



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 TUESDAY, JULY 5, 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 Certificate of Proclamation Declaring the month of July as National Park and Recreation Month
- B. Presentation of Certificates of Appreciation to the volunteers from Teens for a Better Community for their dedicated assistance with City-Wide events.
- C. Presentation of a Certificate of Appreciation recognizing Irmgard Mierzynski Line Dance Instructor at the Las Palmas Senior Center

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 APPROVE CITY COUNCIL MEETING MINUTES FOR:

- a. JUNE 6, 2022 - Regular Meeting
- b. JUNE 21, 2022 - Regular Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 22-071 approving the Warrant Register.

3) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF JULY 14, 2022 TO AUGUST 12, 2022, OF THE CITY OF SAN FERNANDO'S LEGISLATIVE BODIES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS OF ASSEMBLY BILL 361

Recommend that the City Council adopt Resolution No. 8165 re-authorizing remote teleconference meetings for the period of July 14, 2022 to August 12, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code Section 54953(E) and other applicable provisions of Assembly Bill 361.

4) CONSIDERATION TO AUTHORIZE THE FORMAL SOLICITATION OF BIDS FOR PHASE 1 OF THE ANNUAL STREET RESURFACING PROJECT

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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Recommend that the City Council authorize the formal solicitation of bids for Phase 1 of the Annual Street Resurfacing Project to be advertised and publicly noticed for no less than 30 days prior to the opening of bids.

5) CONSIDERATION TO ADOPT RESOLUTIONS ESTABLISHING A JOB SPECIFICATION FOR THE POSITION OF DEPUTY CITY MANAGER/ECONOMIC DEVELOPMENT

Recommend that the City Council:

- a. Adopt Resolution No. 8167 approving a specification for the Deputy City Manager/Economic Development job classification;
- b. Adopt Resolution No. 8168 amending Resolution No. 7692 to include the Deputy City Manager/Economic Development in the Department Head Benefits Plan.
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

6) CONSIDERATION TO APPROVE A MEMORANDUM OF AGREEMENT WITH TREEPEOPLE TO DEVELOP THE CITY OF SAN FERNANDO URBAN FOREST MANAGEMENT PLAN

Recommend that the City Council:

- a. Approve a Memorandum of Agreement (Contract No. 2082) with TreePeople for \$273,775.53 for the development of the City of San Fernando Urban Forest Management Plan; and
- b. Authorize the City Manager to make any non-substantive changes and execute the Contract and all related documents.

PUBLIC HEARING

7) A PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE TO ADOPT A MILITARY EQUIPMENT POLICY AS REQUIRED BY ASSEMBLY BILL 481

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. 1711 titled, "An Ordinance of the City Council of the City of San Fernando, California, adopting a Military Equipment Policy governing the use of military equipment pursuant to Assembly Bill 481."

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ADMINISTRATIVE REPORTS

8) CONSIDERATION TO AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH AN OPEN-ENDED EQUITY LEASE PROGRAM WITH ENTERPRISE FLEET MANAGEMENT

Recommend that the City Council:

- a. Authorize the purchase of 10 new vehicles through the open-ended equity leasing program offered by Enterprise Fleet Management through the Sourcewell cooperative purchasing program; and
- b. Adopt Resolution No. 8166 appropriating \$100,258.08 from the Equipment/Vehicle Maintenance fund balance for the annual payments required for the purchase of the ten new vehicles;
- c. Approve a Master Equity Lease Agreement with Enterprise Fleet Management (Contract No. 2083); and
- d. Authorize the City Manager to make any non-substantive changes and execute the Agreement and all related documents.

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: June 30, 2022 (5:00 p.m.)

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

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

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

**JUNE 6, 2022 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL Mayor Mary Mendoza called the meeting to order at 6:01 p.m.

Present: Council: Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco, Councilmembers Sylvia Ballin, and Celeste Rodriguez

Absent: Councilmember Cindy Montañez

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Public Works Matt Baumgardner, Director of Community Development Kanika Kith, Interim/Acting Director of Finance Sonia Garcia, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

- A. PRESENTATION OF CERTIFICATES OF APPRECIATION TO MISSION CITY BASEBALL LEAGUE'S VOLUNTEERS
- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE MONTH OF JUNE AS PRIDE MONTH

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MINUTES – Regular Meeting June 6, 2022

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PUBLIC STATEMENTS

Julissa Hernandez, Field Representative from the Office of Assemblywomen Luz Rivas spoke about Assembly Bill updates and information on community resources.

Victoria Garcia suggested that the City lower its flag to half-staff on Memorial Day.

CONSENT CALENDAR

Councilmember Rodriguez requested Consent Item Nos. 6 and 7 be pulled for discussion.

Motion by Vice Mayor Pacheco, seconded by Councilmember Ballin, to approve the Consent Calendar, excluding Item Nos. 6 and 7:

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER FOR THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY
- 3) CONSIDERATION TO ADOPT A RESOLUTION RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD OF JUNE 14, 2022 TO JULY 13, 2022, OF THE CITY OF SAN FERNANDO'S LEGISLATIVE BODIES IN COMPLIANCE WITH GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS OF ASSEMBLY BILL 361
- 4) CONSIDERATION TO ADOPT A RESOLUTION DECLARING JUNE 19TH AS "JUNETEENTH NATIONAL INDEPENDENCE DAY" AND OBSERVED AS AN OFFICIAL PAID HOLIDAY FOR CITY EMPLOYEES
- 5) CONSIDERATION TO ADOPT A RESOLUTION SETTING A PUBLIC HEARING DATE TO CONSIDER THE PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS

The motion carried, with Councilmember Montañez absent.

Items pulled for discussion:

- 6) CONSIDERATION TO ADOPT A RESOLUTION SUSPENDING SECTION 54-5 (CAMPING) AND SECTION 54-4 (FIRE) OF THE SAN FERNANDO MUNICIPAL CODE FOR THE FAMILY HIKING AND WILDLIFE ENVIRONMENTAL STEWARDSHIP PROGRAM OVERNIGHT CAMPING WORKSHOP

Motion by Councilmember Rodriguez, seconded by Vice Mayor Pacheco to adopt Resolution No. 8150 temporarily suspending Section 54-5 (Camping) and Section 54-4 (Fire) and recommended addition outreach promoting the camp workshop program to families in the community. The motion carried, with Councilmember Montañez absent.

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7) **CONSIDERATION TO AUTHORIZE RELEASE OF A NOTICE INVITING BIDS FOR THE DESIGN OF THE LAS PALMAS PARK REVITALIZATION PROJECT**

Motion by Councilmember Rodriguez, seconded by Vice Mayor Pacheco to authorize staff to release a Notice Inviting Bids soliciting professional services from qualified and experienced firms to develop a set of biddable plans, specifications and a project cost estimate for the Las Palmas Park Revitalization Project; and potential include a sub-contractor that has familiarity of the culture and experience in the community. The motion carried, with Councilmember Montañez absent.

PUBLIC HEARING

8) **A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING THE 6TH CYCLE 2021-2029 HOUSING ELEMENT, SAFETY ELEMENT UPDATE, AND MITIGATED NEGATIVE DECLARATION**

Mayor Mendoza opened the public hearing.

Director of Community Development Kanika Kith presented the staff report and responded to Councilmember questions.

Mayor Mendoza called for public testimony:

1. Julissa Hernandez, Field Representative from the Office of Assemblywomen Luz Rivas.

Mayor Mendoza closed the public hearing and by unanimous consensus of the City Council, the public hearing was closed.

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

- a. Adopt the MND subject to include a revised MMRP that incorporates mitigation measures from the MND under Hazards on page 86 of the MND, and Tribal on pages 120 to 121 into the MMRP;
- b. Adopt Resolution No. 8153 approving the 6th Cycle 2021-2029 Housing Element, Safety Element Update, and Mitigated Negative Declaration;
- c. Adopt the Housing and Safety Elements subject to additional recitals about (1) the City Council disapproval of the State disregards of City service capacity and infrastructures with the RHNA allocation, and (2) despite the City Council disapproval of the RHNA allocation from HCD and SCAG, the City Council is taking action to avoid costly legal consequences of non-compliance with State housing laws;
- d. Authorize the City Manager to make iterative changes to the 2021-2029 Housing Element in response to comments from the California Department of Housing and Community Development to support state certification of the 2021-2029 Housing Element; and
- e. Direct staff to come back with additional local public benefit options for future housing development.

The motion carried, with Councilmember Montañez absent.

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The City Council recessed the meeting at 8:20 p.m. and reconvened at 8:33 p.m. with Vice Mayor Pacheco and Councilmember Montañez absent.

Vice Mayor Pacheco joined the meeting via teleconference at 8:40 p.m.

ADMINISTRATIVE REPORTS

9) CONSIDERATION TO ADOPT A RESOLUTION REQUIRING THE ADOPTION OF MANDATORY WATER CONSERVATION MEASURES IN THE CITY OF SAN FERNANDO

Director of Public Works Matt Baumgardner presented the staff report and responded to Councilmember questions.

Motion by Councilmember Rodriguez, seconded by Mayor Mendoza to adopt Resolution No. 8151 requiring the adoption of mandatory water conservation measures in the City of San Fernando; and authorize the City Manager to implement education and enforcement programs to support mandatory water conservation efforts to reduce water usage by 20 percent from 2020 water usage levels, and as amended to include delaying any enforcement penalties until a public engagement campaign is established. The motion carried, with Councilmember Montañez absent

Councilmembers discussed community outreach to educate citizens on conservation measures and suggested the Metropolitan Water District (MWD) be requested to facilitate a community outreach event.

10) FISCAL YEAR 2022-2023 BUDGET STUDY SESSION NO. 3

City Manager Kimball presented the staff report and noted that an additional budget session special meeting would be scheduled for Monday, July 13, 2022 at 6PM.

Councilmembers discussed the Retirement and Self Insurance Fund and Capital Grant Projects.

11) SECOND READING FOR ADOPTION OF ORDINANCE NO. 1710 ADDING CHAPTER 24 TO THE SAN FERNANDO MUNICIPAL CODE TO PROHIBIT SMOKING IN MULTI-UNIT HOUSING

Director of Community Development Kanika Kith presented the staff report and responded to Councilmember questions.

Motion by Councilmember Ballin, seconded by Mayor Mendoza to approve for second reading and adoption, in title only, 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."

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Motion carried, by the following vote:

ROLL CALL

AYES:	Rodriguez, Ballin, Mendoza - 3
NAYES:	None
ABSENT:	Montanez, Pacheco - 2
ABSTAIN:	None

12) DISCUSSION REGARDING A CLEANUP AND IMPROVED LIGHT AND SAFETY MEASURES ON THE BIKE PATH

It was the consensus of the City Council to continue this item to the special meeting of June 13, 2022 at 6:00 p.m.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz announced tomorrow, is the June 7, 2022 Statewide Election Day and encouraged citizens to cast their vote.

Police Chief Valdez provided updates regarding fireworks enforcement operations.

Director of Recreation and Community Services Venegas mentioned the Education Commission would be meeting on June 8 and provided updates on various youth activity programs.

Director of Public Works Baumgardner commented on San Fernando Regional Park Infiltration Project.

Director of Community Development Kith announced that the June 13 Planning & Preservation Commission meeting would be cancelled as well as the community outreach event regarding Parking Lot No. 3's development options by Azure Development.

Interim Director of Finance Gomez-Garcia stated that the proposed Fiscal Year 2022-23 budget documents including PowerPoint meeting presentation slides are posted on the City's website.

City Manager Kimball mentioned that the Police Department's flag was flown at half-staff on Memorial Day and commented on the Pride Month event.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Ballin thanked staff for their work.

Councilmember Rodriguez thanked staff for their work, mentioned she attended the City's Pride Month event and noted that ice cream trucks are staying out late.

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Councilmember Ballin left the meeting at 10:00 p.m.

Vice Mayor Pacheco commented on the passing of the ordinance that prohibits smoking in multi-unit housing; mentioned to staff that there were a couple of fountain leaks at the Rudy Ortega Sr. Park; and thank staff on their work in recognition of Pride Month and June 19 as Juneteenth National Independence Day.

Mayor Mendoza reported she attended the San Fernando Valley Council of Governments (SFVCOG) Board of Directors meeting and commented on the Mobility Workshop addresses regional mobility issues, attended recognition events for Teens for Better Community, the Education Commission Annual Scholarship Awards Program and the City's Memorial Day events.

ADJOURNMENT (10:04 p.m.)

Mayor Mendoza adjourned the meeting to the special meeting of June 13, 2022 at 10:04 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the June 6, 2022, regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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

**JUNE 21, 2022 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL Mayor Mary Mendoza called the meeting to order at 6:00 p.m.

Present: Council: Mayor Mary Mendoza, Councilmembers Sylvia Ballin, (via teleconference) Cindy Montañez and Celeste Rodriguez

Absent: Vice Mayor Hector A. Pacheco

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Public Works Matt Baumgardner, Interim/Acting Director of Finance Sonia Garcia, Director of Recreation and Community Services Julian Venegas, and City Clerk Julia Fritz

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS None

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MINUTES – Regular Meeting June 21, 2022

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PUBLIC STATEMENTS

The following individuals emailed public comments regarding the negative effects of the increased and unproportioned use of tobacco including flavored tobacco and vaping products among youths and within the LGBTQ+ communities:

Kevin Al Perez, President of Somos Familia Valle
K. Hodge, Program Associate with Equality California Institute
Erin Arendse, Program Director with Equality California Institute

Natasha Sanchez-Brooks emailed a public comment and suggested that the City include building a dog park at the Pioneer Park alongside the playground equipment improvement project.

CONSENT CALENDAR

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

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. May 23, 2022 – Special meeting
 - b. May 31, 2022 – Special meeting
 - c. June 6, 2022 – Special meeting
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE FISCAL YEAR 2022-2023 ARTICLE XIIIIB APPROPRIATIONS (GANN) LIMIT
- 4) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE SALARY PLAN AND TABLE OF ORGANIZATION FOR FISCAL YEAR 2022-2023
- 5) CONSIDERATION TO ADOPT A RESOLUTION CALLING FOR AND GIVING NOTICE OF HOLDING A GENERAL MUNICIPAL ELECTION ON NOVEMBER 8, 2022, REQUEST TO CONSOLIDATE THE ELECTION WITH THE STATEWIDE GENERAL ELECTION, AUTHORIZE THE LOS ANGELES COUNTY ELECTIONS OFFICIAL TO PERFORM ELECTION SERVICES, AND ADOPTING REGULATIONS PERTAINING TO MATERIALS SUBMITTED TO THE ELECTORATE
- 6) CONSIDERATION TO APPROVE THE FAIR POLITICAL PRACTICES COMMISSION – 2022 CONFLICT OF INTEREST CODE LOCAL AGENCY BIENNIAL NOTICE REQUIREMENT
- 7) CONSIDERATION TO AUTHORIZE A NOTICE INVITING BIDS FOR THE DESIGN AND INSTALLATION OF THE PIONEER PARK PLAYGROUND
- 8) CONSIDERATION TO ADOPT A RESOLUTION ACCEPTING SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS AND APPROVING THE PROJECT LIST FOR FISCAL YEAR 2022-2023

The motion carried, with Vice Mayor Pacheco absent.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

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PUBLIC HEARING

- 9) A PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTIONS TO CONTINUE MAINTENANCE OF THE CITY'S STREETLIGHTS, CONFIRMING THE ANNUAL ASSESSMENT AND APPROVING THE FINAL ENGINEER'S REPORT FOR FISCAL YEAR 2022-2023 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

Mayor Mendoza opened the Public Hearing.

City Clerk Julia Fritz reported that notice of the hearing has been given pursuant to the provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the Streets and Highways Code of the State of California and that the "Affidavit of Publication" is on file in the City Clerk Department.

Director of Public Works Matt Baumgardner and Management Analyst Patsy Orozco presented the staff report and responded to Councilmember questions.

Mayor Mendoza called for public testimony; there were no public comments submitted.

Mayor Mendoza called for the public hearing to be closed; by unanimous consensus of the City Council, the public hearing was closed.

Motion by Councilmember Ballin, seconded by Councilmember Montañez to adopt Resolution No. 8160 ordering the continued maintenance of the City's streetlights and confirming the annual assessment; and adopt Resolution No. 8161 approving the Final Engineer's Report for the Fiscal Year 2022-2023 Landscaping and Lighting Assessment District. The motion carried, with Vice Mayor Pacheco absent.

- 10) A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR 2022-2023 CITY BUDGET

City Manager Nick Kimball and Interim Director of Finance/City Treasurer Sonia Gomez-Garcia presented the staff report and responded to Councilmember questions.

Mayor Mendoza called for public testimony; there were no public comments submitted. Mayor Mendoza called for the public hearing to be closed. Motion by Councilmember Ballin, seconded by Councilmember Montañez to close the public hearing. The motion carried, with Vice Mayor Pacheco absent.

Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to adopt Resolution No. 8157 approving the Fiscal Year 2022-2023 Budget as presented. The motion carried, with Vice Mayor Pacheco absent.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting June 21, 2022

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ADMINISTRATIVE REPORTS

- 11) DISCUSSION AND CONSIDERATION REGARDING IMPLEMENTATION OF SENATE BILL 1383, ITS IMPACT ON THE CITY'S SOLID WASTE COLLECTION FRANCHISE AGREEMENT AND RELATED OPTIONS

Director of Public Works Matt Baumgardner presented the staff report and responded to Councilmember questions.

It was noted that Vice Mayor Pacheco joined the meeting via teleconference at 7:07 p.m.

It was the consensus of the Councilmembers request staff to bring back to the next City Council meeting, two proposal options to include a break-down of on-going versus one-time expenditures; and consideration to potential use American Rescue Program Act (ARPA) funds towards certain expenditures pertaining to implementation and compliance of Senate Bill 1383.

- 12) DISCUSSION AND CONSIDERATION REGARDING ILLEGAL FIREWORKS ENFORCEMENT AND PREVENTION EFFORTS

Councilmember Celeste Rodriguez presented the staff report and inquired on the status of community outreach informing residents of enforcement activities and on continued education regarding hazards associated with fireworks.

City Manager Kimball reported that public service announcements has begun through the City's social media platforms; distribute doorknockers with a QR code to tentatively be mailed by July 1 with information on ALERTSF, a text/voice message reporting tool; potential use of the City's Message Board Signage, and address the topic with the Transportation and Public Safety Commission.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz did not have updates to report.

Director of Recreation and Community Services Venegas announced the annual reorganization meeting of the Education Commission will occur on June 28, 2022; reported receiving a grant award through the LEAP North East Valley Social Resources Project Grant for Technology Projects and Programs technology workshops and provide resources for parents to aid with communications with teachers, track their child learning progress and more; and the Red, White and Lights Laser Show event is scheduled on July 2, 6PM to 9:30PM.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting June 21, 2022

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Director of Public Works Baumgardner mentioned an upcoming water conversation symposium scheduled on July 16.

