

MAYOR CELESTE T. RODRIGUEZ  
VICE MAYOR MARY MENDOZA  
COUNCILMEMBER JOEL FAJARDO  
COUNCILMEMBER MARY SOLORIO  
COUNCILMEMBER VACANT



## CITY OF SAN FERNANDO

### CITY COUNCIL REGULAR MEETING AGENDA SUMMARY MONDAY, NOVEMBER 6, 2023 – 6:00 PM

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

#### **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 person 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](mailto: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.

##### **CALL-IN TO PROVIDE PUBLIC COMMENT LIVE DURING 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.

##### **REPORT OUT FROM CLOSED SESSION**

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*Staff Contact Nick Kimball, City Manager*

## **SAN FERNANDO CITY COUNCIL**

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#### **CALL TO ORDER**

#### **ROLL CALL**

#### **TELECONFERENCING REQUESTS/DISCLOSURE**

Recommend consideration of requests received for remote teleconference meeting participation made by members of the City's legislative bodies, as permitted under the provisions of Assembly Bill (AB) 2449, Government Code Section 54953, and the City of San Fernando adopted Resolution No. 8215, effective March 1, 2023.

#### **PLEDGE OF ALLEGIANCE**

Led by City Clerk

#### **APPROVAL OF AGENDA**

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

#### **PRESENTATIONS**

- A. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING NOVEMBER AS FAMILY COURT AWARENESS MONTH
- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING NOVEMBER AS VETERAN'S MONTH

#### **DECORUM AND ORDER**

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

#### **PUBLIC STATEMENTS**

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

Members of the public may submit comments by email to [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) no later than **5:00 p.m. the day of the meeting** to ensure distribution to the City Council and read into the record.

## **SAN FERNANDO CITY COUNCIL**

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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. May 22, 2023 - Special | c. June 5, 2023 - Regular     |
| b. May 30, 2023 - Special | d. October 16, 2023 - Special |

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

Recommend that the City Council adopt Resolution No. 23-111 approving the Warrant Register.

#### **3) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH HOME AGAIN LOS ANGELES TO PROVIDE COMMUNITY RESOURCE SUPPORT THROUGH THE CITY'S BUSINESS AND COMMUNITY RESOURCE CENTER**

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 2208) between the City and Home Again Los Angeles to provide community resources and support at the City's Business and Community Resource Center; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

#### **4) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION**

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 2210) between the City of San Fernando and the San Fernando Police Officers' Association for a four and half-year term (January 1, 2024 through June 30, 2028); and
- b. Authorize the City Manager to finalize the languages for Articles 2.04, 7.01, 10.01 and 19.01 of the Memorandum of Understanding with SFPOA; make non-substantive corrections, and execute all related documents.

## **SAN FERNANDO CITY COUNCIL**

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**5) CONSIDERATION TO ADOPT A RESOLUTION TO ACCEPT PROJECT FUNDS FROM THE LOS ANGELES FLOOD CONTROL DISTRICT SAFE, CLEAN WATER PROGRAM - REGIONAL PROGRAM FOR THE SAN FERNANDO REGIONAL PARK INFILTRATION PROJECT**

Recommend that the City Council adopt Resolution No. 8265 authorizing the acceptance of funds distributed over a five year period from the Los Angeles County Flood Control District Safe, Clean Water Program - Regional Program for the San Fernando Regional Park Infiltration Project.

**6) CONSIDERATION TO ACCEPT PROJECT COMPLETION AND AUTHORIZE THE RECORDATION OF THE NOTICE OF COMPLETION FOR LAYNE PARK REVITALIZATION PROJECT**

Recommend that the City Council:

- a. Accept the improvements as constructed by KASA Construction, Inc. and consider the work completed;
- b. Authorize the issuance and filing of the “Notice of Completion” with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention amount of \$70,435.67 after the 35-day lien period, which starts from the date the Notice of Completion is recorded.

### **PUBLIC HEARING**

**7) A PUBLIC HEARING TO CONSIDER APPROVING THE ADOPTION OF AN ORDINANCE APPROVING A MILITARY USE EQUIPMENT POLICY, AS REQUIRED BY ASSEMBLY BILL 481  
(THIS ITEM HAS BEEN CONTINUED TO A DATE UNCERTAIN)**

### **ADMINISTRATIVE REPORTS**

**8) DISCUSSION TO CONSIDER THE PROCESS FOR FILLING THE EXISTING CITY COUNCIL VACANCY**

Recommend that the City Council:

- a. Receive a presentation from staff regarding options for filling the existing City Council vacancy;
- b. Provide direction to staff to proceed with:

Option 1: Appointment Process to fill the City Council Vacancy;

Or



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Option 2: Adopt Resolutions calling for and giving notice of holding a Special Municipal Election on March 5, 2024, requesting to consolidate the Election with the Statewide General Election, requesting the County of Los Angeles Board of Supervisors to authorize Los Angeles County Elections Official to perform election services, and adopting regulations pertaining to materials and regulations pertaining to Candidate Statements;

Or

Option 3: Bring back to the City Council, before December 20, 2023, adoption of resolutions calling for a special stand-alone election on April 9, 2024, for the election of one City Councilmember to fill the unscheduled vacancy until November 2024, requesting that the Board of Supervisors of the County of Los Angeles authorize the Registrar-Recorder/County Clerk to perform election services, and adopting regulations pertaining to candidate statements; or

c. Provide alternative direction to staff, as appropriate.

## 9) DISCUSSION ON HONORING THE LIFE AND LEGACY OF CINDY MONTAÑEZ

This item was agendized by Councilmember Joel Fajardo.

### 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 and the laws of the State of California the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

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Julia Fritz, City Clerk

Signed and Posted: November 2, 2023 (5:30 p.m.)

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

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# **Regular Meeting San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**MAY 22, 2023 – 6:00 P.M.  
SPECIAL MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Rodriguez called the special meeting to order at 6:00 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo and Mary Solorio (arrived at 6:01 p.m.)

Staff: City Manager Nick Kimball, Assistant City Attorney Norma Tabares, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: Councilmember Cindy Montañez

**TELECONFERENCING REQUESTS/DISCLOSURE**

No requests considered.

**PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

**APPROVAL OF AGENDA**

Motion by Councilmember Fajardo, seconded by Vice Mayor Mary Mendoza to approve the agenda. The motion carried, with Councilmembers Montañez and Solorio absent.

It was noted that Councilmember Mary Solorio arrived at 6:01 p.m.

## **PUBLIC STATEMENTS**

The following speakers spoke in support of the Police Department's Community and Parent Academies:

Louis A. Lopez  
Gustavo Franco  
Patty Lopez  
Julio Martinez

Ricardo Benitez spoke about public safety in San Fernando and his support for the Police Department's Budget.

## **ADMINISTRATIVE REPORTS**

### **1) FISCAL YEAR 2023-2024 BUDGET STUDY SESSION NO. 1**

Staff presented the following department proposed budgets for Administration, City Clerk, Police Department and Recreation and Community Services.

It was noted that the City Council recessed the meeting at 7:54 p.m. and reconvened at 8:04 p.m. with Councilmember Montañez absent.

Councilmembers discussed the proposed department budgets, enhancement requests and suggested recommendations to staff to include in Budget Study Session No. 2.

## **STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

City Manager Kimball invited City Council to attend the Education Commission Scholarship Award Ceremony at Rudy Ortega Park on May 23, 2023; invited the community to attend the Community Bike Ride on Saturday, May 27, 2023; and Monday, May 29, 2023 invited Council and the Community to Police Department Open House and Veterans Banner Recognition Program at American Legion.

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

Councilmember Fajardo thanked Labor Local 300 for donating \$10,000 for Measure SF.

Councilmember Solorio commented on the importance of data analysis projections.

Vice Mayor Mendoza requested clarification regarding reporting bulky item, and reminded Council to focus on the greater good.

Mayor Rodriguez commented on the robust meeting and thanked everyone for their participation.

**ADJOURNMENT (11:01 p.m.)**

Mayor Rodriguez adjourned the meeting to the next special meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the May 22, 2023, Special meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**MAY 30, 2023 – 6:00 P.M.  
SPECIAL MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Rodriguez called the special meeting to order at 6:00 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Norma Tabares, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: Councilmember Cindy Montañez

**TELECONFERENCING REQUESTS/DISCLOSURE**

No requests considered.

**PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

**APPROVAL OF AGENDA**

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda. The motion carried, with Councilmember Montañez absent.

**PUBLIC STATEMENTS**

Yvette Delgado submitted a written statement regarding Council comments that occurred at the May 2, 2023 City Council meeting.

Jennifer Acosta submitted a written statement regarding City maintenance.

### **CONSENT CALENDAR**

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the Consent Calendar:

- 1) CONSIDERATION TO PURCHASE AND INSTALL TWO EMERGENCY BACKUP POWER GENERATORS FOR LAS PALMAS AND RECREATION PARKS

The motion carried with Councilmember Montañez absent.

### **ADMINISTRATIVE REPORTS**

- 2) FISCAL YEAR 2023-2024 BUDGET STUDY SESSION NO. 2

Staff presented department proposed budget presentations for Recreation and Community Services, Community Development, and Public Works.

It was noted that the City Council recessed the meeting at 7:33 p.m. and reconvened at 7:48 p.m. with Councilmember Montañez absent.

Councilmembers discussed the proposed department budgets, enhancement requests and suggested recommendations to staff to include in Budget Study Session No. 3.

Finance Director Melton provided a recap of Budget Study Session No. 1 based on general comments, work plan comments, and additional budget enhancements received by City Council.

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

There were no staff updates.

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

Mayor Rodriguez attended the Education Commission Scholarship Award Ceremony meeting; the Police Department Business Watch Meeting; the Cesar Chavez Learning Academies mural unveiling; Chat with the Chief at the American Legion, the LA Tenant Protection Policy Summit at UCLA; a Period Poverty Awareness Week Product Giveaway event hosted by North Valley Caring Services; commented on the Community Bike Ride hosted by the San Fernando Brewery; stated she attended the San Fernando Police Department's Open House and the Veterans Recognition Program at the American Legion.



Councilmember Fajardo was impressed with the budget study session process and mentioned he attended the Education Commission Scholarship Ceremony, the San Fernando Police Department's Open House and offered condolences to recent victims of shootings.

Councilmember Solorio thanked staff for presentations, commented on the Cesar Chavez Learning Academy Mural Unveiling; food distribution services; mentioned she attended the Memorial Day events; and spoke about City Council's influence with other agencies to collaborate with.

Vice Mayor Mendoza thanked staff and City Council for the robust budget session.

Mayor Rodriguez thanked staff and City Council for the discussion.

**ADJOURNMENT (10:25 p.m.)**

Mayor Rodriguez adjourned the meeting in memory of those lost to gun violence.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the May 30, 2023, Special meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk

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**CITY OF SAN FERNANDO  
CITY COUNCIL MINUTES**

**JUNE 5, 2023 – 6:00 P.M.  
REGULAR MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Celeste Rodriguez called the meeting to order at 6:02 p.m.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo and Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Deputy City Manager/Economic Development Kanika Kith, Director of Finance Erica Melton, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: Councilmember Cindy Montañez

**TELECONFERENCING REQUESTS/DISCLOSURE**

No requests considered.

**PLEDGE OF ALLEGIANCE**

Led by City Clerk Julia Fritz

**APPROVAL OF AGENDA**

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda. The motion carried, with Councilmember Montañez absent.

**PRESENTATIONS**

- A. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING JUNE 19, 2023 AS JUNETEENTH NATIONAL INDEPENDENCE DAY
- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING JUNE 2023 AS PRIDE MONTH

## **PUBLIC STATEMENTS**

The following San Fernando Swap Meet vendors, spoke about concerns regarding property management modifications at the San Fernando Swap Meet:

Evelyn Gallegos  
Angelica Cruz  
David Gutierrez

Jose Benitez Garcia spoke about his support of numerous events and extended an invitation to the Quinceanera Expo in San Fernando on June 25, 2023.

Ruben Rodriguez and Francisco Javier Verdin requested City support for the Dedication of the Liberty Bell event on September 16, 2023.

Eric Guefen submitted a statement regarding Republic Services increase in service charges.

## **CONSENT CALENDAR**

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the Consent Calendar:

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION OF APPROVAL TO WRITE-OFF BAD DEBT FOR FISCAL YEAR 2022-2023
- 3) CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EDGESOFT, INC., FOR SOFTWARE MAINTENANCE AND HOSTING OF THE CITY'S ACTIVITY INFORMATION MANAGEMENT SYSTEMS (AIMS) AND ONLINE PERMIT COUNTER
- 4) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO STAGE PLUS TO PROVIDE STAGE AND SOUND PRODUCTION FOR THE CITY'S SPECIAL EVENTS HELD IN FISCAL YEAR 2023-2024
- 5) CONSIDERATION TO AUTHORIZE SUBMITTAL OF GRANT APPLICATION TO THE CALIFORNIA ARTS COUNCIL TO SUPPORT THE MARIACHI MASTER APPRENTICE PROGRAM
- 6) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE ENGINEER'S REPORT AND DECLARING THE CITY'S INTENTION TO ORDER THE ANNUAL ASSESSMENTS AND SETTING A PUBLIC HEARING TO CONSIDER THE LEVY OF ASSESSMENTS FOR THE FISCAL YEAR 2023-2024 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

- 7) CONSIDERATION TO APPROVE COUNCILMEMBER CINDY MONTAÑEZ'S REQUEST TO EXCUSE ABSENCES FROM THE CITY COUNCIL REGULAR MEETING OF MAY 15, 2023 (RETROACTIVE) AND THE UPCOMING REGULAR MEETINGS OF JUNE 5, 2023 AND JUNE 20, 2023 DUE TO PERSONAL HEALTH REASONS
- 8) CONSIDERATION TO ADOPT RESOLUTIONS TO ACCEPT FUNDS FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$7,500,000 FOR THE PACOIMA WASH CONNECTIVITY PROJECT

The motion carried, with Councilmember Montañez absent.

By consensus, the following item was discussed out of order.

- 11) DISCUSSION OF THE COLLECTION SERVICE AGREEMENT WITH CONSOLIDATED DISPOSAL SERVICES, LLC DBA REPUBLIC SERVICES, AS AMENDED, INCLUDING CONSIDERATION TO CONDUCT LIEN PROCESS FOR NON-PAYMENT OF DELINQUENT ACCOUNTS FOR SOLID WASTE COLLECTION SERVICES

Management Analyst Kenneth Jones presented the staff report. Republic Services Representatives responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to direct staff to agendize for June 20, 2023 City Council Meeting to consider setting a public hearing date of August 7, 2023, for authorizing the lien process; and to include/report back with:

- List of properties with outstanding/delinquent payments
- Republic to provide cost proposal for automatic street sweeping services (bulky item only)
- City Attorney response to properties being sold, does lien follow the old owner or is new owner responsible?
- Staff to provide cost breakdown for SB 1383 implementation
- Republic to provide breakdown of when delinquency occurred, prior to SB 1383 and after
- Republic to provide information on how many customers are on a payment plan with Republic versus payment through lien process (LA Assessor)
- Provide information on offering financial literacy coaching

The motion carried with Councilmember Montañez absent.

It was noted that the City Council recessed at 8:09 p.m. and reconvened at 8:22 p.m.

## **PUBLIC HEARINGS**

- 9) A PUBLIC HEARING TO CONSIDER AND ADOPT A RESOLUTION ESTABLISHING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2023-2024

Mayor Rodriguez opened the public hearing.

Deputy City Manager/Economic Development Kith presented the staff report and Michael Neal from Michael Baker & Associates responded to Councilmember questions.

Mayor Rodriguez called for public testimony. There being none, the public comment period was closed.

Motion by Councilmember Solorio, seconded by Councilmember Fajardo to adopt Resolution No. 8232 approving the allocation of Community Development Block Grant Funds for Fiscal Year 2023-2024; and authorize the City Manager, or designee, to submit documentation conveying the City Council's Resolution to the Los Angeles County Community Development Authority for approval.

The motion carried, with Councilmember Montañez absent.

Mayor Rodriguez closed the public hearing.

- 10) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING UPDATES ESTABLISHING AN ANNUAL FEE SCHEDULE FOR CITY SERVICES FOR FISCAL YEAR 2023-2024 AND RESCINDING PRIOR USER FEE RESOLUTIONS

Mayor Rodriguez opened the public hearing.

Director of Finance Melton presented the staff report and responded to Councilmember questions.

Mayor Rodriguez called for public testimony. There being none, the public comment period was closed.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to adopt Resolution No. 8233 incorporating all current fees for City services into a Fiscal Year 2023-2024 Annual Fee Schedule, amending fees and charges; and rescind Resolution No. 7944 and all parts of Resolutions in conflict with Resolution No. 8233.

The motion carried, with Councilmember Montañez absent.

Mayor Rodriguez closed the public hearing.



## **ADMINISTRATIVE REPORTS**

### **12) UPDATE AND DISCUSSION FROM THE ACCESSORY DWELLING UNIT AD HOC COMMITTEE AND RELATED RECOMMENDATIONS**

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

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to receive and file update report and dissolve the Accessory Dwelling Unit Ad Hoc Committee, as amended to return to a future meeting with opportunities to improve the adopted Residential Pre-Sale Inspection Program.

The motion carried, with Councilmember Montañez absent.

### **13) FISCAL YEAR 2023-2024 BUDGET STUDY SESSION NO. 3**

Director of Finance Melton provided a recap of Budget Study Session No. 1 and 2 and budget enhancements.

Councilmembers discussed the proposed enhancement requests and suggested recommendations for staff to return with a refined enhancement list.

## **STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**

City Clerk Fritz had no updates to report.

Director of Finance Melton had no updates to report.

Director of Recreation and Community Services Venegas announced the Mission City Baseball League concluded its 2<sup>nd</sup> season; provided updates on recreation activities; and announced the Parks, Wellness, and Recreation Commission will meet June 8, 2023, at 6:30p.m.

Deputy City Manager/Economic Development Kith reported a temporary change in building inspection services; announced the Planning and Preservation Commission Meeting will be held June 12, 2023; and invited the community to attend grand openings for GAIN & DIY Girls and Los Toxicos Mariscos.

Assistant to the City Manager Hernandez announced the City successfully received the Office of Planning and Research Grant.

Police Chief Valdez announced on Wednesday, June 7, 2023, the San Fernando Police Department will be participating in the annual Special Olympic Torch Run.

City Manager Kimball had no updates to report.

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

Councilmember Fajardo reported he received phone call regarding no mail service on the 1300 block of Kewen Street. The caller reported a United States Postal Service Worker was bitten by a dog and reported frequent loose dogs in that area; and has asked the City for assistance. Councilmember Fajardo also spoke about the vandalism at the Police Station over the weekend.

Councilmember Solorio thanked staff for a great budget session; thanked Director of Recreation and Community Services Venegas and staff for hosting the Community Outreach event for Las Palmas Park Revitalization Project; and participated as a speaker at a graduation and congratulated graduating students.

Vice Mayor Mendoza attended the installation of DeAngelo Johnson as Mission Hills Postmaster; while at the installation spoke with the Santa Clarita Postmaster and reported that Santa Clarita has had 69 dog bites and are considering alternative delivery options; lastly thanked Council and staff for a great meeting.

Mayor Rodriguez thanked staff for their work and putting together the budget; reported she attended the Community Outreach event for Las Palmas Park Revitalization Project; Coffee with the Chamber on the June 1, 2023; the Pride Flag Raising Event; Southern California Association of Governments Regional Council Meeting; noted she participated in an interview with KNBC regarding the Pride Flag Event; mentioned she attended Trophy Day at Las Palmas Park for closing ceremonies of Mission City Baseball; the Las Palmas Senior Club regular meeting and requested Director of Recreation and Community Services to participate in the next meeting.

Police Chief Valdez requested to adjourn the meeting in memory of Bud Brown, founding member of the San Fernando Police Action Committee.

**ADJOURNMENT (10:03 p.m.)**

Mayor Rodriguez adjourned the meeting in memory of Bud Brown, to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the June 5, 2023, Regular meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk

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**CITY OF SAN FERNANDO  
CITY COUNCIL MINUTES**

**OCTOBER 16, 2023 – 5:15 P.M.  
SPECIAL MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Celeste T. Rodriguez called the meeting to order at 5:24 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo and Mary Solorio

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

Absent: Councilmember Cindy Montañez

**APPROVAL OF AGENDA**

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda. The motion carried, with Councilmember Montañez absent.

**PUBLIC STATEMENTS** None

**RECESS TO CLOSED SESSION (5:25 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

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

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association  
San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)  
All Unrepresented Employees

B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4):  
DISCUSSION WITH LEGAL COUNSEL RE: INITIATION OF LITIGATION

One (1) Matter

C) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2):  
DISCUSSION WITH LEGAL COUNSEL RE: ANTICIPATED LITIGATION

One (1) Matter

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

Assistant City Attorney Padilla stated in regards to Items A and C, there was no reportable action. In regard to Item B, this item was not heard for discussion.

**ADJOURNMENT (6:10 p.m.)**

The City Council adjourned the special meeting to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the October 16, 2023, Special Meeting as approved by the San Fernando City Council.

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Julia Fritz, CMC  
City Clerk



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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erica D. Melton, Director of Finance/City Treasurer

**Date:** November 6, 2023

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

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 23-111 (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. 23-111, including:
  - Exhibit A: Payment Demands/Voucher List

**RESOLUTION NO. 23-111**

**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. 23-111**

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

1. That the Payment Demand/Voucher List (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 6<sup>th</sup> day of November 2023.

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Celeste T. Rodriguez, Mayor of the  
City of San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 23-111, 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 6<sup>th</sup> day of November 2023, 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 November, 2023.

