#	CA	Some	1/1/2022	2	Yes	Yes
34. Moorpark	CA	100%	2/1/2019	2	Yes	No
35. Morro Bay	CA	100%	8/1/2020	2	Yes	Yes
36. Novato	CA	100%	1/1/2018	2	Yes	Yes
37. Pacific Grove	CA	100%	10/1/2021	2	Yes	Yes
38. Pacifica	CA	100%	10/9/2020	2	Yes	Yes
39. Palo Alto	CA	100%	1/1/2018	2	Yes	Yes
40. Pasadena	CA	100%	1/1/2013	2	Yes	Yes
41. Petaluma	CA	100%	1/1/2014	2	Yes	Yes
42. Pleasanton	CA	100%	10/4/2018	2	Yes	No
43. Rancho Cordova#	CA	Some	11/4/2021	2	N/S	Yes
44. Redwood City	CA	100%	1/1/2019	2	Yes	Yes
45. Richmond	CA	100%	1/1/2011	2	Yes	Yes
46. Rohnert Park	CA	100%	4/23/2018	2	Yes	Yes
47. Ross	CA	100%	2/9/2020	2	Yes	Yes
48. San Anselmo	CA	100%	1/8/2016	2	Yes	Yes
49. San Bruno	CA	100%	2/22/2018	2	Yes	Yes
50. San Carlos	CA	100%	7/8/2020	2	Yes	Yes
51. San Mateo	CA	100%	11/14/2015	2	Yes	Yes
52. San Mateo County	CA	100%	2/4/2016	2	Yes	Yes
53. San Pablo	CA	100%	7/1/2021	2	Yes	No
54. San Rafael	CA	100%	11/14/2013	3	Yes	Yes
55. Santa Clara	CA	100%	8/1/2019	2	Yes	Yes
56. Santa Clara County	CA	100%	2/9/2012	2	Yes	Yes
57. Santa Rosa	CA	100%	8/7/2016	2	Yes	Yes
58. Saratoga	CA	100%	9/16/2016	4	Yes	Yes
59. Sebastopol	CA	100%	11/2/2011	2	Yes	Yes
60. Sonoma	CA	100%	12/12/2016	2	Yes	Yes
61. Sonoma County	CA	100%	1/12/2013	2	Yes	Yes
62. South San Francisco	CA	100%	11/9/2017	2	N/S	Yes
63. Sunnyvale	CA	100%	9/23/2016	2	Yes	Yes
64. Tiburon	CA	100%	10/16/2018	4	Yes	Yes
65. Union City	CA	100%	2/23/2012	2	Yes	No

Municipality	State	% of Units Currently Smokefree	Final Effective Date	Minimum Number of Units	Includes Patio/Balcony	Includes Condos
66. Walnut Creek	CA	100%	1/30/2014	2	Yes	Yes
67. Windsor	CA	100%	8/15/2017	2	Yes	Yes

= Law requires multi-unit buildings to be 100% smokefree, but the law is not yet fully in effect.

Municipalities with Laws that Partially Restrict Smoking in Multi-Unit Housing:

This table represents communities that have **municipal laws** at the city or county level that **restrict smoking in some private units** of multi-unit housing, but do not require multi-unit buildings to be 100% smokefree.

The trend is now for communities to adopt laws that require multi-unit properties to be 100% smokefree, as listed in the chart above. It is not recommended that communities adopt the types of partial laws represented in the chart below.

Municipalities marked **Some** under “All Units Currently Smokefree?” have some buildings that are required to be 100% smokefree. Often, these laws prohibit smoking in all newly occupied buildings or newly leased units, but either do not address smoking in existing buildings or only apply to a certain percent of units in existing buildings.

Municipalities marked **No** under “All Units Currently Smokefree?” have no buildings required to be 100% smokefree now or in the future. These laws may apply to only a certain percent of units in existing and future buildings, or permit current residents to continue smoking in the building indefinitely (a “grandfather” clause).

Additionally, communities not represented on this list may have local laws that do not address smoking in private units, but restrict smoking in multi-unit housing to a lesser extent, such as by prohibiting smoking in indoor common areas or only on patios and balconies.

Municipality	State	All Units Currently Smokefree?	Min. % of Units Currently Smokefree	Initial Effective Date	Final Effective Date	Min. # of Units	Includes Condos
1. Baldwin Park	CA	Some	80%	6/21/2012	Not Specified	2	Yes
2. Burbank	CA	No	N/S		5/1/2011	N/S	Yes
3. Calabasas	CA	No	N/S		Not Specified	2	No
4. Dublin	CA	No	75%		1/1/2013	16	N/S
5. Fairfax	CA	No	75%		9/1/2012	4	N/S
6. Fremont	CA	Some	N/S	2/1/2017	Not Specified	2	Yes
7. Glendale	CA	Some	N/S	6/27/2013	Not Specified	2	Yes
8. Jurupa Valley	CA	Some	N/S		Not Specified	3	No
9. Lafayette	CA	Some	N/S	2/10/2014	Not Specified	3	Yes
10. Larkspur	CA	No	N/S		Not Specified	2	Yes
11. Loma Linda	CA	No	N/S		Not Specified	2	No
12. Marin County	CA	Some	80%	2/16/2013	Not Specified	2	Yes
13. Oakley	CA	No	N/S	4/1/2014	4/1/2014	2	Yes
14. Pinole	CA	Some	N/S	5/20/2010	Not Specified	2	Yes
15. Pleasant Hill	CA	Some	N/S	5/5/2010	Not Specified	4	No
16. Santa Monica	CA	Some	N/S	11/22/2012	Not Specified	N/S	Yes
17. Sausalito	CA	Some	80%	2/27/2014	Not Specified	2	Yes
18. South Pasadena	CA	Some	80%	3/3/2011	Not Specified	2	Yes

Municipality	State	All Units Currently Smokefree?	Min. % of Units Currently Smokefree	Initial Effective Date	Final Effective Date	Min. # of Units	Includes Condos
19. Temecula	CA	No	25%		6/7/2012	10	N/S
20. West Hollywood	CA	Some	N/S	5/19/21	7/15/2021	3	Yes

Definitions and Explanatory Notes:

Communities on the two charts of municipal laws adopted a municipal ordinance to regulate smoking in all (first chart) or some (second chart) types of multi-unit housing.

= Law will require all multi-unit buildings to be 100% smokefree as of a future date, but currently the law provides partial coverage.

Minimum Percent of Units Currently Smokefree:

The percent of specified multi-unit housing that is currently required to be smokefree:

100%: All units in specified multi-unit housing must be smokefree.

Another stated %: The stated percent of units in specified multi-unit housing must be smokefree.

N/S = Not Specified: The law does not specify the percent of units currently required to be smokefree or the percent of units currently required to be smokefree cannot be determined by how the law is written, such as: applying only to new multi-unit buildings but not to existing multi-unit buildings or designating at certain percentage of units as nonsmoking or limiting smoking to certain buildings or permitting current residents to continue to smoke indefinitely.

Initial Effective Date:

The date when some multi-unit housing must be 100% smokefree. For example, Baldwin Park, CA (marked as Some for *All Units Currently Smokefree*) requires that all newly occupied buildings must be 100% smokefree as of 6/21/2012, which is the Initial Effective Date. Baldwin Park also requires that at least 80% of units in all existing buildings be smokefree. Because existing buildings may never be fully smokefree, the Final Effective Date is "Not Specified."

Final Effective Date:

For communities marked as Yes or Some for All Units Currently Smokefree, the Final Effective Date is when all buildings must be 100% smokefree. For communities marked as No for All Units Currently Smokefree, the Final Effective Date is when the strongest provisions of the law goes into effect.

Not Specified:

The law does not specify when all multi-unit buildings must be completely smokefree, due to provisions such as: law permits current residents to continue smoking indefinitely **or** law applies only to newly constructed buildings **or** law applies only to a certain percent of existing units.

ANR Foundation is actively collecting additional laws. **If you know of local laws that you think should be included on the list**, or want to inquire about additional information on particular laws, please contact the ANR Foundation at info@no-smoke.org or 510-841-3032.

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Research: Multi-Unit Housing Smoke-Free Ordinance

For the City of San Fernando. Prepared by Arbyn Olarte and Sevag Sassounian, Community Development Interns. 01/14/2022.

Municipality	Ordinance Adoption	Does the ordinance require a designated outdoor smoking area? Include area size and standards.
Glendale, CA	June 2013	Yes – for new construction multi-family dwelling units only; requires a “Smoking Permitted Areas” permit based on plan submittal; reviewed on case-by-case basis.
Pasadena, CA	July 2011	<p>No – smoking not permitted in all multi-unit housing units, including balconies and patios.</p> <p><i>Additional info:</i></p> <ul style="list-style-type: none"> • <i>First phase: smoking prohibited in outdoor common areas and in newly constructed units.</i> • <i>Next phase: Disclosure of the No Smoking ordinance and reference to the code section had to be provided in every new lease and rental agreement, and real estate purchase agreement starting January 2012.</i> • <i>Last phase: Two years after the ordinance adoption, smoking was prohibited in all units of multi-unit housing, including balconies and patios.</i> • <i>Compliance: Landlord must notify building tenants about new provisions and post universal no-smoking signage. Pasadena Public Health Dept. enforces the ordinance and can issue fines.</i>
Burbank, CA	May 2011	<p>No – no requirement. Ordinance clearly outlines where smoke is or is not permitted; smoking is generally not allowed in common areas or private balconies/patios.</p> <p><i>Additional info:</i></p> <p><i>Designated smoking areas (in public or private property) can be permitted if they meet certain, strict criteria, such as but not limited to:</i></p> <ul style="list-style-type: none"> • <i>Smoking area is as small as practically possible but no less than 50 sq. ft.</i> • <i>Smoking area is not located within 5 ft. of any entrance or exit, or walkway to entrance or exit, of any building or facility open to the public.</i>
Santa Monica, CA	November 2012	<p>No – it is optional for a landlord to designate an outdoor smoking area. Any designated smoking area must abide by the following requirements:</p> <ul style="list-style-type: none"> • Be at least 20 feet from any indoor area or play area • Have a clearly marked perimeter • Be clearly marked with signs; and • Be less than 1/4 of the total outdoor area of the property.