Interim Director of Finance/City Treasurer Garcia thanked City Council and staff for their support and guidance through the budget process.

Assistant to the City Manager Hernandez did not have updates to report.

City Manager Kimball thanked Director of Public Works Baumgardner and staff for their work while he was on holiday.

Police Chief Valdez spoke about the tragic loss and the ultimate sacrifice of two El Monte Police Officer's Corporal Michael Paredes and Officer Joseph Santana who were killed in the line of duty on June 14, 2022 and requested that the meeting be adjourned tonight in memory of Corporal Paredes and Officer Santana. Assistant City Attorney Padilla offered additional information to make donations towards the families affected.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Montañez expressed condolences to the families and the community of El Monte on the tragic loss of the two El Monte Police Officers, Corporal Paredes and Officer Santana; mentioned the outdoor market event scheduled on Saturday, June 25; and inquired on the removal of artists' handprint plaques from the building at San Fernando Road and Maclay Avenue where the T-Mobile business is located.

Staff noted that the City Council would be emailed additional information regarding the handprint plaques.

Councilmember Rodriguez thanked staff for their work and mentioned she would be attending the National Association of Latino Elected and Appointed Officials (NALEO) Annual Conference in Chicago on June 23-25, 2022.

Councilmember Ballin inquired on which businesses have received funds through the Small Business Grant Program and expressed condolences to the families of the two El Monte Police Officers who were tragically killed in the line of duty on June 14, 2022.

Staff noted that information on businesses that received Small Business Grant Program funds would be emailed to City Council.

Vice Mayor Pacheco requested staff provide an update via email to the City Council regarding status of Well No. 3; spoke about the water symposium and extended thanks to staff for their work.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Regular Meeting June 21, 2022

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Mayor Mendoza mentioned she would be attending the National Association of Latino Elected and Appointed Officials (NALEO) Annual Conference in Chicago on June 23-25, 2022.

ADJOURNMENT (8:19 p.m.)

Mayor Mendoza adjourned the meeting in memory of the two fallen El Monte Police Officers Corporal Michael Paredes and Officer Joseph Santana who were killed in the line of duty on June 14, 2022, to the next regular meeting of July 5, 2022, at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the June 21, 2022, regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

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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: July 5, 2022

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 22-071 (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. 22-071

RESOLUTION NO. 22-071

**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. 22-071**

**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 5th day of July 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. 22-071 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 5th day of July, 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 July, 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
227351	7/5/2022	890104 ABBA TERMITE & PEST CONTROL	50024		BEE HIVE REMOVAL FROM WATER ME 070-383-0000-4260	95.00
			50047		PARKWAY TREE BEE REMOVAL - ~ 001-346-0000-4260	95.00
			50048		BEE HIVE REMOVAL FROM WATER ME 070-383-0000-4260	95.00
					Total :	285.00
227352	7/5/2022	891587 ABLE MAILING INC.	35947	12444	MAILING AND FULFILLMENT SERVICES 072-360-0000-4300	145.51
				12444	070-382-0000-4300	145.51
			35948		WATER ENVELOPE STORAGE MAY 202 072-360-0000-4300	12.50
					070-382-0000-4300	12.50
					Total :	316.02
227353	7/5/2022	888420 ACCURATE BACKFLOW TESTING	21483	12562	ANNUAL TESTING AND REPAIRS FOR (070-383-0000-4260	1,165.00
					Total :	1,165.00
227354	7/5/2022	888356 ADVANCED AUTO REPAIR	1569	12537	VEHICLE MAINT, REPAIRS & BODY WO 041-320-0222-4400	146.40
			1570	12537	VEHICLE MAINT, REPAIRS & BODY WO 041-320-0311-4400	106.15
					Total :	252.55
227355	7/5/2022	889043 ALADIN JUMPERS	9703		BALLOON ARCH-SCHOLARSHIP EVEN' 001-115-0000-4450	290.00
					Total :	290.00
227356	7/5/2022	892271 ALL STAR ELITE SPORTS	2974	12480	HATS & VISORS FOR DAY CAMP PROG 017-420-1399-4300	1,830.86
			2976	12480	BASEBALL & BASKETBALL LEAGUE UN 017-420-1328-4300	2,120.82
					Total :	3,951.68

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227357	7/5/2022	894078 AMERICAN BUSINESS BANK	P3		5% RETENTION HELD-SF PARK INFILTR 010-2037	67,670.63
					012-2037	7,948.90
					Total :	75,619.53
227358	7/5/2022	102530 AT & T	818-270-2203		PD NETWORK LINE JUN 7-JUL 6 2022 001-222-0000-4220	222.04
					Total :	222.04
227359	7/5/2022	889037 AT&T MOBILITY	287277903027X0908202		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	101.19
					Total :	101.19
227360	7/5/2022	892412 AT&T MOBILITY	287297930559x0610202		MDT MODEMS PD UNITS JUNE 2022 001-222-0000-4220	317.21
					Total :	317.21
227361	7/5/2022	893176 AUTOZONE STORE 5681	5681405909		COVER - PD4538 041-320-0224-4400	62.88
			5681405911		INNOVA 3020 - PD8649 041-320-0224-4400	68.06
					Total :	130.94
227362	7/5/2022	101709 AV EQUIPMENT RENTAL INC.	264543		MISC. SUPPLY 070-383-0000-4310	353.97
					Total :	353.97
227363	7/5/2022	890980 AVILA, JESSE H.	JUNE 2022		GLACVCD TRUSTEE MEMBER STIPENI 001-190-0000-4111	150.00
					Total :	150.00
227364	7/5/2022	893939 AXON ENTERPRISES, INC	INUS042178	12579	BODY/VEHICLE CAMERA SYSTEM AND 010-225-3698-4500	58,794.26
			INUS072822	12579	BODY/VEHICLE CAMERA SYSTEM AND 010-225-3698-4500	14,000.65
					Total :	72,794.91
227365	7/5/2022	893013 AYSON, LEILANI	JUNE 2022		CONTRACTED INSTRUCTOR: ZUMBA	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227365	7/5/2022	893013 AYSON, LEILANI	(Continued)	12546	017-420-1337-4260	125.00
					Total :	125.00
227366	7/5/2022	892784 BARAJAS, MARIA BERENICE	JUNE 2022	12547	CONTRACTED INSTRUCTOR (TBC/CYC 017-420-1337-4260	490.00
					Total :	490.00
227367	7/5/2022	891301 BERNARDEZ, RENATE Z.	644	12637	COUNCIL MEETINGS INTERPRETATION 001-101-0000-4270	300.00
					Total :	300.00
227368	7/5/2022	893591 BIOMEDICAL WASTE DISPOSAL	114444		BIO WASTE DISPOSAL 001-224-0000-4270	100.00
					Total :	100.00
227369	7/5/2022	888800 BUSINESS CARD	042922		MMAP CONCERT TICKETS 001-424-0000-4430	869.00
			050322		MMAP CONVENTION TRANSPORTATIO 004-2359	1,512.50
			050622		CONDOLENCE ARRANGEMENT 001-101-0000-4300	71.65
			050822		LODGING-MMAP CONFERENCE 001-424-0000-4430	6,390.00
			050922		ANNUAL MEMBERSHIP 001-130-0000-4380	225.00
			051522		MARKETING SUBSCRIPTION 001-422-0000-4380	119.40
			053022		FINANCE CHARGES 001-190-0000-4435	313.66
					Total :	9,501.21
227370	7/5/2022	888800 BUSINESS CARD	061322-1		LODGING-RED DOT POLICY TRAINING 001-222-0000-4360	374.22
			061322-2		LODGING-RED DOT POLICY TRAINING 001-224-0000-4360	374.22
			061722-1		RGSTR-ABC ALCOHOL POLICING PART	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227370	7/5/2022	888800 BUSINESS CARD	(Continued)		110-1230	325.00
			061722-2		RGSTR-ABC ALCOHOL POLICING PART	325.00
					110-1230	325.00
					Total :	1,398.44
227371	7/5/2022	889056 CALLEROS, MARIA	REIMB.		EDUCATION COMMISSION SUPPLIES	
					001-115-0000-4450	105.43
					001-420-0000-4300	11.01
					Total :	116.44
227372	7/5/2022	887264 CALPERS	100000016841230		4TH LEVEL1959 SURVIVOR BENEFIT-F	
					018-190-0000-4124	164.50
			100000016841357		4TH LEVEL1959 SURVIVOR BENEFIT-F	
					018-190-0000-4124	658.00
			100000016841368		4TH LEVEL1959 SURVIVOR BENEFIT-F	
					018-190-0000-4124	747.30
			100000016841933		4TH LEVEL1959 SURVIVOR BENEFIT-F	
					018-190-0000-4124	28.20
					Total :	1,598.00
227373	7/5/2022	892464 CANON FINANCIAL SERVICES, INC	28717690	12615	COPIER MAINTENANCE SERVICE	
					001-135-0000-4260	651.40
					Total :	651.40
227374	7/5/2022	887387 CCUG	TRAVEL		RSCTR-CLETS USERS GROUP SEMIN	
					001-1230	425.00
					Total :	425.00
227375	7/5/2022	887917 CHIASSON, COURTNEY JAMES	TRAVEL		PER DIEM-ABC ALCOHOL POLICING	
					110-1230	90.00
					Total :	90.00
227376	7/5/2022	100713 CITY OF GLENDALE	1915		WATER MASTER - ULARA	
					070-381-0000-4270	4,791.18
					Total :	4,791.18
227377	7/5/2022	103029 CITY OF SAN FERNANDO	4434-4497		REIMB OF WORKERS COMP ACCT	

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227377	7/5/2022	103029 CITY OF SAN FERNANDO	(Continued)		006-1038	27,288.47
			PREFUND		REIMB TO WORKERS COMP ACCT	
					006-1038	90,000.00
					Total :	117,288.47
227378	7/5/2022	890893 CITY OF SAN FERNANDO	JUNE 2022		COMMISSIONER'S STIPEND DONATION	
					001-115-0000-4111	75.00
					Total :	75.00
227379	7/5/2022	100747 COASTLINE EQUIPMENT	225758-B		CREDIT - INVOICE PAID IN ERROR	
			910136		041-320-0311-4400	-38.52
					PIN, BUSHING, WASHER, COTTER PIN-	
					041-320-0311-4400	178.46
					Total :	139.94
227380	7/5/2022	100805 COOPER HARDWARE INC.	129522		SUPPLIES FOR P.W. OPS	
			130231	12454	001-311-0000-4300	-0.32
			130272	12454	SUPPLIES FOR P.W. OPS	
			130401	12454	001-311-0000-4300	70.81
			130460	12454	SUPPLIES FOR P.W. OPS	
			130461	12454	041-320-0000-4320	157.43
					SUPPLIES FOR P.W. OPS	
					041-320-0000-4320	16.43
					SUPPLIES FOR P.W. OPS	
					041-320-0000-4320	16.43
					Total :	431.57
227381	7/5/2022	892687 CORE & MAIN LP	Q512300		WATER & FIRE SERVICE LINE MATERI	
			Q846982	12471	070-383-0000-4310	1,173.76
			Q949347	12471	WATER & FIRE SERVICE LINE MATERI	
					070-383-0000-4310	1,295.02
					WATER & FIRE SERVICE LINE MATERI	
					070-385-0701-4600	379.43

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227381	7/5/2022	892687 892687 CORE & MAIN LP	(Continued)		Total :	2,848.21
227382	7/5/2022	102003 COUNTY OF LOS ANGELES	RE-PW-22061306977	12485	INDUSTRIAL WASTE CHARGES-MAY 20	
					072-360-0000-4450	2,664.58
					Total :	2,664.58
227383	7/5/2022	893904 CRICKET CONSULTING	1116		SCADA INTEGRATION ON FOLDER OF	
			1127		070-384-0000-4300	90.00
					WELL #4 PARTS LEVEL SENSOR	
					070-384-0000-4300	1,750.88
					070-384-0000-4260	574.46
					Total :	2,415.34
227384	7/5/2022	887121 DELL MARKETING L.P.	10590619793	12657	DELL DESKTOP COMPUTERS (2) FOR I	
				12657	001-420-0000-4300	1,174.12
			10591755794	12657	004-2360	1,174.12
				12659	DESKTOP COMPUTER-CROSS CONNE	
					070-381-0000-4300	968.14
					Total :	3,316.38
227385	7/5/2022	892290 E.H. WACHS WATER	CM12545		CREDIT	
			INV201317		070-383-0000-4310	-766.24
					MISC. EQUIPMENT	
					070-383-0000-4310	1,589.54
					Total :	823.30
227386	7/5/2022	894082 ELIAS, LILIA LETICIA	061822		SENIOR DANCE CLEAN UP SERVICE-0	
			071622		004-2380	208.00
					SENIOR DANCE CLEAN UP SERVICE-0	
					004-2380	208.00
					Total :	416.00
227387	7/5/2022	889079 EMPIRE FLOOR MACHINE	M263		MISC. EQUIPMENT	
					070-383-0000-4310	529.33
					Total :	529.33
227388	7/5/2022	890401 ENVIROGEN TECHNOLOGIES INC	0013414-IN	12464	MAY'22-MAINT., REPAIRS, PARTS, LAB	
					070-384-0857-4260	7,814.52

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227388	7/5/2022	890401 890401 ENVIROGEN TECHNOLOGIES INC	(Continued)			Total : 7,814.52
227389	7/5/2022	890879 EUROFINS EATON ANALYTICAL, INC	C0004152	12541	ENVIRONMENTAL CITY OF S.F. DRINKII 070-384-0000-4260	1,912.00 Total : 1,912.00
227390	7/5/2022	103851 EVERSOFIT, INC.	R2258638		WATER SOFTENER WELL 2A 070-384-0000-4260	96.62 Total : 96.62
227391	7/5/2022	893800 FAJARDO, JOANNE	MAY 2022		ZUMBA MAY 2022 017-420-1322-4260	320.00 Total : 320.00
227392	7/5/2022	893632 FASTSPRING	MTC220616-3721-86107		ANNUAL SUBSCRIPTION FOR VEHICLE 041-320-0000-4260	1,200.00 Total : 1,200.00
227393	7/5/2022	893029 FERGUSON WATERWORKS #1083	0802960		MISC. SUPPLIES 070-385-0701-4600	625.45 Total : 625.45
227394	7/5/2022	892198 FRONTIER COMMUNICATIONS	209-151-4942-041191 818-361-2385-012309 818-361-2472-031415 818-361-7825-120512 818-831-5002-052096 818-837-2296-031315 818-837-7174-052096 818-898-7385-033105		CITY YARD AUTO DIALER 070-384-0000-4220 MTA PHONE LINE 007-440-0441-4220 001-190-0000-4220 PW PHONE LINE 070-384-0000-4220 HERRITAGE PARK IRR SYSTEM 001-420-0000-4220 PD SPECIAL ACTIVITIES PHONE 001-222-0000-4220 VARIOUS CITY HALL PHONE LINES 001-190-0000-4220 PD SPECIAL ACTIVITIES PHONE 001-222-0000-4220 LAS PALMAS FAX LINE	55.56 58.57 117.15 522.96 65.70 55.88 351.29 37.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227394	7/5/2022	892198 FRONTIER COMMUNICATIONS	(Continued)		001-420-0000-4220	41.98 Total : 1,306.84
227395	7/5/2022	893953 GALE, PAUL JOHN	JUNE 2022	12586	KARATE INSTRUCTOR 017-420-1326-4260	409.50 Total : 409.50
227396	7/5/2022	887249 GALLS, LLC	021311891		EXPLORER UNIFORMS 001-226-0230-4430	181.95 Total : 181.95
227397	7/5/2022	101273 GARCIA, PATTY	REIMB.		COMPACT REFRIG FOR RUDY ORTEG/ 001-420-0000-4300	275.76 Total : 275.76
227398	7/5/2022	101344 GOLDEN BELL PRODUCTS, INC.	17919	12647	APPLY INSECTA, AN APPROVED PROD 072-360-0000-4260	17,153.50 Total : 17,153.50
227399	7/5/2022	890982 GONZALES, ROBERT C.	JUNE 2022		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
227400	7/5/2022	894149 GONZALEZ, ANTONIO	829520		SENIOR TRIP REFUND (RENO) 004-2383	490.00 Total : 490.00
227401	7/5/2022	892550 GOVEA, DAVID	JUNE 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00 Total : 75.00
227402	7/5/2022	101376 GRAINGER, INC.	9333706621 9338492649 9338834501	12482 12482 12482	SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4330 SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4330 SUPPLIES FOR BUILDING, ELECTRICA 043-390-0000-4330	1,372.42 70.91 166.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227402	7/5/2022	101376 GRAINGER, INC.	(Continued) 9340570820	12482	SUPPLIES FOR BUILDING, ELECTRICA 041-320-0000-4300	34.17
			9342767705	12482	SUPPLIES FOR BUILDING, ELECTRICA 070-384-0000-4330	135.19
					Total :	1,779.27
227403	7/5/2022	101436 HACH COMPANY	13002747		WATER QUALITY SUPPLIES 070-384-0000-4310	790.03
					Total :	790.03
227404	7/5/2022	893395 HAYES, JASON BENJAMIN	JUNE 2022		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
227405	7/5/2022	888647 HDL SOFTWARE, LLC	SIN018353		FALSE ALARM SOFTWARE MAINT-2022 001-135-0000-4260	1,479.31
					Total :	1,479.31
227406	7/5/2022	890594 HEALTH AND HUMAN RESOURCE	E0270618		EAP-JULY 2022 001-106-0000-4260	250.90
					Total :	250.90
227407	7/5/2022	101482 HERNANDEZ, JAIME	060622		MUSIC-SR DANCE ON 07/16/22 004-2380	1,100.00
					Total :	1,100.00
227408	7/5/2022	890360 HERRERA, NINAMARIE JULIA	JUNE 2022		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
227409	7/5/2022	893729 HOUSEAL LAVIGNE ASSOCIATES LLC	5264		CONSULTANT FOR THE 2021-2029 HOL 110-150-3609-4270	10,438.13
				12370	110-150-3687-4270	15,074.87
			5413	12370	CONSULTANT FOR THE 2021-2029 HOL 110-150-3687-4270	51,162.45
					Total :	76,675.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227410	7/5/2022	893804 INDUSTRIAL SHOEWORKS	1100-1307824		SAFETY SHOES - JULISA ANGUIANO 072-360-0000-4310	100.00
					Total :	100.00
227411	7/5/2022	891570 INNOVATIVE TELECOM. SYSTEMS	3159		TELEPHONE EQUIP MAINT-JULY 2022 001-190-0000-4220	395.00
					Total :	395.00
227412	7/5/2022	894145 JENSEN, GRAZIELLA	REIMB.		MILEAGE REIMB 001-420-0000-4390	77.45
					Total :	77.45
227413	7/5/2022	894144 JIMENEZ, DAVID	MAR-JUNE 2022		MOVEMENT FOR LIFE INSTRUCTOR 017-420-1322-4260	300.00
					Total :	300.00
227414	7/5/2022	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-28	12145	RESERVOIR RECONSTRUCTION 010-385-0716-4600	24,649.94
					Total :	24,649.94
227415	7/5/2022	893885 JOHNNY ALLEN TENNIS ACADEMY	JUNE 2022	12498	TENNIS PROGRAM 017-420-1327-4260	773.50
					Total :	773.50
227416	7/5/2022	891794 KIMBALL, NICK	REIMB.		WELLNESS BENEFIT REIMB. FY21-22 001-105-0000-4140	600.00
					Total :	600.00
227417	7/5/2022	102007 L.A. COUNTY SHERIFFS DEPT.	223073BL	12484	INMATE MEALS 001-225-0000-4350	582.73
					Total :	582.73
227418	7/5/2022	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC 13003 BORDEN WELL 3 070-384-0000-4210	146.25
			494-750-1000		WATER 12900 DRONFIED WELL 4A 070-384-0000-4210	50.17
			500-750-1000		ELECTRIC & LIGHTING 13655 FOOTHIL 070-384-0000-4210	179.22