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Julia Fritz, City Clerk

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233446	11/6/2023	892552 A & M CATERING, INC.	0061	13063	CATERING SERVICE FOR (2) SENIOR C 004-2380	9,922.50
					<b>Total :</b>	<b>9,922.50</b>
233447	11/6/2023	890104 ABBA TERMITE & PEST CONTROL	55223		BEE REMOVAL -WATER BOX-1551 PICC 070-383-0000-4260	115.00
					<b>Total :</b>	<b>115.00</b>
233448	11/6/2023	891587 ABLE MAILING INC.	37876		2022 WATER QUALITY REPORTS MAILI 070-381-0000-4270	576.08
			38254	12972	MAILING AND FULFILLMENT SERVICES 072-360-0000-4300	106.01
			38255	12972	070-382-0000-4300 WATER ENVELOPE STORAGE-SEPT 20 070-382-0000-4300	106.01
					<b>Total :</b>	<b>813.10</b>
233449	11/6/2023	894406 ADVANCE AUTO PARTS	8681328336683		VEHICLE MAINT-WA0172 070-383-0000-4400	64.73
					<b>Total :</b>	<b>64.73</b>
233450	11/6/2023	892271 ALL STAR ELITE SPORTS	3771	12982	SPORTS UNIFORMS & STAFF UNIFORM 017-420-1330-4300	41.67
					<b>Total :</b>	<b>41.67</b>
233451	11/6/2023	893813 ALMANZA, LAURAMARIE C	REIMB.		SENIOR SUPPLIES 004-2346	69.51
					004-2383	39.96
					<b>Total :</b>	<b>109.47</b>
233452	11/6/2023	894078 AMERICAN BUSINESS BANK	P19		5% RETENTION HELD-SF REGIONAL P 010-2037	6,800.40
					<b>Total :</b>	<b>6,800.40</b>
233453	11/6/2023	100222 ARROYO BUILDING MATERIALS, INC	288030		HARDWARE SUPPLIES & U-CARTS OF	

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233453	11/6/2023	100222 ARROYO BUILDING MATERIALS, INC	(Continued)	12984	043-390-0000-4300	24.81
			288064	12984	HARDWARE SUPPLIES & U-CARTS OF 043-390-0000-4300	29.30
			288065	12984	HARDWARE SUPPLIES & U-CARTS OF 043-390-0000-4300	-8.07
					<b>Total :</b>	<b>46.04</b>
233454	11/6/2023	102530 AT & T	818-270-2203		PD NETWORK LINE-SEPT 2023 001-222-0000-4220	233.54
					<b>Total :</b>	<b>233.54</b>
233455	11/6/2023	889037 AT&T MOBILITY	287277903027X1008202		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	138.69
					<b>Total :</b>	<b>138.69</b>
233456	11/6/2023	892412 AT&T MOBILITY	287297930559X1010202		MDT MODEMS-PD UNITS SEPT 2023 001-222-0000-4220	1,024.78
					<b>Total :</b>	<b>1,024.78</b>
233457	11/6/2023	889942 ATHENS SERVICES	15462151	13046	CITY STREET SWEEPING SERVICES 011-311-0000-4260	17,443.40
					<b>Total :</b>	<b>17,443.40</b>
233458	11/6/2023	893013 AYSON, LEILANI	OCT 2023	12952	INCLUSIVE ZUMBA INSTRUCTOR 017-420-1337-4260	253.50
				12952	026-420-0887-4260	30.00
					<b>Total :</b>	<b>283.50</b>
233459	11/6/2023	892784 BARAJAS, MARIA BERENICE	OCT 2023	12953	TOTAL BODY CONDITIONING CLASS IN 017-420-1337-4260	648.00
				12953	026-420-0887-4260	150.00
					<b>Total :</b>	<b>798.00</b>
233460	11/6/2023	892426 BEARCOM	5624864	13001	MAINTENANCE AGREEMENT FOR RAD 070-385-0000-4260	1,004.57
				13001	072-360-0000-4260	879.00
				13001	043-390-0000-4260	1,255.71

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233460	11/6/2023	892426 BEARCOM	(Continued)	13001	001-135-0000-4260	9,417.85
					<b>Total :</b>	<b>12,557.13</b>
233461	11/6/2023	893591 BIOMEDICAL WASTE DISPOSAL	130023		BIOMEDICAL WASTE PICK UP & DISPO	100.00
					001-222-0000-4260	100.00
					<b>Total :</b>	<b>100.00</b>
233462	11/6/2023	893940 BOB BARKER COMPANY	INV1946444		INMATE SUPPLIES	111.33
					001-225-0000-4350	111.33
					<b>Total :</b>	<b>111.33</b>
233463	11/6/2023	890684 BROADLUX INC	BR112548-10		REPAIRS TO CNG CREDIT CARD READ	2,498.59
					074-320-0000-4260	2,498.59
					<b>Total :</b>	<b>2,498.59</b>
233464	11/6/2023	889345 BSN SPORTS LLC	923048653	12985	EQUIPMENT FOR RECREATION SPORT	234.32
				12985	001-423-0000-4300	1,249.46
				12985	017-420-1328-4300	308.68
				12985	017-420-1334-4300	687.85
				12985	017-420-1330-4300	2,480.31
					<b>Total :</b>	<b>2,480.31</b>
233465	11/6/2023	888800 BUSINESS CARD	100923		ANTENNA ROOF MOUNT	388.12
			101123		110-220-3663-4500	55.00
			101623		BICYCLE TRAINING COURSE	750.00
			101623		001-225-0000-4360	736.55
					EXCELLENCE IN LAW ENFORCEMENT	1,929.67
					001-222-0000-4370	
					LODGING-GTA RECORDS CLERK TRAI	
					001-222-0000-4360	
					<b>Total :</b>	<b>1,929.67</b>
233466	11/6/2023	888800 BUSINESS CARD	100623		ELECTRIC STAPLER	86.07
			100923		001-130-0000-4300	12.25
					STAPLES	
					001-130-0000-4300	

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233466	11/6/2023	888800 BUSINESS CARD	(Continued)		PERSONALITY ASSESSMENT-EXECUT	648.00
			101123		001-105-0000-4270	242.52
			101123		MOUNTS FOR RED DOTS	298.39
			101623		001-222-0000-4300	149.94
			101623		HOMELESS OUTREACH POSTCARDS	1,437.17
			101823		001-155-0000-4300	
					DINNER FOR CC & STAFF-CC MTG 10/1	
					001-101-0000-4300	
					<b>Total :</b>	<b>1,437.17</b>
233467	11/6/2023	892425 CASTRO, ANGELICA	006		PHOTO BOOTH-DIA DE LOS MUERTOS	500.00
					001-420-0000-4260	500.00
					<b>Total :</b>	<b>500.00</b>
233468	11/6/2023	892704 CHARGEPOINT	IN196036		CHARGING STATION FLEET FEES	24.08
			IN201348		041-320-0152-4402	26.99
			IN207757		CHARGING STATION FLEET FEES	43.08
			IN213189		041-320-0152-4402	38.98
					CHARGING STATION FLEET FEES	133.13
					041-320-0152-4402	
					<b>Total :</b>	<b>133.13</b>
233469	11/6/2023	894010 CHARTER COMMUNICATIONS	0010518092923		REC PARK CABLE SRV-09/29-10/28	245.79
			0283057100523		001-420-0000-4260	270.54
			0335899081023		LP PARK CABLE SRV-10/05-11/04	1,761.24
			10328090523		001-420-0000-4260	177.75
			22220072923		PD-5G FIBER INTERNET SVC-07/10-09/	134.91
			335899091023		010-225-3698-4500	2,600.00
					CITY HALL CABLE-10/05-11/04	
					001-190-0000-4220	
					PW OPS CABLE-09/29-10/28	
					043-390-0000-4260	
					PD-5G FIBER INTERNET SRV-09/10-10/	
					010-225-3698-4500	

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233469	11/6/2023	894010 894010 CHARTER COMMUNICATIONS	(Continued)			Total : 5,190.23
233470	11/6/2023	103029 CITY OF SAN FERNANDO	5635-5725		REIMB TO WORKER'S COMP ACCT 006-1038	47,615.77 Total : 47,615.77
233471	11/6/2023	100805 COOPER HARDWARE INC.	135543	12986	MISC. SUPPLIES FOR REPAIRS AND Pf 041-320-0000-4320	9.18
			135709	12986	MISC. SUPPLIES FOR REPAIRS AND Pf 001-311-0000-4300	346.93 Total : 356.11
233472	11/6/2023	892687 CORE & MAIN LP	T462937	13014	WATER METERS, FIRE SERVICE MATL' 070-385-0700-4600	1,339.94 Total : 1,339.94
233473	11/6/2023	102003 COUNTY OF LOS ANGELES	RE-PW-23101001837	13050	INDUSTRIAL WASTE CHARGES 072-360-0000-4450	1,008.86 Total : 1,008.86
233474	11/6/2023	893114 DE LA PENNA, RICHARD	REIMB.		CWEA CERTIFICATE 072-360-0000-4360	98.00 Total : 98.00
233475	11/6/2023	100989 DOOLEY ENTERPRISES INC.	66167	13065	12GA. AMMUNITION (BACKORDERED) 001-222-0000-4300	1,237.01 Total : 1,237.01
233476	11/6/2023	894082 ELIAS, LILIA LETICIA	111823		SENIOR DANCE CLEAN UP SERVICE-1' 004-2380	208.00 Total : 208.00
233477	11/6/2023	890401 ENVIROGEN TECHNOLOGIES INC	0014300-IN	13029	JULY-MAINT, REPAIR, PARTS, LABOR & 070-384-0857-4260	7,814.52
			0014365-IN	13029	AUG-MAINT, REPAIR, PARTS, LABOR & 070-384-0857-4260	7,814.52
			0014427-IN	13029	SEPT-MAINT, REPAIR, PARTS, LABOR & 070-384-0857-4260	7,814.52

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233477	11/6/2023	890401 890401 ENVIROGEN TECHNOLOGIES INC	(Continued)			Total : 23,443.56
233478	11/6/2023	101147 FEDEX	8-277-45545		COURIER SERVICES 001-190-0000-4280	30.76
			8-285-22093		COURIER SERVICES 001-190-0000-4280	75.88 Total : 106.64
233479	11/6/2023	893029 FERGUSON WATERWORKS #1083	0016704-1	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	1,920.96
			0017314	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	4,083.73
			0017377	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	2,219.98
			0017795	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	102.48
			0017885	13015	FIRE HYDRANT & FIRE SERVICE SUPP 070-385-0701-4600	380.01 Total : 8,707.16
233480	11/6/2023	894581 FLORES JR., RICHARD ADAM	001		DJ SERVICES-DIA DE LOS MUERTOS E 004-2385	350.00 Total : 350.00
233481	11/6/2023	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS 001-222-0000-4220	539.34
			209-150-5250-081292		RADIO REPEATER 001-222-0000-4220	43.04
			209-150-5251-040172		MWD METER 070-384-0000-4220	43.04
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	39.19
			209-151-4941-102990		POICE PAGING 001-222-0000-4220	53.27
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	57.15
			209-151-4943-081292		RADIO REPEATER	

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233481	11/6/2023	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-188-4361-031792		001-222-0000-4220 RCS PHONE LINES	43.04
			209-188-4362-031792		001-420-0000-4220 POLICE PHONE LINES	124.31
			209-188-4363-031892		001-222-0000-4220 VARIOUS PHONE LINES	806.13
					001-190-0000-4220 070-384-0000-4220 001-420-0000-4220	102.41 324.95 257.67
			818-361-0901-051499		SEWER FLOW MONITORING	
			818-361-2385-012309		072-360-0000-4220 MTA PHONE LINE & CREDIT CARD PHC	74.57
					007-440-0441-4220 001-190-0000-4220	59.26 118.51
			818-361-2472-031415		PW PHONE LINES	
			818-361-3958-091407		070-384-0000-4220 CNG STATION	598.64
			818-361-7825-120512		074-320-0000-4220 RUDY ORTEGA PARK IRR SYSTEM	56.43
			818-365-0007-060223		001-420-0000-4220 EOC PHONE LINES	60.77
			818-365-0026-071223		001-222-0000-4220 PD NON-EMERGENCY PHONE LINE	452.99
			818-831-5002-052096		001-222-0000-4220 PD SPECIAL ACTIVITIES PROGRAM	965.92
			818-837-2296-031315		001-222-0000-4220 VARIOUS CITY HALL LINES	58.26
			818-837-7174-052096		001-190-0000-4220 PD SPECIAL ACTIVITIES PHONE LINE	372.79
			818-838-1841-112596		001-222-0000-4220 ENGINEERING FAX MODEM	45.02
			818-898-7385-033105		001-310-0000-4220 LP PARK FAX LINE	31.67
					001-420-0000-4220	34.95
Total :						5,363.32

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233482	11/6/2023	894587 GABBIN, RUTH	839707		SENIOR TRIP REFUND	
					004-2383	40.00
Total :						40.00
233483	11/6/2023	893953 GALE, PAUL JOHN	OCT 2023		SHOTOKAN KARATE INSTRUCTOR	
				12960	017-420-1326-4260	387.00
				12960	026-420-0887-4260	22.50
Total :						409.50
233484	11/6/2023	887249 GALLS, LLC	025038925		UNIFORMS & ACCESSORIES	
			025038926	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	30.49
			025038927	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	59.77
			025038928	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	30.49
			025038929	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	31.61
			025038930	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	59.77
			025038931	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	59.77
			025149002	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	30.49
			025149003	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	39.64
			025162539	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	33.40
			025267494	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	33.40
			025440569	13066	001-225-0000-4325 UNIFORMS & ACCESSORIES	181.37
			025442292	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	-26.65
			025534937	13066	001-226-0230-4430 UNIFORMS & ACCESSORIES	29.28
				13066	001-226-0230-4430	38.70

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233484	11/6/2023	887249 GALLS, LLC	(Continued) 025534938			
			025534939	13066	UNIFORMS & ACCESSORIES 001-226-0230-4430	30.35
			025593575	13066	UNIFORMS & ACCESSORIES 001-226-0230-4430	26.65
			025593576	13066	UNIFORMS & ACCESSORIES 001-226-0230-4430	29.28
			025928723	13066	UNIFORMS & ACCESSORIES 001-225-0000-4325	29.28
					<b>Total :</b>	<b>962.93</b>
						<b>1,710.02</b>
233485	11/6/2023	101346 GOLDEN WEST COLLEGE	GWC-SFCITY-CJ46-2813		CIVILIAN SUPERVISOR COURSE 001-225-0000-4360	228.00
					<b>Total :</b>	<b>228.00</b>
233486	11/6/2023	101376 GRAINGER, INC.	9852954750	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	148.29
			9857159512	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	251.68
					<b>Total :</b>	<b>399.97</b>
233487	11/6/2023	893344 GRAND ELECTRICAL SUPPLY	201710		ELECTRICAL SUPPLIES 001-370-0000-4300	5.46
			201763		LIGHT REPAIRS 043-390-0000-4300	99.06
					<b>Total :</b>	<b>104.52</b>
233488	11/6/2023	894511 GRIDIRON TRAINING	000183		BACKGROUND INVESTIGATION COURSE 001-225-0000-4360	500.00
			000191		BACKGROUND INVESTIGATION COURSE 001-225-0000-4360	500.00
					<b>Total :</b>	<b>1,000.00</b>
233489	11/6/2023	894582 GUTIERREZ, VIVIANA	836559		FACILITY RENTAL DEP REFUND 001-2220	150.00

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233489	11/6/2023	894582 894582 GUTIERREZ, VIVIANA	(Continued)			<b>Total : 150.00</b>
233490	11/6/2023	101434 GUZMAN, JESUS ALBERTO	SEPT 2023	13067	MMAP INSTRUCTOR JESUS ALBERTO 004-2359	1,900.00
					<b>Total :</b>	<b>1,900.00</b>
233491	11/6/2023	101436 HACH COMPANY	13750806		WATER QUALITY TEST KIT 070-384-0000-4310	797.49
					<b>Total :</b>	<b>797.49</b>
233492	11/6/2023	888647 HDL SOFTWARE, LLC	SIN029256		ANNUAL FALSE ALARM SOFTWARE US 001-135-0000-4260	1,597.80
					<b>Total :</b>	<b>1,597.80</b>
233493	11/6/2023	890594 HEALTH AND HUMAN RESOURCE	E0304417		EAP-NOV 2023 001-106-0000-4260	250.90
					<b>Total :</b>	<b>250.90</b>
233494	11/6/2023	894584 HERNANDEZ, SALVADOR	838433		FACILITY RENTAL DEP REFUND 001-2220	165.00
					<b>Total :</b>	<b>165.00</b>
233495	11/6/2023	893804 INDUSTRIAL SHOEWORX	1100-1384628		SAFETY BOOTS 001-311-0000-4310	281.14
					<b>Total :</b>	<b>281.14</b>
233496	11/6/2023	894042 INLAND EMPIRE STAGES, LTD	59994	12970	BUS TRANSPORTATION FOR SENIOR T 004-2383	1,873.43
					<b>Total :</b>	<b>1,873.43</b>
233497	11/6/2023	892682 IPS GROUP, INC.	INV89516	13045	SMART METER CREDIT CARD TRANSA 029-335-0000-4260	749.27
					<b>Total :</b>	<b>749.27</b>
233498	11/6/2023	891777 IRRIGATION EXPRESS	15280699-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	11.01
					<b>Total :</b>	<b>11.01</b>

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233499	11/6/2023	894268 JOE MAR POLYGRAPH &	101323		POLYGRAPH SERVICES	
			2023-10-010SFPD		001-222-0000-4270	250.00
					POLYGRAPH SERVICES	
					001-222-0000-4270	250.00
					<b>Total :</b>	<b>500.00</b>
233500	11/6/2023	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN	
			494-750-1000		070-384-0000-4210	2,594.75
			500-750-1000		WATER-12900 DRONFIELD	
			594-750-1000		070-384-0000-4210	21.82
			657-750-1000		ELECTRIC-13655 FOOTHILL	
			694-750-1000		070-384-0000-4210	104.50
			993-750-1000		ELECTRIC-12900 DRONFIELD	
					070-384-0000-4210	2,764.85
					ELECTRIC-14060 SAYRE	
					070-384-0000-4210	4,473.53
					ELECTRIC & WATER-13180 DRONFIELD	
					070-384-0000-4210	5,802.64
					WATER-13003 BORDEN	
					070-384-0000-4210	21.82
					<b>Total :</b>	<b>15,783.91</b>
233501	11/6/2023	893364 LABELLA, PAUL	126		OVERNIGHT SECURITY SERVICE-DIA	
					001-422-0000-4260	495.00
					<b>Total :</b>	<b>495.00</b>
233502	11/6/2023	101848 LANGUAGE LINE SERVICES	11117512		INTERPRETATION SERVICES	
					001-222-0000-4260	50.76
					<b>Total :</b>	<b>50.76</b>
233503	11/6/2023	101852 LARRY & JOE'S PLUMBING	2273112-0001-02		MISC PARTS	
			2273218-0001-02		070-383-0000-4310	165.38
					MISC PARTS	
					070-383-0000-4310	144.43
					<b>Total :</b>	<b>309.81</b>
233504	11/6/2023	101948 LOPEZ, LETICIA	REIMB.		LUNCH & LEARN REFRESHMENTS	

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233504	11/6/2023	101948 LOPEZ, LETICIA	(Continued)		001-106-0000-4300	54.21
					<b>Total :</b>	<b>54.21</b>
233505	11/6/2023	894579 LOPEZ, SANDRA	PW2303366		UTILITY SRV PERMIT REFUND	
					070-3840-0000	945.00
					070-3835-0000	1,821.00
					<b>Total :</b>	<b>2,766.00</b>
233506	11/6/2023	101974 LOS ANGELES COUNTY	SEPT 2023	13019	ANIMAL CARE & CONTROL SERVICES	
					001-190-0000-4260	8,377.09
					<b>Total :</b>	<b>8,377.09</b>
233507	11/6/2023	892477 LOWES	9747-01189		MAINT SUPPLIES	
			9747-01225		001-370-0000-4300	169.53
			9747-01845		MAINT SUPPLIES	
			9754-1862		001-370-0000-4300	61.98
					MAT'L'S TO MOUNT MESSAGE BOARD-I	
					043-390-0000-4300	34.65
					PARTS FOR OSG SYSTEM	
					070-384-0000-4310	328.59
					<b>Total :</b>	<b>594.75</b>
233508	11/6/2023	894122 LUCERO, MARTHA	111823		MUSIC FOR SENIOR DANCE ON 11/18/23	
					004-2380	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
233509	11/6/2023	894583 MARTINEZ, FRANCIS	839107		FACILITY RENTAL DEP REFUND	
					001-2220	160.00
					<b>Total :</b>	<b>160.00</b>
233510	11/6/2023	894585 MCCOO, MARCELA	839886		TENNIS REFUND	
					017-3770-1327	55.00
					<b>Total :</b>	<b>55.00</b>
233511	11/6/2023	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	38.48

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233511	11/6/2023	888242 888242 MCI COMM SERVICE	(Continued)			Total : 38.48
233512	11/6/2023	893200 MCKESSON MEDICAL-SURGICAL	21178316		INMATE SUPPLIES 001-225-0000-4350	51.00 Total : 51.00
233513	11/6/2023	894220 MELTON, ERICA D.	177-181		L P SENIOR PETTY CASH REIMB. 004-2380	139.37 Total : 139.37
233514	11/6/2023	894221 MELTON, ERICA D.	1-11		PETTY CASH REIMBURSEMENT 001-101-0000-4300 001-105-0000-4300 001-222-0000-4300 001-225-0000-4360 001-310-0000-4300 001-424-0000-4430	35.84 73.07 76.17 13.55 72.54 14.38 Total : 285.55
233515	11/6/2023	894580 MENDOZA, VANESSA E.	001		ENTERTAINMENT-DIA DE LOS MUERTOS 001-420-0000-4260	700.00 Total : 700.00
233516	11/6/2023	102214 MIRANDA, FERNANDO	REIMB-ADM JUS REIMB-ADM JUS 105		TUITION REIMB-ADM JUS 075 & 160 (IN 001-152-0000-4365 TUITION REIMB-ADM JUS 105 (CRIMIN/ 001-152-0000-4365	307.00 169.00 Total : 476.00
233517	11/6/2023	102052 MMASC	8237		MEMBERSHIP DUES 001-222-0000-4380	90.00 Total : 90.00
233518	11/6/2023	102325 NAPA AUTO PARTS	6410-145287 6410-145432 6410-145901		WALL PLATE 074-320-0000-4400 VEHCILE MAINT-PK4361 041-320-0390-4400 VEHICLE MAINT-WA0172	66.13 107.49