ATTACHMENT "C"

Municipality	Ordinance Adoption	Does the ordinance require a designated outdoor smoking area? Include area size and standards.
		<p>Otherwise, smoking is prohibited in all common areas.</p> <p><i>Additional info:</i> <i>Law is enforced through communication such as via written notice. Any person can enforce the law and take the smoker violating the ordinance to small claims court.</i></p>
West Hollywood, CA	April 2021	<p>No – ordinance prohibits smoking ("tobacco, cannabis, and vaping") in all common areas, and inside new multi-family constructions including balconies and patios.</p> <p>The ordinance includes a phase-in period after which the same rules will apply for existing multi-family dwellings.</p>
Beverly Hills, CA	October 2017	<p>No – ordinance prohibits all smoking including in common areas and within private residences.</p> <p><i>Additional info:</i> <i>There is a one-year phase-in period. On the effective date, smoking is prohibited in all common areas, and in all rental units governed by a new or renewed lease, including month-to-month leases. One year after the effective date, smoking is prohibited in all units, including both rental units and owner-occupied units.</i></p>
Culver City, CA	2014	<p>No – a designated smoking area is optional.</p> <p>Smoking prohibited in common areas except in designated smoke areas: must be unenclosed, at least 25 feet from any Enclosed Area that is Nonsmoking Area or from Non-enclosed Areas primarily used by children and Unenclosed Areas with improvements that facilitate physical activity, swimming pools, playgrounds, tennis courts.</p> <p>Must be no more than 10% of the total Unenclosed Area of the Multi-Unit residence for which it is established.</p> <p>Smoking is prohibited in Unenclosed Areas of a Multi-Unit Residence, including balconies, porches, decks, and patios, within 25 feet in any direction of any doorway, window, opening, or other vent into an Enclosed Area that is a Nonsmoking Area.</p>
Huntington Park, CA	2012	<p>No – a designated smoking area is optional.</p> <p><i>Same provisions as Culver City, CA (see above).</i></p>
Manhattan Beach, CA	2017	<p>No – smoking is prohibited by law in all multi-unit residences, including but not limited to all units and common areas.</p>

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

Date: April 18, 2022

Subject: Presentation and Discussion of City Council Strategic Goals and Priorities for Fiscal Year 2022-2023

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a presentation from Management Partners summarizing the City Council Priority-setting Workshop held on February 18, 2022 (Attachment “A”);
- b. Discuss the City Council priorities for Fiscal Year (FY) 2022-2023 pursuant to the Citywide Strategic Goals and Priority-setting Workshop; and
- c. Provide direction, as appropriate.

BACKGROUND:

1. On April 19, 2021, the City Council adopted the 2022 – 2027 Strategic Goals (Attachment “B”) as a roadmap for staff and the community to move the City forward over the next five years.
2. On February 18, 2022, the City Council held a Priority-setting Workshop facilitated by Management Partners, Inc. to provide an opportunity to set priorities in advance of the FY 2022-2023 annual budget process.

ANALYSIS:

As part of the annual budget development process, the City Council is asked to set Strategic Goals and Priorities for the upcoming fiscal year. The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager’s Proposed Budget.

Presentation and Discussion of City Council Strategic Goals and Priorities for Fiscal Year 2022-2023

Page 2 of 3

- a. Citywide Strategic Goals articulate long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Strategic Goals tend to remain relatively stable over time. The City Council's adopted 2022-2027 Strategic Goals are included as Attachment "B."
- b. City Council Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year. Priorities typically fit within Citywide Strategic Goals, but provide a more specific focus for the upcoming year. City Council priorities for FY 2022-2023 discussed during the Priority-setting Workshop are included as Attachment "A."

2022-2027 Strategic Goals.

The *City-wide Strategic Goals* articulate goals and objectives that the City of San Fernando will work to achieve over the next five years. The Strategic Goals provide context for budget development and revenue priorities to ensure the City Council, the City Manager, Department Directors, City Commissions and all city employees are working to achieve the City's long-term vision, goals and objectives. The Strategic Goals are reviewed annually and will be amended by City Council as needed.

The Strategic Goals are organized into the following categories:

1. Focus on Community First
2. Support Economic Recovery: Stronger Than Ever
3. Preserve Beautiful Homes and Neighborhoods
4. Strengthen Climate Resilience and Environmental Justice
5. Enhance Public Transportation to Move San Fernando
6. Build Resilient and Reliable Infrastructure
7. Forge Financial Strength and Stability
8. COVID-19: Responding to a Pandemic

Priority-setting Workshop.

The City engaged Management Partners to facilitate a Special City Council Study Session to focus on discussing the Strategic Goals and set priorities for FY 2022-2023. The report generated by Management Partners is included as Attachment "A."

The agenda for the Study Session included, among other topics:

- Celebrating prior year accomplishments;
- Reviewing the 2022-2027 Strategic Goals;
- Discussing the results of the Community Survey;
- Conducting a priority-setting exercise with each Councilmember selecting their top six priorities from the list of Strategic Goals; and
- Defining success for the upcoming year.

Presentation and Discussion of City Council Strategic Goals and Priorities for Fiscal Year 2022-2023

Page 3 of 3

Management Partners will provide a presentation to review the results of the Priority-setting Workshop.

BUDGET IMPACT:

Discussion of the Citywide Strategic Goals and City Council Priorities is included in the City Manager and Finance Department annual work programs and are an integral part of setting the tone and providing guidance to the City Manager for preparation of the City Manager's Proposed Budget. Staff will provide the financial impact of achieving long-term strategic goals during the FY 2022-2023 Budget Study sessions.

CONCLUSION:

Staff recommends that City Council receive a presentation from Management Partners summarizing the City Council Priority-setting Workshop held on February 18, 2022, discuss the City Council priorities for fiscal year 2022-2023, and provide direction, as appropriate.

ATTACHMENTS:

- A. City Council Priority-setting Workshop Report – Management Partners
- B. Citywide Strategic Goals 2022 - 2027



City of San Fernando

City Council Priority-Setting Workshop

Held February 18, 2022

March 2022

Management
Partners



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Workshop Report

The City of San Fernando held a Council priority-setting workshop on February 18, 2022, from 11:30 a.m. to 4:00 p.m. at the San Fernando Recreation Park Community Center. The workshop provided an opportunity to set priorities in advance of the annual budget process. This report contains a summary of the results.

Nancy Hetrick ("Facilitator") from Management Partners facilitated the workshop.



Workshop Overview

Objectives

- Celebrate prior year accomplishments
- Establish City Council priorities for the next year
- Establish expectations for regular Council updates on the strategic goals

Agenda

- Welcome and public comment
- Icebreaker
- Celebrate accomplishments
- City Manager's Update – a look back
- Discuss Council priorities for next year
- Establish process for communications and updates
- Wrap up and next steps

Participants

City Council



Mayor
Mary Mendoza



Vice Mayor
Hector A. Pacheco



Councilmember
Sylvia Ballin



Councilmember
Cindy Montañez



Councilmember
Celeste T. Rodriguez

Staff

- Nick Kimball, City Manager
- Julia Fritz, City Clerk
- Richard Padilla, City Attorney
- Executive Team members (in attendance)

Workshop Preparation

In preparation for the workshop, the Facilitator conducted interviews with each Councilmember and held meetings with the City Manager to discuss the workshop. She then prepared an agenda, handouts, and PowerPoint presentation.

Welcome and Opening Comments

The workshop began with a welcome and call to order by Mayor Mendoza, who thanked everyone for attending the workshop. City Manager Nick Kimball then offered comments about the importance of the day's discussions and what he hoped the group would get out of the day.

Following these opening comments, the Facilitator reviewed the workshop's objectives and agenda. She reviewed the suggested ground rules and explained the purpose of the "bike rack," as summarized below.

Workshop Ground Rules

The Facilitator suggested several ground rules to help the group have a successful workshop:

- ✓ Listen with intent
- ✓ Be present: turn off devices to minimize distraction
- ✓ Seek consensus
- ✓ Respect differences
- ✓ Enjoy the day

Bike Rack

The Facilitator explained that items that were raised during the workshop that did not need immediate attention would be recorded on a "bike rack." No items were added to the bike rack during the workshop.

Icebreaker

To get things started, the Facilitator asked the Council members to imagine reading a newspaper headline in three years about San Fernando. They were asked to write a headline that they would be excited to read that celebrates a major achievement for the City of San Fernando.