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227418	7/5/2022	101971 L.A. MUNICIPAL SERVICES	(Continued) 594-750-1000		ELECTRIC & LIGHTING 12900 DRONFIE 070-384-0000-4210	3,201.22
			694-750-1000		WATER/ELECTRIC 13180 DRONFIELD V 070-384-0000-4210	4,431.68
			757-750-1000		WATER 14060 SAYRE WELL 2A 070-384-0000-4210	14.33
					Total :	8,022.87
227419	7/5/2022	893957 LEONZO-KUNZE, TANYA XIOMARA	JUNE 2022	12588	ZUMBA INSTRUCTOR 017-420-1337-4260	95.00
					Total :	95.00
227420	7/5/2022	892444 LICEA, ALEXANDER	TRAVEL		PER DIEM-ABC ALCOHOL POLICING 110-1230	90.00
					Total :	90.00
227421	7/5/2022	101920 LIEBERT CASSIDY WHITMORE	218164		LEGAL SERVICES 001-112-0000-4270	87.00
			218165		LEGAL SERVICES 001-112-0000-4270	9,314.99
			218166		LEGAL SERVICES 001-112-0000-4270	116.00
			218167		LEGAL SERVICES 001-112-0000-4270	2,073.00
					Total :	11,590.99
227422	7/5/2022	893403 LLAMAS, SUZANNE	JUNE 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
227423	7/5/2022	102023 LOS ANGELES TIMES	10005456710		NEWSPAPER SUBSCRIPTION THRU 06 001-225-0000-4350	379.64
					Total :	379.64
227424	7/5/2022	888242 MCI COMM SERVICE	7DL39365		ALARM LINE 1100 PICO 5/11-6/10 001-420-0000-4220	34.57
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227424	7/5/2022	888242 MCI COMM SERVICE	(Continued)			Total : 34.57
227425	7/5/2022	893200 MCKESSON MEDICAL-SURGICAL	19468150		MEDICATIONS 001-225-0000-4350	60.28
			19478222		MEDICATIONS 001-225-0000-4350	81.68
					Total :	141.96
227426	7/5/2022	102226 MISSION LINEN SUPPLY	516828826	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	109.78
			517190937	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	127.84
			517217693	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	102.81
			517234175	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	127.84
			517251631	12457	LAUNDRY SERVICE FOR PD 001-225-0000-4350	120.61
					Total :	588.88
227427	7/5/2022	893343 MOHR, NICOLE	JUNE 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
227428	7/5/2022	892353 MOORE IACOFANO, GOLTSMAN, INC.	0075697	12400	DESIGN FOR LAYNE PARK REVITALIZA 010-420-3669-4600	4,807.50
					Total :	4,807.50
227429	7/5/2022	894150 MORA-ZAMORA, EREDINA	042822		MUSIC FOR SR FATHER'S DAY DANCE- 004-2380	1,200.00
					Total :	1,200.00
227430	7/5/2022	892916 NADA BUS INC	50762		BUS TRANSPORTATION FOR SENIOR E 007-440-0443-4260	1,098.00
					Total :	1,098.00
227431	7/5/2022	102325 NAPA AUTO PARTS	6410-099158		2 CYCLE OIL 070-383-0000-4310	16.96
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227431	7/5/2022	102325 102325 NAPA AUTO PARTS	(Continued)		Total :	16.96
227432	7/5/2022	894030 NU-SALT LASER INTERNATIONAL	220622	12618	LASER LIGHT SHOW: 4TH OF JULY 2021 001-101-0000-4260	7,500.00
					Total :	7,500.00
227433	7/5/2022	894100 ODP BUSINESS SOLUTIONS , LLC	230912822001		CREDIT-ITEM RETURNED	
			233142790001		001-310-0000-4300 OFFICE SUPPLIES	-116.40
			243884498001		001-310-0000-4300 OFFICE SUPPLIES	146.39
			245566675001		001-422-0000-4300 OFFICE SUPPLIES	82.27
			245566704001		017-420-1399-4300 OFFICE SUPPLIES	315.88
			245566758001		017-420-1399-4300 OFFICE SUPPLIES	17.63
			245566812001		017-420-1399-4300 OFFICE SUPPLIES	64.66
			246856479001		017-420-1399-4300 OFFICE SUPPLIES	94.40
			247825766001		001-422-0000-4300 OFFICE SUPPLIES	98.00
			248111478001		001-222-0000-4300 OFFICE SUPPLIES	61.63
			248320853001		001-115-0000-4300 CREDIT-RETURNED ITEM	58.28
			248322073001		001-422-0000-4300 CREDIT-RETURNED ITEM	-98.00
			249453634001		001-422-0000-4300 OFFICE SUPPLIES	-82.27
			249454224001		001-310-0000-4300 OFFICE SUPPLIES	17.52
			250003658001		001-310-0000-4300 OFFICE SUPPLIES	55.11
			250658098001		001-222-0000-4300 OFFICE SUPPLIES	64.72

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227433	7/5/2022	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)		001-222-0000-4300 OFFICE SUPPLIES	89.45
			251221540001		001-130-0000-4300	98.00
					Total :	967.27
227434	7/5/2022	890095 O'REILLY AUTOMOTIVE STORES INC	468113	12538	VEHICLE SERVICE, MAINT. AND REPAIR 041-320-0225-4400	6.55
			468356	12538	CODE READER - PD2874 041-320-0222-4400	162.06
			468363	12538	VEHICLE SERVICE, MAINT. AND REPAIR 041-1215	78.45
			468662	12538	VEHICLE SERVICE, MAINT. AND REPAIR 041-320-0224-4400	23.80
			469367	12538	VEHICLE SERVICE, MAINT. AND REPAIR 041-1215	12.36
			469482	12538	VEHICLE SERVICE, MAINT. AND REPAIR 041-320-0228-4400	44.09
			469483	12538	VEHICLE SERVICE, MAINT. AND REPAIR 041-320-0222-4400	83.72
			469553	12538	VEHICLE SERVICE, MAINT. AND REPAIR 072-360-0000-4400	13.20
			469554	12538	VEHICLE SERVICE, MAINT. AND REPAIR 041-1215	62.29
			469581	12538	VEHICLE SERVICE, MAINT. AND REPAIR 072-360-0000-4400	24.26
					Total :	510.78
227435	7/5/2022	100221 ORTEGA, SYLVIA	TRAVEL		PER DIEM-CLETS USERS GROUP SEM 001-1230	115.00
					Total :	115.00
227436	7/5/2022	894024 ORTIZ ENTERPRISES, INC.	P3	12650	SF REGIONAL PARK INFILTRATION PROJECT 010-310-0620-4600	1,353,412.50
				12650	012-311-0620-4600	158,978.00
					010-2037	-67,670.63
					012-2037	-7,948.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227436	7/5/2022	894024 894024 ORTIZ ENTERPRISES, INC.	(Continued)			Total : 1,436,770.97
227437	7/5/2022	892095 OSCAR SIGNS	402603		LAMINATED POSTERS FOR OFFICE BC 001-222-0000-4300	251.37 Total : 251.37
227438	7/5/2022	892360 PARKING COMPANY OF AMERICA	INVM0016743	12512	PUBLIC TRANSPORTATION SERVICES- 007-440-0442-4260	52,767.56 Total : 52,767.56
227439	7/5/2022	890324 PEREZ MONTELONGO, JUAN	0622	12593	REFEREE & SCOREKEEPING SERVICE 017-420-1328-4260	2,032.20 Total : 2,032.20
227440	7/5/2022	102688 PROFESSIONAL PRINTING CENTERS	20063	12519	PURCHASE OF PRE-PRINTED FORMS 001-222-0000-4300	153.25
			20119	12519	PURCHASE OF PRE-PRINTED FORMS 001-222-0000-4300	219.40
			20129	12519	PURCHASE OF PRE-PRINTED FORMS 001-222-0000-4300	242.55
			52622	12519	PURCHASE OF PRE-PRINTED FORMS 004-2346	502.19 Total : 1,117.39
227441	7/5/2022	892131 PROHEALTH-VALLEY OCCUPATIONAL	00469423-00		DOT DRIVER PHYSICAL 001-106-0000-4270	80.00 Total : 80.00
227442	7/5/2022	890004 PTS	2088791		PD PAY PHONE-JULY 2022 001-190-0000-4220	65.64 Total : 65.64
227443	7/5/2022	102738 QUINTERO ESCAMILLA, VIOLETA	JUNE 2022		SENIOR MUSIC CLASS 017-420-1323-4260	240.00 Total : 240.00
227444	7/5/2022	887296 ROBLED0, OLIVIA	JUNE 2022		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227444	7/5/2022	887296 887296 ROBLED0, OLIVIA	(Continued)			Total : 75.00
227445	7/5/2022	102958 S & S WORLDWIDE INC	IN101003985		DAY CAMP SUPPLIES 017-420-1399-4300	119.30 Total : 119.30
227446	7/5/2022	892856 SALAS, JUAN	REIMB.		ITEMS FOR SENIOR DANCES 004-2380	301.74
			REIMB.-2		ITEMS FOR SR DANCES & MEETINGS 004-2380	191.34
					004-2391	32.69 Total : 525.77
227447	7/5/2022	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		REIMB-VARIOUS EXPENSES 001-226-0230-4430	1,872.09 Total : 1,872.09
227448	7/5/2022	103057 SAN FERNANDO VALLEY SUN	11550		2ND RED & ADOTION ORD 1710 PROHI 001-115-0000-4230	94.50
			11551		NIB DESIGN LAS PALMAS PARK 001-115-0000-4230	81.00
			11552		NIB TRAFFIC CONTROL SERVICES 001-115-0000-4230	81.00
			11553		PH NOTICE BUDGET 2022-23 001-115-0000-4230	77.63
			11570		NIB PIONEER PARK PLAYGROUN PRO. 001-115-0000-4230	74.25
			11572		PH NOTICE PD MILITARY EQUIPMENT 001-115-0000-4230	141.75 Total : 550.13
227449	7/5/2022	894125 SANCHEZ, NATASHA	JUNE 2022		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
227450	7/5/2022	103184 SMART & FINAL	0068		SUPPLIES-SR FATHER'S DAY DANCE 004-2380	39.37
			0126		SUPPLIES FOR CALLES VERDES TREE	
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227450	7/5/2022	103184 SMART & FINAL	(Continued)			
			0154		001-310-0000-4300 ED. COMMISSION EVENT SUPPLIES	50.04
			0181		001-115-0000-4450 BREAK ROOM SUPPLIES	82.70
			0317		070-381-0000-4300 SUPPLIES-SR CLUB FATHER'S DAY DA	158.82
			0321		004-2380 SNACKS FOR MEETING	292.09
			0356		001-420-0000-4300 SUPPLIES-CIT TRAINING	66.40
			0391		004-2391 ED. COMMISSION EVENT SUPPLIES	16.19
			336		001-115-0000-4450 EMPLOYEE BREAKROOM SUPPLIES	18.12
			526		001-222-0000-4300 SNACKS & REFRESHMENTS FOR K9 E	148.97
			93		001-222-0000-4300 SPRING JAMNOREE SUPPLIES	141.25
					001-424-0000-4300	178.84
					Total :	1,192.79
227451	7/5/2022	894010 SPECTRUM	0010518052922		REC. PARK CABLE- 05/29-06/28	
			0283057060522		001-420-0000-4260 LP PARK CABLE-06/05 - 07/04	251.21
			10328060522		001-420-0000-4260 CABLE @ CITY HALL 6/05-7/04	258.94
					001-190-0000-4220	162.75
					Total :	672.90
227452	7/5/2022	100540 STATE CONTROLLER'S OFFICE	FTB-00004717		FTB COLLECTION FEES	
					001-222-0000-4260	152.79
					Total :	152.79
227453	7/5/2022	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU: 582879			DOJ LIVESCAN FINGERPRINTING	
				12459	004-2386	1,976.00
				12459	001-222-0000-4270	230.00

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227453	7/5/2022	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU: (Continued)	584809		FINGERPRINTS~	
					001-108-0000-4270	64.00
					Total :	2,270.00
227454	7/5/2022	892338 STEEL SOURCE CONSTRUCTION	110302.3336		UPGRADE THE CITY'S WATER SAMPLII	
				12612	070-385-0000-4500	24,438.05
					Total :	24,438.05
227455	7/5/2022	893966 TAUBER, TREVOR	REIMB.		MILEAGE REIMB.-CAPE CHAPTER MTC	
					001-222-0000-4370	46.33
					Total :	46.33
227456	7/5/2022	103205 THE GAS COMPANY	04232069007		GAS 910 FIRST ST	
			08422032493		043-390-0000-4210	103.41
			09062064002		GAS 505 S. HUNTINGTON LAS PALM	
					043-390-0000-4210	22.51
					GAS 120 MACNEIL AVENUE	
					070-381-0000-4210	6.01
					072-360-0000-4210	6.01
					043-390-0000-4210	12.00
					Total :	149.94
227457	7/5/2022	888821 THE GOODYEAR TIRE & RUBBER CO	0000032883		TIRES FOR CITY FLEET	
			0000032926	12554	041-1215	1,266.26
				12554	TIRES FOR CITY FLEET	
					041-1215	484.44
					Total :	1,750.70
227458	7/5/2022	101528 THE HOME DEPOT CRC, ACCT#603532202490	0544848		INVERTER - PW0083	
			1352221		041-320-0370-4400	175.30
			1970764		WELL SITES SUPPLIES	
			3403068		070-384-0000-4300	1,005.15
					PARKING LOT MAINT. - TRASH BAGS	
					029-335-0000-4300	1,129.17
					WORK TOP	
					041-320-0000-4300	60.60

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227458	7/5/2022	101528 THE HOME DEPOT CRC, ACCT#603532202490	6011545		MISC. SUPPLIES	
			7020932		070-383-0000-4310	334.52
					TRASH BAGS FOR MALL	
					030-341-0301-4300	91.83
					Total :	2,796.57
227459	7/5/2022	103463 U.S. POSTMASTER	JUN 2022		PRESORTED FIRST CLASS POSTAGE F	
					072-360-0000-4300	527.80
					070-382-0000-4300	527.80
					Total :	1,055.60
227460	7/5/2022	893167 UNITED MAINTENANCE SYSTEMS	15230	12516	CITY WIDE JANITORIAL SERVICES-MAI	
					043-390-0000-4260	17,850.00
					Total :	17,850.00
227461	7/5/2022	103439 UPS	831954232		COURIER SERVICES	
					001-190-0000-4280	193.78
					Total :	193.78
227462	7/5/2022	889644 VERIZON BUSINESS	67714659		CITY YARD LONG DISTANCE	
			67714660		070-384-0000-4220	15.57
			67714661		CITY HALL LONG DISTANCE	
			67714663		001-190-0000-4220	25.95
			67714663		POLICE LONG DISTANCE	
			67715198		001-222-0000-4220	129.03
			67715209		PARKS LONG DISTANCE	
					001-420-0000-4220	15.82
					CITY YARD LONG DISTANCE	
					001-310-0000-4220	5.19
					CITY HALL LONG DISTANCE	
					001-190-0000-4220	57.84
					Total :	249.40
227463	7/5/2022	892081 VERIZON BUSINESS SERVICES	72253020		MPLS PORT ACCESS & ROUTER FOR F	
					001-222-0000-4220	1,028.11
					Total :	1,028.11
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227464	7/5/2022	100101 VERIZON WIRELESS-LA	9908444903		VARIOUS CELLPHONE PLANS- 06/10-07	
					072-360-0000-4220	50.24
					001-101-0102-4220	50.24
					001-101-0108-4220	50.95
					001-105-0000-4220	54.71
			9909000987		MDT MODEMS PD UNITS 6/17-7/16	
					001-222-0000-4220	694.40
					Total :	900.54
227465	7/5/2022	103603 VULCAN MATERIALS COMPANY	73311014	12449	UTILITY BASE COLD MIX, SAND FOR P	
					070-383-0000-4310	1,793.82
					Total :	1,793.82
227466	7/5/2022	894027 WATERLOGIC AMERICA	1356118		DRINKING WATER	
			1431363		001-222-0000-4300	99.23
			1493441		DRINKING WATER	
					001-222-0000-4300	99.23
					DRINKING WATER	
					001-222-0000-4300	99.23
					Total :	297.69
227467	7/5/2022	888390 WEST COAST ARBORISTS, INC.	75735	12540	CITY-WIDE TREE TRIMMING	
					110-346-0838-4270	15,000.00
					Total :	15,000.00
227468	7/5/2022	891531 WILLDAN ENGINEERING	00336324	12265	WELL 7A REGULATORY COMPLIANCE~	
			00336328	12610	070-381-0000-4270	103.50
					WATER QUALITY FY '21-'22~	
					023-311-0000-4270	3,975.75
					Total :	4,079.25
227469	7/5/2022	889491 WILLDAN FINANCIAL SERVICES	010-51386	12665	COST ALLOCATION SERVICES	
			010-51501	12665	001-190-0000-4270	6,047.00
					COST ALLOCATION SERVICES	
					001-190-0000-4270	2,011.00
					Total :	8,058.00
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227470	7/5/2022	892023 WINDSTREAM	74892811		PD PHONE SERVICE 5/18-6/17	
					001-222-0000-4220	677.42
					001-420-0000-4220	464.80
					070-384-0000-4220	536.94
					001-190-0000-4220	2,234.18
					Total :	3,913.34
227471	7/5/2022	893933 WITHERSPOON INDUSTRIES INC	369740		MCB STORAGE BIN	
					017-420-1330-4260	82.00
					Total :	82.00
121	Vouchers for bank code :		bank3		Bank total :	2,069,947.99
121	Vouchers in this report				Total vouchers :	2,069,947.99

Voucher Registers are not final until approved by Council.