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233518	11/6/2023	102325 NAPA AUTO PARTS	(Continued)		070-383-0000-4400	33.06 Total : 206.68
233519	11/6/2023	893348 NCSI	38041		BACKGROUND CHECKS 017-420-1330-4260 001-423-0000-4260	92.50 18.50 Total : 111.00
233520	11/6/2023	102423 OCCU-MED, INC.	1023901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260	581.25 Total : 581.25
233521	11/6/2023	894100 ODP BUSINESS SOLUTIONS , LLC	333643154001 333987241001 333988529001 335617194001 335801189001		OFFICE SUPPLIES 001-420-0000-4300 017-420-1334-4300 OFFICE SUPPLIES 001-310-0000-4300 OFFICE SUPPLIES 001-310-0000-4300 OFFICE SUPPLIES 001-130-0000-4300 OFFICE SUPPLIES 074-320-0000-4300	120.10 114.77 136.96 24.24 208.32 67.23 Total : 671.62
233522	11/6/2023	890095 O'REILLY AUTOMOTIVE STORES INC	3470-140630 4605-137484 4605-138062 4605-138788 4605-138969	13008 13008 13008 13008 13008	VEH. MAINT. AND REPAIR PARTS FOR (I 041-320-0224-4400 VEH. MAINT. AND REPAIR PARTS FOR (I 041-320-0225-4400 VEH. MAINT. AND REPAIR PARTS FOR (I 041-320-0224-4400 VEH. MAINT. AND REPAIR PARTS FOR (I 041-320-0390-4400 VEH. MAINT. AND REPAIR PARTS FOR (I 041-320-0311-4400	170.92 154.34 36.54 74.50 40.78

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233522	11/6/2023	890095 890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			Total : 477.08
233523	11/6/2023	100221 ORTEGA, SYLVIA	TRAVEL		PER DIEM & MILEAGE-C.L.E.A.R. 50TH 001-222-0000-4360	179.39 Total : 179.39
233524	11/6/2023	894024 ORTIZ ENTERPRISES, INC.	P19	12650 12650	SF REGIONAL PARK INFILTRATION PR 010-310-0620-4600 010-310-0764-4600 010-2037	111,650.00 24,358.00 -6,800.40 Total : 129,207.60
233525	11/6/2023	889545 PEREZ, MARIBEL	REIMB.		PROGRAM EQUIP. & HALLOWEEN SUP 017-420-1334-4300 001-423-0000-4300	40.43 361.32 Total : 401.75
233526	11/6/2023	102688 PROFESSIONAL PRINTING CENTERS	21560 21622 21623 21646 21653 21710 21721 21759 21778	13060 13060 13060 13060 13060 13060 13060 13060 13060	PRE-PRINTED FORMS 001-222-0000-4300 SENIOR PROGRAM T-SHIRTS 004-2382 PRE-PRINTED FORMS 001-222-0000-4300 PRE-PRINTED FORMS & ENVELOPES 070-382-0000-4300 072-360-0000-4300 PRE-PRINTED FORMS 001-222-0000-4300 DEPARTMENT ENVELOPES 001-130-0000-4300 PRE-PRINTED FORMS & ENVELOPES 070-382-0000-4300 072-360-0000-4300 DEPARTMENT ENVELOPES 001-130-0000-4300 PRE-PRINTED FORMS & ENVELOPES 070-382-0000-4300	340.67 611.34 164.27 109.70 109.70 904.05 391.39 800.00 800.00 314.21 87.65

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233526	11/6/2023	102688 PROFESSIONAL PRINTING CENTERS	(Continued)	13060	072-360-0000-4300	87.65 Total : 4,720.63
233527	11/6/2023	890004 PTS	2113005		PD PAY PHONE-NOV 2023 001-190-0000-4220	88.00 Total : 88.00
233528	11/6/2023	893553 QUADIENT LEASING USA, INC	Q1002545	12966	POSTAGE MACHINE QUARTERLY LEAS 001-190-0000-4280	1,331.41 Total : 1,331.41
233529	11/6/2023	102738 QUINTERO ESCAMILLA, VIOLETA	OCT 2023	12957 12957	SENIOR MUSIC CLASS INSTRUCTOR 017-420-1323-4260 026-420-0887-4260	640.00 120.00 Total : 760.00
233530	11/6/2023	894589 RAMIREZ, ERIKA	REIMB.		2023 APA CONFERENCE 001-150-0000-4370	1,037.31 Total : 1,037.31
233531	11/6/2023	102855 RIO HONDO COLLEGE	F23-70-ZSFN		PHYSICAL FITNESS COURSE 001-222-0000-4360	75.00 Total : 75.00
233532	11/6/2023	892300 RJM DESIGN GROUP, INC	35997	12925	DESIGN FOR LP PARK REVITALIZATION 010-422-0156-4600	14,666.15 Total : 14,666.15
233533	11/6/2023	102929 ROYAL PAPER CORPORATION	5323227	12990 12990 12990 12990	FACILITY CLEANING SUPPLIES 001-420-0000-4300 001-422-0000-4300 001-423-0000-4300 001-424-0000-4300	400.23 400.23 400.23 400.21 Total : 1,600.90
233534	11/6/2023	891253 SAN FERNANDO SMOG TEST ONLY	2109		SMOG TEST-E1108442 041-320-0000-4450	65.00

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233534	11/6/2023	891253 891253 SAN FERNANDO SMOG TEST ONLY	(Continued)			Total : 65.00
233535	11/6/2023	103057 SAN FERNANDO VALLEY SUN	12064		1ST READING-CUP	74.25
			12069		001-115-0000-4230 PH NOTICE-AB481 001-115-0000-4230	148.50
					Total :	222.75
233536	11/6/2023	894588 SIEGFRIED, MARIA	839708		SENIOR TRIP REFUND	40.00
					004-2383	Total : 40.00
233537	11/6/2023	103172 SKAUG TRUCK BODY WORKS	43223		VEHICLE MAINT-WA0172	2,475.95
					070-383-0000-4400	Total : 2,475.95
233538	11/6/2023	103184 SMART & FINAL	0035		SUPPLIES FOR SR CLUB DANCE	353.90
			0205		004-2380 BREAK ROOM SUPPLIES	163.01
			0222		001-222-0000-4300 CANDY FOR SPECIAL EVENT	29.97
			0497		001-423-0000-4300 SUPPLIES FOR SR CLUB	136.79
					004-2382	Total : 683.67
233539	11/6/2023	103202 SOUTHERN CALIFORNIA EDISON CO.	700136176526		ELECTRIC-METER FOR MALL-MACLAY	69.18
			700360580265		030-341-0000-4210 ELECTRIC-910 FIRST	11,876.78
			700363532503		043-390-0000-4210 ELECTRIC-117 MACNEIL	14,239.67
			700577150347		043-390-0000-4210 ELECTRIC-190 PARK	888.90
					027-344-0000-4210	Total : 27,074.53
233540	11/6/2023	894311 SPECTRUMVOIP	IN792527		CITYWIDE LONG DIST VOIP SRVS- NO	177.22
					001-190-0000-4220	

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233540	11/6/2023	894311 894311 SPECTRUMVOIP	(Continued)			Total : 177.22
233541	11/6/2023	894275 STAPLES, INC.	8071878367		BREAK ROOM SUPPLIES	192.82
					001-190-0000-4300	Total : 192.82
233542	11/6/2023	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	686910		FINGERPRINTING - SEPT 2023	160.00
					001-106-0000-4270	Total : 160.00
233543	11/6/2023	893463 STEP SAVER	CT458288	13031	NSF CERTIFIED BULK SALT FOR THE H	5,806.23
					070-384-0000-4300	Total : 5,806.23
233544	11/6/2023	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	60.36
			084-220-3249-3		043-390-0000-4210 GAS-505 S HUNTINGTON	32.42
			088-520-6400-8		043-390-0000-4210 GAS-117 MACNEIL	97.10
			143-287-8131-6		043-390-0000-4210 GAS-208 PARK	58.72
					043-390-0000-4210	Total : 248.60
233545	11/6/2023	888821 THE GOODYEAR TIRE & RUBBER CO	38253	13009	TIRES FOR FLEET	836.32
					041-1215	Total : 836.32
233546	11/6/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	0100529		STOCK FOR ELEC TRUCK	19.82
			1014251		001-370-0000-4300 SUPPLIES & SAFETY	717.47
			117978		070-384-0000-4310 MISC ITEMS	161.31
			3534332		070-383-0000-4310 MISC SUPPLIES-PLANT NO. 2	122.02
			3731339		070-384-0000-4310 OFFICE SUPPLIES	278.93
					072-360-0000-4300	

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233546	11/6/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)	4110304		MISC SUPPLIES 070-384-0000-4310	145.64
			5014802		MAT'L'S FOR BACKFLOW 070-383-0000-4310	167.28
			6204732		RETURNED-OFFICE SUPPLIES 072-360-0000-4300	-278.93
			6533948		MISC SUPPLIES 070-384-0000-4310	24.23
			7090349		INSECT CONTROL-PD STATION 043-390-0000-4300	352.47
			9021077		BRICK REPAIR-PW OPS CTR 043-390-0000-4300	179.48
					<b>Total :</b>	<b>1,889.72</b>
233547	11/6/2023	103794 THE UNIVERSITY CORPORATION	111	12878	ACCT A3077-GIS SERVICES FOR CITYV 001-310-0000-4270	8,646.00
					<b>Total :</b>	<b>8,646.00</b>
233548	11/6/2023	890817 THE WALKING MAN, INC.	F3380		DISTRIBUTION OF STREET CLOSURE 017-420-1395-4260	875.00
					<b>Total :</b>	<b>875.00</b>
233549	11/6/2023	103413 TRANS UNION LLC	09303942		CREDIT CHECK SERVICES 001-222-0000-4260	85.00
					<b>Total :</b>	<b>85.00</b>
233550	11/6/2023	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (	15122187		REIMB OF POSTAGE MACHINE 001-190-0000-4280	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
233551	11/6/2023	103463 U.S. POSTMASTER	OCT 2023		POSTAGE-OCT UTILITY BILLS 072-360-0000-4300	649.68
					070-382-0000-4300	649.68
					<b>Total :</b>	<b>1,299.36</b>
233552	11/6/2023	893167 UNITED MAINTENANCE SYSTEMS	15603		JANITORIAL SERVICES FOR CITY FACI	

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233552	11/6/2023	893167 UNITED MAINTENANCE SYSTEMS	(Continued)	13028	043-390-0000-4260	17,850.00
					<b>Total :</b>	<b>17,850.00</b>
233553	11/6/2023	103439 UPS	831954403		COURIER SERVICES 001-190-0000-4280	150.00
					<b>Total :</b>	<b>150.00</b>
233554	11/6/2023	894586 VALLEY VIEWS SFV MEDIA LLC	107		STAGE MANAGEMENT FOR DIA DE LO 001-422-0000-4260	350.00
					<b>Total :</b>	<b>350.00</b>
233555	11/6/2023	889644 VERIZON BUSINESS	62453879		CITY HALL LONG DIST 001-190-0000-4220	56.02
			62453880		CITY YARD LONG DISTANCE 070-384-0000-4220	16.81
			62453881		CITY HALL LOING DISTANCE 001-190-0000-4220	28.01
			62453882		POLICE LONG DISTANCE 001-222-0000-4220	62.55
			62453883		CITY YARD LONG DISTANCE 070-384-0000-4220	11.20
			62453884		PARK LONG DISTANCE 001-420-0000-4220	17.08
			62454420		PW LONG DISTANCE 001-310-0000-4220	5.61
			62454431		CITY HALL LONG DISTANCE 001-190-0000-4220	61.69
					<b>Total :</b>	<b>258.97</b>
233556	11/6/2023	892081 VERIZON BUSINESS SERVICES	72726378		MPLS PORT ACCESS & ROUTER-PD 001-222-0000-4220	1,056.77
					<b>Total :</b>	<b>1,056.77</b>
233557	11/6/2023	100101 VERIZON WIRELESS-LA	9945333319		VARIOUS CELL PHONE PLANS 001-106-0000-4220	42.68
					070-384-0000-4220	58.06

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233557	11/6/2023	100101 VERIZON WIRELESS-LA	(Continued) 9946453923		VARIOUS CELL PHONE PLANS 072-360-0000-4220 001-101-0108-4220 001-105-0000-4220	51.30 52.01 55.91 <b>Total : 259.96</b>
233558	11/6/2023	890534 WHENTOWORK, INC.	60694185-60-12-23		ONLINE SCHEDULING SERVICE 001-420-0000-4260	360.00 <b>Total : 360.00</b>
233559	11/6/2023	894009 WILLDAN ENERGY SOLUTIONS	6	12905	HVAC FOR CITY FACILITIES 032-390-0765-4600 032-2037	242,500.00 -12,125.00
			7	12905	HVAC FOR CITY FACILITIES 032-390-0765-4600 032-2037	158,500.00 -7,925.00 <b>Total : 380,950.00</b>
233560	11/6/2023	891531 WILLDAN ENGINEERING	00419054	12849	CONSTRUCTION MGMT FOR PACOIMA 012-311-0551-4600	14,186.00 <b>Total : 14,186.00</b>
233561	11/6/2023	894164 YUNEX LLC	5610000257	13041	ON-CALL TRAFFIC SIGNAL REPAIRS & 001-370-0301-4300	583.63 <b>Total : 583.63</b>
<b>116 Vouchers for bank code : bank3</b>						<b>Bank total : 822,801.00</b>
<b>116 Vouchers in this report</b>						<b>Total vouchers : 822,801.00</b>

Voucher Registers are not final until approved by Council.

## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 23-111vchlist  
10/12/2023 9:30:21AMVoucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233327	10/12/2023	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - OCT 2023 001-1160	2,348.99
					<b>Total :</b>	<b>2,348.99</b>
233328	10/12/2023	103648 CITY OF SAN FERNANDO	PR 10/13/23		REIMB FOR PAYROLL W/E 10/6/23 001-1003 007-1003 027-1003 029-1003 030-1003 041-1003 043-1003 070-1003 072-1003 094-1003	597,091.85 2,215.12 2,280.78 2,564.20 3,635.27 7,751.88 19,775.27 47,914.15 13,907.10 1,041.86
					<b>Total :</b>	<b>698,177.48</b>
233329	10/12/2023	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - OCT 2023 001-1160	167.40
					<b>Total :</b>	<b>167.40</b>
233330	10/12/2023	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - OCT 2023 001-1160	11,157.00
					<b>Total :</b>	<b>11,157.00</b>
233331	10/12/2023	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - OCT 2023 001-1160	5,056.26
					<b>Total :</b>	<b>5,056.26</b>
5 Vouchers for bank code :		bank3			<b>Bank total :</b>	<b>716,907.13</b>
5 Vouchers in this report					<b>Total vouchers :</b>	<b>716,907.13</b>

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10/12/2023 9:30:21AMVoucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher Registers are not final until approved by Council.

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## SPECIAL CHECK

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10/17/2023

3:34:24PM

Voucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233332	10/17/2023	894399 ZIYALOV, ART	TRAVEL		PER DIEM & MILEAGE-MISAC 2023 COI 001-130-0000-4370	313.76
Total :						313.76
1 Vouchers for bank code :		bank3	Bank total :			313.76
1 Vouchers in this report		Total vouchers :			313.76	

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECK

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233333	10/18/2023	889093 CRUZ, LUZ	NONPO		REPLENISHMENT OF PD SPECIAL ACT 001-224-0000-4270	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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## SPECIAL CHECKS

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10/20/2023 9:33:10AM

Voucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233334	10/19/2023	894321 KASA CONSTRUCTION INC	6		CONSTR. SERVS. FOR LAYNE PARK RE	
				12875	010-420-3669-4600	62,361.32
				12875	121-423-3689-4600	5,756.32
				12875	010-420-3669-4600	14,151.70
					010-2037	-3,825.65
					121-2037	-287.82
					<b>Total :</b>	<b>78,155.87</b>
233335	10/19/2023	891825 UNITED STATES TREASURY	JULY-SEPT 2023		EXCISE TAX QRTL PYMNT-09/30/23	
					074-320-0000-4457	4,149.78
					<b>Total :</b>	<b>4,149.78</b>
<b>2 Vouchers for bank code : bank3</b>						<b>Bank total : 82,305.65</b>
<b>2 Vouchers in this report</b>						<b>Total vouchers : 82,305.65</b>

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECKS

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10/24/2023

8:23:30AM

Voucher List

CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233336	10/17/2023	893115 P.E.R.S. CITY RETIREMENT	1002476921		EMPL CONTRIB VARIANCE-08/26-09/08 018-225-0000-4124	36,905.97
					<b>Total :</b>	<b>36,905.97</b>
233337	10/18/2023	893115 P.E.R.S. CITY RETIREMENT	1002477632		EMPL CONTRIB VARIANCE-09/09-09/22 018-222-0000-4124 018-224-0000-4124 018-225-0000-4124	289.49 217.12 3,112.06
					<b>Total :</b>	<b>3,618.67</b>
<b>2 Vouchers for bank code :</b>					<b>bank3</b>	<b>Bank total :</b>
<b>2 Vouchers in this report</b>						<b>40,524.64</b>
						<b>Total vouchers :</b>
						<b>40,524.64</b>

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECK

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10/26/2023 8:49:49AM

Voucher List  
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233338	10/26/2023	103648 CITY OF SAN FERNANDO	PR 10/27/23		REIMB FOR PAYROLL W/E 10/20/23	
					001-1003	596,979.01
					007-1003	2,240.11
					017-1003	821.34
					027-1003	2,348.75
					029-1003	2,597.85
					041-1003	8,003.84
					043-1003	21,145.85
					070-1003	46,922.46
					072-1003	13,907.80
					094-1003	1,066.87
					Total :	696,033.88
1 Vouchers for bank code :		bank3			Bank total :	696,033.88
1 Vouchers in this report					Total vouchers :	696,033.88

Voucher Registers are not final until approved by Council.

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## SPECIAL CHECKS

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233339	11/1/2023	100286 BAKER, BEVERLY	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	148.68
					<b>Total :</b>	<b>148.68</b>
233340	11/1/2023	100916 DEIBEL, PAUL	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
233341	11/1/2023	101781 KISHITA, ROBERT	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	132.25
					<b>Total :</b>	<b>132.25</b>
233342	11/1/2023	101926 LILES, RICHARD	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
233343	11/1/2023	102126 MARTINEZ, MIGUEL	23-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	603.64
					<b>Total :</b>	<b>603.64</b>
233344	11/1/2023	891354 RAMIREZ, ROSALINDA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	132.25
					<b>Total :</b>	<b>132.25</b>
233345	11/1/2023	892782 TIGHE, DONNA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	132.25
					<b>Total :</b>	<b>132.25</b>
7 Vouchers for bank code : bank3						<b>Bank total : 1,687.11</b>
7 Vouchers in this report						<b>Total vouchers : 1,687.11</b>

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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## SPECIAL CHECKS

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233346	11/1/2023	894452 ABDALLAH, MARIA G.	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,912.44
					<b>Total :</b>	<b>1,912.44</b>
233347	11/1/2023	100091 AGORICHAS, JOHN	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
233348	11/1/2023	891039 AGUILAR, JESUS	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	415.50
					<b>Total :</b>	<b>415.50</b>
233349	11/1/2023	100104 ALBA, ANTHONY	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	689.04
					<b>Total :</b>	<b>689.04</b>
233350	11/1/2023	891011 APODACA-GRASS, ROBERTA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
233351	11/1/2023	100260 AVILA, FRANK	23-Nov		CALPERS HEALTH REIMB 041-180-0000-4127	1,358.28
					<b>Total :</b>	<b>1,358.28</b>
233352	11/1/2023	100306 BARNARD, LARRY	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	879.00
					<b>Total :</b>	<b>879.00</b>
233353	11/1/2023	100346 BELDEN, KENNETH M.	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,342.00
					<b>Total :</b>	<b>1,342.00</b>
233354	11/1/2023	892233 BUZZELL, CAROL	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	148.68
					<b>Total :</b>	<b>148.68</b>
233355	11/1/2023	891350 CALZADA, FRANK	23-Nov		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233355	11/1/2023	891350 CALZADA, FRANK	(Continued)		001-180-0000-4127	448.36
					<b>Total :</b>	<b>448.36</b>
233356	11/1/2023	100642 CASTRO, RICO	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,834.18
					<b>Total :</b>	<b>1,834.18</b>
233357	11/1/2023	103816 CHAVEZ, ELENA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	587.29
					<b>Total :</b>	<b>587.29</b>
233358	11/1/2023	100752 COLELLI, CHRISTIAN	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06
					<b>Total :</b>	<b>1,811.06</b>
233359	11/1/2023	891014 CREEKMORE, CASIMIRA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
233360	11/1/2023	893711 DAVIS, JAMES	23-Nov		CALPERS HEALTH REIMB 072-180-0000-4127	1,534.22
					<b>Total :</b>	<b>1,534.22</b>
233361	11/1/2023	100913 DECKER, CATHERINE	23-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	269.02
					<b>Total :</b>	<b>269.02</b>
233362	11/1/2023	100925 DELGADO, RALPH	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	448.36
					<b>Total :</b>	<b>448.36</b>
233363	11/1/2023	101667 DIAZ, EVELYN	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	784.00
					<b>Total :</b>	<b>784.00</b>
233364	11/1/2023	100960 DIEDIKER, VIRGINIA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02

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## SPECIAL CHECKS

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Voucher List  
 CITY OF SAN FERNANDO