Councilmembers and City staff wrote the following headlines:

- New Dog Park Opens
- New Police Captain and 40+ Officers Hired
- San Fernando – Safest City to Live In
- San Fernando – California Destination: Safe, Clean, Green, Booming, and Happy
- City Transforms Parks into Community Resource, so Residents Can Connect to Resources, Jobs, and Technology
- San Fernando: Small Urban City with Best Quality of Life



Celebrate Accomplishments

The City Manager presented many of the City's accomplishments over the past year. This presentation is included as Appendix 1. Councilmembers were then asked if there were any additional accomplishments they would like to highlight. The result was the list below:

- Approved Measure SF (3/4 cent sales tax)
- Approved moving forward with a Housing Coordinator position
- Worked as a team
- Received grant money for Las Palmas Park
- Conducted enhanced outreach to the community
- Passed Measure MJ in 2020 (banned marijuana)
- Completed a Parking Management study
- Got things done
- Made progress on housing and homelessness challenges
- Started an outdoor market in the Downtown Pedestrian Mall
- Felt proud of City staff
- Worked together on the budget and strategic goals

City Manager's Look Back

After reflecting on the City's accomplishments related to the strategic goals, the City Manager provided context on the challenges the City faced and has overcome in the last few years. These included:

- San Fernando's General Fund dipped below its reserve target in 2008, and it had risen above the reserve target again in 2020.
- Staffing had decreased nearly 30% between 2004 and 2018, but it was now increasing.
- San Fernando has had department head vacancies that lasted prolonged periods, but most of those vacancies are now filled.



City Council Strategic Goals

The Facilitator then encouraged Councilmembers to reflect on the eight current strategic goals:

1. Focus on Community First
2. Support Economic Recovery: Stronger than Ever
3. Preserve Beautiful Homes and Neighborhoods
4. Strengthen Climate Resilience and Environmental Justice
5. Enhance Public Transportation to Move San Fernando
6. Build Resilient and Reliable Infrastructure
7. Forge Financial Strength and Stability
8. Covid-19: Responding to a Pandemic

The Facilitator shared the results of interviews with Councilmembers related to the strategic goals, which are summarized in Table 1.

Table 1. Council Interview Themes

Council Goals	Interview Themes
Focus on Community First	Continue Police Department improvements (e.g., staffing) Create healthy spaces (i.e., streets, sidewalks, parks) Develop a parking permit program
Support Economic Recovery	Engage the community on Economic Development Master Plan Focus on business development and local business support
Preserve Beautiful Homes and Neighborhoods	Support workforce development Implement a Beautification Plan Stay ahead of homelessness
Strengthen Climate Resilience and Environmental Justice	Review housing design standards Increase the tree canopy Improve stormwater capture
Enhance Public Transportation to Move San Fernando	Invest in sidewalk improvements Create safe and active streets (i.e., walking paths, bikeways)
Build Resilient and Reliable Infrastructure	Maintain infrastructure Implement a street maintenance plan
Forge Financial Strength and Stability	Update internal policies and procedures (including contract management and process) Focus on basics first

Council members did not discuss priorities related to the COVID-19 goal during the interviews.



Community Survey

The Facilitator then reviewed the responses to a community survey that asked which of the Council's strategic goals mattered most to residents. The survey was provided in both English and Spanish and approximately 650 people responded. The survey asked respondents to select their top two priorities for each of the first six strategic goals.

Of the respondents, 86% lived in San Fernando and 21% worked in San Fernando. The Facilitator identified the top three priorities for each strategic goal. Those priorities identified by more than 50% of survey respondents were noted in red. Table 2 summarizes those results.

Table 2. Community Survey Results

Council Strategic Goals	Community Survey Results – Top Priorities
Focus on Community First	Increased police services and community-based public safety programming (45%) Increase efforts to address homelessness (32%) Increase opportunities for the community to participate in city decisions (32%)
Support Economic Recovery	Support economic recovery of local businesses (55%) Create job opportunities (48%) Invest in the City's business corridors (34%)
Preserve Beautiful Homes and Neighborhoods	Provide low-cost home-improvement loans (48%) Enforce property maintenance standards (39%) Support regular neighborhood cleanup events (39%)
Strengthen Climate Resilience and Environmental Justice	More walking trails and paths (44%) More parks and green spaces (41%) Plant more trees (40%)
Enhance Public Transportation to Move San Fernando	Increase pedestrian safety to make San Fernando more walkable (58%) Increase low-cost/no-cost public transportation services (46%) Invest in bike lanes and bike safety to make San Fernando more bikeable (27%)
Build Resilient and Reliable Infrastructure	Fix sidewalks (54%) Pave residential roads (47%) Replace water and sewer lines (34%)

Council Priority-Setting

The Facilitator then distributed six sticky dots to each Councilmember and asked them to vote for their top priorities on large-format posters. Each poster displayed the Council's strategic goals and the priorities that aligned with each goal.

The number of votes that each Strategic Goal category and each priority received are shown below:

1. Focus on Community First (6 votes total)

- a. Provide a high standard for service and quality of life. (2 votes)
- b. Increase San Fernando Police Department resources. (2 votes)
- c. Improve the City's use of technology. (1 vote)
- d. Increase opportunities and support for residents to secure basic needs. (1 vote)

2. Support Economic Recovery: Stronger than Ever (3 votes total)

- a. Provide technical and financial assistance programs for small business retention, expansion and recruitment. (1 vote)
- b. Enhance the historic downtown business corridor. (1 vote)
- c. Beautify the Civic Center. (1 vote)

3. Preserve Beautiful Homes and Neighborhoods (6 votes total)

- a. Develop a Homeless Plan and policies. (2 votes)
- b. Facilitate common-sense housing policy. (1 vote)
- c. Promote home ownership and first-time homeowner programs. (1 vote)
- d. Explore programs that provide technical assistance, architectural guidance, and financial support for the preservation and restoration of historic residential homes. (1 vote)
- e. Develop policies, financial literacy and financial incentives to address displacement pressures. (1 vote)

4. Strengthen Climate Resilience and Environmental Justice (4 votes total)

- a. Safeguard the City's water quality and local water supply. (4 votes)

5. Enhance Public Transportation to Move San Fernando (3 votes total)

- a. Ensure the East Valley Regional Light Rail and Metrolink projects servicing San Fernando are developed responsibly. (1 vote)
- b. Pursue funding to construct projects identified in Metro's First/Last Mile Plan, the City's Safe and Active Streets Plan, and other planning efforts. (1 vote)
- c. Beautify and update bus stops. (1 vote)

6. Build Resilient and Reliable Infrastructure (3 votes total)

- a. Increase capital expenditures to address critical infrastructure needs. (3 votes)

7. Forge Financial Strength and Stability (4 votes total)

- a. Invest in a Grant Manager or Grant Management Services. (3 votes)
- b. Implement strategies to reduce long-term pension and other post-employment benefits (i.e., retiree health) liabilities. (1 vote)

8. COVID-19: Responding to a Pandemic (0 votes)

Council asked City staff for their reactions to the top priorities. Staff indicated that the Council's chosen priorities aligned with their work programs. Staff reported there are efforts around water treatment and storage, as well as paving and sidewalks, underway. They stated that the priorities also aligned with grant opportunities being pursued, and provided an opportunity for collaboration across departments.

Defining Success

The Facilitator encouraged the Councilmembers to consider what success for each of these priorities would be and how staff could determine if they were successful during the next year. Councilmembers provided the following insights:

- Tell the City's story to residents and the community; show progress on goals
- Identify the City's baseline to measure growth
- Identify measurable outcomes
- Track progress through a customer relationship management (CRM) platform
- Engage the community through technology
- Engage the Spanish-speaking population (i.e., through translation of emails)
- Build community awareness about available public services
- Increase Police Department resources so it can engage the community more effectively
- Focus on young people through police outreach
- Improve resident quality of life
- Decrease homelessness to zero
- Use signage to show residents progress towards goals (such as fixed sidewalks and paved streets)

- Be accessible and fun, and avoid jargon
- Use photos
- Toot our own horn

Getting Updates

The Facilitator asked Councilmembers to consider what they need from the City Manager to feel informed and up to date and engaged the group in dialogue about what would be helpful. The following ideas were generated:

- Include bullet points on progress towards Strategic Goals in the City Manager's Update
- Establish quarterly updates on the Strategic Goals
- Optimize the City's Constant Contact database
- Utilize targeted public-service announcements (similar to what was used for COVID-19 awareness)
- Improve messaging with data
- Engage with residents through Police Department outreach, including young people
- Hold community events, such as Town Hall meetings with the Police Chief or other City staff available to answer questions
- Utilize City information kiosks
- Use the City Council agenda forecast to be more forward-looking and anticipate items that are coming
- Notify Councilmembers when new City projects will start
- Enhance City staff project calendar

Wrap Up and Next Steps

In closing, the Facilitator encouraged Councilmembers and staff to share their takeaways from the day. Below are the comments that were shared:

- Teamwork is key
- Dot-voting allowed Council to prioritize their goals
- Encouraging the Police Department to be part of the community would be valuable
- Workshop allowed priorities to bubble to the surface and help Council narrow its focus
- Valuable to know the focus for the community
- City's new department heads are excellent
- Council also needs to spend time in the gray areas where there is disagreement
- Importance of communication between Council and City staff

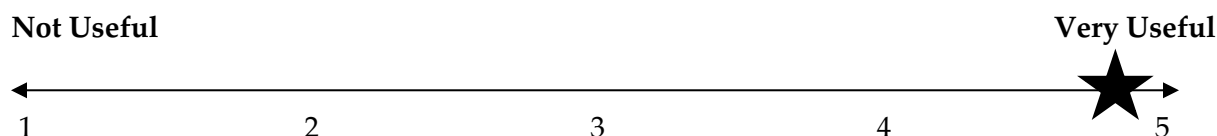
- Councilmembers appreciated the opportunity to hear from department heads and have dialogue
- There's a need to reach residents who lack Internet access

Overall, participants expressed the value of communicating directly with each other. City staff expressed gratitude for the opportunity to attend and hear from Councilmembers directly. A summary of the workshop evaluations is included as Attachment A.