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227340	6/15/2022	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - JUNE 2022 001-1160	2,192.46
					Total :	2,192.46
227341	6/15/2022	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - JUNE 2022 001-1160	176.22
					Total :	176.22
227342	6/15/2022	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - JUNE 2022 001-1160	11,363.55
					Total :	11,363.55
227343	6/15/2022	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - JUNE 2022 001-1160	3,931.92
					Total :	3,931.92
4 Vouchers for bank code :		bank3			Bank total :	17,664.15
4 Vouchers in this report					Total vouchers :	17,664.15

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EXHIBIT "A"
RES. NO. 22-071

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227344	6/23/2022	103648 CITY OF SAN FERNANDO	PR 6/24/22		REIMB FOR PAYROLL W/E 6/17/22	
					001-1003	526,451.43
					007-1003	171.23
					017-1003	3,029.00
					027-1003	5,257.25
					029-1003	3,855.83
					030-1003	6,906.92
					041-1003	6,904.73
					043-1003	23,677.49
					070-1003	47,783.60
					072-1003	21,992.57
					094-1003	144.09
					110-1003	7,971.91
					Total :	654,146.05
					Bank total :	654,146.05
					Total vouchers :	654,146.05

1 Vouchers for bank code : bank3

1 Vouchers in this report

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 22-071vchlist
06/23/2022 11:02:22AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227345	6/23/2022	889069 U.S. BANK NATIONAL ASSOCIATION	1994835		2021A BOND-INTEREST PAYMENT-JULY 018-1230	356,062.30
Total :						356,062.30
227346	6/23/2022	889069 U.S. BANK NATIONAL ASSOCIATION	1994838		2021B BOND-INTEREST PAYMENT-JULY 070-1230 072-1230	44,585.92 12,575.51
Total :						57,161.43
2 Vouchers for bank code : bank3						Bank total : 413,223.73
2 Vouchers in this report						Total vouchers : 413,223.73

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 22-071

vchlist
06/23/2022 1:40:37PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227347	6/23/2022	887381 PEDALERS WEST	041222		BIKE TUNE UP FOR 4 BICYCLES 001-222-0000-4320	360.00
Total :						360.00
1 Vouchers for bank code : bank3						Bank total : 360.00
1 Vouchers in this report						Total vouchers : 360.00

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 22-071

vchlist

06/27/2022 9:47:24AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227348	6/27/2022	892552 A & M CATERING, INC.	1003		CATERING FOR LP SENIOR CLUB MOT	
				12633	004-2380	2,133.33
					Total :	2,133.33
		1 Vouchers for bank code :	bank3		Bank total :	2,133.33
		1 Vouchers in this report			Total vouchers :	2,133.33

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 22-071

vchlist
06/27/2022 4:40:14PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227349	6/27/2022	891860 CARL WARREN & COMPANY	PREFUND		PREFUND REQUEST- REIMB ITF ACCT 006-1037	105,000.00
Total :						105,000.00
1 Vouchers for bank code : bank3						Bank total : 105,000.00
1 Vouchers in this report						Total vouchers : 105,000.00

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK**EXHIBIT "A"**
RES. NO. 22-071vchlist
06/28/2022 3:59:30PMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
227350	6/28/2022	103463 U.S. POSTMASTER	06-28-22		POSTAGE-2021 ANNUAL WATER QUALI 070-381-0000-4430	3,000.00
Total :						3,000.00
1 Vouchers for bank code : bank3						Bank total : 3,000.00
1 Vouchers in this report						Total vouchers : 3,000.00

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

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

Date: July 5, 2022

Subject: Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of July 14, 2022 to August 12, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8165 (Attachment "A") re-authorizing remote teleconference meetings for the period of July 14, 2022 to August 12, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code (GC) Section 54953(E) and other applicable provisions of Assembly Bill 361.

BACKGROUND:

1. On October 4, 2021, the City Council was presented with an agenda report regarding adopting a resolution to continue remote teleconference meetings of the City of San Fernando's Legislative Bodies under the provisions of Assembly Bill (AB) 361 (Attachment "B"), which was signed into law on September 17, 2021. The City Council did not adopt the resolution, thereby reverting all legislative body meetings to comply with all Ralph M. Brown Act (Brown Act) requirements for public meetings.
2. On January 12, 2022, due to the surge of the Omicron variant of the COVID-19 virus, the City Council adopted Resolution No. 8089 to authorize remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective January 12, 2022 through February 11, 2022.
3. On February 7, 2022, the City Council adopted Resolution No. 8119 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective February 12, 2022 through March 13, 2022.

Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of July 14, 2022 to August 12, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

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4. On March 7, 2022, the City Council adopted Resolution No. 8124 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective March 14, 2022 through April 13, 2022.
5. On April 4, 2022, the City Council adopted Resolution No. 8134 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective April 14, 2022 through May 13, 2022.
6. On May 2, 2022, the City Council adopted Resolution No. 8144 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective May 14, 2022 through June 13, 2022.
7. On June 6, 2022, the City Council adopted Resolution No. 8155 re-authorizing remote teleconference meetings of the City of San Fernando's Legislative bodies under the provisions of AB 361 for a period of 30 days, effective June 14, 2022 through July 13, 2022.

ANALYSIS:

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

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

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

Consideration to Adopt a Resolution Re-Authorizing Remote Teleconference Meetings for the Period of July 14, 2022 to August 12, 2022, of the City of San Fernando's Legislative Bodies in Compliance with Government Code Section 54953(E) and Other Applicable Provisions of Assembly Bill 361

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On June 6, 2022, the City Council adopted Resolution No. 8155 making a determination approving findings in accordance with AB 361, to allow the City to continue the option to hold teleconference meetings without complying with certain teleconferencing requirements of the Brown Act. The resolution is only effective for 30 days and expires on July 13, 2022. The City Council may renew the resolution, every 30 days, at which time a subsequent resolution (Attachment "A") will need to be adopted. If the resolution lapses, the City's Legislative Bodies will be required to comply with the Brown Act (Pre-COVID-19 Pandemic) until a new resolution is adopted to make the initial determinations and findings again.

BUDGET IMPACT:

There is no fiscal impact associated with consideration of the proposed resolution. The cost of the Zoom virtual meeting platform is included in the Fiscal Year 2022-2023 Adopted Budget.

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8165 (Attachment "A") re-authorizing remote teleconference meetings for the period of July 14, 2022 to August 12, 2022, of the City of San Fernando's Legislative Bodies in compliance with Government Code (GC) Section 54953(E) and other applicable provisions of Assembly Bill (AB) 361.

ATTACHMENTS:

- A. Resolution No. 8165
- B. Assembly Bill (AB) 361

RESOLUTION NO. 8165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR ALL LEGISLATIVE BODIES OF THE CITY OF SAN FERNANDO, FROM JULY 14, 2022 THROUGH AUGUST 12, 2022, PURSUANT TO GOVERNMENT CODE SECTION 54953(E) IN ACCORDANCE WITH ASSEMBLY BILL 361

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

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

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

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

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

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

WHEREAS, the LACDPH Health Officer Order issued March 23, 2022, and effective April 1, 2022, continues to advise that all individuals and businesses are strongly urged to follow the LACDPH Best Practices Guidance, containing health and safety recommendations for COVID-19;

WHEREAS, the LACDPH Best Practices Guidance provides, among other things:

1. Masks are *strongly recommended* in most indoor public settings to prevent transmission of the virus particularly to persons with prolonged, cumulative exposures (e.g., workers and to those with higher risk of illness (e.g., unvaccinated, older persons, or those with underlying medical conditions such as immunocompromised persons); and
2. Per state and federal law, visitors and workers must continue to wear masks in specified high-risk settings to continue protecting vulnerable populations and the workforce that delivers critical services in these settings; and
3. Identify and regularly clean frequently touched surfaces and objects such as doorknobs, elevator buttons, tools, handrails, phones, headsets, bathroom surfaces and steering wheels;
4. Whenever possible, take steps to reduce crowding indoors and encourage physical distancing including, but not limited to:
 - a. Limiting indoor occupancy to increase the physical space between employees at the worksite, between employees and customers, and between customers;
 - b. Using tape, signs, or other visual cues such as decals or colored tape on the floor, placed six feet apart, to guide customers about where to stand to avoid crowding and to encourage distancing where lines may form; and
 - c. Continuing, where feasible, to offer telework options and continue those teleworking arrangements that do not interfere with business operations as telework significantly reduces the risk of exposure for employees, their households, and communities.

WHEREAS, the surges in COVID-19 variants overseas have the potential to quickly spread in the United States warranting continued vigilance; and

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

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

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

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

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

WHEREAS, in light of the continuing State declaration of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials to maintain various infection control and containment measures referenced above , the City Council desires to make the findings required by AB 361 to allow the City Council and all City Boards and Commissions to continue to meet under AB 361's abbreviated teleconferencing procedures.

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

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

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

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

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

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

SECTION 6. The operational provisions of this Resolution shall take effect July 14, 2022, and expire upon the earlier of the following (i) 12:00 am on August 12, 2022; or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of San Fernando may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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

PASSED, APPROVED, AND ADOPTED THIS 5th day of July, 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. 8165 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 5th day of July, 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 July, 2022.

Julia Fritz, City Clerk

Assembly Bill No. 361

CHAPTER 165

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

[Approved by Governor September 16, 2021.

Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This bill would make legislative findings to that effect.

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

This bill would make legislative findings to that effect.

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

DIGEST KEY

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

BILL TEXT

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

SECTION 1.

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

89305.6.

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

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

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

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

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

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

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

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

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

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

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

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

SEC. 2.

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

11133.

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

- (E) At least one member of the state body be physically present at the location specified in the notice of the meeting.
- (c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.
- (d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:
- (1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.
 - (2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).
- (e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:
- (1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.
 - (2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.
- (f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

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

SEC. 3.

Section 54953 of the Government Code is amended to read:

54953.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

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

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

SEC. 3.1.

Section 54953 of the Government Code is amended to read:

54953.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

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

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

SEC. 4.

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

54953.

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

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

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

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

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

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

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

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

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

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

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

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

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

SEC. 4.1.

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

54953.

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

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

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

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

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

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

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

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

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

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

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

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

SEC. 5.

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

SEC. 6.

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

SEC. 7.

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

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

SEC. 8.

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

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

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

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

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

SEC. 9.

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

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

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Matt Baumgardner, Director of Public Works

Date: July 5, 2022

Subject: Consideration to Authorize the Formal Solicitation of Bids for Phase 1 of the Annual Street Resurfacing Project

RECOMMENDATION:

It is recommended that the City Council authorize the formal solicitation of bids for Phase 1 of the Annual Street Resurfacing Project to be advertised and publicly noticed for no less than 30 days prior to the opening of bids.

BACKGROUND:

1. On December 6, 2021, the City Council approved Contract No. 2046 with GMU Pavement Engineering Services (GMU) for on-call pavement engineering design services.
2. Since January 2022, City and GMU staff have been working closely together to evaluate all of the City's streets and develop a comprehensive list of approximately 30 miles of streets to pave with slurry seal in Fiscal Year (FY) 2022-2023.
3. On June 21, 2022, the City Council adopted a resolution to accept a partial list of the streets (approximately eight miles) to be paved in FY 2022-2023 using Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 funds.

ANALYSIS:

Historically, the City has used its annual allocation of street resurfacing funds from the State and County to repair one to two miles of streets using the Thin Overlay process. This is a standard method for repaving of streets where up to two inches of the pavement surface is ground away and a new surface is placed over it with asphalt. While this is considered a standard and acceptable method, the cost for doing this kind of pavement resurfacing does not allow the City to make much progress on the backlog of streets that require attention. Additionally, many streets have older water and sewer mains that may require upgrades in the next five years and the City currently does not have the funds to replace these sections of mains before placing an expensive thin overlay asphalt surface over the street.

Consideration to Authorize the Formal Solicitation of Bids for Phase 1 of the Annual Street Resurfacing Project

Page 2 of 3

City and GMU staff worked together to evaluate alternative methods for addressing many of the streets in the City over the next three years, with the goal of resurfacing all streets using a combination of more affordable pavement treatments.

Phase 1 of Annual Street Resurfacing Project.

The City will begin this year's annual street resurfacing project by focusing on preserving approximately 18 miles of streets that are in fair condition and extending their useful life. This is an important approach to managing the City's street pavement inventory, as the tendency in the past has been to let streets in a fair-to-good condition deteriorate and focus on repaving one to two miles of streets in poor condition using a thin overlay. This is not an uncommon predicament facing cities and it can be challenging to make these decisions when there is a significant backlog of streets requiring attention.

By addressing the streets in a fair-to-good condition first, the City is preserving more than one-third of the street inventory and providing a proper traveling surface free of potholes and cracks for the next seven to ten years using a very affordable slurry seal process. This process will focus on filing any cracks, repairing any potholes, and then sealing with a thin layer of asphalt slurry that seals the street. In addition to the slurry seal of the streets, the project will focus on addressing concrete repairs to the curb and gutter along the street. A full list of streets to be addressed as part of Phase 1 is shown in the project bid package (Attachment "A").

Phase 2 of Annual Street Resurfacing Project.

City and GMU staff are concurrently working on completing the design of a more robust two- and three-step slurry seal process for streets that are moderately to significantly deteriorated with cracks and potholes. These are streets that typically require an overlay treatment. This two- and three-step process involves multiple layers of asphalt slurry that help to fill, level, and create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays.

Staff anticipates returning to City Council in September 2022 with plans and specifications to be released for this second phase of the Annual Street Resurfacing Project. Up to an additional 12 miles of streets will be paved using the two- and three-step slurry process. Work on this project would begin in November 2022 and continue through June 2023.

Project Schedule.

Phase 1 of the project is expected to begin in September 2022 and completion is anticipated by March 2022.

Public Bid Process.

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

Consideration to Authorize the Formal Solicitation of Bids for Phase 1 of the Annual Street Resurfacing Project

Page 3 of 3

The bid proposals are tentatively scheduled to be opened by the City Clerk in the Council Chambers on Monday, August 1, 2022. Staff will review the bids and determine the lowest responsive bidder. Staff will return to City Council for consideration to the award the construction contract on August 15, 2022.

BUDGET IMPACT:

The Annual Street Resurfacing Project is being funded through a combination of State and County funds that are allocated each year to the City based on population size. These funding sources include SB 1 and Gas Tax from the State, as well as Measure M, Measure R, and Proposition C from Los Angeles County. A total of \$4,599,228 is available in FY 2022-2023, including \$2,015,053 in new funds allocated to the City. It is anticipated that up to \$2,000,000 will be used for Phase 1 of the Annual Street Resurfacing Project and the remainder of the balance will be used to fund Phase 2 of the project at the end of 2022.

SOURCES		
Fund	Account Number	Allocation
SB 1	025-3623-0560	\$ 1,853,189
Measure R	012-3210-0560	\$ 820,130
Measure M	024-3210-0560	\$ 1,085,548
Proposition C	008-3210-0560	\$ 532,465
State Gas Tax	011-XXXX-0560	\$ 52,896
Capital Outlay	032-3970-0000	\$ 255,000
Total Sources:		\$ 4,599,228

USES		
Activity	Account Number	Cost
Design/Construction Management	008/011/012/024/025/032-311-0560-4600	\$ 689,884
Construction	008/011/012/024/025/032-311-0560-4600	\$ 3,909,344
Total Uses:		\$ 4,599,228

CONCLUSION:

Staff recommends that the City Council authorize the formal solicitation of bids for Phase 1 of the Annual Street Resurfacing Project.

ATTACHMENT:

- A. [Project Bid Package](#) (provided digitally through web link; hardcopy available at the Public Works counter)

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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

Date: July 5, 2022

Subject: Consideration to Adopt Resolutions Establishing a Job Specification for the Position of Deputy City Manager/Economic Development

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8167 (Attachment “A”) approving a specification for the Deputy City Manager/Economic Development (Attachment “A” Exhibit “1”) job classification;
- b. Adopt Resolution No. 8168 (Attachment “B”) amending Resolution No. 7692 to include the Deputy City Manager/Economic Development in the Department Head Benefits Plan.
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. On April 19, 2021, City Council adopted Citywide Strategic Goals for the five-year period covering 2022 – 2027. These goals focus on supporting economic recovery, preserving beautiful homes and neighborhoods, and forging financial strength and stability, among other goals.
2. On June 21, 2021, the City Council approved the FY 2021-2022 Adopted Budget, which included funding for new Economic Development Manager to move the adopted Strategic Goals forward.
3. On January 18, 2022, the City Manager made a presentation to City Council requesting the Economic Development Manager position be upgraded to a Deputy City Manager to elevate the position of Economic Development in the City Organization as well as provide a career succession ladder to the City Manager Position (i.e., Assistant to the City Manager → Deputy City Manager → City Manager). After some discussion, the City Council directed staff to bring back the proposal as part of the upcoming budget process.

Consideration to Adopt Resolutions Establishing a Job Specification for the Position of Deputy City Manager/Economic Development

Page 2 of 3

4. On May 23, 2022, the City Manager presented the Administration Department Budget proposal during Budget Study Session No. 1, which included the proposal to upgrade the Economic Development Manager to Deputy City Manager.

ANALYSIS:

As part of the FY 2022-2023 Budget Study Session No. 1, the City Manager presented a proposal to upgrade the Economic Development Manager to a Deputy City Manager to be responsible for economic development. This proposal would elevate the status of economic development in the City by giving it the authority of the City Manager's Office, create a career succession ladder to the City Manager position, and create a clear "second in command" in the City organization.

While City Council was generally supportive of elevating the status of economic development in the City through a higher level position, concerns were expressed that the position would be focused more on administrative duties that would impede the ability to focus on economic development. There were also concerns raised that the proposed organizational chart in the City Manager's Office did not reflect the position's focus on economic development.

To address these concerns, the City Manager revised the proposed position title to Deputy City Manager/Economic Development and revised the proposed organizational chart (Attachment "C") to reflect the position's focus on economic development. Both of these revisions make it clear that the Deputy City Manager/Economic Development position's primary responsibilities are on economic development and business support.

The proposed Deputy City Manager/Economic Development job specification provides essential duties and responsibilities of the position with a significant focus on economic development, business attraction and development, commercial property owner support, job attraction, and revenue generation through expanding and diversifying the City's tax base. The proposed job specification also sets a high standard for education training and experience, with a typical way of obtaining the necessary skills and abilities for the Deputy City Manager/Economic Development position being: graduation from an accredited four-year college or university with a major in urban planning, public administration, business administration or a closely related field; and at least five years of progressively responsible experience in a municipal economic development department, redevelopment agency, and/or economic development corporation; or an equivalent combination of training and experience. A master's degree in planning, business administration or public administration is preferred.