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
233364	11/1/2023	100960 100960 DIEDIKER, VIRGINIA	(Continued)			Total : 269.02	
233365	11/1/2023	100996 DRAKE, JOYCE	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02	
233366	11/1/2023	100995 DRAKE, MICHAEL	23-Nov		CALPERS HEALTH REIMB 072-180-0000-4127 070-180-0000-4127	134.51 134.51 Total : 269.02	
233367	11/1/2023	100997 DRAPER, CHRISTOPHER	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06 Total : 1,811.06	
233368	11/1/2023	101044 ELEY, JEFFREY	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00 Total : 1,949.00	
233369	11/1/2023	891040 FISHKIN, RIVIAN	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25	
233370	11/1/2023	101178 FLORES, ADRIAN	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.58 Total : 1,325.58	
233371	11/1/2023	101182 FLORES, MIGUEL	23-Nov		CALPERS HEALTH REIMB 043-180-0000-4127	1,325.58 Total : 1,325.58	
233372	11/1/2023	892103 GAJDOS, BETTY	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 Total : 132.25	
233373	11/1/2023	894378 GARCIA, BERTHA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	603.64	
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Voucher List  
 CITY OF SAN FERNANDO

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Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
233373	11/1/2023	894378 894378 GARCIA, BERTHA	(Continued)			Total : 603.64		
233374	11/1/2023	891351 GARCIA, DEBRA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,856.80 Total : 1,856.80		
233375	11/1/2023	101281 GARIBAY, SAUL	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	2,280.31 Total : 2,280.31		
233376	11/1/2023	101318 GLASGOW, KEVIN	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,811.06 Total : 1,811.06		
233377	11/1/2023	891020 GLASGOW, ROBERT	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	314.00 Total : 314.00		
233378	11/1/2023	101333 GODINEZ, FRAZIER C.	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,768.55 Total : 1,768.55		
233379	11/1/2023	101409 GUERRA, LAUREN E	23-Nov		CALPERS HEALTH REIMB 072-180-0000-4127	587.29 Total : 587.29		
233380	11/1/2023	891021 GUIZA, JENNIE	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 Total : 269.02		
233381	11/1/2023	102896 GUZMAN, ROSA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 Total : 587.29		
233382	11/1/2023	891352 HADEN, SUSANNA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	603.64 Total : 603.64		
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Voucher List

CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233383	11/1/2023	101440 HALCON, ERNEST	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,342.00 <b>1,342.00</b>
233384	11/1/2023	891918 HARTWELL, BRUCE	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 <b>689.04</b>
233385	11/1/2023	101465 HARVEY, DAVID	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 <b>132.25</b>
233386	11/1/2023	101466 HARVEY, DEVERY MICHAEL	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,444.00 <b>1,444.00</b>
233387	11/1/2023	101471 HASBUN, NAZRI A.	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 <b>587.29</b>
233388	11/1/2023	891023 HATFIELD, JAMES	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 <b>689.04</b>
233389	11/1/2023	892104 HERNANDEZ, ALFONSO	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 <b>689.04</b>
233390	11/1/2023	891024 HOOKER, RAYMOND	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>269.02</b>
233391	11/1/2023	893616 HOUGH, LOIS	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	148.68 <b>148.68</b>
233392	11/1/2023	101597 IBRAHIM, SAMIR	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	415.50

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Voucher List

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233392	11/1/2023	101597 101597 IBRAHIM, SAMIR	(Continued)			<b>415.50</b>
233393	11/1/2023	101694 JACOBS, ROBERT	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	879.00 <b>879.00</b>
233394	11/1/2023	892105 KAHMANN, ERIC	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	415.50 <b>415.50</b>
233395	11/1/2023	101786 KLOTZSCHE, STEVEN	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	448.36 <b>448.36</b>
233396	11/1/2023	891866 KNIGHT, DONNA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	123.03 <b>123.03</b>
233397	11/1/2023	892929 LEWIS, WANDA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>269.02</b>
233398	11/1/2023	891043 LIEBERMAN, LEONARD	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	132.25 <b>132.25</b>
233399	11/1/2023	101933 LITTLEFIELD, LESLEY	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>269.02</b>
233400	11/1/2023	102045 LLAMAS-RIVERA, MARCOS	23-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	1,361.42 <b>1,361.42</b>
233401	11/1/2023	102059 MACK, MARSHALL	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	587.29 <b>587.29</b>

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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
233402	11/1/2023	891010 MAERTZ, ALVIN	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	397.06	
						Total :	397.06
233403	11/1/2023	888037 MARTINEZ, ALVARO	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	2,224.72	
						Total :	2,224.72
233404	11/1/2023	102206 MILLER, WILMA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02	
						Total :	269.02
233405	11/1/2023	102212 MIRAMONTES, MONICA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	555.22	
						Total :	555.22
233406	11/1/2023	102232 MIURA, HOWARD	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02	
						Total :	269.02
233407	11/1/2023	892106 MONTAN, EDWARD	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	148.68	
						Total :	148.68
233408	11/1/2023	102365 NAVARRO, RICARDO A	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	448.36	
						Total :	448.36
233409	11/1/2023	102473 ORDELHEIDE, ROBERT	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,878.60	
						Total :	1,878.60
233410	11/1/2023	102483 OROZCO, ELVIRA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	148.68	
						Total :	148.68
233411	11/1/2023	102486 ORSINI, TODD	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	2,039.79	
							Page: 7

vchlist  
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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
233411	11/1/2023	102486 102486 ORSINI, TODD	(Continued)			Total :	2,039.79
233412	11/1/2023	102569 PARKS, ROBERT	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00	
						Total :	1,949.00
233413	11/1/2023	102580 PATINO, ARMANDO	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,949.00	
						Total :	1,949.00
233414	11/1/2023	102527 PISCITELLI, ANTHONY	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	448.36	
						Total :	448.36
233415	11/1/2023	891033 POLLOCK, CHRISTINE	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	314.00	
						Total :	314.00
233416	11/1/2023	102735 QUINONEZ, MARIA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,358.28	
						Total :	1,358.28
233417	11/1/2023	891034 RAMSEY, JAMES	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	852.90	
						Total :	852.90
233418	11/1/2023	102864 RIVETTI, DOMINICK	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	879.00	
						Total :	879.00
233419	11/1/2023	102936 RUELAS, MARCO	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,856.80	
						Total :	1,856.80
233420	11/1/2023	102940 RUIZ, RONALD	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	587.29	
						Total :	587.29
							Page: 8

## SPECIAL CHECKS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233421	11/1/2023	891044 RUSSUM, LINDA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	132.25
					Total :	132.25
233422	11/1/2023	103005 SALAZAR, TONY	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.58
					Total :	1,325.58
233423	11/1/2023	103118 SENDA, OCTAVIO	23-Nov		CALPERS HEALTH REIMB 043-180-0000-4127	1,768.55
					Total :	1,768.55
233424	11/1/2023	892107 SHANAHAN, MARK	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	415.50
					Total :	415.50
233425	11/1/2023	891035 SHERWOOD, NINA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
233426	11/1/2023	103175 SKOBIN, ROMELIA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,272.92
					Total :	1,272.92
233427	11/1/2023	893677 SOLIS, MARGARITA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	517.13
					Total :	517.13
233428	11/1/2023	103220 SOMERVILLE, MICHAEL	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,449.00
					Total :	1,449.00
233429	11/1/2023	103394 TORRES, RACHEL	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
233430	11/1/2023	889588 UFANO, VIRGINIA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	132.25

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10/26/2023 4:33:50PMVoucher List  
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233430	11/1/2023	889588 889588 UFANO, VIRGINIA	(Continued)			Total : 132.25
233431	11/1/2023	103516 VAIRO, ANTHONY	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,449.00
					Total :	1,449.00
233432	11/1/2023	888417 VALDIVIA, LAURA	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02
					Total :	269.02
233433	11/1/2023	103550 VANICEK, JAMES	23-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	1,358.28
					Total :	1,358.28
233434	11/1/2023	103562 VASQUEZ, JOEL	23-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	1,949.00
					Total :	1,949.00
233435	11/1/2023	888562 VILLALPANDO, SEBASTIAN FRANK	23-Nov		CALPERS HEALTH REIMB 070-180-0000-4127	415.50
					Total :	415.50
233436	11/1/2023	103692 VILLALVA, FRANCISCO	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	1,768.55
					Total :	1,768.55
233437	11/1/2023	891038 WAITE, CURTIS	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	689.04
					Total :	689.04
233438	11/1/2023	103612 WALKER, MICHAEL	23-Nov		CALPERS HEALTH REIMB 027-180-0000-4127	210.90
					Total :	210.90
233439	11/1/2023	103620 WARREN, DALE	23-Nov		CALPERS HEALTH REIMB 072-180-0000-4127	132.25
					Total :	132.25

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## SPECIAL CHECKS

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
233440	11/1/2023	891036 WATT, DAVID	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 <b>689.04</b>
233441	11/1/2023	893690 WATTS, STEVE M.	23-Nov		CALPERS HEALTH REIMB 072-180-0000-4127	886.89 <b>886.89</b>
233442	11/1/2023	891037 WEBB, NANCY	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>269.02</b>
233443	11/1/2023	103643 WEDDING, JEROME	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 <b>689.04</b>
233444	11/1/2023	103727 WYSBEEK, DOUDE	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	269.02 <b>269.02</b>
233445	11/1/2023	103737 YNIGUEZ, LEONARD	23-Nov		CALPERS HEALTH REIMB 001-180-0000-4127	689.04 <b>689.04</b>
100 Vouchers for bank code : bank3						<b>Bank total : 82,182.21</b>
100 Vouchers in this report						<b>Total vouchers : 82,182.21</b>

Voucher Registers are not final until approved by Council.

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Erika Ramirez, Director of Community Development  
Kenya Marquez, Housing Coordinator

**Date:** November 6, 2023

**Subject:** Consideration to Approve a Memorandum of Understanding with Home Again Los Angeles to Provide Community Resource Support Through the City's Business and Community Resource Center

**RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) (Attachment "A" – Contract No. 2208) between the City and Home Again Los Angeles (HALA) to provide community resources and support at the City's Business and Community Resource Center; and
- a. Authorize the City Manager to make non-substantive changes and execute all related documents.

**BACKGROUND:**

1. On February 16, 2021, the City Council established a Homelessness Ad Hoc Committee (Councilmembers Montañez and Rodriguez) to work with a City Homeless Task Force (HTF) comprised of staff from Administration, Community Development, Police, Public Works and Recreation and Community Services departments to develop policy recommendations in addressing homelessness in San Fernando, including but not limited to, the review of consultants that would prepare a Homelessness Action Plan.
2. On April 18, 2022, the City Council adopted Resolution No. 8138 approving a Housing Coordinator position to re-establish and administer the City's low-income assistance home loan programs, establish and administer other loan and grant programs, and implement the Homelessness Action Plan and policies to support unsheltered and under housed individuals and families.

3. On June 6, 2022, the City Council adopted Resolution No. 8153 approving the sixth cycle 2021-2029 Housing Element, which contains policies focused on people experiencing homelessness and people at-risk of experiencing homelessness; a special needs population in San Fernando.
4. On September 6, 2022, the City Council adopted Resolution No. 8164 approving the City of San Fernando Homelessness Action Plan, a comprehensive strategy to address homelessness over the next five years.
5. On March 6, 2023, the City Council adopted Resolution No. 8217 approving a job specification for a Social Services Coordinator.
6. On April 17, 2023, the City Council approved a Contract Services Agreement with North Valley Caring Services, in an amount not-to-exceed \$175,000, for street outreach for individuals experiencing homelessness.
7. On June 20, 2023, the City Council adopted the Fiscal Year (FY) 2023-2024 Budget that included establishing a new Business and Community Resource Center at City Hall to assist residents and businesses with available technical and financial resources to help improve the quality of life for residents, businesses, and visitors of San Fernando.

#### **ANALYSIS:**

In the FY 2023-2024 Adopted Budget, the City approved the creation of the Business and Community Resource Center at City Hall. In August 2023, staff began the transformation of the former United States Postal Service Federal Credit Union office into the new Business and Community Resource Center ("Resource Center"). The Resource Center is staffed by the Deputy City Manager/Economic Development, Housing Coordinator, and Social Services Coordinator. Establishment of the Resource Center supports the City's 2022-2026 Citywide Strategic Goals of prioritizing community well-being and cultivating a robust local economy (Goal I, *Focus on Community First*; Goal II, *Cultivating a Stronger Local Economy*). The Resource Center is a link for residents, businesses, and other City stakeholders to diverse services, essential resources, and collaborative opportunities. The Resource Center also plays a key role in measuring progress on the Homelessness Action Plan, collecting data and providing valuable feedback to the City Council, enabling informed decision-making, and the continuous adaptation of strategies to achieve the City's overarching goals.

As part of the implementation of the Homeless Action Plan adopted by the City Council in 2022, and to enhance the services offered from the Resource Center for unhoused or under housed community members, staff has explored a partnership with Home Again LA (HALA). HALA is a non-profit homeless service provider whose mission is to assist families experiencing



homelessness gain independence by transitioning to permanent housing and securing employment with the support of the community. HALA is currently operating at three locations: a Resource Center in Burbank, a shelter in Burbank, and a Resource Center in Glendale. In 2022-2023, HALA provided aid to over 600 households throughout the San Fernando Valley. Households were provided temporary shelter, access to motels, case management, funding for eviction prevention, security deposits, educational workshops and much more. Through the proposed partnership as set forth in the MOU, HALA aims to extend the same support to families and individuals at risk of or experiencing homelessness in the City of San Fernando, with no cost to the City.

#### Scope of Services.

HALA will collaborate closely with the City to bolster its capacity in providing services and resources to families and individuals who are at risk of or experiencing homelessness. The primary goal is to prevent homelessness and address the root causes of homelessness by offering a diverse range of services and programs. The MOU between HALA and the City establishes the terms and conditions of the partnership. The Scope of Services (Attachment "A" Exhibit "A") outlines a comprehensive understanding of the collaboration between HALA and the City, with a shared commitment to address homelessness in the community. The partnership between HALA and the City will be in effect for an initial period of one year, with the option to renew for two additional one-year periods, based on mutual agreement and available funding.

#### *Services to be provided:*

##### 1. Prevention:

- HALA will make prevention programs available for San Fernando residents who are facing a financial hardship that may lead to evictions. HALA will leverage its existing programs such as:
  - a. United Way Rental Relief Program. This program pays landlords whose households qualify with up to three months of funding for rental arrears.
  - b. SoCal Gas Program. HALA is the subcontractor for SoCal Gas that will help qualifying San Fernando residents receive up to \$500 of credit on their gas bill to cover debt.
  - c. Social Service Benefits. HALA is a County of Los Angeles Department of Public Social Services (DPSS) hub; thus, they are able to submit applications on behalf of San Fernando residents applying for Cal-Fresh, CalWORKs (Family), General Relief (Individuals).
  - d. Metro Program. HALA collaborates with Metro and helps residents apply for TAP cards, which may include one year's worth of discounts for the TAP cards and taxi vouchers.

2. Educational Workshops:

- HALA will provide educational workshops that focus on financial literacy, job skills and overall life skills. These workshops target extremely low to moderate income households. Workshops are led by non-profit and corporate partners whose mission is to build opportunities for residents.

3. Community Wide Events:

- HALA will organize a Community Resource Fair for the residents of San Fernando that aims at bringing together 20-30 agencies that offer resources on such topics as securing employment, accessing health care, childcare, or mental health, attaining housing among others. Community Resource Fairs have proven to be successful for HALA in bringing together the community and provide valuable resources that enhance the quality of life for the unhoused or those living in poverty.

4. Housing Programs:

- HALA will provide housing programs to the City's unhoused population. For the past eight years HALA has collaborated with local governments and implemented rapid rehousing programs; a 12-month program that links the unhoused to housing and provides rental subsidies. Housing is HALA's number one priority for all households and its various existing programs include program navigation, security deposits, and rental assistance.

5. One-on-One Case Management:

- HALA will provide personalized strategic planning for any San Fernando resident who needs support in achieving their goals, whether they are regarding financial stability, housing stability or attaining employment.

*Reporting and Evaluation:*

1. Regular Reporting:

- HALA will provide the City with regular reports summarizing the number of individuals and families served, types of services provided, and outcomes achieved.
- Reports will be submitted quarterly to assess the impact of the partnership.

2. Feedback Mechanism:

- HALA will create and implement a feedback mechanism to gather input from the community about the services offered.
- Feedback will be used to continuously improve the quality and relevance of the services provided.

Through the proposed partnership with HALA, the intention is to enhance the City's capacity to prevent homelessness and address its root causes. This will be achieved by facilitating access to

resources, such as public social service programs and services, hosting workshops and community events, and case management services.

Next Steps.

Once the MOU is executed, HALA will work with staff to produce informational flyers, brochures, and postcards to advertise HALA's presence and operating hours at the Resource Center.

**BUDGET IMPACT:**

HALA receives grant funding, including Measure H funds through the Los Angeles Homeless Services Authority (LAHSA), and other contributions to sustain its programs which will be used to cover costs associated with this partnership. Services will be offered to residents with no cost to the City or the participants; therefore, there is no budget impact associated with adopting the proposed Memorandum of Understanding for this partnership.

**CONCLUSION:**

It is recommended that the City Council approve the MOU (Attachment "A" – Contract No. 2208) between the City and HALA to provide community resources and support at the City's Business and Community Resource Center.

**ATTACHMENT:**

- A. Contract No. 2208, including:
  - Exhibit A: Scope of Services

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SAN FERNANDO AND HOME AGAIN LOS ANGELES**

This Memorandum of Understanding (“MOU”) is entered into this 6<sup>th</sup> day of November, 2023 (“Effective Date”), by and between the City of San Fernando (“City”) and Home Again Los Angeles (“HALA”), a Section 501 (c)(3) nonprofit organization. City and HALA are sometimes individually referred to as “Party” and collectively as “Parties.”

**WHEREAS**, the City is a California municipal corporation organized and existing under the laws of the State of California; and

**WHEREAS**, the City is in the process of implementing its Homelessness Action Plan, a five-year comprehensive strategy to develop the City’s capacity to prevent and end homelessness, support individuals and families who are unsheltered or at risk of experiencing homelessness and address its root causes; and

**WHEREAS**, HALA is a section 501 (c)(3) nonprofit homeless service provider whose mission is to assist families experiencing homelessness gain independence by transitioning to permanent housing and securing employment with the support of the community; and

**WHEREAS**, HALA will provide its services at no cost to individuals and families experiencing homelessness or at risk of homelessness located within the City’s jurisdiction, which services and programming shall include prevention programs, educational workshops, community wide events, housing programs, and one-on-one case management (the “Program”); and

**WHEREAS**, the Parties desire to enter into this MOU to establish the partnership between the Parties to implement the Program within the City’s Business and Community Resource Center (“Resource Center”).

**NOW, THEREFORE**, it is mutually understood and agreed by the Parties as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated into and made a part of this MOU.
2. **TERM.** This MOU shall commence on the Effective Date and terminate one (1) year thereafter (“Term”), with an option to extend the term for two (2) additional one (1) year periods, unless terminated earlier. The City Manager, in their reasonable discretion, is authorized to exercise the City’s extension options administratively, pursuant to Section 2.C.

- A. Amendments:** This MOU may be amended with the approval of both parties, in writing, provided both parties sign the revised agreement. A modification request must be presented, in writing, thirty (30) days prior to effective date.
- B. Termination:** Either party may terminate its participation in this MOU without cause by providing a 30-day written notice by a nationally recognized overnight delivery service with delivery to, personal service at, or mail to, the addresses identified herein. The thirty (30) days will begin on the date of personal service, the date placed with the overnight delivery service or the date of mailing as applicable.
- C. Extension:** This MOU may be extended by written agreement between both parties, provided such agreement is signed by both parties prior to the termination date and contains the following:

  - i. A statement of intent to continue the provisions of the MOU;
  - ii. Revised effective and termination dates and
  - iii. Dated signature of the signatory's designee
- 3. NO PAYMENT OF OR FUNDING BY CITY FUNDS.** HALA recognizes and agrees that City shall have no obligation to provide City funds in support HALA's Program or HALA's use of City facilities or perform any fundraising services or activities on behalf of HALA.
- 4. USE OF CITY FACILITIES.** City shall permit HALA's use of the Resource Center and other City parks, rooms and buildings ("City Facilities") upon HALA's prior written request subject to availability to use any such City Facility to conduct the Program for individuals and families experiencing homelessness or at risk of homelessness located within the City's jurisdiction. City shall waive facility use fees for HALA's use of City Facilities for activities and services provided by or through the Program. City reserves the right to designate or redesignate which City Facilities may be used by HALA in the performance of its duties and responsibilities under this MOU. Nothing in this MOU shall be interpreted to grant any license or leasehold interest in the City Facilities to HALA.
- 5. HALA'S SCOPE OF SERVICES.** HALA shall be responsible for Program implementation, administration and oversight, as further described in the Scope of Services as outlined in **Exhibit A** attached to this MOU and incorporated herein by reference.
- 6. INDEMNIFICATION:** To the fullest extent permitted by law, HALA agrees to indemnify, defend and hold free and harmless the City and City's elected or appointed officials, officers, employees, agents and volunteers from, any and all actions, claims, damages to persons or property, penalties, obligations, costs (including reasonable attorneys' fees) or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization, arising out of, caused by or related to the services provided by HALA under this MOU, as well as the willful misconduct or negligent acts, errors or omissions of HALA, its agents, employees, volunteers, or invitees, including each person

or entity responsible for the provision of services hereunder. HALA's duty to indemnify, defend and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the City, or the City's elected or appointed officials, officers, employees, agents, and volunteers. This provision shall survive the expiration or termination of this MOU.