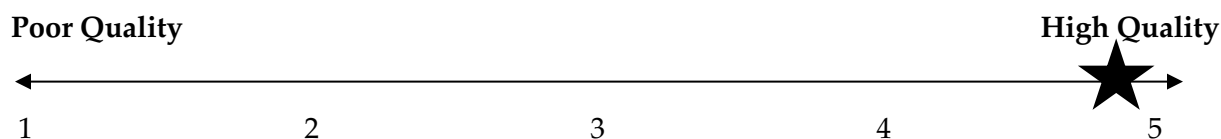
Attachment A – Workshop Evaluation

At the end of the workshop participants were asked to complete a workshop evaluation form. The following responses are a compilation of answers from eight of the workshop participants.

Overall usefulness of the workshop (**4.8 average score**)



Overall quality of the workshop (**4.8 average score**)



The best thing about this workshop was...

Participants valued the opportunity to find common ground in a casual environment that allowed them to define specific Council priorities. Some felt that it allowed them to plan ahead more effectively and appreciated that the facilitators encouraged substantive dialogue.

Some things that could have been better...

Most respondents did not feel that there was anything to improve. Several suggested that there could have been more opportunity for creative activities and exercises in small groups.

What elements of the session will be most useful to you?

Most respondents said that the specific Council priorities would be the most useful. Others said that the success measures and the open conversation with the Council and staff were most useful.

I'm glad that the facilitators...

Participants complimented the facilitators on their easygoing and approachable demeanor. They appreciated that the facilitators had a specific agenda that helped move the conversation forward and guide the discussion.

I wish the facilitators would have...

Most participants did not suggest any improvements. One participant suggested recognizing all the Council's priorities. Another suggested encouraging more policy-oriented discussions.

Other Comments...

Some participants suggested that this workshop should take place on an annual basis.

Appendix 1 – Presentation of Accomplishments Provided by City Manager



City Council Priority-Setting Workshop
Appendix 1 – Presentation of Accomplishments Provided by City
Manager

Management Partners



FY 2021-2022 Accomplishments

- **Not an exhaustive list of accomplishments to date.**
- **Highlight more significant accomplishments that meet the City's Strategic Goals.**
- **Value added to leverage San Fernando taxpayer funds:**
 - \$8.7 million in competitive Grants.
 - \$24 million in Pending Grant Applications.
 - \$25.9 million in current grant funded CIPs.

February 18, 2022



Grants Received Since July 1, 2021

Description:	Granting Agency	Amount Awarded	Resp. Dept:
1 Alcohol Policing Partnership Program	Alcoholic Beverage Control Board	63,704	Police
2 City-Wide Radio System, Body -Worn Cameras and in -vehicle cameras	State of California	2,000,000	Police
3 On-site education/presentation annually at various educational institutions	CA Dept. of Justice	113,735	Police
4 Funding to acquire a virtual de-escalations training system	US Dept. of Justice	91,845	Police
5 Selective Traffic Enforcement Program	CA Office of Traffic Safety	55,000	Police
6 Homeless Outreach Services Team	Measure H	9,000	Police
7 Water and Wastewater Arrearage Payment Program	CA Dept. of Water Resources	292,846	Finance
8 Community Nonprofit Resiliency Program	Dr. Lucy Jones Center	5,000	Admin
9 PSPS Program: Purchase large capacity mobile generators for LP and Rec Park	CA Office of Emergency Services	300,000	Public Works
10 Prepare Climate Action Plan, Phase 1	SoCal Gas	50,000	Public Works
11 Solar Battery Storage Rebate Program (SGIP)	SoCal Edison	590,000	Public Works
12 Prepare Urban Forestry Management Plan	Cal Fire	284,000	Public Works
13 Renovations and improvements at Las Palmas Park	Proposition 68	4,200,000	Recreation
14 Funding to operate Mariachi Master Apprenticeship Program	National Endowment for the Arts	55,000	Recreation
15 Open Streets - Northeast Valley Community Street Festival	Metro	500,000	Recreation
16 San Fernando Valley Mile	Anthem Blue Cross	40,000	Recreation
Subtotal:		8,650,130	
Private Funding Raised:			
1 Holiday basket program serving 125 families and seniors	Private Donors	13,000	Police
2 Police Advisory Council (PAC)	Private Donors	5,400	Police
3 Provided more than 35 meals to persons experiencing homelessness	Private Donors	350	Police
4 Mariachi Masters Apprenticeship Program honorarium	Private Donor (Plaza de La Raza)	1,000	Recreation
Subtotal:		19,750	
TOTAL:		8,669,880	

February 18, 2022



Focus on Community First

Achieved the following to enhance the quality of life and community satisfaction in San Fernando.

- 1) Significant recruitment efforts to enhance service to the public:**
 - a. Completed Executive recruitments for *Director of Community Development* and *Police Chief*.
 - b. *New Assistant to the City Manager* position to focus on grants, public information and community outreach, and policy development and support.
 - c. Completed 24 recruitments and hired 31 new employees.
- 2) City Council Chamber Audio Visual Upgrade to broadcast meetings in real time enhancing accessibility and transparency.**
- 3) Worked with City Council to implement the San Fernando Beautification Program to complete community cleanups.**

February 18, 2022



Focus on Community First (cont.)

- 4) Return of Community Events:**
 - *National Night Out* with more than 800 attendees.
 - *Special Olympics Law Enforcement Torch Run*.
 - *San Fernando Birthday Celebration* at the Lopez Adobe.
 - Revitalized *Holiday Tree Lighting Ceremony* in partnership with the Mall Association.
 - Planning a new, large scale *4th of July Celebration* for the first time in more than ten years.
- 5) Received more than 625 responses to a Community Survey soliciting feedback on community priorities.**

February 18, 2022



Support Economic Recovery: Stronger Than Ever

Achieved the following to support economic development and the business community:

- 1) Received a Bronze Certificate of Recognition for “Most Business-Friendly City” from LA EDC for the City’s business friendly actions during COVID-19.
- 2) Established \$10,000 small business grants through LACDA (available 2/28/2022).
- 3) Received almost 50 responses from small businesses to a Business Survey to receive feedback for small business recovery needs.

February 18, 2022



Support Economic Recovery: Stronger Than Ever

Continued:

- 4) Completed the Bollard Installation Project to provide permanent and safe infrastructure to facilitate the San Fernando Street Fair.
- 5) Working with City Council to establish a staff position (Deputy City Manager/Economic Development) responsible for Economic Development and Business Liaison services.
- 6) Finalizing an updated MOU with the San Fernando Mall Association to facilitate revitalization of the Downtown Mall.

February 18, 2022



Preserve Beautiful Homes and Neighborhoods

Achieved the following to preserve the beautiful architecture of our homes and desirable characteristics of our neighborhoods:

- 1) Completed a public review and submitted a draft of the City's 2021-2029 Housing Element to the State HCD and City Council.
- 2) Processed more than 325 Code Enforcement notices to ensure compliance with the City's zoning, safety, and property maintenance standards.
- 3) Completed Parking Management Master Plan study. Next steps: Work to establish and implement residential parking permit program.

February 18, 2022



Preserve Beautiful Homes and Neighborhoods

Continued:

- 4) Received approval to establish a new Housing Coordinator position to re-manage Housing Rehab Loans, Down payment Assistance Loans, Homeless Outreach Coordination, Landlord/Tenant Programs, and other housing related efforts.
- 5) Completing initial draft of Homeless Plan and convened Northeast Valley Homeless Task Force to coordinate outreach efforts in the northeast San Fernando Valley.

February 18, 2022



Strengthen Climate Resilience and Environmental Justice

Achieved the following to be good stewards of the environment and the positive impact environmental responsibility has on the health and well-being of residents.

- 1) Awarded the Solar, HVAC, and Battery Energy Storage System design contract for the Police Department, Public Works, and City Hall facilities.
- 2) Awarded construction contracts for the Recreation Park Infiltration project.
- 3) Awarded construction contracts for an additional Nitrate Water Treatment System and Upper Water Reservoir Replacement Project.
- 4) Planted approximately 550 trees (215 in FY 21-22) through the Calles Verdes Project.
- 5) Received grant funding to prepare a Climate Action Plan and Urban Forest Management Plan.

February 18, 2022



Enhance Public Transportation to Move San Fernando

Achieved the following to enhance regional and local public transportation and active streets networks.

- 1) Completing the Safe and Active Streets Implementation Plan to support an enhanced biking and pedestrian network throughout the City.
- 2) Completed a community cleanup of the Mission City Bike Trail, including repainting of signage.

February 18, 2021



Build Resilient and Reliable Infrastructure

Achieved the following to address the City's aging infrastructure, including streets, sidewalks, water and sewer transmission lines, sports fields and courts, and public buildings.

- 1) Awarded multi-year engineering services contracts to support the design and construction of new street paving program, water facility improvements, and general engineering support.
- 2) Finalizing plans and specifications for paving and slurry seal program to begin in June 2022.
- 3) Awarded construction contracts for the Pico Street Resurfacing project.
- 4) Awarding contracts for parking lot sweeping, sidewalk repair, street signage, and striping/pavement marking services by April 2022.