The City's Employer-Employee Relations Resolution No. 4585 (EERR), as amended by Resolution No. 4716, provides orderly procedures for the administration of employer-employee relations between the City and its employee organizations and for resolving disputes regarding wages, hours and other terms and conditions of employment. The EERR designates all Department Head

Consideration to Adopt Resolutions Establishing a Job Specification for the Position of Deputy City Manager/Economic Development

Page 3 of 3

and Assistant Department Head positions as management and confidential and shall not be represented by an employee organization. The proposed Deputy City Manager/Economic Development position is an executive management position with the responsibility to direct Department Heads in the absence of the City Manager. Therefore, pursuant to the EERR, this position will be designated as a Department Head, confidential, unrepresented employee with benefits established through Resolution No. 7692 – Salary and Benefits for Employees in Classifications Designated as Department Heads.

BUDGET IMPACT:

There is no budget impact associated with adopting the proposed Deputy City Manager/Economic Development job specification. Funding for the proposed position was included in the FY 2022-2023 Adopted Budget, salary resolution, and table of organization.

CONCLUSION:

Staff recommends that the City Council approve the proposed job specification for Deputy City Manager/Economic Development and related resolutions.

ATTACHMENTS:

- A. Resolution No. 8167
 - Exhibit 1: Deputy City Manager Job Specification
- B. Resolution No. 8168 – Amending Resolution No. 7692 to
 - Exhibit 1: Amendment to Section 1 to include the Deputy City Manager/Economic Development
- C. Administration Department Organization Chart

RESOLUTION NO. 8167

**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. 184
THERE TO**

**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. 184 (Exhibit "1") covering important and essential duties, job-related and essential qualifications for the following position and classification:

DEPUTY CITY MANAGER/ECONOMIC DEVELOPMENT

Supplement No. 184 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. 184 are now on file in the office of the City Clerk. Said Supplement No. 184 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 and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 5th day of July, 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. 8167, 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 5th day of July, 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 July, 2022.

Julia Fritz, City Clerk

JOB SPECIFICATION

CLASS TITLE

DEPUTY CITY MANAGER/ECONOMIC DEVELOPMENT

ADOPTION

RESOLUTION NO.

8167

EFFECTIVE DATE

7/5/2022

FLSA DESIGNATION

EXEMPT

AT-WILL

GENERAL PURPOSE

Under administrative direction of the City Manager, leads citywide projects and programs, and provides ongoing assistance and support to the City Manager, City Council and Department Heads; manages the City's economic development projects and program activities; plans, strategizes and administers business attraction, retention and assistance activities; markets the City; performs complex professional, confidential, and analytical duties; and serves as a subject matter expert on the City's resources. Provides leadership for the planning, design and implementation of the City's strategic goals, vision, and business objectives; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Deputy City Manager/Economic Development is a single-incumbent position responsible for complex planning, program management and expertise in the development of commercial, residential and public improvement projects. The incumbent provides advice and strategic leadership to the City Manager and City Council in the development of short- and long-term development plans to meet the City's strategic growth, job development and quality-of-life objectives. Assignments are broad in scope, requiring significant independent decision making and impact on department success.

The Deputy City Manager/Economic Development is an "At-Will" position that is appointed by and serves at the pleasure of the City Manager as part of the executive management team.

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. Provides expert professional assistance to the City Manager on a wide variety of economic development issues and opportunities; performs analyses and identifies City needs to meet legislated obligations; performs statistical and information-gathering processes to obtain the information and data necessary for analysis and budget development; analyzes alternatives and makes recommendations; discusses findings with management and appointed and elected officials; develops implementation plans, policies and procedures; drafts reports, recommended policy change documents and presentation materials.
2. Directs and oversees initiatives to attract and expand quality businesses that provide job opportunities and expand or diversify the City's tax base; works with Community Development, Public Works, other City departments and outside agencies to provide incentives and facilitate consideration and approval of new commercial and industrial development projects; works with local governmental and private developers on projects integrating transportation, housing, entertainment and retail.

ESSENTIAL DUTIES AND RESPONSIBILITIES

3. Represents the City at both public and private meetings with development professionals, elected and appointed officials and citizens groups; develops citizen participation processes; performs community outreach, consensus building and marketing of large complex projects; schedules and facilitates meetings with stakeholders and related groups; documents meeting decisions.
4. Performs studies regarding vacant or occupied properties for future purchase, lease or development; researches and identifies right-of-way and easement requirements based on City needs; researches and examines County Assessor and other public records to identify ownership of affected property and determine property rights and descriptions; manages real property acquisitions, disposals and other real estate matters; contracts for professional services as necessary; performs cost studies, develops cost estimates and negotiates for the acquisition of real property, easements and rights of way/entry.
5. Prepares and maintains a variety of plans, reports, records and activities; prepares maps, charts and graphics; participates in the review of the City's General Plan; determines analytical techniques and statistical and information-gathering processes and obtains necessary information and data for analysis; analyzes alternatives and makes recommendations for management review; discusses findings with management; recommends policy changes and new ordinances; drafts documents and presentation materials for management; prepares and presents staff reports to committees, commissions and the City Council.
6. Serve as the City's Ombudsman to the business community, coordinating with developers, business and property owners to enhance the commercial opportunities within the City.
7. Provide professional comprehensive analytical assistance to the City Manager regarding citywide issues, programs, goals and objectives, and/or operations; ensure materials are accurate, complete, and in compliance with City standards, policies and procedures.
8. Coordinate activities with other departments and outside agencies and organizations; as assigned, provide staff assistance to the City Manager and City Council; conducts research, performs analysis, and prepares and presents staff reports and other necessary correspondence; assist with management review of City Council agenda items.
9. Advisor to City Manager and City Council on labor relations matters; formulation of labor negotiation policy; serve as representative in conducting negotiations with recognized employee bargaining groups.
10. Supervise and evaluate technical and clerical staff in the City Manager's Office; assign and prioritize work. May be assigned as a temporary supervisor to teams or groups of professional, paraprofessional, and technical staff on a project basis; may represent or act in the capacity of City Manager in the City Manager's absence.
11. Monitor and maintain compliance with pertinent federal, state, and local laws, codes, regulations, and ordinances; assist in implementing procedures to ensure compliance with applicable laws and regulations.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Principles and practices of public economic development, including successful methods for the attraction and retention of commercial and industrial businesses.
2. Principles, intervention strategies and practices of public administration, governmental land-use planning, public funding, private development financing and financial analysis.
3. Advanced principles, practices, tools and techniques of program/project planning and management.
4. Advanced principles, practices and methods of strategic planning as they apply to a large municipal organization.
5. Practices, techniques and methods of marketing and public relations for development and planning projects.
6. Statistical analysis techniques and formulae relevant to the planning process.
7. Local, state and federal laws and procedures governing acquisition of real property and rights of way through condemnation and eminent domain processes and associated relocation requirements.
8. California Redevelopment and Successor Agency codes and California Business Improvement District Law, State Enterprise Zone law and other federal, state and local laws, codes and court decisions applicable to the formulation and implementation of development/redevelopment plans and projects.
9. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
10. Principles and practices of administration, budget and personnel management applicable to assigned responsibilities.

ABILITY TO:

1. Define complex management, fiscal, budget and strategic planning issues, perform difficult analyses and research, evaluate alternatives and develop sound conclusions and recommendations.
2. Perform responsible and complex long-term municipal planning assignments.
3. Research, analyze and interpret complex demographic, social and economic data and develop reports, recommendations and supportive materials including technical studies, environmental impact documents, design plans, leases, agreements, options, deeds, contracts, permits and other documents related to economic development projects and programs.
4. Work with the private sector and relate to their goals while maintaining the City's priorities.

MINIMUM QUALIFICATIONS

5. Perform technical research and analyze planning data, evaluate alternatives and recommend effective courses of action.
6. Prepare clear, concise and accurate drawings, maps, notes, correspondence and other written materials.
7. Understand and apply federal, state and local laws, regulations, codes and policies applicable to planning functions/projects.
8. Organize, set priorities and exercise sound, independent judgment within areas of responsibility.
9. Present proposals and recommendations clearly, logically and persuasively.
10. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
11. Present and explain complicated issues clearly and effectively to City staff, the City Council and the public.
12. Represent the City effectively in dealings and negotiations with business and community organizations, property owners, residents and the public.
13. Use tact and diplomacy in dealing with sensitive situations and concerned people.
14. Establish and maintain effective working relationships with all those encountered in the course of work.
15. Plan, direct, manage, coordinate and integrate the work of professional, paraprofessional, and technical staff.
16. Select, motivate and evaluate staff and provide for their training and professional development.

EDUCATION, TRAINING AND EXPERIENCE:

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

Graduation from an accredited four-year college or university with a major in urban planning, public administration, business administration or a closely related field; and at least five years of progressively responsible experience in a municipal economic development department, redevelopment agency, and/or economic development corporation; or an equivalent combination of training and experience. A master's degree in planning, business administration or public administration is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

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

PHYSICAL AND MENTAL DEMANDS

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

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, bend at the waist, crouch or crawl; and smell. The employee is frequently required to lift up to 10 pounds unaided.

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

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

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

RESOLUTION NO. 8168

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 7692
ESTABLISHING THE SALARY AND BENEFITS FOR EMPLOYEES IN
CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS**

WHEREAS, under California State law, the City Council is vested with the authority to designate classifications as being Department Heads; and

WHEREAS, the City Council has established and designated the following classifications as Department Heads: (1) Director of Public Works; (2) Director of Community Development; (3) Director of Finance; (4) Director of Recreation and Community Service; (5) City Clerk; and (6) Police Chief; and

WHEREAS, the City Council desires to include the Deputy City Manager/Economic Development designation as a Department Head; and

WHEREAS, the terms and conditions of employment for the Department Heads are set forth in Resolution Number 7692 adopted on August 3, 2015, as amended by Resolution Number 7807 adopted on August 7, 2017; and

WHEREAS, the City Council has determined that it is appropriate to establish the Deputy City Manager/Economic Development position and provide benefits commensurate with negotiated provisions in other recognized bargaining units in the City.

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

SECTION 1. Approval of amendments to Resolution No. 7692 as outlined in the attached "Exhibit 1". Resolution 7692 and all exhibits attached thereto shall remain binding and operation except to the extent amended under this Resolution and no further.

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 5th day of July, 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. 8168 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 5th day of July, 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 January, 2022.

Julia Fritz, City Clerk

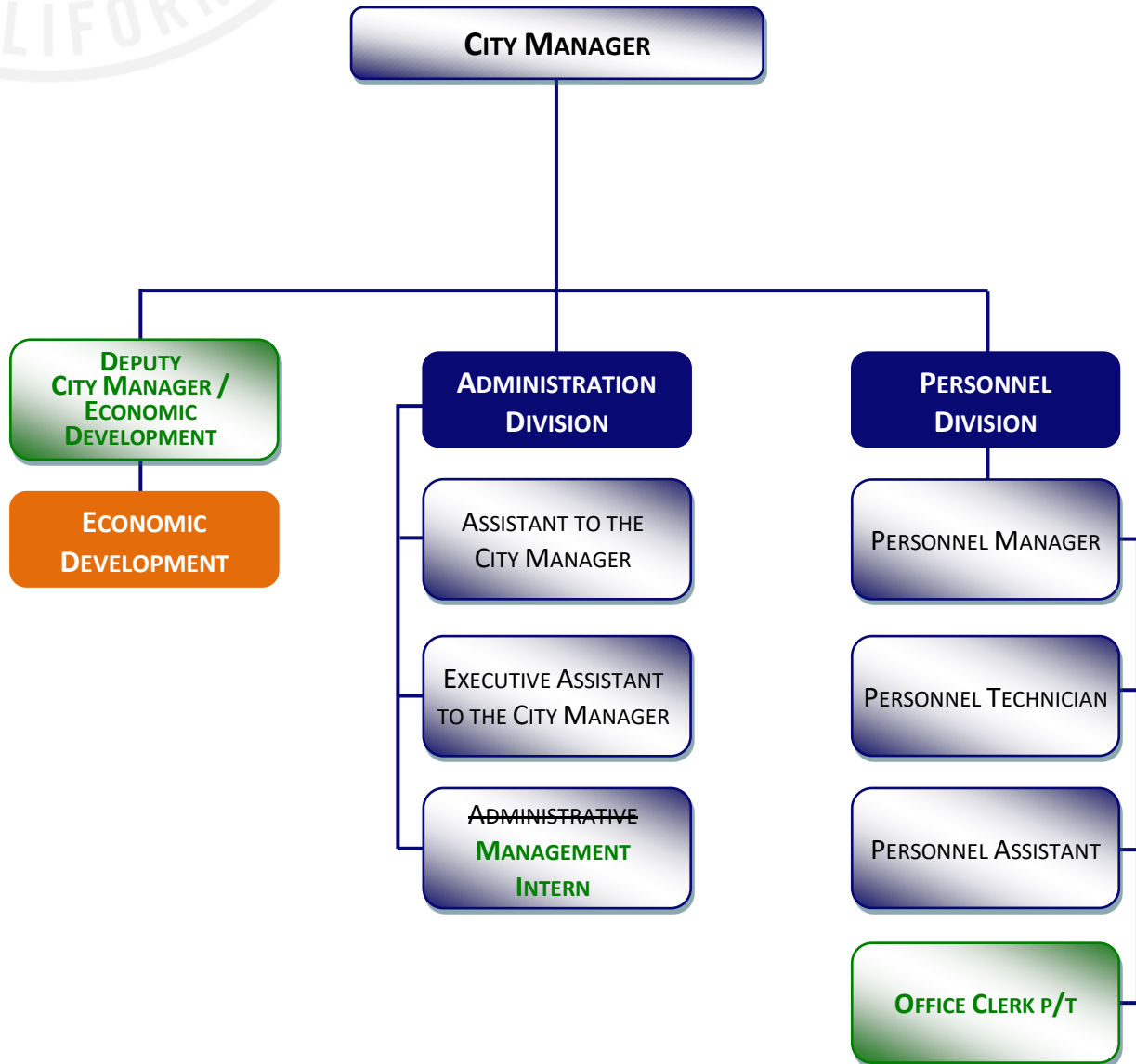
Resolution 7692 is hereby amended as follows:

SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:

Amended to add the classification of Deputy City Manager/Economic Development.

THE CITY OF SAN FERNANDO

ORGANIZATIONAL CHART ADMINISTRATION DEPARTMENT FISCAL YEAR 2022-2023



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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, Management Analyst

Date: July 5, 2022

Subject: Consideration to Approve a Memorandum of Agreement with TreePeople to Develop the City of San Fernando Urban Forest Management Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Agreement (Attachment "A" - Contract No. 2082) with TreePeople for \$273,775.53 for the development of the City of San Fernando Urban Forest Management Plan; and
- b. Authorize the City Manager to make any non-substantive changes and execute the Contract and all related documents.

BACKGROUND:

1. On July 14, 2021, Public Works, in partnership with TreePeople and West Coast Arborists, prepared and submitted a conceptual proposal for funding the Calles Verdes: City of San Fernando Urban Forestry Management Plan through the Cal Fire Urban and Community Forestry grant program, which was subsequently authorized by Cal Fire for submittal of a full proposal.
2. On December 6, 2021, the City Council adopted Resolution No. 8109 authorizing the submittal of the full proposal to Cal Fire, which identified TreePeople and West Coast Arborists as partners to implement the project.
3. On April 18, 2022, the City Council approved Contract No. 2068 accepting \$288,753.53 in Urban and Community Forestry (UCF) grant funds from the State of California Department of Forestry and Fire Protection (Cal Fire) for the creation of the City's first Urban Forest Management Plan (UFMP).

Consideration to Approve a Memorandum of Agreement with TreePeople to Develop the City of San Fernando Urban Forest Management Plan

Page 2 of 4

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. To responsibly move this goal forward in a sustainable manner, the City, in partnership with TreePeople and West Coast Arborists, applied for, and received, grant funding to develop an Urban Forest Management Plan (UFMP) to supplement the current Calles Verdes grant.

A UFMP will provide a detailed roadmap that can be followed to achieve the City's vision for the future of its tree canopy. In addition, this roadmap will allow City staff to plan annual planting projects based on available funding for each fiscal year through FY 2027.

To ensure the components of the City's UFMP are developed in a detailed and comprehensive manner, the City partnered with TreePeople due to their vast knowledge as arborists and enhancing tree canopies. The partnership to develop the UFMP will supplement the current partnership with TreePeople to implement the City's Calles Verdes grant.

TreePeople.

TreePeople, an environmental 501(c) 3 organization, has been a leader in developing and implementing nature-based solutions to environmental related problems that impact communities across Southern California. They have extensive experience managing widespread urban forestry projects in collaboration with public agencies, the community, and various stakeholders. Additionally, TreePeople has over a decade of experience with managing and implementing CAL FIRE Urban and Community Forestry grant projects and has continuously demonstrated the ability to meet grant deliverables, produce reports on time, and maximize the use of public funds.

TreePeople works predominantly with low-income communities of color that are disproportionately exposed to environmental burdens. Throughout the organization's history, TreePeople has contributed to the planting of over three million trees. Notably, TreePeople has planted over five hundred (500) trees in the City of San Fernando through a community-driven model in partnership with the City.

TreePeople Project Responsibilities.

A Memorandum of Agreement ("Agreement") lays out the roles and responsibilities of each entity that is a party to the Agreement. In this case, the Agreement will ensure that the City is in compliance with the requirements of the Cal Fire grant and the roles and responsibilities of the City and TreePeople are clearly defined. Through the proposed Agreement, TreePeople will

Consideration to Approve a Memorandum of Agreement with TreePeople to Develop the City of San Fernando Urban Forest Management Plan

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perform project management and grant reporting duties, conduct community engagement and workshops, develop the UFMP, and lead the subsequent tree planting activities. Additionally, TreePeople will utilize their experience in urban forestry and with the San Fernando community to ensure the project delivers on its goals.

Community Engagement and Workshops: TreePeople will conduct robust community outreach related to the development of a UFMP to obtain meaningful feedback from the public; TreePeople will use the feedback to develop relevant educational materials. Further, public feedback will establish new insights that will provide a stronger framework for conducting educational workshops 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.

UFMP: TreePeople will draft, develop, and finalize a robust UFMP. The UFMP will improve the immediate and long-term management of the City's urban forest. Development of the UFMP will follow an urban forest assessment, conducted by West Coast Arborists (WCA), which includes a canopy assessment, physical tree inventory, and community input to identify the state of the urban forest. 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.