- 7. LIMITATION OF CITY LIABILITY.** In no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this MOU or the services performed in connection with this MOU.
- 8. TAXES.** HALA shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning HALA or any employee of HALA and shall further indemnify, pay for the defense of, and hold harmless City of and from any such payment or liability arising out of or in any manner connected with HALA's performance under this MOU.
- 9. INSURANCE.** At its sole expense, HALA shall procure and keep in force full and adequate insurance coverage of all of its operations pursuant to this MOU as set forth below, and "City of San Fernando" shall be named as an additional insured on policies providing coverage for subsections 9(a) and 9(c) below:
  - (a) Commercial General Liability: (1986 ISO form or later) with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis.
  - (b) Auto Liability (including owned, hired and non-owned autos): \$1,000,000 combined single limit (each accident).
  - (c) Worker's Compensation and Employer's Liability: Statutory California State limits. These coverages and limits are to be considered minimum requirements under this MOU and in no way limit the liability of HALA.

Prior to start of work under this MOU, HALA shall file with City evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s). Coverage on all required policies may not be canceled, amended, terminated, or otherwise modified without no less than 30-days advance written notice to the City.

- 10. NOTICES.** Any notice required or permitted to be given under this MOU shall be in writing and shall be deemed to have been delivered, if hand delivered or deposited with a reputable overnight courier (such as Federal Express, UPS, DHL, or similar courier), postage prepaid, return receipt required, or three (3) business days after deposit into U. S. Mail,

certified or registered, postage prepaid and return receipt requested, and shall be addressed as follows, unless otherwise notified in writing of change of address:

**IF TO CITY:**

City of San Fernando  
Attn: Community Development Department  
117 Macneil St.  
San Fernando, CA. 91340  
Phone: (818) 898-1227  
Email: communitydevelopment@sfcity.org

**IF TO HOME AGAIN LA:**

Home Again LA  
Attn: Albert Hernandez, CEO  
P.O. Box 7151  
Burbank, CA. 91510  
Phone: (818) 562-7778  
Email: Albert@HomeAgainLA.org

**11. MISCELLANEOUS.**

- A. Assignment Prohibited. HALA shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this MOU or any rights, duties or obligations of HALA hereunder without the prior written consent of City. A change of ownership or control of HALA or a sale or transfer of substantially all of the assets of HALA shall be deemed an assignment for purposes of this MOU.
- B. 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 MOU.
- C. Governing Law and Venue. This MOU 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.
- D. 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 MOU inure exclusively to the Parties.
- E. Construction of MOU. This MOU shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this MOU together through a process of negotiation and with the advice of their respective attorneys.
- F. Severability. If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

- G. Amendment; Modification. No amendment, modification or supplement of this MOU 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.
- H. 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 MOU.
- I. Inconsistencies or Conflicts. In the event of any conflict or inconsistency between the provisions of this MOU and any of the exhibits attached hereto, the provisions of this MOU shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed on the day and year first appearing in the paragraph preceding the recitals.

**CITY OF SAN FERNANDO**

**HOME AGAIN LA**

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

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

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

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

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

**APPROVED AS TO FORM**

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

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

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



## EXHIBIT A

### SCOPE OF SERVICES

#### **Program Background:**

HALA is proposing supporting the City of San Fernando by tackling the various objectives developed in the city's Homeless Action Plan adopted in September 2022. Home Again LA may provide an array of services that would best be utilized for those experiencing homelessness or at risk of homelessness. Our services we intend to operate will aim to increase the capacity at which the City will best prevent homelessness while tackling the root causes of homelessness.

- a. **PREVENTION:** Home Again LA will make available prevention programs for San Fernando residents who are facing a financial hardship that may lead to evictions. Home Again LA will leverage its existing programs such as our United Way Rental Relief Program which pays landlords whose households qualify with up to three months of funding for rental arrears. In addition, Home Again LA is the subcontractor for SoCal Gas that will help San Fernando residents receive up to \$500 of credit on their gas bill to cover debt. Furthermore, Home Again LA is a DPSS hub thus we are able to submit applications on behalf of San Fernando residents applying for Cal-Fresh, CalWORKs (Family), General Relief (Individuals). Lastly, Home Again LA has collaborates with Metro and helps residents apply for TAP cards which may include 1 years' worth of discounts for the TAP cards and taxi vouchers.
- b. **EDUCATIONAL WORKSHOPS:** Home Again LA may provide educational workshops that focus on financial literacy, job skills and overall life skills. These workshops target extremely low to moderate income households who need resources to lift them out of poverty. Our workshops are led by nonprofit and corporate partners whose mission is to build opportunities for residents.
- c. **COMMUNITY WIDE EVENTS:** Home Again LA may provide the coordination of a Community Resource Fair for the residents of San Fernando. Our organization has developed community resource fairs in which we bring together 20-30 agencies who provide all populations in the city with resources on securing employment, accessing health care, accessing childcare, attaining housing, accessing mental health and more. A Community Resource Fair is an excellent method to bring together the community and provide valuable resources that enhance the quality of life for the unhoused or those living in poverty.
- d. **HOUSING PROGRAMS:** Home Again LA may provide housing programs to the City of San Fernando unhoused population. For the past eight years Home Again LA has collaborated with local government and implemented rapid rehousing programs; a 12-month program that links the unhoused to housing and provides rental subsidies. Housing is our number one priority for all households and our various existing programs may program navigation, security deposits, and rental assistance.

Above all it is important that Home Again LA provide one on one Case Management.

**Primary purpose:** The purpose of the One-on-One Case Management component is to provide personalized strategic planning for any San Fernando resident who needs support in achieving their goals, whether they are regarding financial stability, housing stability or attaining employment.

**Description of One-on-One Case Management:** One-on-One case management is the act of meeting between a trained and compassion case manager and a client who needs assistance pertaining to any of the objectives of our organization. The case manager will complete an intake application, assess the needs of the client and the client's family, when appropriate, and arranges, coordinates, evaluations, and advocates for the package of multiple services to meet the specific needs of the client.

Our case manager will meet with all interested clients who need assistance and from those meetings the two will develop a personalized strategic plan with benchmarks and projected outcomes to help the client attain their goals. It's the time and act of empathy that many clients need and value during this process. In many cases our one-on-one case management sessions will last 30 minutes to 90 minutes, depending on the need of the client.

Above all, the significance of this component is to listen and to provide quality advice that leads to financial, housing and employment stability.

**Key Topics discussed during One-on-One Case Management include:**

1. Creating a Financial Plan to focus on increasing income and saving income,
2. Developing a Housing Plan focusing on maintaining housing,
3. Receive one on one consultation and training that leads to employment procurement.

**Program Target Populations:**

1. Homelessness households residing in San Fernando; and
2. Lower income households at risk of homelessness, including but not limited to:
  - a. Emancipated youth and young adults
  - b. Older adults with limited income
  - c. Families with children
  - d. Other income eligible households in the City of San Fernando.



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**To:** Mayor Celeste T. Rodriguez and Councilmembers

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

**Date:** November 6, 2023

**Subject:** Consideration to Approve a Memorandum of Understanding with the San Fernando Police Officers' Association

**RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (Attachment "A" – Contract No. 2210) between the City of San Fernando and the San Fernando Police Officers' Association for a four and half-year term (January 1, 2024 through June 30, 2028); and
- b. Authorize the City Manager to finalize the languages for Articles 2.04, 7.01, 10.01 and 19.01 of the Memorandum of Understanding with SFPOA; make non-substantive corrections, and execute all related documents.

**BACKGROUND:**

1. On September 23, 2019, the City and San Fernando Police Officers' Association (SFPOA) executed a five-year Memorandum of Understanding (MOU) for the term of July 1, 2019 through June 30, 2024 (Contract No. 1932).
2. On August 19, 2022 and February 6, 2023, the City and SFPOA executed Side Letter Agreements (Contract Nos. 1932(a and b) to implement temporary changes to the standard patrol schedule in consideration of the staffing deficiencies, and to minimize the need for patrol officers to work 18-hour shifts.
3. On August 22, 2023, the City and SFPOA met to begin negotiations for a successor MOU. The City and SFPOA met regularly between August 2023 and October 2023.
4. On October 18, 2023, the two parties reached a tentative agreement for a successor MOU (Attachment "A").

## ANALYSIS:

A MOU with a bargaining unit, i.e. SFPOA, serves to establish and regulate the terms and conditions of employment for police officers. It may cover matters such as compensation, job security, grievance procedures, disciplinary processes, working conditions, and training. These agreements provide a structured framework for resolving workplace disputes and ensuring that bargaining unit members are treated fairly and consistently, while also delineating the rights and responsibilities of both the City and SFPOA.

After meeting on multiple occasions, the City and SFPOA have tentatively agreed to a new MOU (Attachment "A"). The MOU addresses the following key issues: 1) adjusts Police Officer salary to be more competitive with surrounding agencies for new hires; 2) increases the defined contribution retiree medical insurance benefit as an incentive to attract new employees; 3) makes relatively minor changes to the provision of a number of ancillary benefits, such as uniform allowance, holiday pay, short/long term disability, and Flexible Spending Account; and 4) continues to maintain the City's health insurance contribution, which is capped at the third most expensive CALPERS monthly plan premium.

The most significant new terms are highlighted below:

1. Term: Four and half-year MOU covering the period January 1, 2024 through June 30, 2028.
2. Salary:
  - January 1, 2024: 4.0%
  - July 1, 2024: 4.0%
  - July 1, 2025: 5.0%
  - July 1, 2026: 5.0%
  - July 1, 2027: 4.0%

*There is no change to the classic members' existing 4.0% contribution toward the City's CalPERS pension costs or the City's contribution toward medical premiums.*

3. Retiree Health Savings: Effective January 1, 2024, the City shall increase the Retiree Health Savings contribution for eligible employees from \$150 per month to \$150 per pay period.
4. Short-term/Long-term Disability (STD/LTD): Effective January 1, 2024, the City shall remove unit members from the City's STD/LTD insurance, and transmit \$80 per unit member to the SFPOA to provide STD/LTD insurance to their respective members.
5. Flexible Spending Account: Effective January 1, 2024, the City shall establish a Flexible Spending Account (FSA) program, which will be funded solely by employees who voluntarily choose to participate and contribute.

6. Uniform Allowance: Effective January 1, 2024, the City shall increase the City-paid annual uniform allowance from \$800 to \$960, and provide one all-weather jacket every five years.
7. Holiday Pay: Effective January 1, 2024, the City shall agree to add Juneteenth (June 19) as a recognized City-paid holiday.
8. Pre-employment Contract: Effective January 1, 2024, pre-employment contracts shall be limited to pre-academy recruits only, and reduced from 36 months to 24 months. Reimbursable costs shall include academy tuition, housing (if applicable), and any equipment not returned in good condition upon separation.

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

#### **BUDGET IMPACT:**

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

<b>Fiscal Year</b>	<b>General Fund</b>	<b>Retirement Fund</b>
2023-2024 Additional Cost (4%)	\$ 200,000	\$ 29,000
2024-2025 Additional Cost (4%)	\$ 168,000	\$ 29,000
2025-2026 Additional Cost (5%)	\$ 218,500	\$ 38,000
2026-2027 Additional Cost (5%)	\$ 229,000	\$ 38,000
2027-2028 Additional Cost (4%)	\$ 192,500	\$ 31,700

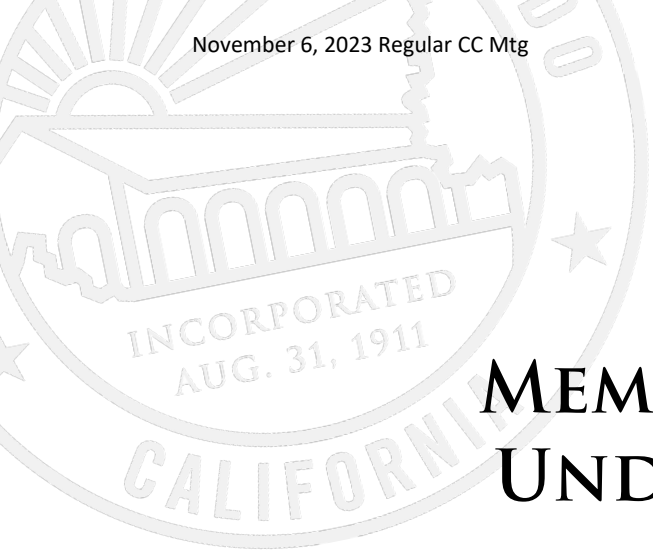
Sufficient contingency funds have been included in the Fiscal Year 2023-2024 Adopted Budget to cover the additional cost.

#### **CONCLUSION:**

It is recommended that the City Council approve a MOU (Attachment "A" – Contract No. 2210) between the City and the SFPOA for a four and half-year term (January 1, 2024 through June 30, 2028); and authorize the City Manager to make non-substantive corrections and execute all related documents.

#### **ATTACHMENT:**

- A. Contract No. 2210, including:  
Exhibit "A" – SFPOA Salary Schedule – FY 2024-2028



# MEMORANDUM OF UNDERSTANDING (MOU)

**San Fernando  
Police Officers' Association  
(SFPOA)**



**City of San Fernando  
(City)**

**MOU TERM**

January 1, 2024 – June 30, 2028

**CITY CONTRACT NO.**

2210

**ADOPTION DATE**

November 6, 2023



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**20.01 PUBLICATION OF AGREEMENT 21**

## **ARTICLE 1 INTRODUCTION**

### **1.01 PREAMBLE**

This Memorandum of Understanding (“MOU”), by and between the San Fernando Police Officers’ Association, (the “Association”), and the City of San Fernando (the “City”) (collectively referred to herein as “the parties”) has, as its purpose, the promotion of fair and harmonious relations between the City and the Association and its members, the establishment of a fair, just, equitable, and peaceful procedure for the resolution of problems and differences, and the establishment of wages, hours, and working conditions and other conditions of employment that impact the employees within this bargaining unit.

### **1.02 RECOGNITION**

The City recognizes the Association as the exclusive bargaining representative of the employees in this unit, subject to the right of an employee to self-representation. The term “employee” or “employees” is used in this MOU to refer to those employees in the classifications of Police Officer, Sergeant, and such other classifications within ranks as may, from time to time, be added to the unit by the City.

### **1.03 IMPLEMENTATION**

This MOU constitutes the parties’ joint recommendation. This MOU shall be binding upon the parties, whenever the following conditions are satisfied:

1. The Association has notified the City Council that the Association has formally approved this MOU in its entirety; and
2. The City Council has approved and adopted this MOU in its entirety.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, such ordinance, rule, regulation, etc. will provide for an effective date the same as provided for in this MOU or make other equivalent provisions therefore.

The parties agree that any City resolutions, ordinances, rules, regulations or practices that conflict with this MOU and its provisions are subordinate to this MOU, and where conflicts exist this MOU shall prevail.

### **1.04 PROVISIONS OF LAW AND SEVERABILITY**

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws.

If any Article, part, or provision of this MOU conflicts with or is inconsistent with applicable provisions of federal, state or local law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision shall be suspended or superseded by such applicable law or regulation, and the remainder of the MOU shall not be affected thereby.

#### **1.05 DURATION**

This MOU shall be effective beginning 12:00 am on January 1, 2024, and shall terminate at 11:59 pm on June 30, 2028.

On or about April 1, 2028, the Association may present a written proposal to the City on all matters that would affect the City's next succeeding fiscal budget including, but not limited to salaries, fringe benefits, and other cost item conditions of employment with the City. The parties shall begin meeting and conferring in good faith within thirty (30) days of the Association's presentation of its proposal.

All of the current terms and conditions in the MOU shall remain in effect until either a successor agreement is reached between the parties or a specific expiration date is otherwise provided for in this MOU.

#### **1.06 CITY RIGHTS**

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

#### **1.07 EMPLOYEE RIGHTS**

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and condition of employment. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, retaliated or discriminated against by the City or by any employee organization because of the exercise of these rights.

## **ARTICLE 2     INSURANCE BENEFITS**

### **2.01     MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES**

The City contracts with the California Public Employees' Retirement System (CalPERS) for medical insurance coverage (Medical Insurance Plan). Eligible new hires are covered under the City's Medical Insurance Plan on the first day of the month following enrollment.

The City shall pay the full cost of the employee's selected Medical Insurance Plan, not to exceed the premium costs of the third most expensive plan available at each plan level (i.e., employee, employee+1, and Family) offered by CalPERS for the Los Angeles County region (i.e., Region 3). Such payment shall include the statutory PEMHCA minimum. The maximum City contribution for medical premiums in 2024 shall be as follows:

	January 1, 2024
Employee only:	\$926
Employee + 1:	\$1,863
Family:	\$2,371

An employee who elects to enroll in a medical plan that exceeds the City's contribution for the third highest plan offered shall pay the amount exceeding the City's contribution through automatic pre-tax payroll deductions, as permitted by IRS Code Section 125.

#### **Vision and Dental Insurance**

In addition to medical insurance premiums, the City shall continue to provide fully paid dental and vision coverage for all employees and eligible dependents.

#### **Opt Out**

Unit employees may elect to discontinue participation in the City's Medical Insurance Plan ("Opt Out"), subject to the provisions set forth below. The intent of this provision is to share cost savings that the City will derive as a result of a unit employee canceling City coverage.

1. Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California), and must waive any liability to the City for their decision to cease under the City's medical insurance plan.

2. For employees who opt-out of City medical insurance coverage, the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210 per month) each month into a Retiree Health Savings Account.
3. After electing to Opt Out, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier.
4. For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:
  - a. Receiving the City's contribution for medical insurance, as outlined above, and selecting coverage as a single employee; or
  - b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable, and the remaining employee may opt-out as outlined above.

## **2.02 MEDICAL INSURANCE FOR RETIREES**

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a three (3) tier structure for retiree medical insurance. The City previously adopted a Resolution to implement the retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893. This vesting schedule applies to unit employees initially hired by the City on or after July 1, 2008, the date the Resolution was approved by CalPERS.

1. Retiree Medical Tier I: Employees hired on or before June 30, 2008:
  - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents;
  - b. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Platinum plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or after July 1, 2008, but on or before June 30, 2015:
  - a. If retired on or before December 31, 2012, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents.



- b. If retired on or after January 1, 2013, a percentage of the medical insurance plan premium determined by the vesting schedule set forth in California Government Code Section 22893 for whatever plan is selected by the employee for himself and eligible dependents, except PERS Platinum plan, if the most expensive.
- 3. Tier III: Employees hired on or after July 1, 2015:
  - a. If the employee retires from the City, PEMHCA minimum (currently \$ 157 per month for 2024), in accordance with California Government Code Section 22892.
  - b. Effective beginning the pay period that includes January 1, 2024, , the City will contribute \$150 per pay period into a Retiree Medical Trust Account (RMTA). New employees shall receive the City's contribution to the RMTA effective the first day of the month following their date of hire.

## **2.03 LIFE INSURANCE**

The City shall provide Life and Accidental Death & Dismemberment insurance to each unit employee and pay the required premiums. The benefit of said insurance shall be equal to fifty thousand dollars (\$50,000).

## **2.04 LONG-TERM AND SHORT-TERM DISABILITY INSURANCE**

Beginning January 2024, the City shall pay to the Association a monthly amount that is the product of \$80 times the number of bargaining unit employees and shall report as taxable wages the \$80 for each unit employee. The Association agrees to purchase and pay for long-term and short-term disability benefits on behalf of each unit member. The City will have no responsibility for the administration of such benefits, and the Association shall be solely responsible for securing such benefits.

## **2.05 Flexible Spending Account**

Effective January 1, 2024, the City shall establish a Flexible Spending Account ("FSA") in accordance with the applicable Internal Revenue Code sections to allow employees to pay certain medical expenses pre-tax. This account will be funded solely by employees who voluntarily choose to participate and contribute.

## **ARTICLE 3 RETIREMENT BENEFITS**

### **3.01 RETIREMENT FORMULA**

All employees covered under this MOU shall be members of CalPERS and subject to all applicable provisions of the City's contract with CalPERS, as amended.

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

1. First Tier: "Classic" members hired prior to January 6, 1994 will receive the 3% at 50, highest twelve (12) consecutive months compensation retirement calculation.

Second Tier: "Classic" members hired on or after January 6, 1994 will receive the 3% at 50, highest thirty-six (36) consecutive months average compensation retirement calculation.

Third Tier: "Classic" members hired on or after September 8, 2012 will receive the 3% at 55, highest thirty-six (36) consecutive months average compensation retirement calculation.

Fourth Tier: "New" members hired on or after January 1, 2013 will receive the 2.7% at 57, highest thirty-six (36) consecutive months average compensation retirement calculation.

### **3.02 CALPERS CONTRIBUTIONS**

1. Employer Paid Member Contributions for Classic Members

The City shall pay 9.0% of compensation earnable towards the employee's required CalPERS contribution for "Classic" CalPERS members. This payment shall be treated as a "pick up" of employee contributions pursuant to Internal Revenue Code section 414(h)(2).

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

2. PEPRA Member Contributions

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

### 3. CalPERS Cost Sharing

Classic employees shall pay four percent (4%) as cost sharing, in accordance with California Government Code section 20516(f).

### **3.03 OTHER RETIREMENT BENEFITS**

The City also provides the following retirement benefits:

1. Pre-Retirement Optional Settlement 2 Death Benefit (Gov. Code §21548).
2. For employees who initially entered CalPERS membership before January 6, 1994, up to a 5% Annual Cost-of-Living Allowance, as determined by CalPERS. For employees who initially entered CalPERS membership on or after January 6, 1994, up to a 2% Annual Cost-of-Living Allowance, as determined by CalPERS (Gov. Code §21335).
3. Fourth Level of 1959 Survivor Benefits (Gov. Code §21574).

## **ARTICLE 4 LEAVE BENEFITS**

### **4.01 VACATION LEAVE**

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

The City shall provide for vacation leave to accrue on a payroll-to-payroll basis prorated in accordance with the following rates:

- |   |               |
|---|---------------|
| 1. 90 hours per year for 1 – 4 years of service       | 180 hours cap |
| 2. 135 hours per year for 5 – 14 years of service     | 270 hours cap |
| 3. 180 hours per year for 15 or more years of service | 360 hours cap |

An employee may take vacation leave upon prior approval and in the manner prescribed by the Police Chief, or his/her designee, to the extent accumulated from payroll period to payroll period.