February 18, 2022



Forge Financial Strength and Stability

Achieved the following to maintain fiduciary responsibility to San Fernando taxpayers:

- 1) Completed Pension Obligation Bond refinancing resulting in estimated savings of approximately \$16.5 million over the 25-year term.
- 2) Received \$8.7 million in competitive grant and private funding.
- 3) Received the GFOA Distinguished Budget Presentation Award for the 7th consecutive year and the Certificate of Achievement for Excellence in Financial Reporting for the 37th consecutive year.

February 18, 2022



Covid-19: Responding to a Pandemic

Achieved the following milestones in the vaccination and recovery phase of the emergency response.

- 1) San Fernando Fully Vaccinated Rates (2/6/2022)**
 - a) All Eligible (Age 5+): 73.2%
 - b) Youth (12-17): 84.5%
 - c) Seniors (65+): 93.9%
- 2) Received \$5.6 million in ARPA funding, engaged HdL consulting services and formed an Ad Hoc to assist with developing a comprehensive program to support San Fernando's economic recovery.**

February 18, 2022



CITY OF SAN FERNANDO

2022-2027 Strategic Goals

Adopted April 19, 2021



Historic & Visionary

As the home of the Fernandeano-Tataviam indigenous people and incorporated in 1911, the City of San Fernando is one of California's charming historic small towns.

The *City-wide Strategic Goals* articulate goals and objectives that the City of San Fernando will work to achieve over the next five years. The Strategic Goals provide context for budget development and revenue priorities to ensure the City Council, the City Manager, Department Directors, City Commissions and all city employees are working to achieve the City's long-term vision, goals and objectives. The Strategic Goals are reviewed annually and will be amended by City Council as needed.

2022-2027 Strategic Goals

The strategic goals guiding the development of the fiscal year 2021-2022 budget are:



I. FOCUS ON COMMUNITY FIRST



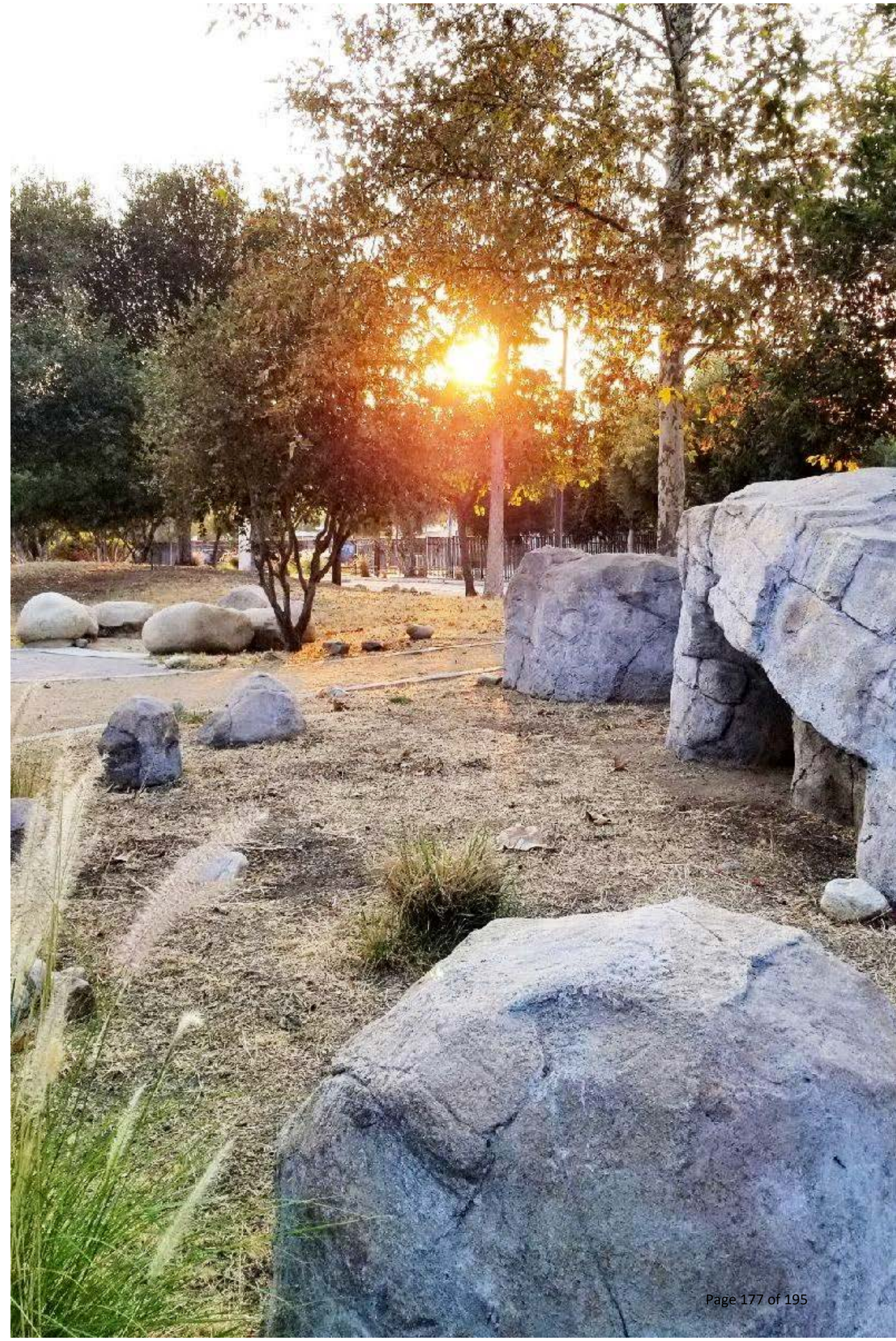
II. SUPPORT ECONOMIC RECOVERY:
STRONGER THAN EVER



III. PRESERVE BEAUTIFUL HOMES AND
NEIGHBORHOODS



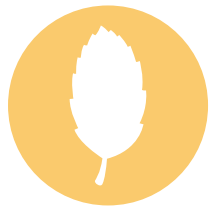
IV. STRENGTHEN CLIMATE RESILIENCE
AND ENVIRONMENTAL JUSTICE



2022-2027 Strategic Goals (continued)



V. ENHANCE PUBLIC
TRANSPORTATION TO MOVE SAN
FERNANDO



VI. BUILD RESILIENT AND RELIABLE
INFRASTRUCTURE



VII. FORGE FINANCIAL STRENGTH AND
STABILITY



VIII. COVID-19: RESPONDING TO A
PANDEMIC



I. FOCUS ON COMMUNITY FIRST

The City Council's focus is on enhancing the quality of life and community satisfaction in San Fernando. Working to implement the following goals will put the Focus on Community First:

1. Provide a high standard for service and quality of life for San Fernando taxpayers, residents and community members through our top-notch San Fernando Police Department, community-based public safety programming, efficient service delivery, access to local government, and excellent public service.
2. Provide opportunities for community engagement to further develop strategic goals and ensure they are consistent with community needs.
3. Create a public engagement policy and strategy to pro-actively seek community feedback on major City decisions.
4. Increase San Fernando Police Department resources for personnel, equipment, training and community-based policing options.
5. Explore opportunities to expand recreation and sports programs, senior programs, and the *Healthy San Fernando* initiative.
6. Improve the City's use of technology to enhance customer service, work more efficiently, improve transparency for residents, businesses and other stakeholders, and increase community access to broadband.
7. Increase opportunities and support for residents to secure basic needs, and obtain quality education, decent work, and family services.