Once the UFMP has been completed, TreePeople will provide continued support to the City as it implements the long-term improvements to its urban forest which will be detailed within the final UFMP. Based on staffs' conversation with TreePeople, the UFMP is expected to be completed July 2023.

BUDGET IMPACT:

The total budget for the UFMP project is \$385,493.53 and is broken down as follows:

- (UCF) grant \$288,775.53
 - TreePeople Contract \$273,775.53
 - WCA Tree Assessment \$15,000
- Local Match \$96,718
 - Volunteer Services \$66,718 (In-Kind)
 - City Staff Time \$30,000 (In-Kind)

Consideration to Approve a Memorandum of Agreement with TreePeople to Develop the City of San Fernando Urban Forest Management Plan

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The \$288,775.53 in UCF grant funds were appropriated into the FY 2021-2022 approved budget on April 10, 2022 and allocated into expenditure account 110-346-0838-4270. TreePeople is responsible for managing, tracking and reporting the \$66,718 volunteer services match. City staff will manage and track the \$30,000 staff time match but TreePeople will report to granting agency.

CONCLUSION:

It is recommended that City Council approve a Memorandum of Agreement (Contract No. 2082) with TreePeople for \$273,775.53 for the development of the City of San Fernando Urban Forest Management Plan and authorize the City Manager to make any non-substantive changes and execute the Contract and all related documents.

ATTACHMENTS:

- A. Contract No. 2082
- B. TreePeople Proposal



MEMORANDUM OF AGREEMENT

TREEPEOPLE

For the Development of the City of San Fernando Urban Forest Management Plan

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into this 5th day of July 2022 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and TREEPEOPLE (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

WHEREAS, on July 14, 2021, CITY, in partnership with CONSULTANT, prepared and submitted a conceptual proposal for funding the Calles Verdes: City of San Fernando Urban Forestry Management Plan through the Cal Fire Urban and Community Forestry grant program, which was subsequently authorized by Cal Fire for submittal of a full proposal; and

WHEREAS, CITY requires professional consulting services for the preparation of an Urban Forest Management Plan and related services in connection with the City's receipt of a CAL FIRE Urban Forest Management Plan Grant; and

WHEREAS, CITY staff has determined that CONSULTANT, a 501(c)(3), non-profit organization, possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the City of San Fernando City Council at its Regular Meeting of July 5, 2022 under Agenda Item No. 5.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "CAL FIRE Urban Forest Management Plan Grant Agreement – TreePeople which is attached and incorporated hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

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1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work within thirty-three (33) months and nine (9) days from the City's issuance of a written notice to proceed (hereinafter the "Completion Period");
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the document entitled "Cost Schedule" which is attached and incorporated hereto as **Exhibit "B"** (hereinafter referred to as the "**Cost Schedule**"). CONSULTANT shall also receive reimbursement for those pass-through costs and expenses specifically identified in the Budget Summary as being reimbursable pass through costs, except that any such costs which are anticipated to be in excess of \$500.00 shall require the prior written approval of the General Manager or designee before they are incurred. For the purposes of this Agreement, those pass-through costs or expenses identified as being reimbursable under the Compensation Schedule may hereinafter be referred to as "Reimbursable." CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONSULTANT's monthly invoice or statement. CITY shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.

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- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **TWO HUNDRED SEVENTY THREE THOUSAND – SEVEN HUNDRED SEVENTY FIVE AND 53/100 CENTS** (\$273,775.53) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works and Public Works Management Analyst (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates David Pineda, Government Grant Writer, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
 - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

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- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

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- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising

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from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and

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endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs,

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and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.

- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

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V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period,

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CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any

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CONTRACT NO. 2082

Development of the City of San Fernando Urban Forest Management Plan

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undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

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CONTRACT NO. 2082

Development of the City of San Fernando Urban Forest Management Plan

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- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement.

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Development of the City of San Fernando Urban Forest Management Plan

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CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

TreePeople
12601 Mulholland Drive
Beverly Hills, CA 90210
Attn: Daniel Berger, Director of
Forestry and Urban Greening
Phone: (818) 753-4600
Fax: 818-753-4635
Email: dberger@treepeople.org

CITY:

City of San Fernando
Public Works Department
117 Macneil Street, San Fernando, CA 91340
Attn: Director of Public Works
Phone: 818-898-1237
Fax: 818-361-6728
Email: mbaumgardner@sfcity.org

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

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CONTRACT NO. 2082

Development of the City of San Fernando Urban Forest Management Plan

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- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

MEMORANDUM OF AGREEMENT

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Development of the City of San Fernando Urban Forest Management Plan

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- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

MEMORANDUM OF AGREEMENT

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Development of the City of San Fernando Urban Forest Management Plan

Page 18 of 18

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

CITY OF SAN FERNANDO

TREEPEOPLE

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



CAL FIRE Urban Forest Management Plan Grant Agreement
TreePeople

Background:

TreePeople, an environmental 501(c)3 organization, inspires and supports the people of Southern California to come together to plant and care for trees, harvest the rain, and renew depleted landscapes. Since 1973, TreePeople has been a visionary leader in developing and implementing nature-based solutions to pressing problems that impact communities and ecosystems across Southern California. TreePeople works predominantly with low-income communities of color that are disproportionately exposed to environmental burdens. Throughout the organization's history, TreePeople has contributed to the planting of over 3 million trees.

TreePeople has extensive experience managing widespread urban forestry projects in collaboration with public agencies, the community, and various stakeholders. Notably, TreePeople has planted over five hundred trees in the City of San Fernando through a community-driven model in partnership with the City. TreePeople continues to prioritize and serve San Fernando through its environmental education program, water equity program, school greening efforts, and anticipated outdoor access programming.

TreePeople has over a decade of experience in managing and implementing CAL FIRE Urban and Community Forestry grant projects. TreePeople has remained in good standing with CAL FIRE and has secured continuous funding because of the organization's ability to meet grant deliverables, produce reports on time, and maximize the use of public funds. Additionally, TreePeople has extensive experience in developing environmental planning documents that are guided by cutting-edge data and community input. This has included watershed management plan development, active transportation plan development, tree prioritization plan engagement, construction project planning and development, and urban forest management planning.

Scope of Work:

TreePeople will support, implement, and conduct all components related to the CAL FIRE Urban Forest Management Plan Grant in accordance with grant guidelines, the grant agreement, and the City's direction. This will include:

Project management: TreePeople will conduct project management responsibilities to coordinate project partners, develop the Urban Forest Management Plan (UFMP), organize subsequent tree planting activities, and ensure project deliverables are being met in accordance with the grant's timeline. TreePeople will work in unison with the City to navigate the grant project's successful implementation.

Project reporting: TreePeople will conduct project reporting on a quarterly basis to CAL FIRE and as requested by the City of San Fernando. Reporting to CAL FIRE includes providing financial and



narrative reports along with project data such as greenhouse gas reduction tracking and tree planting GPS locations. TreePeople will act as a liaison between CAL FIRE and the City of San Fernando to ensure the project's administration is coherent with grant guidelines.

Community Engagement: TreePeople will conduct robust community outreach, education, and surveying. TreePeople will synthesize assessments completed to inform the Urban Forest Management Plan into public-facing materials and educational programming that is culturally relevant and meaningful to the public. These new insights will provide a stronger framework for conducting education around urban forestry, tree benefits, tree care, and related environmental issues. We anticipate outreach and educational opportunities to take place during other city events, TreePeople events, and virtually.

Community Workshops: To ensure robust community outreach and education are conducted, TreePeople will host three community workshops that provide an educational program on the City of San Fernando's urban forest. Workshops will also serve as an opportunity to solicit feedback from the community regarding their goals and objectives for the urban forest. The workshops will take place at various locations and times to accommodate participation by all residents. Workshops may be conducted in tandem with existing community events to ensure authentic and widespread engagement.

Urban Forest Management Plan (UFMP): TreePeople will draft, develop, and finalize a robust UFMP. The UFMP will improve the immediate and long-term management of the urban forest. The UFMP development will follow an urban forest assessment that includes a canopy assessment, physical tree inventory, and community input to identify the state of the urban forest. The UFMP will follow arboriculture standards 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 arboriculture best practices and align with city needs as it relates to tree planting, trimming, removal, treatments and assessment.

Tree Planting: TreePeople will implement a tree-planting campaign to plant 300 trees. Tree planting sites and species will be guided by the completed UFMP. The planting will be guided through a community-based approach, leveraging participation from community members, local schools, and other stakeholders. All tree planting will be conducted in accordance with best management practices.

Young Tree Care Establishment: TreePeople will conduct three years of tree care for all 300 trees planted. Tree planting sites and species will be guided by the recently completed UFMP. Tree care will include a mix of volunteer and staff support to conduct as needed watering, mulching, and trimming to ensure the trees survive the establishment period outlined in the grant.


Cost Schedule:

Category and Description	Total (CAL FIRE Grant)
Project Management	\$11,125.00
Project planning, scheduling, and coordination of project partners to ensure deliverables related to community engagement, tree planting, management plan development, and data management are being met.	
Project Reporting	\$3,150.00
Quarterly reporting to CAL FIRE to include the narrative report, financial documents, and data. Additional reporting as required by the City.	
Community Engagement	\$29,238.00
Community engagement and outreach for participation in community workshops, soliciting feedback to incorporate in management plan, tree planting events, and tree care events.	
Community Workshops (3)	\$3,150.00
Hosting four community workshop events to share information on the community's urban forest and solicit input for the Urban Forest Management Plan.	
Urban Forest Management Plan	\$34,400.00
Develop, draft, coordinate, and finalize an Urban Forest Management Plan. This will include developing a draft alongside city staff and incorporating feedback following the development of a draft.	
Tree Planting	\$76,620.40
Organize and implement a tree-planting campaign based on the guidance from the management plan. This campaign will plant a total of 250 through a volunteer and staff model.	
Young Tree Care Establishment	\$90,809.04
Organize and implement a tree care schedule for 250 trees for three years.	
Indirect Costs	\$25,283.09
TOTAL	\$273,775.53



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AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

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

Date: July 5, 2022

Subject: A Public Hearing to Consider Adopting an Ordinance to Adopt a Military Equipment Policy Governing the Use of Military Equipment Pursuant to Assembly Bill 481

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. 1711 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California, adopting a Military Equipment Policy governing the use of military equipment pursuant to Assembly Bill 481."

BACKGROUND:

1. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481") (Attachment "B"), relating to the use of "military equipment" by law enforcement agencies in California.
2. AB 481 seeks to provide transparency, oversight, and an opportunity for public input on decisions regarding whether and how military equipment is funded, acquired, and used by law enforcement agencies.
3. AB 481 (Exhibit No. 2), codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain authorization from its governing body to use military equipment by adopting a military equipment policy through an ordinance. The governing body as defined under law for the City is the San Fernando City Council.
4. Pursuant to AB 481, the ordinance adopting the military equipment policy must be adopted at a regular meeting of the City Council.

A Public Hearing to Consider Adopting an Ordinance to Adopt a Military Equipment Policy Governing the Use of Military Equipment Pursuant to Assembly Bill 481

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5. AB 481 requires that any law enforcement agency seeking to continue to use any “military equipment” as broadly defined by the law acquired before January 1, 2022 must commence the approval process prior to May 1, 2022.
6. AB 481, as part of the public input and transparency process, requires posting of the agency policy for public feedback for 30 days prior to any public meeting.
7. The Police Department’s proposed military equipment policy was posted on the City’s website for public comment on April 27, 2022 and reposted for greater visibility on May 10, 2022.
8. Pursuant to AB 481, the City Council may only approve the military equipment policy if it makes the following determinations:
 - (A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 - (B) The proposed military equipment use policy will safeguard the public’s welfare, safety, civil rights, and civil liberties.
 - (C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
 - (D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action been taken to remedy nonconforming uses and ensure future compliance.
9. Once adopted, AB 481 requires the governing body (City Council) to annually review the ordinance for approval or disapprove a renewal of the authorization for a certain type of Military Equipment, or amend the Military Equipment Policy if the policy does not comply with the standards established by law.
10. AB 481 also requires annual reporting on the military equipment identified in the policy, and an annual community engagement meeting regarding the annual report.

ANALYSIS:

The San Fernando Police Department (SFPD) is committed to placing the community’s safety first by using various public safety tools and equipment that have been proven effective in enhancing safety. Many items defined by AB 481 as military equipment, as outlined below, are currently utilized by SFPD and many agencies throughout Los Angeles County and the Nation. These items provide officers with critical tools and the ability to safely resolve dynamic and volatile situations that may otherwise rise to the level of a lethal encounter. These tools and equipment, combined with the proposed departmental military equipment policy, are a key component to facilitating compliance with the Police Department’s Use of Force policy.

A Public Hearing to Consider Adopting an Ordinance to Adopt a Military Equipment Policy Governing the Use of Military Equipment Pursuant to Assembly Bill 481

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It is important to understand that the term “military equipment” as used within AB 481 does not necessarily indicate equipment that has been used or provided by the military. In fact, the Police Department does not have any equipment in current use that has been obtained from the military or its Federal 1033 program, which provides surplus equipment to law enforcement.

AB 481 Definition of Military Equipment (Government Code 7070).

Assembly Bill 481 has created Government Code 7070 to designate the following 15 categories of items as military equipment:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
3. High Mobility Multipurpose Wheeled Vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. Unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. Items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
8. Firearms of .50 caliber or greater. Standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. Standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

San Fernando Police Department is currently in possession of items in Categories 10, 11, 12 and 14 from the above list. The proposed military equipment policy includes a list of newly defined military equipment currently in the SFPD’s possession. The proposed ordinance authorizes the

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Department to use the listed equipment only. Future equipment identified as military equipment, but not included in the current policy will require prior City Council approval before it can be purchased or deployed by the San Fernando Police Department.

The policy has been developed in consultation with the City Attorney's Office, who reviewed and approved this policy as to content and form prior to release on the City's website.

AB 481 Approval of the Military Equipment Use Policy (Government Code 7071).

California Government Code Section 7071(d)(1) states the following:

"The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

Response: The items identified in the proposed policy and currently possessed by the San Fernando Police Department are industry standard equipment that serve a unique and specific purpose. To staff's knowledge, no viable alternative equipment currently exists to achieve the respective objectives of this equipment.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

Response: The military equipment in the proposed policy and currently possessed by the San Fernando Police Department will safeguard the public's welfare, safety, civil rights by ensuring that San Fernando Police Officers have the proper equipment to appropriately respond to violent and/or unusual incidents (e.g. active shooters) or incidents involving large and riotous/unruly crowds (e.g. civil unrest).

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Response: The military equipment identified in the proposed policy complied with the City's purchasing policy and was cost effective at the time of purchase as it was procured through a competitive process. The San Fernando Police Department is not currently seeking to purchase any additional equipment as outlined in Assembly Bill 481.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance."

Response: All prior military equipment use complied with the City's policies that were in effect at the time. Additionally, all items currently in possession of the Police Department have been approved during the associated budgetary periods commensurate with the items purchased.

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AB 481 Funding, Acquisition and Use of Military Equipment (Government Code 7071).

In accordance with California Government Code Section 7071(a)(1), the adoption of a Military Equipment Use Policy by ordinance, would give the Police Department the approval from City Council to do the following:

- (A) Request military equipment identified in the Policy and made available pursuant to Section 2576a of Title 10 of the United States Code.
- (B) Seek funds for military equipment identified in the Policy, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (C) Acquire military equipment identified in the Policy, either permanently or temporarily, including by borrowing or leasing.
- (D) Collaborate with another law enforcement agency in the deployment or other use of military equipment identified in the Policy within the territorial jurisdiction of the governing body.
- (E) Use any new or existing military equipment identified in the Policy for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
- (F) Solicit or respond to a proposal for, or enter into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment identified in the Policy.
- (G) Acquire military equipment identified in the Policy through any means not provided by this paragraph.

AB 481 Annual Reporting Requirements (Government Code 7072).

Once approved, AB 481 establishes annual reporting requirements within Government Code 7072. The Police Department's annual report to the City Council requires reporting of each type of equipment used within the year and annual reporting thereafter. The annual report requires the following:

- (1) A summary of how the military equipment was used and the purpose of its use.*
- (2) A summary of any complaints or concerns received concerning the military equipment.*
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.*
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.*
- (5) The quantity possessed for each type of military equipment.*
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.*

Public Notification and Review.

The Police Department released the Military Equipment List and Draft Lexipol Policy 706 to the community via its webpage on April 27, 2022, and reposted for greater visibility on May 10, 2022.

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A Notice of Public Hearing (Attachment “C”) was published in the *San Fernando Valley Sun Newspaper* on June 23, 2022, in accordance with Government Codes. A Notice of Public Hearing was posted the City of San Fernando’s webpage, and a notification posted at the front entrance of the San Fernando City Hall. In addition, a Notice of Public Hearing was posted to the City Council Agenda. To date the City has not received any public comments relating to this policy.

Environmental Review.

This item is exempt from California Environmental Quality Act (CEQA) as it does not constitute a "project" within the meaning of Public Resources Code Section 21065, CEQA Guidelines Section 15060(c)(2), and/or 15378 including subsection (b)(4). If this were determined to be a “project” for CEQA analysis, this activity falls within the "Common Sense" CEQA exemption set forth in CEQA Guidelines Section 15061(b)(3). No unusual circumstances exist and none of the exceptions under CEQA Guidelines Section 15300.2 apply. This determination reflects the City’s independent judgment and analysis.

BUDGET IMPACT:

Adoption of this Ordinance has no fiscal impact on the City. Military equipment identified in the Policy is purchased through SFPD’s annual operating budget as adopted by City Council.

CONCLUSION:

The intent of AB 481 is to increase transparency, accountability, and oversight surrounding the use of military equipment. Moreover, the military equipment currently in use by the Police Department provides police officers with equipment essential to day-to-day patrol operations, responses to critical incidents, and protects and promotes the welfare and safety of the community we serve. Staff believes the proposed Ordinance and Policy of the Police Department is compliant with the State regulations as described under AB 481. Accordingly, staff recommends City Council approval of the proposed Ordinance and Policy of the Police Department.

The Police Department seeks the City Council’s adoption of the attached Ordinance (Attachment “A”), approving the Department’s Military Equipment Policy (Exhibit “A” of Attachment “A”), allowing the Police Department to continue to use the vital safety equipment specified therein.