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

An employee shall have the option to transfer unused, accrued vacation leave to his/her compensatory time off (CTO) leave bank at any one time per year selected by the employee, but

in no event shall the employee's CTO bank exceed 100 hours.

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

#### **4.02 HOLIDAY PAY**

In recognition of the fact that employees do not receive holidays as days off, the City shall pay employees, at their Regular Rate of Pay, an additional four (4) hours per pay period, as Holiday-in-Lieu pay. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act (29 U.S.C. §201 *et seq.*). Such holiday pay shall be in recognition of the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Cesar Chavez' Day
6. Memorial Day
7. Juneteenth National Independence Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veterans Day
12. Thanksgiving Day
13. Christmas Day

#### **4.03 SICK LEAVE**

Employees shall accrue 8 hours of sick leave per month (3.692 hours each pay period). Employees may use sick leave only once accrued.

An employee will be allowed to carry over a maximum of eight hundred (800) hours of accrued sick leave from one calendar year to the next. In the last payroll period in December each year, the City shall pay employees for fifty percent (50%) of all accrued sick leave in excess of eight hundred (800) hours at their Regular Rate of Pay.

An employee who retires from City service and who receives an industrial disability pension or a service retirement pension from CalPERS, shall be paid at their Regular Rate of Pay for one fourth (1/4<sup>th</sup>) of their accumulated and unused sick leave, up to a maximum of 173.3 hours paid out (i.e.

1/12<sup>th</sup> of 2,080 hours).

#### **4.04 BEREAVEMENT LEAVE**

In the event of a death in an employee's Immediate Family, the employee shall be entitled to take up to five (5) days of bereavement leave. Employees shall receive three (3) days of paid leave per incident for bereavement purposes. For the remaining two days of bereavement leave, the employee may choose to use any accrued sick leave, vacation leave or compensatory time off or take two unpaid days off.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, child, spouse, or registered domestic partner as permitted by California law, or any person living in the employee's household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted, or foster child, stepchild, legal ward or a child over whom an employee has parental rights.

The City shall authorize employees one (1) paid day off following the death of an extended family member. For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, godparents or godparent equivalent.

The Police Chief may authorize additional days of sick leave for bereavement purposes on an as-needed basis.

#### **4.05 CATASTROPHIC LEAVE DONATION PROGRAM**

Employees will be eligible for catastrophic leave donations pursuant to the City's Catastrophic Leave Donation policy.

#### **4.06 INDUSTRIAL LEAVE**

Industrial injury and illness leaves shall be governed by existing guidelines in the City's "Sick Leave with Pay for Illness or Injury Sustained in the Course of Employment" policy as set forth in the City's existing personnel policy handbook.

If an employee receives Workers' Compensation disability payments to which the employee is not entitled while on Labor Code 4850 leave, the employee shall be obligated to deposit the erroneously paid disability payments with the City for return to the appropriate entity.

## **ARTICLE 5     SALARY**

### **5.01     SALARY**

The Base Salary for each represented unit classification shall be as set forth in Exhibit “A” – Salary Schedule.

Effective on the first day of the first full pay period that includes January 1, 2024, the Base Salary for each represented unit classification shall be increased by four percent (4%)..

Effective on the first day of the first pay period that includes July 1, 2024, the Base Salary for each represented unit classification shall be increased by four percent (4%).

Effective on the first day of the first pay period that includes July 1, 2025, the Base Salary for each represented unit classification shall be increased by five percent (5%).

Effective on the first day of the first pay period that includes July 1, 2026, the Base Salary for each represented unit classification shall be increased by five percent (5%)..

Effective on the first day of the first pay period that includes July 1, 2027, the Base Salary for each represented unit classification shall be increased by four percent (4%).

### **5.02     DEFINITIONS**

As used in this MOU, “Base Salary” means the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pays and non-cash benefits. As used in this MOU, “Regular Rate of Pay” shall be defined in the Fair Labor Standards Act.

### **5.03     CALCULATION OF BENEFITS**

If applicable, benefits that are a percentage of Base Salary will be applied to the employee’s Base Salary only. If an employee is entitled to multiple percentage-based benefits, each benefit will be calculated against Base Salary independently (i.e., benefits will not be compounded).

## **ARTICLE 6     LONGEVITY PAY**

### **6.01     LONGEVITY**

1. The City shall pay longevity to all eligible unit employees as follows:
  - a. Upon completion of the fifth year of continuous service as a sworn employee with the

City, an additional five percent (5%) over and above the Base Salary step for each employee in this category.

- b. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7.5%) over and above the Base Salary step for each employee in this category.
- c. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the Base Salary step for each employee in this category.

## **ARTICLE 7 BILINGUAL PAY**

### **7.01 BILINGUAL**

The City shall provide Bilingual Pay of \$46.15 per pay period to employees that satisfy the following conditions:

- 1. Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
- 2. Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Bilingual Premium.

## **ARTICLE 8 SPECIAL ASSIGNMENT PAYS**

The Special Assignment Pays listed below shall each be applied independently to Base Salary.

### **8.01 FIELD TRAINING OFFICER**

The City shall provide special assignment pay to any sworn employee whom the Department designates as a Field Training Officer (FTO) in the amount of six percent (6%) above his or her Base Salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Training Premium.

## **8.02 MOTOR OFFICER**

The City shall provide special assignment pay to any sworn employee who works as a Motor Officer in the amount of six percent (6%) above that employee's Base Salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Motorcycle Patrol Premium.

## **8.03 CANINE OFFICER**

Employees who are assigned to canine officer detail are entitled to compensation for the off-duty hours spent caring for, cleaning, grooming, feeding and training their canine and maintaining (including cleaning) their canine vehicle/unit. The City and the Association acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to the approximate number of hours per month spent for the performance of canine duties. The Fair Labor Standards Act also allows the City and the Association to agree on appropriate compensation for the performance of canine duties. It is the intent of the City and the Association through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, the City and the Association believe that the following canine pay provision does comply with the requirements of the Fair Labor Standards Act.

The City shall provide special assignment pay to any sworn employee assigned to canine duty in the amount of six percent (6%) above his or her Base Salary. In addition, the City shall pay each canine officer 2 hours of premium overtime compensation each week. This amount recognizes that the time spent off duty to care for, clean, feed, groom and train his or her assigned dog and the maintenance (including cleaning) of his or her assigned vehicle/unit shall be considered hours worked. The City and the Association have analyzed this issue and it has been determined that unit members spend, on average, 20 hours per month performing such work off-duty and that the compensation set forth above is adequate.

To the extent permitted by law, the six percent (6%) special assignment pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Canine Officer/Animal Premium.



#### **8.04 DETECTIVES**

The City shall provide special assignment pay to any sworn employee who works as a Detective in the amount of six percent (6%) above that employee's Base Salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to C.C.R. §571(a)(4) and C.C.R. §571.1(b)(3), Detective Division Premium.

#### **8.05 SCHOOL RESOURCE OFFICER**

The City shall provide special assignment pay to any sworn employee who works as a School Resource Officer in the amount of six percent (6%) above that employee's Base Salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to CCR §571(a)(4) and C.C.R. §571.1(b)(3), D.A.R.E. Premium.

### **ARTICLE 9 POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS**

#### **9.01 POST CERTIFICATE AND EDUCATIONAL INCENTIVE PAYS**

To receive Post Certificate and/or Educational Incentive Pay, employees must present certificates or degrees to the City's Personnel Office for verification and payroll processing. The employee shall be paid effective from the date the certificate or degree was officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

The City shall provide Post Certificate/Educational Incentive Pay as follows:

- Employees with an Intermediate POST certificate will receive an additional four percent (4%) above their Base Salary.
- Employees with an Advanced POST certificate and/or a Bachelor of Arts or Bachelor of Science (BA/BS) Degree will receive an additional four percent (4%) above their Base Salary.
- Employees with a Supervisory POST certificate and/or a Master of Arts or Master of Science (MA/MS) Degree will receive an additional two and one-half percent (2.5%) above their Base Salary.

Employees that were receiving compensation for possession of an Associate Degree as of January 1, 2012 are “grandfathered” and will continue to receive compensation in an amount equal to the Intermediate POST compensation. Otherwise, the City does not provide additional compensation for an Associate Degree.

An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor’s degree and an Intermediate POST certificate would receive four percent (4%) for the Bachelor’s degree and four percent (4%) for the Intermediate POST certificate, for a total of eight percent (8%) above their Base Salary. If the employee also had a Master’s degree the employee would receive an additional two and one-half percent, for a total of ten and one-half percent (10.5%) above his or her Base Salary.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable and pensionable compensation pursuant to 2 C.C.R. §571(a)(2) and 2 C.C.R. §571.1(b)(2), Educational Incentive or POST Incentive, as applicable.

## **ARTICLE 10      UNIFORM ALLOWANCE**

### **10.01   UNIFORM ALLOWANCE**

The City shall provide employees a uniform allowance of \$36.92 each pay period (\$960 per year) . In addition, beginning in 2025, the City shall provide each unit employee with one all-weather jacket once every five years.

To the extent permitted by law, this pay shall be reported to CalPERS as compensation earnable for all “Classic” members pursuant to C.C.R. §571(a)(5), Uniform Allowance.

## **ARTICLE 11      OVERTIME & OTHER COMPENSATION**

### **11.01   OVERTIME**

Employees shall receive one and one-half (1.5) times their Regular Rate of Pay for all hours worked in excess of their regularly scheduled hours. In the event an employee takes sick leave on a regularly scheduled workday, and works beyond his/her regularly scheduled hours on that day, then the employee shall receive straight time compensation for the work beyond their regular schedule up to the duration of the sick leave used that day. Thereafter, all time worked beyond their regularly scheduled hours shall be compensated at one and one-half (1.5) times their Regular Rate of Pay. Employees may elect to be paid for overtime hours worked or receive compensatory time off, but in no event shall their compensatory time banks exceed one hundred (100) hours.

Employees who work a 3/12 - 4/12 schedule shall receive one and one-half (1.5) times their Regular Rate of Pay for hours 80.01 through 84 of each bi-weekly pay period, even though they are part of their regularly scheduled hours.

#### **11.02 COMPENSATORY TIME OFF**

Employees are permitted to accrue up to one hundred (100) hours of compensatory time off at any given time. Compensatory time off is accrued at one and one-half (1.5) hours for each hour of overtime worked. An employee will be allowed to use accrued but unused compensatory time off in compliance with the requirements of the Fair Labor Standards Act.

#### **11.03 CALL BACK COMPENSATION**

Any unit employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be paid call back compensation as follows:

1. When the employee is required to physically reports for duty, the employee shall receive one and one-half (1.5) times the Regular Rate of Pay for the actual time worked, with a minimum of three (3) hours.
2. When the employee is required to performs work by phone or computer, the employee shall receive one and one half (1.5) times the Regular Rate of Pay for the actual time worked, with a minimum of one (1) hour. Telephone calls under 15 minutes per day shall be deemed *de minimus* and receive no compensation.

#### **11.04 ON-CALL/STAND-BY FOR COURT**

Employees who, during their off-duty hours, are scheduled to appear in court on behalf of the City shall be paid at one and one-half (1.5) times their Regular Rate of Pay for two (2) hours for the morning session and two (2) hours for the afternoon session.

If an employee is placed on-call for court and is subsequently called to testify during that same court session, the employee shall be paid for the combined duration of the actual time spent on-call and the actual time spent in the court appearance, at time and one-half (1.5) times his/her Regular Rate of Pay, with a minimum of two (2) hours.

#### **11.05 COURT APPEARANCE PAY**

Any employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1.5) times his/her Regular Rate of Pay for the duration of the court appearance, with a minimum of two (2) hours.

## **ARTICLE 12      OUT-OF-CLASS PAY**

### **12.01   ACTING OUT OF CLASS**

Any employee appointed by the Police Chief, with City Manager approval, to act in a higher classification, due to a vacancy or prolonged absence in that higher classification, and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification, at whichever step provides the employee with a minimum increase in compensation of five percent (5%), but in no event higher than the top step, during the acting period, retroactive to the first day of said assignment.

The City shall not assign an employee to an acting out-of-class assignment for more than 960 hours per fiscal year.

## **ARTICLE 13      WORK SCHEDULES & SHIFT SELECTION**

### **13.01   UNIFORMED PERSONNEL**

Except as otherwise provided, uniformed personnel shall work a 3/12 – 4/12 schedule. That schedule comprises alternating weeks of:

Week 1:   Three (3) consecutive workdays of twelve (12) consecutive work hours followed by four (4) consecutive days off.

Week 2:   Four (4) consecutive workdays of twelve (12) consecutive work hours followed by three (3) consecutive days off.

### **13.02   NON-PATROL PERSONNEL**

Non-patrol personnel shall work a 4/10 work schedule consisting of four (4) consecutive workdays of ten (10) consecutive hours each, followed by three (3) consecutive days off.

### **13.03   CANINE OFFICERS**

Employees assigned as Canine Officers shall work a 4/10 schedule that each week consists of four (4) consecutive workdays of ten (10) consecutive hours each followed by three (3) consecutive days off.

### **13.04   SHIFT SELECTION**

Employees shall bid shifts by seniority, according to their time in rank.

### **13.05 MEALS AND BREAKS**

Each shift of the work schedules herein shall comprise of one paid meal period of thirty (30) minutes and two (2) paid breaks of fifteen (15) minutes, each.

## **ARTICLE 14 DISCIPLINARY PROCEDURES**

### **14.01 DISCIPLINARY PROCEDURES**

The parties agree that the disciplinary procedures shall follow Rule XV of the City of San Fernando Personnel Rules.

## **ARTICLE 15 LAYOFFS**

### **15.01 LAYOFFS**

In the event it is necessary to lay-off employees due to a reduction in the work force, said lay-off will be by seniority. Seniority for purpose of lay-off shall be determined by the date of original appointment to the class. The seniority list shall include all probationary and permanent employees. Where seniority is equal, the employee with the earliest hire time (original appointment to sworn position) shall be determined to have the most seniority.

Temporary and provisional employees in the class involved shall be separated prior to probationary or permanent employees.

Any employee scheduled for lay-off shall have the right to demote to a class within the department, which he/she formally held permanent status. Seniority in this instance would be time served in this class and time in a higher classification.

Probationary and permanent employees shall be laid off in the reverse order of seniority.

## **ARTICLE 16 ASSOCIATION BUSINESS**

### **16.01 ACCESS TO WORK LOCATIONS**

Reasonable access to employee work locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the City Manager or

his/her authorized representative. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. The Association and its members shall be permitted to communicate with one another using the City's e-mail system, provided, however, that such communications are subject to the City's "Computer Resources Policy" regarding electronic mail and the Internet. Violations of that policy will subject the offender to reasonable disciplinary action as stipulated in the said policy.

#### **16.02 ASSOCIATION ACTIVITY ON DUTY**

Solicitation of membership and activities concerned with the internal management of any employee organization, such as collecting dues, campaigning for office, conducting elections and distributing literature, will not be permitted during working hours.

#### **16.03 DUES DEDUCTION**

The City agrees that during the term of this MOU, it will deduct monies from employees pursuant to notice from the Association certifying that it has received signed authorizations from the employees authorizing these deductions. The dues deductions shall be remitted to the Association each bi-weekly pay period..

The Association, upon receipt of the dues deducted, shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of employee association dues. In addition, the Association shall refund the City any amounts paid in error upon presentation of supporting evidence.

### **ARTICLE 17        MAINTENANCE OF BENEFITS**

#### **17.01 CONTINUATION OF WAGES, HOURS, AND WORKING CONDITIONS**

The parties agree that the only changes in terms and conditions of employment intended pursuant to this MOU are those specifically provided herein. Any policies, procedures, benefits, or past practices not herein addressed that affect wages, hours, and/or other terms and conditions of employment shall not be revised to adversely affect the employees covered by this MOU during the term of this MOU, unless by mutual agreement of the parties.

## **ARTICLE 18      POLICIES AND PROGRAMS**

### **18.01   NEPOTISM PROHIBITED**

1. No person shall be appointed, promoted or hired into a position in the Department when that person's relative already holds a position in the Department and such employment would result in a direct supervisor-subordinate relationship.
2. A direct supervisor-subordinate relationship is one in which one person is responsible for the day-to-day supervision and control of the other person, or is in their direct chain of command. Collateral assignments and occasional, overtime or temporary assignments are not considered to violate this policy.
3. For purposes of this section, "relative" means spouse, child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.
4. If two Department employees marry, the Department reserves the right to transfer the employee with the least City seniority to another assignment within the Department that is consistent with this policy, and to which a sworn employee would usually be assigned, without loss of pay or benefits.
5. If a member of the Association marries the Police Chief or Police Captain (when there is only one Captain) and no transfer within the Department is possible where the married employees are not in violation of paragraphs 1 and 2, above, the employee with the least City seniority may be transferred to another Department within the City. If no such transfer is possible, that employee may be separated from service.

### **18.02   OTHER POLICIES**

The parties agree that during the term of the MOU they shall work in good faith with one another to create or modify, as applicable, the nepotism, fraternization, social media, and administrative appeals policies of the City. Any such policies shall be implemented or modified by mutual agreement of the parties.

## **ARTICLE 19      PRE-EMPLOYMENT CONTRACT**

### **19.01   PRE-EMPLOYMENT CONTRACT**

Any employee hired after July 1, 2008 who voluntarily leaves the City within twenty-four (24) months of accepting employment as a police cadet or police officer, and who obtains employment

as a peace officer within the State of California within the subsequent 12 months, will be required to repay the City for the actual cost of the police academy tuition expended on that employee, housing (if applicable due to Academy location), books, supplies, and other fees associated with attending the Academy (e.g., parking, student fees., etc.) and for any equipment not returned in good condition, with such repayment not to exceed \$500 per month for each month short of twenty-four (24). Said payments shall not apply to employees who obtained the Basic POST certification prior to obtaining employment with the City. The reimbursement may be accomplished by relinquishing accrued but unused Vacation leave, Holiday leave or CTO leave, or in monthly installments of \$500, or both, at the employee's option.



## **ARTICLE 20 PUBLICATION OF AGREEMENT**

## 20.01 PUBLICATION OF AGREEMENT

It is agreed that the City shall furnish each unit employee one copy of this MOU.

CITY OF SAN FERNANDO

**SAN FERNANDO POLICE OFFICERS'  
ASSOCIATION (SFPOA)**

Nick Kimball	Date
City Manager	

Robert Gallegos	Date
SFPOA President	

Erica Melton	Date
Director of Finance/City	
Treasurer	

Paul Ventimiglia	Date
SFPOA Vice-President	

Michael Okafor	Date
Personnel Manager	

Peter Aguirre	Date
SFPOA Treasurer	

Jeffrey Pak	Date
SFPOA Secretary	

Robert M. Wexler	Date
SFPOA Attorney	

**SAN FERNANDO POLICE OFFICERS' ASSOCIATION (SFPOA)****SALARY SCHEDULE - FY 2024-2028****(January 1, 2024 – June 30, 2024) 4% COLA**

<b>CLASS</b>	<b>SALARY RANGE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Police Officer	73P	7,138	7,529	7,948	8,378	8,844
Police Sergeant	95P	8,872	9,361	9,877	10,420	10,996

**(July 1, 2024 – June 30, 2025) 4% COLA**

<b>CLASS</b>	<b>SALARY RANGE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Police Officer	73P	7,424	7,830	8,266	8,713	9,198
Police Sergeant	95P	9,227	9,735	10,272	10,837	11,436

**(July 1, 2025 – June 30, 2026) 5% COLA**

<b>CLASS</b>	<b>SALARY RANGE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Police Officer	73P	7,795	8,222	8,679	9,149	9,658
Police Sergeant	95P	9,688	10,222	10,786	11,379	12,008

**(July 1, 2026 – June 30, 2027) 5% COLA**

<b>CLASS</b>	<b>SALARY RANGE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Police Officer	73P	8,185	8,633	9,113	9,606	10,141
Police Sergeant	95P	10,172	10,733	11,325	11,948	12,608

**(July 1, 2027 – June 30, 2028) 4% COLA**

<b>CLASS</b>	<b>SALARY RANGE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
Police Officer	73P	8,512	8,978	9,478	9,990	10,547
Police Sergeant	95P	10,579	11,162	11,778	12,426	13,112



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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Kenneth Jones, Management Analyst

**Date:** November 6, 2023

**Subject:** Consideration to Adopt a Resolution to Accept Project Funds from the Los Angeles Flood Control District Safe, Clean Water Program - Regional Program for the San Fernando Regional Park Infiltration Project

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 8265 (Attachment "A") authorizing the acceptance of funds distributed over a five-year period from the Los Angeles County Flood Control District Safe, Clean Water Program - Regional Program for the San Fernando Regional Park Infiltration Project.

**BACKGROUND:**

1. On February 16, 2021, the City Council approved a Transfer Agreement with the Los Angeles Flood Control District (Attachment "B" – Contract No. 1976) for the disbursement of funds from the Safe, Clean Water – Regional Program (SCWP) to the City of San Fernando for the Recreation Park Infiltration Project.
2. On February 16, 2021, the City Council also adopted Resolution No. 8053 (Attachment "C") amending the budget for Fiscal Year (FY) 2020-2021.
3. On December 22, 2021, Addendum No. 1 (Attachment "D" - Contract No. 1976(a)) to Contract No. 1976 was executed.
4. On July 12, 2023, Addendum No. 2 (Attachment "E" - Contract No. 1976(b)) to Contract No. 1976 was signed by the City and sent to Los Angeles County Department of Public Works for final signature.
5. In September 2023, Los Angeles County Department of Public Works notified the City that a resolution approving the disbursement of FY 2022-2023 project funds was needed prior to Addendum No. 2 being executed.

**ANALYSIS:**

SCWP, also known as Measure W, was established through an initiative placed on the ballot in 2018 and approved by Los Angeles County voters. SCWP instituted a parcel tax of \$0.025 per square foot of impermeable area (areas such as concrete or asphalt pavement that impede stormwater from penetrating the ground); this is estimated to raise \$300 million per year countywide. The goals of SCWP are to improve and protect water quality, increase the number of gallons of water captured each year to increase the supply of safe drinking water and prepare for future droughts, and protect public health and marine life by reducing pollution, trash, toxins and plastics that make it to local waterways and beaches.