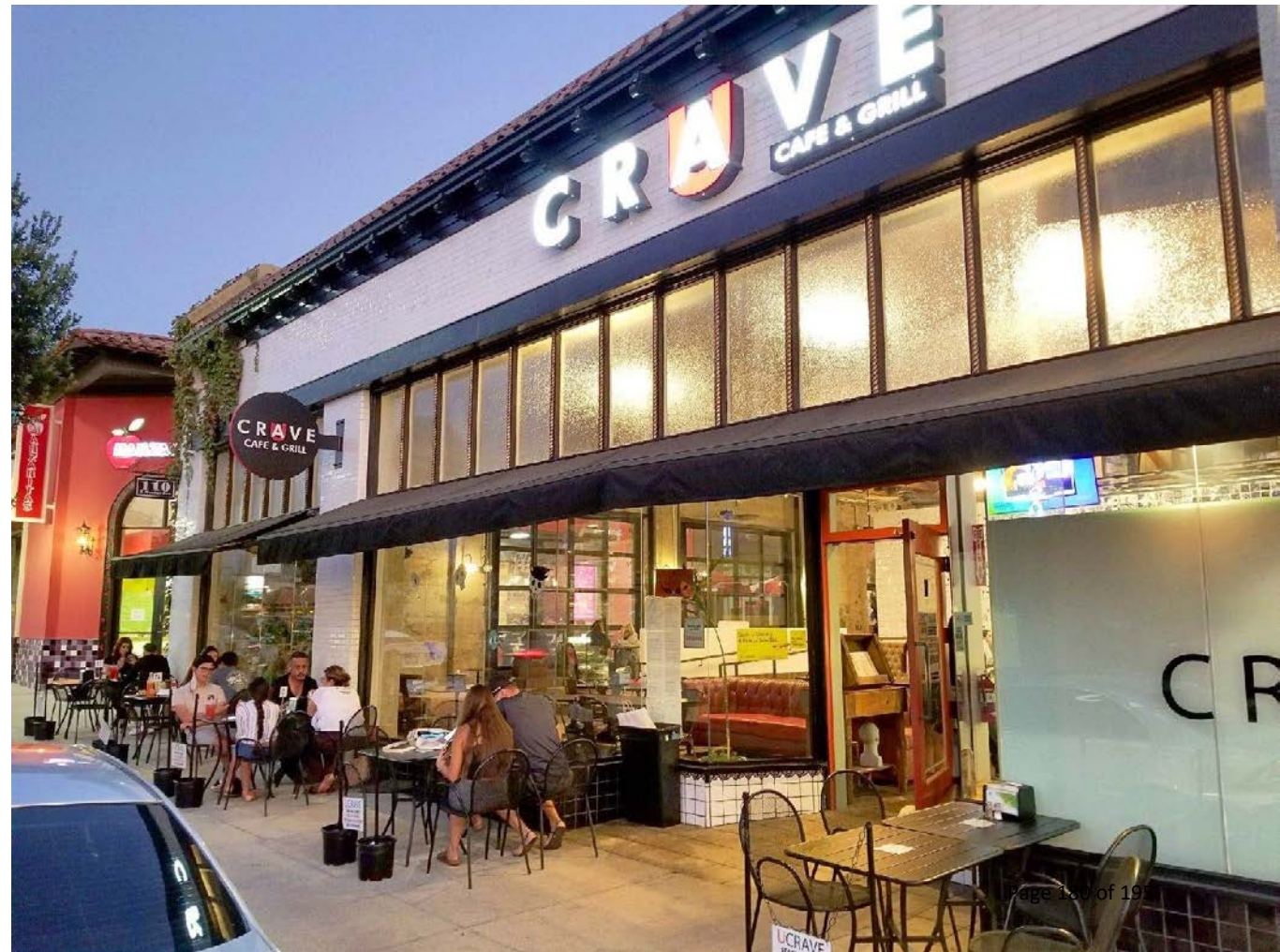


II. SUPPORT ECONOMIC RECOVERY: STRONGER THAN EVER

April 18, 2022 Regular CC Meeting

The City Council's intent is to facilitate a strong recovery from the long-term financial impacts of the Great Recession and near term impacts of the COVID-19 pandemic by focusing on economic development, championing place-making efforts, and supporting the business community. To achieve this, the City has the following goals to Recover Stronger Than Ever:

1. Pursue economic development opportunities to bolster the City's revenue and promote the City's healthy business climate, top-notch City services, historic neighborhoods and arts and cultural resources.
2. Integrate and highlight San Fernando's history, art and culture into cultural and economic development plans. Support economic development efforts, including music and arts projects/programs, that highlight San Fernando's native American and Latin American roots.
3. Provide technical and financial assistance programs for small business retention, expansion and recruitment. (Business One-Stop Center)
4. Enhance the historic downtown business corridor through the creation of a Downtown Master Plan, architectural design and signage standards, business development support and pedestrian focused improvements.
5. Attract and retain private investment in all of the City's business corridors and support place-making efforts.
6. Attract well-paying jobs to the City's industrial corridors and commercial zones by focusing on growing industries including, but not limited to, climate resiliency research and development, clean energy and other emerging technologies, and arts and entertainment.
7. Beautify the Civic Center through investment in public buildings and infrastructure, including modernizing the City's Police Station, City Hall and Public Works support facilities, and supporting the Los Angeles Unified School District efforts to restore and rehabilitate the historic San Fernando Auditorium and Morningside Auditorium to be used as a public theatre.



III. PRESERVE BEAUTIFUL HOMES AND NEIGHBORHOODS

April 18, 2022 Regular CC Meeting

The City Council recognizes the beautiful architecture of our homes and desirable characteristics of our neighborhoods. To preserve this, the City will work toward the following goals to Preserve our Beautiful Homes and Neighborhoods:

1. Facilitate common-sense housing policy to preserve the charm of San Fernando.
2. Promote home ownership and first time homeowner programs, particularly programs that provide home ownership opportunities for current San Fernando residents/renters.
3. Explore programs that provide technical assistance, architectural guidance, and financial support for the preservation and restoration of historic residential homes.
4. Explore programs that provide technical assistance, architectural guidance, and financial support for home rehabilitation for low- and moderate-income homeowners.
5. Develop a Homeless Plan and policies to support unsheltered and under housed individuals and families.
 - a) Update accessory dwelling unit and junior accessory dwelling unit ordinance to improve the City's affordable housing supply.
 - b) Develop policies for individuals dwelling in vehicles and other sheltered locations.
6. Develop policies, financial literacy and financial incentives to address displacement pressures for individuals and families that are functionally under-housed.

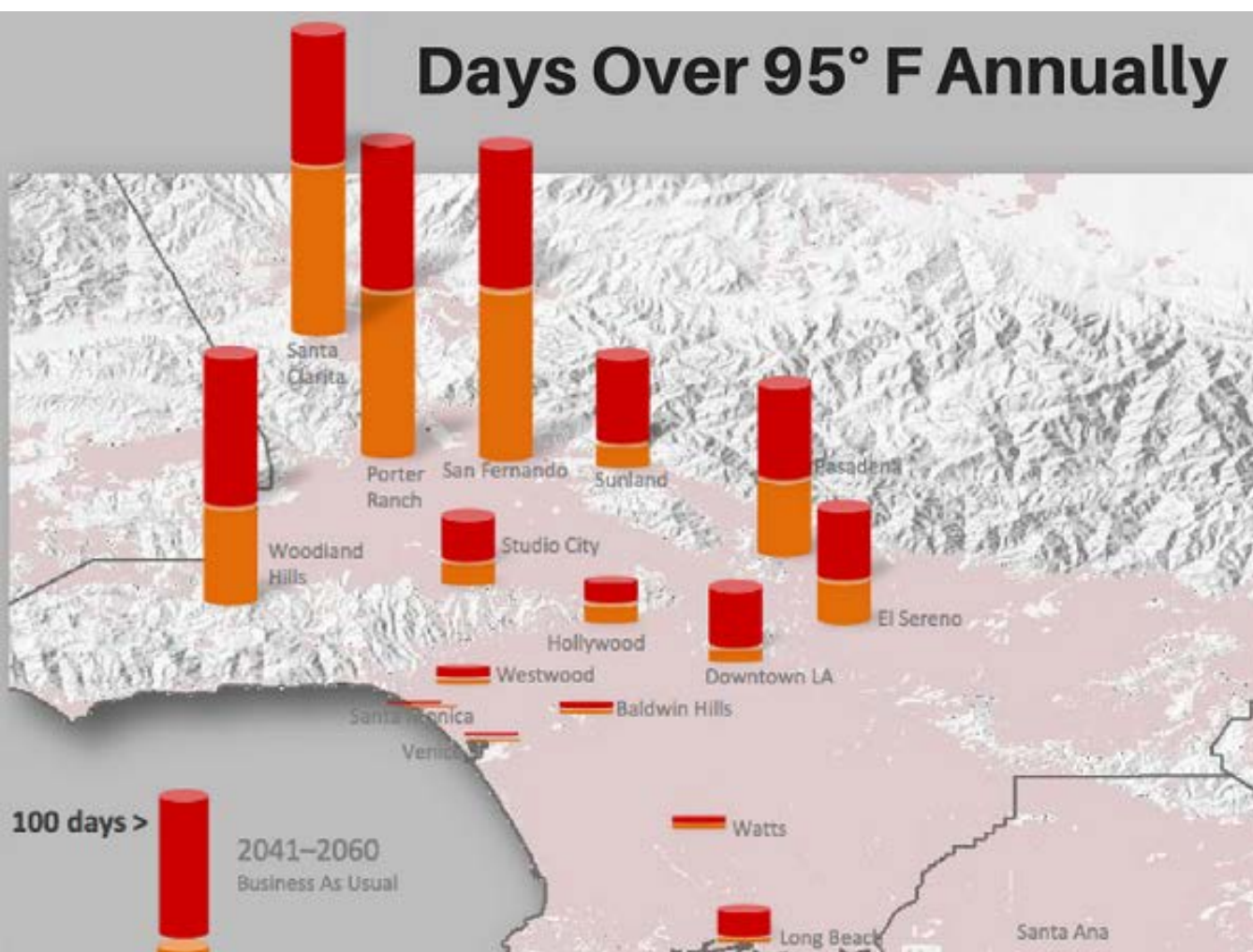




IV. STRENGTHEN CLIMATE RESILIENCE AND ENVIRONMENTAL JUSTICE

The City Council understands the City's responsibility to be good stewards of the environment and the positive impact environmental responsibility has on the health and well-being of residents. Working to achieve the following goals will Strengthen Climate Resilience and Environmental Justice:

1. Protect public health and the City's natural resources by promoting energy efficient capital improvements, developing plans to reduce climate-related risks, and supporting federal and state legislative efforts to increase climate resilience and adaptation funding for impacted communities like San Fernando.
2. Invest in tree planting and care efforts and strengthen the City's urban forest to improve air quality, expand native habitat and address extreme heat and heat island impacts.
 - a) Increase tree canopy coverage by 33% by the end of fiscal year 2027 (i.e. add approximately 2,000 trees).
 - b) Seek resources to develop and implement an Urban Forest Management Plan.
3. Safeguard the City's water quality and local water supply through risk, resiliency and redundancy improvements, infiltration projects, treatment and storage improvements, and conservation programs.
 - a) Complete the *San Fernando Park Infiltration Project* by the end of fiscal year 2025. Once completed, this project will infiltrate up to 400-acre feet of water annually (130.3 million gallons) and prevent this captured water from going into the Pacoima Wash, a tributary to the Los Angeles River.
 - b) Pursue funding to restore and rehabilitate 8th Street Natural Park to achieve maximum water capture and infiltration.
 - c) Move forward with *Green Streets* and other stormwater capture projects, such as the Carlisle Green Street project and stormwater capture improvements at South Maclay and Parking Lot 4 (Truman and Brand Blvd).
 - d) Plan, design and build the Pacoima Wash Greenway to address flooding and stormwater compliance and expand open space.
 - e) Continue to use 100% local ground water supply to meet residential and commercial water demand through projects like a Phase 2 of nitrate treatment plant for wells 2A and 3A to provide resiliency for the City's water supply.
4. Reduce the City's carbon footprint through energy efficient facility improvements, aggressive waste and food reduction, recycling and reuse, and alternative energy vehicles and equipment.