ATTACHMENTS:

- A. Ordinance No 1711 with Exhibit:
 - Exhibit A: San Fernando Police Department Draft Military Equipment Policy
- B. Text of California Assembly Bill 481
- C. Public Hearing Notice

ORDINANCE NO. 1711

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ADOPTING A MILITARY EQUIPMENT POLICY GOVERNING
THE USE OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY BILL 481**

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (creating Government Code Section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 became effective January 1, 2022, and is codified at Sections 7070 through 7075 of Chapter 12.8 to Division 7 of Title 1 of the California Government Code; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, the term "military equipment" is defined in California Government Code Section 7070; and

WHEREAS, AB 481 requires, among other things, that a law enforcement agency obtain approval of the governing body, by an ordinance adopting a military equipment use policy that includes a description of the equipment, quantity, capabilities, expected lifespan, purposes and authorized uses, fiscal impact, legal and procedural rules governing authorized uses, required training, and mechanisms to ensure compliance with the agency's use policy, prior to taking certain actions relating to the funding, acquisition or use of military equipment, including military equipment acquired prior to January 1, 2022; and

WHEREAS, the San Fernando Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481; and

WHEREAS, the San Fernando Police Department has prepared a proposed Military Equipment Policy, attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, pursuant to Government Code section 7071(a)(2), if seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, the San Fernando Police Department was obligated to, and has met the requirement, of commencing a City Council approval process for the Military Equipment Policy no later than May 1, 2022; and

WHEREAS, the San Fernando Police Department made the proposed Military Equipment Policy available on the Police Department's website for at least 30 days prior to the first public meeting concerning the proposed Military Equipment Policy on July 5, 2022; and

WHEREAS, as required by AB 481, the City Council determines as follows:

- (a) the military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and
- (b) the proposed Military Equipment Policy will safeguard the public's health, welfare, safety, civil rights, and civil liberties; and
- (c) the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and
- (d) prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, as further required by Government Code section 7071(a)(2), if the City Council does not approve the continuing use of military equipment, including by adoption pursuant to a Military Equipment Policy, within 180 days of submission of the proposed Military Equipment Policy to City Council, the San Fernando Police Department shall cease its use of the military equipment until it receives the approval of City Council in accordance with this Ordinance; and

WHEREAS, the Military Equipment Policy and supporting information must be approved by the governing body by ordinance, and reviewed annually; and

WHEREAS, the City Council of the City of San Fernando, having received the information required under AB 481 regarding the San Fernando Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Policy as set forth herein.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and incorporated into this Ordinance.

SECTION 2. Approval of Military Equipment Policy. The City Council, having received the information required under AB 481 regarding the San Fernando Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby approves the Military Equipment Policy attached hereto as Exhibit "A." The Military Equipment Policy shall govern the approval, acquisition, use and reporting of military equipment by the San Fernando Police Department.

SECTION 3. CEQA. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 4. Uncodified Ordinance. This Ordinance shall not be codified in the San Fernando Municipal Code unless and until the City Council so ordains.

SECTION 5. 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 competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council 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 6. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 7. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando this 5th day of July, 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. 1711 which was introduced on the 5th day of July, 2022, 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

**Policy
706****San Fernando Police Department**

San Fernando PD Policy Manual

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
3. High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
4. Tracked armored vehicles that provide ballistic protection to their occupants.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
8. Firearms of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
9. Ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
10. Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. Noise-flash diversionary devices and explosive breaching tools or munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
13. TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
14. Kinetic energy weapons and munitions.

Military Equipment

15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the San Fernando Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of San Fernando Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

Heckler & Koch 9mm submachine guns

40mm Less Lethal Launcher

40mm Exact Impact Sponge Round

40mm Spede-heat long range Chlorobenzaldehyde Malononitrile (CS) Tear Gas Munition

40mm Ferret CS Munition

40mm Bean Bag Munition

Military Equipment

12 gauge Shotgun Less Lethal Bean Bag Munition

12 gauge Shotgun Ferret CS Munition

Pepperball launcher

Pepperball CS Munition

Unmanned aerial vehicle (drone)

Colt M4 Carbine Full Auto.223 Caliber Capability

For specific detail, see the following attachment: [See attachment: Military Equipment Policy Final.pdf](#)

The attachment referred to in policy section 706.4 above provides detail related to the description of each category of equipment/supply, quantity, capability, expiration date, purpose, product description, cost impact and policy reference for use. Less lethal weapon training shall be completed in compliance with policy section 304, Control Devices and Techniques. Training shall be provided by POST-certified less lethal instructors in compliance with approved POST-certified course outlines for less lethal weapons. Training for the M-4 rifle and submachine gun will be provided by POST-certified rifle and submachine gun instructors following POST-certified course outlines. All drone (unmanned aerial vehicle) operators will be certified in the Part 107 pilot course as required by the FAA.

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

Military Equipment

- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

It will be the practice of the Department to replace damaged equipment in order to maintain the equipment levels as specified in policy section 706.4 above. As equipment is deployed or utilized in compliance with this policy or if such equipment exhausts its useful life, the Department will replace that equipment. The Department will endeavor to maintain supplies of equipment at 50% of supply levels as established in the attachment referred to in policy section 706.4 above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any employee of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this Department or operating in a law enforcement capacity in conjunction with this Department shall comply with their respective military equipment use policies in rendering mutual aid.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment. Any complaints regarding the use of equipment or to express support for equipment use may be submitted as outlined in Policy 1009 - Personnel Complaints.

Attachments

Military Equipment Policy Final.pdf

1. Specialized Firearms and Ammunition (Equipment Category 10)

a. **Description, quantity, capabilities, and purchase cost:**

- I. The carbine rifle is a firearm capable of accurately stopping an armed subject at various distances. The carbine rifle is a lightweight, air-cooled, gas-operated, magazine-fed, shoulder-fired weapon designed for semi-automatic and selective fire. The carbine rifle does not have an expiration date and needs to be serviced or replaced when the rifle fails or breaks. The .223 Remington/5.56mm NATO ammunition is used as a lethal option designed to stop a violent encounter. The projectile is capable of penetrating soft body armor being worn by armed subjects. These carbine rifles use ammunition already used by standard-issued patrol rifles. Colt AR-15 M4 Carbine | cost: \$5,600 | quantity: 4
- II. The submachine gun is a firearm capable of accurately stopping an armed subject in a variety of conditions and at various distances. The submachine gun is a lightweight and compact firearm designed to match firepower while also having the capability to clear enclosed or close-combat spaces. The submachine gun does not have an expiration date and needs to be serviced or replaced when the submachine gun fails or breaks. These submachine guns use ammunition already used by standard-issued 9mm handguns. Heckler & Koch MP5 submachine gun | cost: \$3,000 | quantity: 8
- III. The sniper rifle is a firearm capable of precision accuracy and is used to stop an armed subject from a safe distance. The sniper rifle can also be outfitted with a suppressor to reduce hearing damage in confined spaces. The projectile used by this rifle is capable of penetrating soft body armor being worn by armed subjects. The sniper rifle does not have an expiration date and needs to be serviced or replaced when the rifle fails or breaks. This rifle uses .308 Winchester ammunition which is not standard issue and is listed below. TacOps suppressed sniper rifle | cost: \$16,400 | quantity: 2
- IV. The .308 Winchester is a rimless, bottlenecked rifle cartridge. This ammunition is deployed during potentially lethal encounters at longer distances. The 168 grain projectile maintains accuracy, while resulting in higher impact velocities and more energy on target to stop a violent threat. Federal Gold Medal MatchKing 168 grain boat-tail hollow-point | cost \$11,000 | quantity: 5,000

b. **Purpose:**

To be used as special weapons to address potentially deadly threats with more precision, handle close quarter situations/confined spaces, and/or deployment at greater distances than a handgun, if weapon systems are present and feasible to use in that particular situation.

c. **Authorized Use:**

Only personnel that are POST certified as operators or instructors, or personnel designated by the Chief of Police as authorized to use the above specifically mentioned rifles, submachine guns, and munitions.

d. **Expected Lifespan:**

- I. Carbine Rifle – no expiration

- II. Submachine Gun – no expiration
- III. Sniper Rifle – no expiration
- IV. .308 Winchester 168 grain Rifle Ammunition – no expiration

e. **Fiscal Impact:**

- I. Carbine Rifle – estimated \$0 - \$1,000 annually
- II. Submachine Gun – estimated \$0 - 2,000 annually
- III. Sniper Rifle – estimated \$0 - \$2,000 annually
- IV. .308 Winchester 168 grain Rifle Ammunition – estimated \$0 - \$10,000

f. **Training:**

Personnel operating the above mentioned rifles and machine guns receive POST certified training as an operator or instructor and complete annual training and qualifications to maintain certification.

g. **Legal and Procedural Rules:**

Use of the above mentioned rifles, machine guns, and munitions is established under policy and procedure manual. It is the policy of the San Fernando Police Department to utilize this equipment only for official law enforcement purposes, according to State and Federal law.

2. PepperBall Launcher (Category 12)

a. **Description, quantity, capabilities, and purchase cost:**

This system uses high pressure to deliver PAVA (Pelargonyl Vanillylamide - synthetic pepper spray) powder projectiles, similar in ways to that of a paintball delivery system. It is capable of launching projectiles at a subject up to 60 feet. The delivery of the projectile has an area saturation of up to 160 feet. This non-lethal option offers an alternative in potentially lethal encounters as a means of de-escalation. It also doubles as a valuable tool to control riotous situations and crowd control during civil unrest. PepperBall Launcher | cost: \$7,500 | quantity: 6

- I. PepperBall LIVE projectile is the basic PepperBall projectile and contains 2% PAVA powder and is designed for direct impact and area saturation, especially in confined and/or interior spaces. The projectile is launched from the PepperBall Launcher at a velocity of 280 - 350 fps. The projectile has a direct impact of 60 feet and an area of saturation of 150+ feet. PepperBall LIVE projectile | cost: \$6,824 | quantity: 3000

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situation for use of this non-lethal weapon system may include, but are not limited to:

- I. Self-destructive, dangerous and/or combative individuals
- II. Riot/crowd control and civil unrest incidents
- III. Circumstances where a tactical advantage can be obtained
- IV. Potentially vicious and/or dangerous animals
- V. Training exercises or approved demonstrations

c. **Authorized Use:**

Only personnel that have been trained as operators or instructors by the department, or personnel designated by the Chief of Police as authorized to use the PepperBall system.

d. **Expected Lifespan:**

- I. PepperBall Launcher – no expiration
 - II. PepperBall Live Projectile – 1 year
 - e. **Fiscal Impact:**
 - I. PepperBall Launcher – estimated \$0 - \$2,000 annually
 - II. PepperBall LIVE Projectile – estimated \$0 - \$6,824 annually
 - f. **Training:**
 Personnel operating the PepperBall launcher and munition received department training on the operation and deployment of the system. Refresher training is periodically conducted.
 - g. **Legal and Procedural Rules:**
 Use of the PepperBall launcher and munitions is established under policy and procedure manual. It is the policy of the San Fernando Police Department to utilize this equipment only for official law enforcement purposes, according to State and Federal law.
3. Tear Gas (Category 12)
- a. **Description, quantity, capabilities, and purchase cost:**
 Chemical agent munitions, which are commonly referred to as “tear gas” are used by the San Fernando Police Department as a non-lethal tool to disperse rioting subjects and dislodge barricaded subjects. The San Fernando Police Department uses chemical agents which are used by law enforcement across the United States. CS (2-chlorophenylmethylenemalononitrile) is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the United Kingdom and United States, specifically by the U.S. Army. There are no known allergic reactions to CS. OC (Oleoresin Capsicum) was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5 oz. or less). OC is an inflammatory agent which causes involuntary closure of eyes (opens in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).
 - I. CS Direct Impact 40mm (part# 6322) – This munition is a point-of-aim, point-of-impact direct-fire round. It serves as a solution whether you need to stop the threat from a single subject or control a crowd. The Direct Impact combines blunt trauma with the effects of an irritant powder, thereby maximizing the potential for incapacitation. Defense Technology | cost: \$1,550 | quantity: 50
 - II. CS Spede-Heat Long Range 40mm (part# 6182) – This munition delivers one chemical canister of CS agent from a 40mm launcher down range up to 150 yards. The Spede-Heat is a pyrotechnic round designed specifically for outdoor use in crowd control situations with a high volume continuous burn that expels its payload in approximately 20-40 seconds from a single source. This munition may be used to conceal tactical movement or to route a crowd. Defense Technology | cost: \$885 | quantity: 40
 - III. CS Ferret 40mm (part# 2292) – This barricade penetrating munition is filled with a CS powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can

also be used for area denial. It is designed to penetrate barriers, such as windows, hollow-core doors, wallboard and thin plywood. Upon impact the nose ruptures and instantaneously delivers the CS agent inside a structure or vehicle. Defense Technology | cost: \$400 | quantity: 20

- IV. CS Muzzle Blast 40mm (part# 6042) – This munition is widely used as a crowd management tool for immediate and close deployment. It can also be employed in tactical operations such as barricaded subjects, room clearing, area denial, and for small space contamination (e.g. a means of contaminating crawl spaces and attics). Defense Technology | cost: \$270 | quantity: 10
- V. CS Liquid Ferret 12 gauge (part# 3012) – This munition has non-pyrotechnical properties which eliminates the fire hazard common with other products. It is primarily used to dislodge barricaded subjects and is designed to penetrate windows, hollow-core doors, wallboard and thin plywood. Upon impact it delivers CS agent inside a structure or vehicle. Defense Technology | cost: \$600 | quantity: 100
- VI. OC Liquid Ferret 12 gauge (part# 3010) – This munition has non-pyrotechnical properties which eliminates the fire hazard common with other products. It is primarily used to dislodge barricaded subjects and is designed to penetrate windows, hollow-core doors, wallboard and thin plywood. Upon impact it delivers CS agent inside a structure or vehicle. Defense Technology | cost: \$600 | quantity: 100
- VII. CS Stinger Grenade (part# 1088) – The CS stinger grenade is a maximum effect device that delivers four stimuli for psychological and physiological effects: rubber pellets, light, sound, and CS. The CS stinger grenade is most widely used as a crowd management tool by Law Enforcement and Corrections. The blast of the CS stinger grenade is sufficient to project the rubber balls and chemical agent in a 50 foot radius. Defense Technology | cost: \$810 | quantity: 20

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of these chemical agent munitions may include, but are not limited to:

- I. Self-destructive, dangerous and/or combative individuals
- II. Riot/crowd control and civil unrest incidents
- III. Circumstances where a tactical advantage can be obtained
- IV. Dislodging barricaded subjects
- V. Potentially vicious and/or dangerous animals
- VI. Training exercises or approved demonstrations

c. **Authorized Use:**

Only personnel that are POST certified as operators or instructors, or personnel designated by the Chief of Police as authorized to use the above specifically mentioned chemical agent munitions.

d. **Expected Lifespan:**

- I. Part# 6322 – 5 years from date of manufacture
- II. Part# 6182 – 5 years from date of manufacture
- III. Part# 2292 – 5 years from date of manufacture

- IV. Part# 6042 – 5 years from date of manufacture
- V. Part# 3012 – 5 years from date of manufacture
- VI. Part# 3010 – 5 years from date of manufacture
- VII. Part# 1088 – 5 years from date of manufacture

e. **Fiscal Impact:**

- I. Part# 6322 – estimated \$0 - \$1,550 annually
- II. Part# 6182 – estimated \$0 - \$885 annually
- III. Part# 2292 – estimated \$0 - \$400 annually
- IV. Part# 6042 – estimated \$0 - \$270 annually
- V. Part# 3012 – estimated \$0 - \$600 annually
- VI. Part# 3010 – estimated \$0 - \$600 annually
- VII. Part# 1088 – estimated \$0 - \$810 annually

f. **Training:**

Personnel operating the above mentioned 40mm launcher and chemical agent munitions receive POST certified training as an operator or instructor and complete annual training and qualifications to maintain certification.

g. **Legal and Procedural Rules:**

Use of the above mentioned 40mm launcher and chemical agent munitions is established under policy and procedure manual. It is the policy of the San Fernando Police Department to utilize this equipment only for official law enforcement purposes, according to State and Federal law.

4. Projectile Launcher Platforms and Associated Munitions (Category 14)

a. **Description, quantity, capabilities, and purchase cost:**

- I. The single shot 40mm launcher is not a firearm, but a less lethal system that uses smokeless black powder to deliver 40mm projectiles from a safe distance. The less lethal launcher is capable of launching 40mm munitions up to 131 feet. The launcher can fire impact munitions and chemical agent munitions. This less lethal system offers an alternative in potentially lethal encounters as a means of de-escalation. It also doubles as a valuable tool to control riotous situations and crowd control during civil unrest. The 40m launcher does not have an expiration date and needs to be serviced or replaced when the launcher fails or breaks. Defense Technology 40mm Tactical Single Launcher | cost: \$10,000 | quantity: 8
- II. The multiple shot 40mm launcher is not a firearm, but a less lethal system that uses smokeless black powder to deliver 40mm projectiles from a safe distance. The less lethal launcher is capable of launching up to four 40mm munitions consecutively at a distance up to 131 feet. The launcher can fire impact munitions and chemical agent munitions. This less lethal system offers an alternative in potentially lethal encounters as a means of de-escalation. It also doubles as a valuable tool to control riotous situations and crowd control during civil unrest. The 40m launcher does not have an expiration date and needs to be serviced or replaced when the launcher fails or breaks. Defense Technology 40mm Tactical 4-Shot Launcher | cost: \$4,000 | quantity: 2

- III. The bean bag shotgun is a firearm designed to fire 12 gauge bean bag less lethal munitions and 12 gauge chemical agent munitions. The bean bag shotgun is capable of accurately firing 12 gauge munitions up to 75 feet. This less lethal system offers an alternative in potentially lethal encounters as a means of de-escalation. The bean bag shotgun does not have an expiration date and needs to be serviced or replaced when the launcher fails or breaks. Remington 870 Shotgun with orange high-visibility less lethal stock and foregrip | cost: \$8,000 | quantity: 8
- IV. Exact Impact 40mm (part# 6325) – The 40mm sponge round is a point-of-aim, point-of-impact, direct-fire munition. This lightweight, high-speed projectile consisting of a plastic body and sponge nose is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The munition is used as an alternative in potentially lethal encounters as a means of de-escalation. It can stop violent threats and subjects that pose a hazard to themselves through blunt force trauma. Defense Technology | cost: \$4,800 | quantity: 250
- V. Bean Bag 40mm (part# 6025) – The 40mm bean bag munition is most widely used as a crowd management tool by Law Enforcement and Corrections when there is a need to target individual instigators. It has also been successfully used as a dynamic, high-energy, single-subject munition for incapacitation or distraction. The round contains one silica sand-filled bag. Defense Technology | cost: \$2,000 | quantity: 80
- VI. Stinger 40mm (part# 6097) – the stinger 40 mm 60-caliber munition is most widely used as a crowd management tool by Law Enforcement and Corrections. The round contains approximately eighteen 60-caliber rubber balls. It is suitable for administering a means of pain compliance over a great distance. This munition is mainly used for routing crowds or groups that are mildly resistive. Defense Technology | cost: \$1,500 | quantity: 50
- VII. Bean Bag 12 gauge (part# 3027) – The drag stabilized 12 gauge munition is a translucent 12 gauge shell loaded with a 40g tear-shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. This munition has a velocity of 270 fps with a maximum effective range of 75 feet. The munition is used as an alternative in potentially lethal encounters as a means of de-escalation. It can stop violent threats and subjects that pose a hazard to themselves through blunt force trauma. Defense Technology | cost: \$4,000 | quantity: 800
- VIII. Rubber Ball Stinger 12 gauge (part# 3016) – The rubber ball stinger 12 gauge munition is a translucent 12 gauge shell loaded with approximately eighteen 32-caliber rubber balls. The 12 gauge rubber ball stinger is generally considered a low to medium pain compliance munition for close range deployment. The round has a maximum effective range of approximately 25 feet and a velocity of 500 fps. It is suitable for administering a means of pain compliance and is mainly used for routing crowds or groups that are mildly resistive. Defense Technology | cost: \$360 | quantity: 60