The program, managed by the Los Angeles County Flood Control District, disburses funds through two separate programs: Municipal Program and Regional Program.

**SCWP – Municipal Program.**

The Municipal Program allocates funds annually to each city in Los Angeles County and the amount allocated is proportional to its population. The City Council approved the transfer agreement for the initial annual allocation of approximately \$280,000 on October 5, 2020. These funds are intended to be used for programs that can improve stormwater quality. The City is currently using these funds to explore improvements to trash management within the San Fernando Mall area and National Pollutant Discharge Elimination System (NPDES) permit compliance.

**SCWP – Regional Program.**

The Regional Program allocates funds for regional projects approved for funding through a competitive process. Through the program, the City was awarded \$9,201,200 for the San Fernando Regional Park Infiltration Project. Per the transfer agreement for the project, funding for the project is disbursed annually for a total of five years (FY 2020-2021 through FY 2024-2025).

FY 2020-2021:	\$3,115,000
FY 2021-2022:	\$5,785,000
FY 2022-2023:	\$ 100,400
FY 2023-2024:	\$ 100,400
<u>FY 2024-2025:</u>	<u>\$ 100,400</u>
<b>Total:</b>	<b>\$9,201,200</b>

To receive the SCWP funding disbursement for each of the five years, the City, as project recipient, is required to execute an addendum to the transfer agreement annually and approve a resolution authorizing the City to receive the annual disbursement.

Once the project is completed, the infiltration system will capture urban runoff over a surface area equivalent to sixty percent of the City. It is estimated that the system will infiltrate up to 400 acre-feet annually (approximately 130.3 million gallons of water) into the groundwater aquifer. In addition to the increase to the local water supply, the stormwater is being diverted from the Pacoima Wash and eventually the Los Angeles River. This keeps urban runoff high in metals, bacteria, chemicals, and other pollutants from impacting our waterways and marine life. The stormwater will instead be directed through a system of underground pipes to a buried storage area at Recreation Park, where the water can infiltrate and recharge the groundwater aquifer.

The construction phase of the infiltration project has been completed. The final phase of the project includes connecting the infiltration monitoring system and landscaping of the park.

**BUDGET IMPACT:**

Resolution No. 8053 approved an increase to the FY 2020-2021 budget revenues by \$9,201,200 and established both a revenue (010-3686-0620) and expenditure account (010-310-0620-4600) for the funds awarded to the City by SCWP for the infiltration project. The City received its FY 2020-2021 (\$3,115,000) and FY 2021-2022 (\$5,785,000) SCWP disbursements, which went towards project construction. For FY 2022-2023 through FY 2024-2025, the City will receive an annual disbursement of \$100,400, which will be used for the operation, maintenance, and monitoring of the infiltration system. To receive its FY 2022-2023 & FY 2023-2024 disbursements of \$100,400, the City must first accept the funds via a resolution.

**CONCLUSION:**

Staff recommends that the City Council adopt Resolution No. 8265 for the incremental disbursement of Project Funds from the Los Angeles Flood Control District Safe, Clean Water - Regional Program for the San Fernando Regional Park Infiltration System.

**ATTACHMENTS:**

- A. Resolution No. 8265
- B. Contract No. 1976
- C. Resolution No. 8053
- D. Contract No. 1976(a)
- E. Contract No. 1976(b)

**RESOLUTION NO. 8265**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AFFIRMING AND AUTHORIZING THE ACCEPTANCE OF  
FUNDS UNDER THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT'S  
SAFE, CLEAN WATER PROGRAM FOR FISCAL YEARS 2020-2021,  
2021-2022, 2022-2023 AND 2023-2024**

**WHEREAS**, on November 6, 2018, property owners within the Los Angeles County Flood Control District approved Measure W which creates the Safe, Clean Water Program ("SCWP") and allows for the collection of a special parcel tax of 2.5 cents (\$0.025) per square foot of impermeable area; and ;

**WHEREAS**, the SCWP is codified under Chapters 16 and 18 of the Los Angeles County Flood Control District Code; and

**WHEREAS**, among other things the SCWP provides funding for stormwater and urban runoff capture projects and projects that reduce stormwater and urban runoff pollution within the jurisdiction of the Los Angeles County Flood Control District ("District") which includes the City of San Fernando ("City"); and

**WHEREAS**, the City was awarded SCWP funds from the Competitive Regional program in the amount of \$9,201,200 to be distributed over five years beginning FY 2021-2022 to fund the construction, operation and maintenance and water quality monitoring for the San Fernando Regional Park Infiltration Project;

**WHEREAS**, on October 29, 2020, the City entered into Transfer Agreement No. 2020RPULAR02 ("Transfer Agreement"), with the District pertaining generally to the transfer of a SCWP Contribution from the District to the City for the San Fernando Regional Park Infiltration Project; and

**WHEREAS**, the Transfer Agreement provides for the disbursement of a SCWP Contribution for Fiscal Year 2020-2021; and

**WHEREAS**, annually, the City must approve a resolution and related addendum to the Transfer Agreement to receive a disbursement of SCWP funds; and

**WHEREAS**, on October 4, 2021, the City executed Addendum No. 1 to the Transfer Agreement for the receipt of Fiscal Year 2021-2022 SCWP Contribution funds; and

**WHEREAS**, on November 21, 2022, the City executed Addendum No. 2 to the Transfer Agreement for the receipt of Fiscal Year 2022-2023 SCWP Contribution funds; and



**WHEREAS**, this Resolution, among other things, is intended to affirm the City's acceptance of SCWP Contribution funds for Fiscal Years 2020-2021, 2021-2022 and 2022-2023 corresponding to Addendum No. 1 and Addendum No. 2, respectively and to authorize City's acceptance of SCWP Contribution funds for Fiscal Year 2023-2024 along with an Addendum No. 3 which shall be in a form substantially similar to Addenda Nos. 1 and 2.

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

**SECTION 1.** The City Council does hereby declare that the recitals set forth above are true and correct and are incorporated herein by reference.

**SECTION 2.** The City Council re-affirms and authorizes its acceptance of SCWP funds for Fiscal Years 2020-2021; 2021-2022, and 2022-2023 and authorizes the acceptance of the SCWP funds for Fiscal Year 2023-2024.

**SECTION 3.** The City Council authorizes the City Manager to execute Addendum No. 3 to the Transfer Agreement in a form substantially similar to the form of Addenda Nos. 1 and 2.

**SECTION 4.** The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED THIS 6<sup>th</sup> day of November, 2023.**

---

Celeste T. Rodriguez, 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. 8265 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 6<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2023.

---

Julia Fritz, City Clerk

**TRANSFER AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
CITY OF SAN FERNANDO  
AGREEMENT NO. 2020RPULAR02  
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of October 29, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of San Fernando for City of San Fernando Regional Park Infiltration Project, hereinafter referred to as "Recipient."

**WHEREAS**, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

**WHEREAS**, Recipient proposes to implement a Funded Activity (as hereafter defined) that is eligible for funding under the SCW Program;

**WHEREAS**, the Funded Activity is included in a Stormwater Investment Plan (SIP) that has been approved by the County of Los Angeles Board of Supervisors;

**WHEREAS**, the Board approved a standard template Agreement as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code;

**NOW, THEREFORE**, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

**I. Definitions**

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Activity Completion" means that the Funded Activity is complete to the reasonable satisfaction of the District based on review of reports and other documentation as deemed appropriate by the District. If the Funded Activity is an Infrastructure Program Project on District Right-of-Way a separate use and maintenance agreement is required.

"Activity Costs" means the total costs necessary to achieve Activity Completion. The Activity Costs for the Funded Activity are described in Exhibit A.

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

“Budget Plan” means a Recipient’s plan for funding Activity Completion, including a description of all sources of funds for Activity Costs and a description of how the SCW Program Contribution will be allocated among the tasks identified in the Scope of Work within each fiscal year. Recipient’s Budget Plan is described in Exhibit A.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Funded Activity” means the Infrastructure Program Project, or Scientific Study described in Exhibit A – Scope of Work, including the Stakeholder and Community Outreach Plan and all other tasks and activities described in Exhibit A.

“Safe Clean Water (SCW) Program Contribution” means the portion of the Activity Costs to be paid for with Regional Program funds provided by the District from the SCW Program as described in the Budget Plan.

“Year” means calendar year unless otherwise expressly indicated.

## II. Party Contacts

The District and the Recipient designate the following individuals as the primary points of contact and communication regarding the Funded Activity and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Recipient: City of San Fernando	
Name:	CJ Caluag	Name:	Matt Baumgardner
Address:	11th Floor, PO Box 1460, Alhambra, CA 91802-1460	Address:	117 N. Macneil Street, San Fernando, CA 91340
Phone:	(626) 458-4037	Phone:	818-898-1237
Email:	CCALUAG@dpw.lacounty.gov	Email:	mbaumgardner@sfcity.org

Either party to this Agreement may change the individual identified above by providing written notice of the change to the other party.

## III. Exhibits Incorporated BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – SPECIAL CONDITIONS

EXHIBIT D – ADDENDUM TO AGREEMENT

EXHIBIT E – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

#### **IV. Activity Completion**

- A. The Recipient shall implement and complete the Funded Activity in accordance with the work schedule described in Exhibit A,
- B. The Recipient shall comply with the terms and conditions in Exhibits A, B, C, D, E, and F of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code.
- C. The Recipient shall fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application for SCW Program Contributions, accompanying documents, and communications filed in support of its application for SCW Program Contributions.

#### **V. SCW PROGRAM FUNDING FOR FUNDED ACTIVITY**

- A. The District shall disburse the SCW Program Contribution for the 2020-2021 Fiscal Year as described in the corresponding approved Stormwater Investment Plan (SIP) within 45-days of receipt of the signed executed Agreement.
- B. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the parties shall enter into an addendum to this Agreement, in the form attached as Exhibit D, regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year. The Recipient expressly acknowledges and agrees that the District is not obligated to disburse any SCW Program Contributions to Recipient for any Fiscal Year beyond the 2020-21 Fiscal Year unless the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, the Recipient has complied with the provisions related to the California Environmental Quality Act in Exhibit C, and the parties have duly executed an addendum to this Agreement for that Fiscal Year.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.
- E. The Recipient shall submit the scope of work described in Exhibit A 45-days after approval of the SIP. If the Funded Activity is included in a duly approved SIP for a subsequent Fiscal Year, and there are any changes to the Scope of Work, Budget Plan or any other portions of Exhibit A for that Fiscal Year, a revised Exhibit A will be required as part of the addendum to this Agreement for that Fiscal Year.

#### **VI. Execution of Agreement**

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or

encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**Upper Los Angeles River:**

City of San Fernando

City of San Fernando Regional Park Infiltration  
Project

DocuSigned by:  
By: Nick Kimball  
1041F09C27C7499...

Name: Nick Kimball

Title: City Manager

Date: 2/22/2021 | 7:49 PM EST

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

DocuSigned by:  
*Carolina J Hernandez*  
By: 576B7DCCBDF2415...

Name: Carolina Hernandez

Title: Acting Assistant Deputy Director

For: Mark Pestrella

Date: 2/22/2021 | 3:51 PM PST



## **EXHIBIT A – SCOPE OF WORK**

### **A-1. Budget Plan**

The Recipient shall submit a detailed Budget Plan for all eligible expenditures (those incurred after November 7, 2018) for all phases and tasks included in the work schedule for the Funded Activity. The Recipient shall include a summary of leveraged funds and in-kind services for the Funded Activity. For a Funded Activity that will be performed over more than one Fiscal Year, the Budget Plan must clearly identify the amount of SCW Program Contribution for each Fiscal Year.

### **A-2. Consistent with SCW Program Goals**

By signing this Agreement, the Recipient shall provide certification that the Budget Plan is consistent with SCW Program Goals as described in Chapter 18.04 of the Code.

The Recipient shall include a summary of how the identified SCW Program Goals are expected to be achieved through the Funded Activity, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

### **A-3. Estimated Reasonable Total Activity Cost**

The Recipient shall submit a detailed estimate total Activity Cost for all phases and tasks included in the work schedule for the Funded Activity.

### **A-4. Funded Activity Description and Scope of Work**

The Recipient shall provide a general description of the Funded Activity and a detailed scope of work. The scope of work may include:

1. Project Management, including required reporting
2. General Compliance Requirements/Project Effectiveness and Performance
3. Permitting and Environmental Compliance
4. Planning, Design, and Engineering
5. Stakeholder and Community Outreach/Engagement Activities
6. Right of Way Acquisition
7. Construction and Implementation
8. Operation and Maintenance

### **A-5. Operations and Maintenance (O&M) Plan**

Where the Funded Activity is an Infrastructure Program Project, the Recipient shall submit a plan describing the activities that are expected to be necessary to perform O&M for the

Infrastructure Program Project to ensure it remains in good working order throughout the useful life of the Infrastructure Program Project using SCW Program Contributions. The O&M plan shall address the activities described in Exhibit F to the greatest extent feasible and in as much detail as possible based on the completeness of the Project design and construction. The Recipient shall update the O&M plan in connection with each Addenda until completion of the Infrastructure Program Project and the submittal of a final O&M plan.

The Recipient shall specifically identify the entity that will be performing the O&M for the lifetime of the Project. If this is not the Recipient, the Recipient shall submit a letter of commitment from the entity that will be performing the O&M (See Exhibit F, for example activities). The letter of commitment shall include details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

The Recipient may elect to request the local Municipality or District to provide O&M for the useful life of the Infrastructure Program Project using SCW Program Contributions. If the Recipient does not elect to seek the District's services or if the District is unable to provide the services as requested, the Recipient shall include in the letter of commitment reference to the above details demonstrating how the provider is qualified and capable of providing the necessary ongoing O&M services.

#### A-6. Post-Construction Monitoring

Where the Funded Activity is an Infrastructure Program Project, stormwater quality monitoring data shall be collected and reported in a manner consistent with the SWRCB database, the CEDEN for a period of three years. The Recipient shall submit a post-construction monitoring plan when the design phase is complete. The post-construction monitoring plan will evaluate the effectiveness of stormwater treatment facilities and include the project description; quality objectives; sampling design; sampling procedures; quality control; data management verification, and reporting; data quality assessment; and data analysis procedures.

#### A-7. Sustainability Rating

Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, the Recipient shall submit the final score and Envision award level.

#### A-8. Stakeholder and Community Outreach/Engagement Plan

The Recipient shall submit a Stakeholder and Community Outreach/Engagement Plan for Infrastructure Program Projects and include a discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach. The plan shall, at a minimum include:

1. Community outreach activities to provide information to residents and information about upcoming meetings or other engagement activity event is scheduled.

Outreach methods used should be appropriate in scale and type to the community being served. Outreach methods include but are not limited to: Online Media Outreach (email blasts, social media, publication on a website) Local Media Outreach (newsletters, local and regional newspapers, and local radio and television) and/or Grassroots Outreach (door-to-door canvassing, phone banking, surveys and focus groups, and distribution of flyers or other printed materials). The District will support outreach efforts through web-based platforms if requested at least four weeks prior to the requested publish date. The District should be included in all social media outreach and notified of all meetings and other engagement events.

2. Community engagement activities solicit, address and seek input from community members for Funded Activities. These events may occur as part of any public meeting with multiple agenda items such as council, commission or committee meetings where public input is invited; or at festivals, fairs, or open houses where a table or booth may be set up.
3. Stakeholder and Community Outreach/Engagement Plan requirements:

Stakeholder and Community Outreach/Engagement Plan activities should occur at the onset of the project, during the design phase, and during construction.

Infrastructure Program Project Funds	Required Activity 1	Required Activity 2
Up to \$2 M	Outreach or Engagement	
Up to \$10 M	Outreach	≥1 Engagement
Over \$10 M	Outreach	≥ 2 Engagements

4. If the Funded Activity is for the O&M of an Infrastructure Program Project Stakeholder and Community Outreach/Engagement Plan activities should occur biennially to remind communities of the SCW Program Contribution.
5. Activities and measures to mitigate against displacement and gentrification. This includes, as applicable, an acknowledgment that the Funded Activity will be fully subject to and comply with any County-wide displacement policies as well as with any specific anti-displacement requirements associated with other funding sources.

#### A-9. Tracking Infrastructure Program Project Benefits

The Recipient shall submit an overview of the benefits achieved upon the Activity Completion. SOW shall include quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

#### A-10. Work Schedule and Completion Date

The Recipient shall submit a detailed schedule, including start and completion dates for all phases and tasks of the scope of work for the Funded Activity. For Funded Activities that will be performed over more than one Fiscal Year, the work schedule must clearly identify the phases and tasks that will be performed in each Fiscal Year.

## **EXHIBIT B – GENERAL TERMS AND CONDITIONS**

### **B-1. Accounting and Deposit of Funding Disbursement**

1. SCW Program Contributions distributed to the Recipient shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Recipient only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Recipient shall not be entitled to interest earned on undisbursed SCW Program Contributions; interest earned prior to disbursement is property of the District.
3. The Recipient shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Recipient shall be strictly accountable for all funds, receipts, and disbursements related to all SCW Program Contributions made to the Recipient.

### **B-2. Acknowledgement of Credit and Signage**

The Recipient shall include appropriate acknowledgement of credit to the District for its support when promoting the Funded Activity or using any data and/or information developed under this Agreement. When the Funded Activity involves the construction phase of an Infrastructure Program Project, signage shall be posted in a prominent location at Project site(s) or at the Recipients headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the Funded Activity involves a scientific study, the Recipient shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

### **B-3. Acquisition of Real Property – Covenant**

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Recipient that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

**B-4. Amendment**

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**B-5. Assignment**

The Recipient will not assign this Agreement without the prior consent of the District.

**B-6. Audit and Recordkeeping**

1. The Recipient shall retain for a period of seven (7) years after Activity Completion, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Contributions. The Recipient, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Contributions and expenditures.
2. The Recipient is responsible for obtaining an independent audit to determine Funded Activity compliance with the terms and conditions of this Agreement and all requirements applicable to the Recipient contained in chapters 16 and 18 of the Code promptly upon Activity Completion. For a Funded Activity that will be performed over the course of a period exceeding three years, the District may also perform an interim independent audit every three (3) years until Activity Completion. Audits shall be funded with Regional Program funds.
3. Recipient shall file a copy of the Activity Completion audit report with the District by the end of the ninth (9<sup>th</sup>) month from Activity Completion. Recipient shall file a copy of all interim audit reports by the ninth (9<sup>th</sup>) month from the end of each three (3) year period. Audit reports shall be posted on the District's publicly accessible website.

<b>End-of-Activity</b>		<b>Every Third Fiscal Year</b>		
<b><u>Projected End Date</u></b>	<b><u>Audit Report Due to District</u></b>	<b><u>SIP Fiscal Year</u></b>	<b><u>Audit Period</u></b>	<b><u>Audit Report Due to District</u></b>
1/15/2022	No later than 10/31/2022	2020-21	7/1/2020 to 6/30/2023	No later than 3/31/2024

4. Upon reasonable advanced request, the Recipient shall permit the Chief Engineer, at the District's cost and expense, to examine the Funded Activity. The Recipient shall permit the authorized District representative, including the Auditor-Controller, at the District's cost and expense, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the Funded Activity.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

If at any time the Funded Activity cannot fulfill the provisions outlined in Exhibit A, the accounts and books of the Recipient may be reviewed or audited by the District.

#### B-7. Availability of Funds

District's obligation to disburse the SCW Program Contribution is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Contribution, the District shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Recipient to reflect the reduced amount.

1. The Recipient will not seek disbursement of any Activity Costs that will be disbursed or reimbursed from other funding sources.
2. The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.

#### B-8. Choice of Law

The laws of the State of California govern this Agreement.

#### B-9. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement. Recipient expenditures of a SCW Program Contribution that involves the District shall utilize a separate and specific

agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

#### B-10. Completion of Funded Activity by the Recipient

The Recipient agrees to pay any and all Activity Costs in excess of the SCW Program Contribution necessary for Activity Completion. The Recipient expressly acknowledges and agrees that if the SCW Program Contribution is not sufficient to pay the Activity Costs in full, the Recipient shall nonetheless complete the Funded Activity and pay that portion of the Activity Costs in excess of the SCW Program Contribution, subject to the provisions of Exhibit C, as applicable.

#### B-11. Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable County, state and federal laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient shall comply with the Code.

#### B-12. Competitive Bidding and Procurements

The Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with SCW Program Contributions must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting#@ViewBag.JumpTo>

#### B-13. Continuous Use of Funded Activity; Lease or Disposal of Funded Activity

Where the Funded Activity involves an Infrastructure Program Project, the Recipient shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of the Funded Activity during the useful life of 30 years of the Funded Activity without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of pro rata amount of all disbursed SCW Program Contributions together with interest on said amount accruing from the date of abandonment, substantial discontinuance, lease or disposal of the Project.

#### B-14. Default Provisions

The Recipient will be in default under this Agreement under any of the following circumstances:



1. The Recipient has made or makes any false warranty, representation, or statement with respect to this Agreement, any addendum or the application filed to obtain this Agreement;
2. The Recipient materially breaches this Agreement or any addendum, including but not limited to:
  - a. Fails to operate or maintain Project in accordance with this Agreement;
  - b. Fails to submit timely Quarterly Progress/Expenditure Reports.
  - c. Fails to remain in Good Standing (see Section B-34, below).
  - d. The Recipient fails to maintain reasonable progress toward SCW Program Goals as described in Section 18.04 of the Code, following an opportunity to cure.
  - e. The Recipient fails to maintain reasonable progress toward Project Completion.
  - f. Use of SCW Program Contributions for ineligible expenses and/or activities not consistent with the Agreement.
  - g. Inappropriate use of SCW Program Contributions, as deemed by the District

Should an event of default occur, the District shall provide a notice of default to the Recipient and shall give the Recipient at least ten calendar days or such longer period as the District, in its reasonable discretion, may authorize, to cure the default from the date the notice is sent via first-class mail to the Recipient. If the Recipient fails to cure the default within the time prescribed by the District, the District may do any of the following:

1. Declare the SCW Program Contribution be immediately repaid, with interest, which shall be equal to the State of California general obligation bond interest rate in effect at the time of the default.
2. Terminate any obligation to make future payments to the Recipient.
3. Terminate the Agreement.
4. Take any other action that it deems necessary to protect its interests.