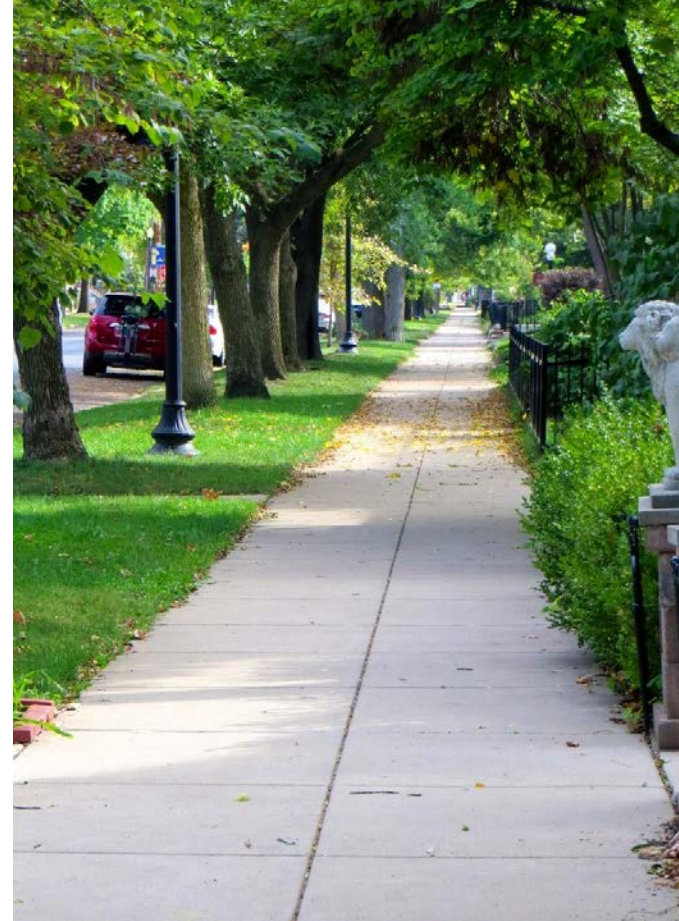


V. ENHANCE PUBLIC TRANSPORTATION TO MOVE SAN FERNANDO

The City Council understands the critical role regional and local public transportation networks play in providing a way for our essential workers to get to work, reducing traffic congestion, and reducing our carbon footprint. The following goals provide a framework to Enhance Public Transportation and Move San Fernando:

1. Enhance regional and local public transportation options that benefit residents as well as employees, visitors, and customers of San Fernando businesses and cultural institutions.
2. Ensure the East Valley Regional Light Rail and Metrolink projects servicing San Fernando are developed responsibly with adequate mitigation for traffic, pedestrian and parking impacts to not create an undue hardship to the City's residents and businesses.
3. Pursue funding to construct projects identified in Metro's First/Last Mile Plan, the City's *Safe and Active Streets Plan*, and other planning efforts that support access to public transportation and pedestrian-focused improvements.
4. Provide affordable local transportation, including the ability to offer the Mission City Transit service without charging a fare.
5. Beautify and update bus stops by making them more user friendly, attractive, clean and architecturally consistent.
6. Support and prioritize deployment of transportation electrification and alternative fuels through the promotion of electric charging and clean natural gas public stations.
7. Improve the City's Trails Network including increased maintenance of the Mission City Bike Trail and completing the Pacoima Wash Greenway.





VI. BUILD RESILIENT AND RELIABLE INFRASTRUCTURE

The City Council recognizes the costly impact of deferred maintenance of the City's aging infrastructure, including streets, sidewalks, water and sewer transmission lines, sports fields and courts, and public buildings. The following goals will help reduce the long-term cost of deferred maintenance and provide direction to Build Resilient and Reliable Infrastructure:

1. Increase capital expenditures to address critical infrastructure needs, including, but not limited to, addressing deferred maintenance of city streets, water and sewer systems, and sidewalks.
2. Leverage federal, state and county transportation funding to maximize residential and commercial street paving each year.
 - a) Goal to spend at least \$2,000,000 per year to resurface at least 2 miles of residential streets per year.
 - b) After resurfacing, slurry seal residential streets every 5 years.
3. Develop a sidewalk replacement program to increase safety and walkability throughout the City.

VII. FORGE FINANCIAL STRENGTH AND STABILITY

The City Council holds their fiduciary responsibility to San Fernando taxpayers in highest regard and values strong financial management practices. The following goals will ensure the City continues to Forge Financial Strength and Stability:

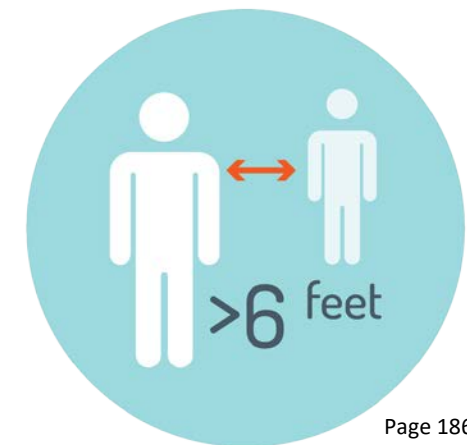
1. Manage and grow the City's revenues and reserve balances in a number of critical funds, including, but not limited to, the General Fund, Self-Insurance Fund, Equipment Replacement Fund and Enterprise Funds in accordance with the City's Comprehensive Financial Policies.
2. Review and update the City's Comprehensive Financial Policies bi-annually. Policy areas address in the Comprehensive Financial Policies include: 1) Long-term Financial Planning, 2) Auditing, Financial Reporting and Disclosure, 3) Revenue Collection, 4) Investment and Cash Management, 5) Capital Assets and Capital Improvement Projects, 6) Financial Reserves and Fund Balances, 7) Post-employment Benefit Funding, 8) Grant Administration, 9) User Fees and Service Charges, 10) Cost Allocation, and 11) Debt Management.
3. Review and update the City's Investment Policy annually.
4. Implement strategies to reduce long-term pension and other post-employment benefits (i.e. retiree health) liabilities.
5. Invest in a Grant Manager, or Grant Management Services, to secure funds to implement strategic goals and priority projects.
6. Continue to submit and receive the Government Financial Officers Association (GFOA) Awards for Excellence in Financial Reporting and Budget Preparation.



VIII. COVID-19: RESPONDING TO A PANDEMIC

The City Council has made response to the COVID-19 pandemic the highest priority since it first declared a local state of emergency on Monday, March 16, 2020. The City's COVID-19 response effort now shifts away from the outreach, education and enforcement phase to the vaccination and recovery phase, which are reflected in the goals below. The following short-term goals are expected to be completed in the first year of this Strategic Goals cycle and may be removed from future updates of this document:

1. Work with elected officials, state and county agencies, and community partners to vaccinate 75% of the 65+ senior population and eligible general population by December 31, 2021, while continuing the free COVID-19 testing program.
2. Increase capability to disseminate timely and relevant information to the community through effective communication channels and community partners.
 - a) Leverage community partnerships to maximize outreach for vaccine distribution, updated health order information, financial programs available to residents and businesses, and available technical/financial assistance programs.
 - b) Utilize emergency communication capability (ALERT San Fernando) appropriately to ensure important information is actively pushed out to the community.
3. Support federal, state and local funding for COVID-19 relief programs, especially for most impacted communities.



2021-2022 CITY LEADERSHIP

CITY COUNCIL

Mayor Sylvia Ballin

Vice Mayor Mary Mendoza

Councilmember Cindy Montañez

Councilmember Hector Pacheco

Councilmember Celeste Rodriguez

CITY MANAGER AND DIRECTORS

City Manager Nick Kimball

City Clerk Julia Fritz

Police Chief Anthony Vairo

Director of Finance Diego Ibañez

Director of Public Works Matt Baumgardner

Director of Recreation and Community Services

Julian Venegas

Director of Community Development: Vacant



The City of San Fernando was incorporated on August 31, 1911



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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: April 18, 2022

Subject: Discussion Regarding the Shutdown of Groundwater Extraction Well No. 2A and the Import of Water from the Metropolitan Water District to Provide Sufficient Water Supply in the City of San Fernando

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file this informational report and update on the shutdown of Groundwater Extraction Well No. 2A and the importation of water from the Metropolitan Water District (MWD);
- b. Discuss the costs associated with importing water from MWD over a period of six to nine months; and
- c. Provide direction to staff, as appropriate.