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of these kinetic energy weapons and munitions may include, but are not limited to:

- I. Self-destructive, dangerous and/or combative individuals
- II. Riot/crowd control and civil unrest incidents
- III. Circumstances where a tactical advantage can be obtained
- IV. Dislodging barricaded subjects
- V. Potentially vicious and/or dangerous animals
- VI. Training exercises or approved demonstrations

c. **Authorized Use:**

Only personnel that are POST certified as operators or instructors, or personnel designated by the Chief of Police as authorized to use the above specifically mentioned kinetic energy weapons and the above specifically mentioned munitions.

d. **Expected Lifespan:**

- I. Single Shot 40mm Launcher – no expiration
- II. Multiple Shot 40mm Launcher – no expiration
- III. Bean Bag Shotgun – no expiration
- IV. Part# 6325 – no expiration
- V. Part# 6025 – no expiration
- VI. Part# 6097 – no expiration
- VII. Part# 3027 – no expiration
- VIII. Part# 3016 – no expiration

e. **Fiscal Impact:**

- I. Single Shot 40mm Launcher – estimated \$0 - \$2,000 annually
- II. Multiple Shot 40mm Launcher – estimated \$0-\$2,000 annually
- III. Bean Bag Shotgun – estimated \$0 - \$1,000 annually
- IV. Part# 6325 – estimated \$0 - \$4,800 annually
- V. Part# 6025 – estimated \$0 - \$2,000 annually
- VI. Part# 6097 – estimated \$0 - \$1,500 annually
- VII. Part# 3027 – estimated \$0 - \$4,000 annually
- VIII. Part# 3016 – estimated \$0 - \$360 annually

f. **Training:**

Personnel operating the above mentioned 40mm launcher and kinetic energy munitions receive POST certified training as an operator or instructor and complete annual training and qualifications to maintain certification.

g. **Legal and Procedural Rules:**

Use of the above mentioned 40mm launcher and kinetic energy munitions is established under policy and procedure manual. It is the policy of the San Fernando Police Department to utilize this equipment only for official law enforcement purposes, according to State and Federal law.

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

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

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

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— 4 —

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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Your Return Mailing Address
 Name: **San Fernando Sun**
 Address: **1150 San Fernando Road, Suite 100**
 City: **San Fernando** State: **CA** Zip Code: **91340**

1" Proof of Publication – (2015.5 C.C.P.)

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

I am a citizen of the United States, and
 a resident of the county aforesaid; I am
 over the age of eighteen years; and I
 am not a party to or interested in the
 notice published. I am the chief legal
 advertising clerk of the publisher of the

San Fernando Valley Sun

a newspaper of general circulation, printed and
 published weekly in the City of San Fernando

County of Los Angeles, and which
 newspaper has been adjudged a
 newspaper of general circulation
 by the Superior Court of the County
 of Los Angeles, State of California,

Under the date of 8-16, 1945

Case Number 503894

that the notice, of which the annexed is a printed
 copy has been published in each regular and entire
 issue of said newspaper and not in any supplement
 There of on the following dates, to-wit:

6/23/2022

all in the year 2022. I certify (or declare)
 under penalty of perjury that the foregoing is true
 and correct. Dated at San Fernando California,

this 23rd day of June, 2022

Signature,



Erica Ramos
SAN FERNANDO VALLEY SUN
 1150 SAN FERNANDO ROAD, SUITE 100
 SAN FERNANDO, CA 91340

**NOTICE OF PUBLIC HEARING
 BY THE CITY COUNCIL OF THE
 CITY OF SAN FERNANDO TO
 CONSIDER INTRODUCTION
 OF AN ORDINANCE TO ADOPT
 A MILITARY USE EQUIPMENT
 POLICY ("POLICY") AS RE-
 QUIRED BY ASSEMBLY BILL 481
 ("AB 481")**

NOTICE IS HEREBY GIVEN that
 the City Council of the City of San
 Fernando will hold a public hear-
 ing for the consideration and first
 reading of an ordinance to adopt
 a military use equipment policy
 ("Policy") as required by Assembly
 Bill 481 ("AB 481").

DATE AND TIME OF HEARING:
 Tuesday, July 5, 2022, 6:00p.m., or
 soon thereafter

HEARING LOCATION: City Hall,
 Council Chamber, 117 Macneil
 Street
 San Fernando, CA 91340

PROPOSAL: The City Council
 will consider adopting a Policy as
 required by AB 481. AB 481 was
 signed into law on September 30,
 2021, and requires law enforce-
 ment agencies, including San
 Fernando Police Department, to
 adopt a Policy in order to take ac-
 tions relating to the funding, acqui-
 sition, or use of military equipment
 as that term is defined by state
 law. The City's proposed Policy is
 available for review at: [https://
 ci.san-fernando.ca.us/wp-con-
 tent/uploads/2022/04/Military_
 Equipment-draft-042722.pdf](https://ci.san-fernando.ca.us/wp-content/uploads/2022/04/Military_Equipment-draft-042722.pdf)

In order to approve the Policy, the
 City Council must find that the mil-
 itary equipment identified in the
 Policy is necessary; will safeguard
 the public's welfare, safety, civil
 rights and civil liberties; and that
 any purchases of military equip-
 ment is reasonably cost effective.
 If adopted, the Policy will be re-
 viewed annually by City Council,
 and an annual military equipment
 report will be prepared for and re-
 viewed by City Council.

PUBLIC HEARING: The public
 hearing will be held before the City
 Council of the City of San Fer-
 nando on Tuesday, July 5, 2022,
 at 6:00 p.m. Pursuant to Govern-
 ment Code Section 54953, re-
 cently amended by AB 361, and
 given the current health concerns,
 members of the public can access
 meetings live at [https://www.you-
 tube.com/c/CityOfSanFernando](https://www.youtube.com/c/CityOfSanFernando).

**SUBMIT PUBLIC COMMENT IN
 PERSON:** Members of the pub-
 lic 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; **VIA EMAIL:**
cityclerk@sfcity.org no later than
 5:00 p.m. the day of the meeting.
CALL-IN LIVE: Call-in between
 6:00 p.m. and 6:15 p.m. at Call-in
 Telephone Number: (669) 900-
 6833; Meeting ID: 833 6022
 0211; Passcode: 924965.

The City Council staff report and
 other information will be available
 on Thursday, June 30, 2022, and
 will be posted on the City's web-
 site [https://ci.san-fernando.ca.us/
 city-council/#agenda-minutes-au-
 dio](https://ci.san-fernando.ca.us/city-council/#agenda-minutes-audio).

Dated this 23rd day of June, 2022
 /s/ Julia Fritz, City Clerk
 Published in the San Fernando
 Sun on June 23, 2022
 L12945

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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: July 5, 2022

Subject: Consideration to Authorize the Purchase of New Vehicles through an Open-Ended Equity Lease Program with Enterprise Fleet Management

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the purchase of 10 new vehicles through the open-ended equity leasing program offered by Enterprise Fleet Management (Attachment "A") through the Sourcewell cooperative purchasing program; and
- b. Adopt Resolution No. 8166 (Attachment "B") appropriating \$100,258.08 from the Equipment/Vehicle Maintenance fund balance for the annual payments required for the purchase of the ten new vehicles;
- c. Approve a Master Equity Lease Agreement with Enterprise Fleet Management (Attachment "C" - Contract No. 2083); and
- d. Authorize the City Manager to make any non-substantive changes and execute the Agreement and all related documents.

BACKGROUND:

1. During Fiscal Year (FY) 2021-2022, staff met with representatives from Enterprise Fleet Management (Enterprise) to discuss leasing options for the City's fleet vehicles using their open-ended equity leasing program.
2. On May 23, 2022, staff presented the leasing program option to the City Council as part of the first budget study session and notified City Council that a separate agenda item would be provided at a future City Council meeting to discuss the program.

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ANALYSIS:

The City has an existing fleet of 65 vehicles that are used predominantly by the Police and Public Works departments, but also by the Community Development and Recreation and Community Services departments. For the last several years, the City has been setting aside funds over the useful lifespan of the vehicle to ensure there are sufficient funds available in the future for replacement. This equipment replacement fund has grown to approximately \$889,000.

During the budget planning period for FY 2022-2023, all of the departments met to discuss the condition of the City's fleet and to identify vehicles that could potentially be replaced. A total of 10 vehicles were identified: two (2) light-duty trucks to be used by the Code Enforcement Division; one (1) half-ton truck with lift-gate to be used by the Recreation and Community Services Division; six (6) medium duty utility trucks to be used by the Public Works Operations Division; and one (1) hybrid small sport utility vehicle to be used by the Public Works Operations Division managers.

These 10 vehicles are replacing ones with significant age and maintenance costs. All of the vehicles are more than ten years old and, on average, require more than \$1,000 per vehicle in repairs each year (this is in addition to routine maintenance).

Over the past few years, staff has been exploring opportunities to replace a large number of vehicles without a significant capital outlay. As part of this effort, staff met with representatives from Enterprise Fleet Management to discuss their open-ended equity lease program. Typically, the City has purchased vehicles outright from the General Fund, then set aside funds to replace them in the future through the Equipment Replacement Fund (ERF). This method would require an initial General Fund expenditure of approximately \$442,000 for these ten vehicles plus \$55,250 per year to pre-fund the vehicle replacement in 8 years.

The program outlined by Enterprise Fleet Management allows the City to preserve cash in the ERF and instead requires no up-front expenditure and approximately \$100,258 in payments each year. The terms of the lease for the 10 vehicles varies from one to four years. The options at the end of the term includes evaluating any equity that exists in the vehicle. Based on Enterprise's analysis, it is anticipated that the City would have approximately \$59,000 in equity for the 10 vehicles at the end of their leases. At the end of the lease, the City can take this money as a payout or it can be reinvested in a new open-ended equity lease for a new vehicle.

The advantages of the program include the preservation of the cash in the ERF; reducing annual maintenance costs from approximately \$1,000 per vehicle each year down to \$100 per year; and freeing up the City Mechanic to focus on maintenance of other vehicles. Staff also sees this program as an opportunity to pilot test the open-ended equity leasing program and evaluate its expansion in future years to the rest of the City's fleet. If it is successful, then it will greatly reduce maintenance efforts on the fleet and it will ensure that more fuel and energy efficient vehicles will operate on the City's roads.

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Procurement through Sourcewell.

Sourcewell provides federal, state and local government agencies with a specialized procurement process for obtaining specific products and services. This program ensures that purchasing agencies are given the option to choose the service that best meets their specific business needs, while maintaining an easy-to-use, cost-effective government procurement plan. They offer a wide variety of commodity, non-IT services, and information technology products and services at prices which have been assessed to be fair, reasonable, and competitive.

Section 2-802 of the City's Purchasing Ordinance authorizes meeting competitive bid requirements through the purchase of equipment from cooperative purchase contracts obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency. The proposed purchase meets the purchasing requirements of Section 2-802.

The Public Works Department used Sourcewell for the following reasons:

- The City is a member of Sourcewell;
- It is an established and well-recognized program used by numerous local and state agencies;
- Sourcewell allows access to multiple vendors and competitive bids; and
- It reduces demand on staff time and resources.

Sourcewell has a contract with Enterprise Fleet Management (#060618-EFM) for fleet management services using the open-ended vehicle leasing program. Enterprise has provided the open-ended equity leasing program to several other cities and public agencies located throughout the Southern California area.

BUDGET IMPACT:

Staff presented the Enterprise Fleet Management leasing program during the FY 2022-2023 budget study sessions. Funds for the 10 vehicles are available for appropriation in the reserve fund balance in the Equipment Replacement Fund (Fund 041). The proposed Budget Resolution will allow staff to appropriate the funds in the Equipment/Vehicle Maintenance and Replacement Fund and will give staff the authority to make the purchase from the proper fund.

CONCLUSION:

Staff recommends that the City Council authorize the purchase of the 10 vehicles through the open-ended equity leasing program offered through Enterprise Fleet Management.

ATTACHMENT:

- A. Estimated Lease Pricing Sheet
- B. Budget Resolution No. 8166
- C. Master Equity Lease Agreement – Contract No. 2083

ESTIMATED OPEN-ENDED (EQUITY) LEASE RATES - CITY OF SAN FERNANDO

YEAR, MAKE, & MODEL	QTY	FACTORY ORDER LEAD TIME	Est. Vehicle Cost (with aftermarket equyupment if applicable)	TERM (months)	ESTIMATED ANNUAL MILEAGE	DOWN PAYMENT W/TAX	EST. MONTHLY PAYMENT W/TAX	ANNUAL LEASE PAYMENT x QTY W/TAX	OPTIONAL FULL MAINTENANCE PROGRAM OPTIONAL ²	EST. PHYSICAL DAMAGE PROGRAM OPTIONAL ³	ESTIMATED RESALE VALUE AT TERM ⁵	REDUCED BOOK VALUE AT TERM ⁶	EST. EQUITY AT TERM ⁷	EST. Sales Tax ReCapture	EFFECTIVE MONTHLY PAYMENT ADJ. WITH EQUITY ⁸
Est. 2023 F250 XL Regular Cab 4x2 8ft Service Body, Rack	6	2022 Order Banks are Closed, 2023 Order Banks Open in October. Est. Delivery Q2 2023	\$53,113.28	48	5,000	\$7,815.23	\$945.03	\$68,042.16	\$0.00	\$0	\$25,500.00	\$16,371.40	\$8,728.60	\$894.68	\$744.54
Est. 2023 F150 XL Regular Cab 8ft Bed with Tommy Liftgate	1	2022 Order Banks are Closed, 2023 Order Banks Open in July. Est. Delivery Q1 2023	\$35,347.33	36	5,000	\$1,623.52	\$710.68	\$8,528.16	\$0.00	\$0	\$22,500.00	\$17,660.79	\$4,439.21	\$455.02	\$574.73
Est. 2023 Ranger Super Cab XL 6ft Bed	2	2022 Order Banks are Closed, 2023 Order Banks Open in July. Est. Delivery Q1 2023	\$28,270.00	12	5,000	\$0.00	\$619.47	\$14,867.28	\$0.00	\$0	\$26,000.00	\$24,096.72	\$1,503.28	\$154.09	\$481.36
Est. 2023 Escape Hybrid SE	1	2022 Order Banks are Closed, 2023 Order Banks Open in September. Est. Delivery Q2 2023	\$31,265.00	12	5,000	\$0.00	\$734.54	\$8,814.48	\$0.00	\$0	\$27,500.00	\$26,035.00	\$1,065.00	\$109.16	\$636.69
	10							\$100,252.08							

NOTES:

*All leases are Open-Ended Equity Municipal Leases. Service Charge of \$400 per unit is due at lease termination (netted out of the proceeds on the sale of vehicle). Detailed Vehicle Specs will be reviewed and finalized and the City can add additional aftermarket equipment if necessary. (Truck Bodies, Ladder Racks, Van Shelving, Lightbars, etc.)

****DOWN PAYMENT ON AFTERMARKET EQUIPMENT IF APPLICABLE:** Aftermarket equipment, such as light bars, truck bodies, ladder racks, etc can be added into the lease/loan. If the cost of the equipment is over \$5,000 a 25% Down Payment on that equipment is due at delivery. If the cost is over \$10,000 a 50% down payment on that equipment is due at delivery. Sales Tax is charged on the Down Payment and included in the numbers above.

1. Monthly Payment includes Depreciation, Interest, Management Fee, and \$125 Delivery Fee **which includes moving to AME vendors**
2. Optional Full Maintenance Program is a fixed and guaranteed monthly cost, which includes all preventative, unscheduled, and uncommon repairs (oil changes, engines, transmissions, alternators, etc.) and 24-hour Roadside Assistance with Towing. Brakes & Tires are NOT included.
3. Optional Physical Damage Program include Comprehensive and Collision Coverage. Deductibles are \$1,000/\$1,000.
5. Estimated Market/Resale Value is a conservative commercial wholesale value. This value is based on estimates from Enterprise's Remarketing Dept and third party Automotive Leasing Guide.
6. Reduced Book Value is the amount that is left on the books at lease term. At this point, the customer has three options: 1) replace existing vehicle with new vehicle, 2) pay RBV plus tax and own the vehicle, and 3) continue making payments and extend the lease; eventually paying off the vehicle and taking ownership.
7. Estimated Equity is Estimated Resale Value minus Reduced Book Value. The Customer can choose to roll that equity as the down payment on the new vehicle, or Enterprise can cut a check back to the Customer.
8. Monthly Payment Adjusted with Equity is the estimated equity at term calculated back into the payment divided by the term to show the true cost of each vehicle after resale.

RESOLUTION NO. 8166

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-23 ADOPTED ON JUNE 21, 2022

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2022-2023, commencing July 1, 2022, and ending June 30, 2023; and

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

WHEREAS, the City's execution of an open-ended equity leasing agreement requires additional funding through Equipment/Vehicle Maintenance Funds to purchase ten new vehicles for the Public Works, Community Development, and Recreation and Community Services departments; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023, a copy of which is on file in the City Clerk's Office, was adopted on June 21, 2022.

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:

EQUIPMENT/VEHICLE MAINTENANCE FUNDS: PURCHASE TEN NEW VEHICLES

Increase in Expenditures:	\$100,252.08
Account No. 041-311-0000-4500	\$76,856.64
Account No. 041-420-0000-4500	\$8,528.16
Account No. 041-152-0000-4500	\$14,867.28

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 5th day of July, 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. 8166 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 5th day of July, 2022, by the following vote of the City Council:

AYES:

NOES:

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 July, 2022.

Julia Fritz, City Clerk

**MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM_____ Customer_____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

Initials: EFM_____ Customer_____

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSOR: Enterprise FM Trust	
By: Enterprise Fleet Management, Inc. its attorney in fact	
LESSEE: _____	Signature: _____
Signature: _____	By: _____
By: _____	Title: _____
Title: _____	Address: _____
Address: _____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM _____ Customer _____