BACKGROUND:

1. The City owns four groundwater extraction wells (Well No. 2A, Well No. 3, Well No. 4, and Well No. 7A), which are all located just outside the city limits in the Sylmar area.
2. The State Water Resources Control Board - Division of Drinking Water is the regulatory agency for drinking water in California, which sets maximum levels for a number of constituents, including nitrates. The maximum allowable level of nitrates is 10 parts per million.
3. In May 2007, the nitrate concentration at Well No. 7A exceeded the drinking water limit, at which time the Well No. 7A water production was stopped.
4. In November 2009, Well No. 3 had a nitrate reading in excess of the drinking water limit and water production ceased at this location.

Discussion Regarding the Shutdown of Groundwater Extraction Well No. 2A and the Import of Water from the Metropolitan Water District to Provide Sufficient Water Supply in the City of San Fernando

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5. On May 16, 2011, the City Council approved an agreement for the purchase of an ion exchange nitrate removal treatment system with Envirogen Technologies, Inc. (Envirogen) for Well No. 7A.
6. On October 29, 2018, the Nitrate Removal System Project at Well No. 7A was completed and brought on line.
7. On June 15, 2019, the City Council approved Contract No. 1920 with Envirogen to provide Operations and Maintenance Services for the nitrate removal system at Well No. 7A.
8. On November 1, 2021, the City Council authorized a Purchase Order with Envirogen in an amount not-to-exceed \$1,652,110 for the purchase of a proprietary ion exchange nitrate removal treatment system at the City's groundwater Well No. 3 and the preparation of technical and operation reports for the permitting of the new system.

ANALYSIS:

As previously mentioned, the City owns four groundwater extraction wells (Well No. 2A, Well No. 3, Well No. 4, and Well No. 7A), which are all located just outside the city limits in the Sylmar area. These wells extend down into the water table that is part of the Sylmar Groundwater Basin. The City's water rights are exclusively within the Sylmar basin. Both San Fernando and the City of Los Angeles have equal pumping shares of 3,750 acre-feet per year from this Basin. The City has been pumping approximately 2,900 acre-feet each year through groundwater extraction from a combination of Well No. 2A, Well No. 4, and Well No. 7A. The following table shows the maximum amount of water each well is capable of yielding on an annual basis:

Table 1:

	Maximum Pump Rate (in gallons per minute)	Annual Maximum Yield (in gallons)*	Percentage of Annual Water Demand
Well No. 2A	2,000	1.05 billion gallons	114%
Well No. 3 (offline)	1,100	578 million gallons	63%
Well No. 4	300	79 million gallons	8.5%
Well No. 7A	900	473 million gallons	52%

* Note: Annual Maximum Yields assume that the well is being run 24 hours a day, 7 days a week, with the exception of Well No. 4. This well can only be pumped for 12 hours a day to prevent the risk of running dry.

The purpose of this table is to show what each well is capable of contributing toward the City's current water demand of 925 million gallons of water per year.

Discussion Regarding the Shutdown of Groundwater Extraction Well No. 2A and the Import of Water from the Metropolitan Water District to Provide Sufficient Water Supply in the City of San Fernando

Page 3 of 5

Nitrate Concentration Levels.

The groundwater that is extracted from the City's wells is regularly tested for constituents that are regulated by the State's Department of Drinking Water (DDW). Drinking water limits are established for these constituents are set at level to ensure the safety of the public. Of the many regulated constituents, nitrates are the only one that are present in elevated concentration levels in the City's water source. The presence of nitrates in groundwater comes from various processes that transport nitrates into the soil. Natural processes like decomposition of plants and organic matter are one pathway, but nitrates also come from rainfall, animal manure, and nitrogen fertilizers. This can accumulate over time and build up in the subsurface geology. When groundwater comes in contact with concentrations of nitrates in the soil, they can transfer and mobilize into the water. The City monitors the lab testing closely to ensure that water remains under the drinking water limit for nitrates at all times, which is set at a value of 10 parts per million (ppm), or 0.001%.

In 2007 and 2009, Well No. 7A and Well No. 3 were taken offline due to the levels of nitrates in excess of the limit. In October 2018, the City installed a nitrate removal treatment system developed by Envirogen Technologies at Well No. 7A. During this period, treated groundwater from the system has remained well below the drinking water limit (typically around two to three ppm after treatment). In November 2021, the City Council approved the purchase of a new nitrate removal system for Well No. 3, which is currently under construction.

Well No. 2A is the City's highest producing well, with the ability to provide all the water the City currently needs, if run at maximum capacity.¹ Over the last 10 years, Well No. 2A Nitrate concentration levels have remained at a fairly consistent, stable range (between 8.2 and 8.7 ppm). The well is tested several times per week by staff, as required by the City's groundwater extraction permit with DDW. Over the last year, some temporary spikes in the concentration level (between 9.0 and 9.5 ppm) have been measured. However, each time a spike in concentration was measured, it quickly stabilized and settled back into its normal range of 8.2 to 8.7 ppm. Beginning the week of April 4, 2022, the concentration level reached 9.9 ppm. This was a historical high-level reading. When tested again a day later, it had returned to 9.2 ppm. Following these tests, the well did not drop back down into the normal range and remained near 9.4 ppm.

The spikes that have been measured are hard to predict and challenging to determine their cause. Weather can sometimes contribute to these types of spikes, but no common pattern was observed. In the past, spikes have happened in both hot, dry weather conditions, as well as cooler, rainy weather. Each time, staff has successfully managed to cycle through the pumping of the three operational wells to bring the nitrate levels back down into the normal range.

¹ NOTE: None of the City's wells run consistently at maximum capacity in order to preserve the motors on the pumps and balance the extraction of water from different areas.

Discussion Regarding the Shutdown of Groundwater Extraction Well No. 2A and the Import of Water from the Metropolitan Water District to Provide Sufficient Water Supply in the City of San Fernando

Page 4 of 5

After carefully considering the trend of data over a 10-day period and discussing the matter with the Division of Drinking Water (DDW), staff felt the best decision would be to shut off the well while it remained compliant and safe for the community. It appears that there has been a change in the groundwater aquifer that has set a “new normal” at a higher nitrate levels, as the new range was staying above 9 ppm and leveling off at 9.4 ppm.

Shutdown of Well No. 2A and Next Steps.

On April 13, 2022, staff shut down the pump on Well No. 2A and submitted a letter to DDW staff stating the City’s intention to keep it offline until further notice.

The City is one of 26 member agencies of the Metropolitan Water District. The district supplies approximately 40 percent of California’s water resources. The City connects to the MWD water source at a pump station located near San Fernando Recreation Park. The City of San Fernando has not relied on water imported from MWD since 2015, but is allowed a certain allocation each year (629 acre-feet) at a Tier 1 rate of \$1,164 per acre-foot. Beyond this allocation, the City can import water from MWD at a slightly higher Tier 2 rate of \$1,214 per acre-foot.

After running a number of operating tests on the booster pumps that connect water from MWD to the City’s distribution system, staff initiated the MWD pumps to supplement the water pumped from the remaining operational wells (Well No. 4 and Well No. 7A). This was a necessary step since Well No. 4 and Well No. 7A are unable to provide all of the water needed in the City.

Based on the figures in Table 1, Well No. 4 and Well No. 7A have the ability to provide approximately 60 percent of the City’s water under optimal conditions. With occasional shutdowns that may be needed on either well for maintenance, staff estimates that up to 50% of the water production will need to come from the MWD connection.

Staff is working expeditiously to install the Well No. 3 nitrate removal treatment system that was purchased in November 2021. Under the current construction timeline, this system could be operational in six to nine months. Once the Well No. 3 system is operational, there will be sufficient supply between Well No. 3, Well No. 4, and Well No. 7A to cover the needs in the City without continuing to purchase water from MWD.

To further increase the resiliency of the City’s water system, staff is also developing a plan that will allow Well No. 2A water to be connected to the treatment systems at Well No. 3 and Well No. 7A, so that it can be treated to reduce the nitrate levels below 10 ppm. This requires modifications to be made to the Well No. 2A electrical and power systems, which would be completed while installing the new Well No. 3 treatment system. This improvement will provide flexibility to cycle through all four wells in different combinations to meet the needs of the City while also preserving the long term mechanical viability of each well’s pump and motor assembly used for groundwater extraction.

Discussion Regarding the Shutdown of Groundwater Extraction Well No. 2A and the Import of Water from the Metropolitan Water District to Provide Sufficient Water Supply in the City of San Fernando

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It should also be noted that staff had already been planning for a dedicated treatment system for Well No. 2A for maximum redundancy and resiliency for the entire drinking water system. A treatment system at Well No. 2A is estimated to cost approximately \$7 million. Staff has been applying for grants, as well as state and federal budget allocations, fund this project. If successful in receiving funding, it is anticipated that a new treatment system for the well could be installed and permitted within an 18-month period.

BUDGET IMPACT:

Based on projected usage of MWD imported water of 725 acre-feet over the next six to nine months, it is anticipated that purchasing water from MWD to cover the shortage caused by the shutdown of Well No. 2A will cost approximately \$850,000 - \$1,300,000. Based on City Council direction, staff will develop plan to cover this additional cost.

CONCLUSION:

It is recommended that the City Council receive a report from staff on the shutdown of Groundwater Extraction Well No. 2A and the importation of water from the Metropolitan Water District (MWD) and provide direction to staff, as appropriate.