The Recipient shall not be in default under this Agreement as a result of any breach of this Agreement by the Recipient that is the direct result of the District's failure to make a SCW Program Contribution for any Fiscal Year. Under these circumstances the District may, in its reasonable discretion, terminate this Agreement by providing the Recipient with a written notice of termination. If this Agreement is terminated pursuant to this

paragraph, the parties shall thereafter have no further obligations to each other in connection with the Funded Activity except that the Recipient's indemnification obligations shall survive the termination of this Agreement and continue in full force and effect.

#### B-15. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Recipient. SCW Program Contributions shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

#### B-16. Final Inspection and Certification of Registered Professional

Where the Funded Activity is an Infrastructure Program Project, upon completion of the design phase and before construction, the Recipient shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Where the Funded Activity is an Infrastructure Program Project, upon completion of the Project, the Recipient shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

#### B-17. Force Majeure.

In the event that Recipient is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Recipient, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### B-18. Funded Activity Access

When the Funded Activity involves an Infrastructure Program Project the Recipient shall, upon receipt of reasonable advance notice from the District, ensure that the District or

any authorized representative of the foregoing, will have safe and suitable access to the site of the Funded Activity at all reasonable times through Activity Completion.

#### B-19. Funding Considerations and Exclusions

1. All expenditures of the SCW Program Contribution by Recipient must comply with the provisions of Chapters 16 and 18 of the Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Contributions shall not be used in connection with any Funded Activity implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Funded Activity implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Funded Activity implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

Recipient certifies that: (a) the Funded Activity is not being implemented as an ECA or SEP; (b) the Funded Activity is not being implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; and (c) the Funded Activity is not being implemented pursuant to a TSO issued by the Los Angeles Regional Water Quality Control Board unless, at the time the TSO was issued, the Funded Activity was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

#### B-20. Indemnification

The Recipient shall indemnify, defend and hold harmless the District and their elected and appointed officers, agents, and employees from and against any and all liability and expense arising from any act or omission of the Recipient, its officers, employees, agents, or subconsultants or contractors in conjunction with Recipient's performance under or pursuant to this Agreement, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage.

#### B-21. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Recipient shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

## B-22. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Recipient, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

## B-23. Lapsed Funds

1. The Recipient shall be able to carry over uncommitted Special Parcel Tax funds for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Recipient.
2. If the Recipient is unable to expend the SCW Program Contribution within five (5) years from the end of the Fiscal Year in which those funds are transferred from the District to the Recipient, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Recipient but were not committed to eligible expenditures by the end of the fifth (5<sup>th</sup>) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality or Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Recipient's control, then the Recipient may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.
7. Example:

<u>Fiscal Year</u> <u>Transferred</u>	<u>Funds Lapse</u> <u>After</u>	<u>Extension</u> <u>Request Due</u>	<u>Commit By</u>
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2020–21	6/30/2026	No later than 3/31/2026	No later than 6/30/2027
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**B-24. Modification**

This Agreement may be amended or modified only by mutual written consent of the Board and Recipient.

**B-25. Non-Discrimination**

The Recipient agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

**B-26. No Obligation of the District**

The District will transfer the SCW Program Contribution to the Recipient for the funding of the Funded Activity. The District will have no further obligation, other than to transfer the funds, with respect to the Funded Activity itself.

**B-27. No Third-Party Rights**

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

**B-28. Notice**

1. The Recipient shall notify the District in writing within five (5) working days of the occurrence of the following:
  - a. Bankruptcy, insolvency, receivership or similar event of the Recipient; or
  - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Recipient shall notify the District within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Recipient shall notify the District promptly of the following:
  - a. Any significant deviation from in the submitted scope of the Funded Activity for the current Fiscal Year, including discussion of any major changes to the scope of the Funded Activity, noteworthy delays in implementation, anticipated reduction in benefits, and/or modifications that change the SCW Program Goals intended to be accomplished by the Funded Activity. Under no circumstances may the Recipient make changes to the scope of the Funded Activity without receiving prior approval.

- b. Cessation of work on the Funded Activity where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- c. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Activity Completion;
- d. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource. When the District is acting as the Lead Agency under CEQA for the Funded Activity, all work in the area of the find will remain suspended until the District has determined what actions should be taken to protect and preserve the resource and the Recipient agrees to implement appropriate actions as directed by the District;
- e. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District;
- f. Activity completion.

#### B-29. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Funded Activity records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

#### B-30. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

#### B-31. Related Litigation

The Recipient is prohibited from using the SCW Program Contribution to pay costs associated with any litigation described in Section 16.05.A.3. of the Code. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all the SCW Program Contribution plus interest to the District.

#### B-32. Remaining Balance

In the event that the Recipient does not spend all the SCW Program Contribution disbursed for the Funded Activity, Recipient shall promptly return the unspent SCW Program Contribution to the District.

### B-33. Reporting

The Recipient shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Recipients shall report available data through the SCW Reporting Module, once available.

- Quarterly Progress/Expenditure Reports. The Recipient shall submit Quarterly Progress/Expenditure Reports, using a format provided by the District, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the District. The Quarterly Progress/Expenditure Reports shall be posted on the District's publicly accessible website. The Quarterly Progress/Expenditure Report shall include:
  - a. Amount of funds received;
  - b. Percent overall Funded Activity completion estimate;
  - c. Breakdown of how the SCW Program Contribution has been expended;
  - d. Documentation that the SCW Program Contribution was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
  - e. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to Exhibit A submission and corresponding metrics;
  - f. Identification of any phases or tasks of the scope of work that were scheduled to be started or completed during the reporting period (according to the work schedule), but which were delayed, and a discussion of the reasons for the delay, and of lessons learned;
  - g. Scheduling concerns and issues encountered that may delay completion of the task;
  - h. Work anticipated for the next reporting period;
  - i. Any anticipated schedule or budget modifications;
  - j. Photo documentation (e.g. photos of community outreach events, stakeholder meetings, groundbreaking ceremonies, and project site that may be used on the publicly accessible District website) of the phases or tasks of the Project completed during the reporting period, as appropriate;
  - k. Additional financial or project-related information as required by the District;

- I. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that the Project was conducted in accordance with Exhibit A;
  - m. Status of Recipient's insurance; and
  - n. Description of post-performance for each completed infrastructure project is required after the first operational year and for a total of three years after the project begins operation. Post-performance reports shall focus on how each project is actually performing compared to its expected performance; whether the project is operated and maintained and providing intended benefits as proposed. A post-performance template will be provided by the District.
- Quarterly Progress/Expenditure Reports shall be submitted to the District Program Manager no later than forty-five days following the end of the calendar quarter as follows:

<b><u>Quarter</u></b>	<b><u>End of Quarter</u></b>	<b><u>Report Due</u></b>
First Quarter	September	15 November
Second Quarter	December	15 February
Third Quarter	March	15 May
Fourth Quarter	June	15 August

- Annually, a summary of the Quarterly Progress/Expenditure Reports shall be submitted to the Watershed Area Steering Committees to explain the previous year's Quarterly Progress/Expenditure Reports by the Recipient. The summary report shall be submitted six (6) months after the close of the Fourth Quarter. The summary report shall include:
  - Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how funds have been allocated to achieve SCW Program Goals as articulated in Chapter 18.04 of the Code for the prior year. This includes comparisons to Exhibit A and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate graphical representation of pertinent data).
  - When the Funded Activity is an Infrastructure Program Project, include a description of how the County's Local and Targeted Worker Hire Policy has been applied and enforced; or if the Recipient is a Municipality and has adopted its own policy, include a description of how its policy was applied and enforced.
  - Where the Funded Activity is an Infrastructure Program Project that has applied for Institute for Sustainable Infrastructure (ISI) verification, include



a description of the final score and Envision award level. Annually, the Recipient shall prepare and provide members of the public with up-to-date information on the actual and budgeted use of the SCW Program Contribution.

- **As Needed Information or Reports.** The Recipient agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

#### B-34. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits as follows:

1. **Authorization and Validity.** The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Recipient, has been duly authorized by the governing individual(s), board or body of Recipient, as applicable. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. **No Violations.** The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
3. **No Litigation.** There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Recipient's ability to complete the Funded Activity.
4. **Solvency.** None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
5. **Legal Status and Eligibility.** The Recipient is duly organized and existing and in good standing under the laws of the State of California and will remain so through Activity Completion. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority through Activity Completion.

6. Insurance. The Recipient shall follow the Insurance Manual prepared by the Risk Management Office of the Los Angeles County Chief Executive Office. For Infrastructure Program Projects the Recipient shall provide General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk Course of Construction Insurance, and Professional Liability as specified in the Insurance Manual: <https://riskmanagement.lacounty.gov/wp-content/uploads/2019/06/Insurance-Manual-revised-May-2019.pdf>

#### B-35. Requirements for Good Standing

The Recipient must currently be in compliance with the District requirements set forth in this Agreement. The Recipient must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

#### B-36. Requirements Related to Recipient's Contractors

1. The Recipient shall apply and enforce provisions mirroring those set forth in the then-current version of the County's Local and Targeted Worker Hire Policy (LTWHP) as to contractors performing work on such a Project. Alternatively, if the Recipient is a Municipality and has adopted its own policy that is substantially similar to the LTWHP, the Recipient may, at its election, choose to apply and enforce the provisions of its own such policy as to contractors performing work on such a Project in lieu of the provisions of the LTWHP.
2. The Recipient shall apply and enforce provisions mirroring those set forth in Los Angeles County Code (LACC) Chapter 2.211 (Disabled Veteran Business Enterprise Preference Program), LACC, Chapter 2.204 (Local Small Business Enterprise Preference Program), LACC, Chapter 2.205 (Social Enterprise Preference Program), LACC, Chapter 2.203 (Contractor Employee Jury Service Ordinance), LACC Chapter 2.206 (Defaulted Tax Program), LACC, Chapter 2.200 (Child Support Compliance Program, LACC, Chapter 2.160 (County Lobbyist Ordinance), Safely Surrendered Baby Law, and Zero Tolerance Policy on Human Trafficking, as to contractors performing work on such an Infrastructure Program Project, subject to statutory authorization for such preference program(s), and subject to applicable statutory limitations for such preference(s); and, furthermore, the Recipient shall take actions to promote increased contracting opportunities for Women-Owned Businesses on the Project, subject to applicable State or federal constitutional limitations.
3. The Recipient shall obtain all necessary approvals, entitlements, and permits required to implement the Project. Failure to obtain any necessary approval, entitlement, or permit shall constitute a breach of a material provision of this Agreement.
4. With respect to a Project funded with SCW Program Contributions through the Regional Program, if the Project has an estimated capital cost of over twenty-five million dollars (\$25,000,000), as adjusted periodically by the Chief Engineer in

accordance with changes in the Consumer Price Index for all urban consumers in the Los Angeles area, or other appropriate index, a provision that the Infrastructure Program Project Developer for such a Project must require that all contractors performing work on such a Project be bound by the provisions of: (1) a County-wide Project Labor Agreement (Community Workforce Agreement), if such an agreement has been successfully negotiated between the County and the Trades and is approved by the Board, or (2) a Project Labor Agreement ("PLA") mirroring the provisions of such Community Workforce Agreement.

5. With respect to a Project funded with SCW Program Contributions through the Regional Program, if one or more of the Municipalities that is a financial contributor to a Project has its own PLA, a provision that the Infrastructure Program Project Developer for the Project must require that contractors performing work on the Project are bound to such PLA. If more than one of the contributing Municipalities to a capital project has a PLA, the Project Developer shall determine which of the PLAs will be applied to the Project.
6. Payment Bond. Payment bonds for exceeding twenty-five thousand dollars are required. A payment bond is defined as a surety bond posted by a contractor to guarantee that its subcontractors and material suppliers on the Project will be paid.
7. Performance Bond. Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issues pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, 7103; Code Civ. Proc. 995.311.)
8. Prevailing Wage. The Recipient agrees to be bound by all the provisions of Sections 1771 and 1774 of the California Labor Code regarding prevailing wages and requires each of subcontractors to also comply. The Recipient shall monitor all contracts resulting from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. The Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make it contractors and subcontractors aware of this provision .
9. Public Funding. This Funded Activity is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

#### B-37. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Recipient. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

#### B-38. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**EXHIBIT C – SPECIAL CONDITIONS**

[If the Recipient is a public agency]

- C-1. The Recipient acknowledges and agrees that the Recipient is the "lead agency" regarding compliance with the California Environmental Quality Act (CEQA) in connection with the Funded Activity and shall be responsible for the preparation of all documentation, analysis and other work and any mitigation necessary to comply with CEQA in connection with the Funded Activity. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA.
- C-2. Upon the completion of the documentation, analysis and other work necessary to comply with CEQA as described in section C-1, the Recipient shall promptly provide such documentation, analysis and work to the District. The Recipient acknowledges that the District is a Responsible Agency under CEQA in connection with the Funded Activity and that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has provided such documentation, analysis and other work to the District and the District has complied with its obligations as a Responsible Agency under CEQA.
- C-3. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the State CEQA Guidelines or the NEPA.
- C-4. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity, or portion thereof, will have one or more significant environmental impacts that cannot be feasibly mitigated, the Recipient shall promptly notify and consult with the District. With the District's approval, the Recipient may determine to terminate or modify the implementation of all or any portion of the Funded Activity in order to avoid such environmental impacts.
- C-5. In the event the parties, pursuant to the preceding paragraph, determine to terminate the implementation of the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the parties determine to terminate the implementation of a portion of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity not terminated.

[If the Recipient is not a public agency]

- C-1. The Recipient shall be responsible for the preparation of all documentation, analysis and other work including any mitigation, necessary to comply with the California Environmental Quality Act (CEQA) in connection with the Funded Activity. Environmental documentation prepared in connection with the Funded Activity will be subject to the review and analysis of the District. Any decisions based on the documentation prepared by the Recipient will reflect the independent judgment of District. By entering into this Agreement, the District is not approving any activity that would be considered a project under CEQA and the Recipient acknowledges that the District will not disburse the SCW Program Contribution for any activities that meet the definition of a project under CEQA until the Recipient has prepared the documentation, analysis and other work necessary to comply with CEQA to the District's satisfaction.
- C-2. In addition to its other indemnification obligations pursuant to this Agreement, the Recipient hereby agrees to indemnify, defend, and hold harmless District, the County of Los Angeles and their officers, employees, and agents from and against any and all claims and/or actions related to the Funded Activity that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- C-3. Notwithstanding any other provision of this Agreement, if any documentation or other analysis pursuant to CEQA discloses that the Funded Activity or any portion thereof will have one or more significant environmental impacts that cannot be feasibly mitigated, the District, after consultation with the Recipient, may terminate the SCW Program Contribution for all or any portion of the Funded Activity or may request that the Funded Activity be modified in order to avoid such environmental impact(s).
- C-4. In the event that the District terminates the SCW Program Contribution for the entirety of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions and the Recipient shall thereafter have no further obligation under this Agreement to implement the Funded Activity. In the event the District terminates the SCW Program Contribution for a portion on of the Funded Activity, the Recipient shall promptly return all previously disbursed but unspent SCW Program Contributions for the terminated portion of the Funded Activity and the Recipient shall thereafter have no further obligation under this Agreement to implement the terminated portion of the Funded Activity, but this Agreement shall remain in full force and effect as to the portion of the Funded Activity for which the SCW Program Contribution was not terminated.

**EXHIBIT D – ADDENDUM TO AGREEMENT****-DRAFT TEMPLATE-****ADDENDUM NO. \_\_\_\_ TO****TRANSFER AGREEMENT NO. \_\_\_\_\_ BETWEEN****THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT****AND (INSERT PROJECT DEVELOPER)****SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. \_\_\_\_ to Transfer Agreement No. \_\_\_\_\_, hereinafter referred to as "Addendum No. \_\_\_\_", is entered into as of \_\_\_\_\_ by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and \_\_\_\_ (*Project Developer/Scientific Studies Applicant*), hereinafter referred to as "Recipient."

**WHEREAS**, District and Recipient entered into Transfer Agreement No. \_\_\_\_\_, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on \_\_\_\_\_;

**WHEREAS**, the Agreement provides for the disbursement of the SCW Program Contribution for the 2020-21 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

**WHEREAS**, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year \_\_\_\_\_;

**NOW, THEREFORE**, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. \_\_\_\_.
2. The District shall disburse the SCW Program Contribution for the \_\_\_\_\_ Fiscal Year as described in the Budget Plan within \_\_\_\_ days of the execution of this Addendum by the last party to sign.
3. All terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum No. \_\_\_\_ has been executed by the parties hereto.

\_\_\_\_\_  
(Recipient):

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

Name:

Title:

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name:

Title:

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



## EXHIBIT E – NATURE BASED SOLUTIONS (NBS) Best Management Practices

Nature-based solutions (NBS) refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Recipients are to consider using Nature-Based Solutions for infrastructure projects and include in each Quarterly Progress/Expenditure Report and annual summary whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Quarterly Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Recipients must attach a copy of the matrix for each Project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.



METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Minimal negative impact to existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Installation of new feature(s) to improve existing drainage system</li> </ul>	<ul style="list-style-type: none"> <li>• Creation of open green space</li> <li>• Installation of features to improve natural hydrology</li> </ul>
Creation & Restoration of Riparian Habitat & Wetlands	<ul style="list-style-type: none"> <li>• Partial restoration of existing riparian habitat and wetlands</li> <li>• Planting of climate appropriate vegetation - between 5 and 15 different climate-appropriate or native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration of existing riparian habitat and wetlands</li> <li>• Planting of native vegetation - between 16 and 30 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>	<ul style="list-style-type: none"> <li>• Full restoration and expansion of existing riparian habitat and wetlands</li> <li>• Planting of plant communities with a diversity of native vegetation – greater than 31 native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul>

New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 <sup>th</sup> percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

**EXHIBIT F – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT**

Recipient or approved Project operator shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

## 1. Litter Control

- Regularly removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regularly inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

## 2. Vegetation Maintenance

- Weed control
  - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
  - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
  - Regularly removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
  - Removal of dead trees and elimination of diseased/damaged growth
  - Prevent encroachment of adjacent property and provide vertical clearance
  - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
  - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
  - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

### 3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

### 4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

### 5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
  - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
  - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
  - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
  - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
  - Use moisture sensing devices to determine water penetration in soil.

## 6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

## 7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

## 8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors



**RESOLUTION NO. 8053**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET  
FOR THE FISCAL YEAR 2020-21 ADOPTED ON JUNE 15, 2020**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2020-21, commencing July 1, 2020, and ending June 30, 2021; 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 will receive funds through the Safe, Clean Water - Regional Program for the San Fernando Regional Park Infiltration Project to increase stormwater capture, groundwater recharge, and to help address local stormwater and urban runoff challenges; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2020 and ending June 30, 2020, a copy of which is on file in the City Clerk's Office, was adopted on June 15, 2020.

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

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

MEASURE W: Safe, Clean Water- Regional Program for the San Fernando Regional Park Infiltration Project

Increase in Expenditures	
010-311-XXXX-4600	\$9,201,200
Increase in Revenues	\$9,201,200
010-XXXX-XXXX	

**PASSED, APPROVED, AND ADOPTED** this 16<sup>th</sup> day of February, 2021.

  
Sylvia Ballin, Mayor

**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. 8053, 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 16<sup>th</sup> day of February 2021, by the following vote of the City Council:

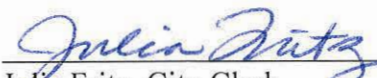
AYES: Rodriguez, Pacheco, Montanez, Mendoza and Ballin - 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 22<sup>nd</sup> day of February 2021.

  
Julia Fritz, City Clerk



**ADDENDUM NO. 1 TO  
TRANSFER AGREEMENT NO. 2020RPULAR02 BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
CITY OF SAN FERNANDO  
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. 1 to Transfer Agreement No. 2020RPULAR02, hereinafter referred to as "Addendum No. 1", is entered into as of October 4, 2021 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of San Fernando for City of San Fernando Regional Park Infiltration Project, hereinafter referred to as "Recipient."

**WHEREAS**, District and Recipient entered into Transfer Agreement No. 2020RPULAR02, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on February 22, 2021;

**WHEREAS**, the Agreement provides for the disbursement of the SCW Program Contribution for the 2020-21 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

**WHEREAS**, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 2021-22;

**NOW, THEREFORE**, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 1.
2. The District shall disburse the SCW Program Contribution for the 2021-22 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.
3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

## **Execution of Agreement**

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

Regional Program  
Agreement No. 2020RPULAR02  
Addendum No. 1

IN WITNESS WHEREOF, this Addendum No. 1 has been executed by the parties hereto.

Upper Los Angeles River:

City of San Fernando

City of San Fernando Regional Park Infiltration Project

DocuSigned by:  
By: Nick Kimball  
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Name: Nick Kimball  
Title: City Manager  
Date: 12/22/2021 | 9:27 AM PST

Regional Program  
Agreement No. 2020RPULAR02  
Addendum No. 1

IN WITNESS WHEREOF, this Addendum No. 1 has been executed by the parties hereto.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

By:   
575B7DCCBDF2415...

Name: Carolina T Hernandez

Title: Assistant Deputy Director

For: Mark Pestrella

Date: 12/28/2021 | 7:58 AM PST

**ADDENDUM NO. 2 TO  
TRANSFER AGREEMENT NO. 2020RPULAR02 BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
CITY OF SAN FERNANDO  
SAFE, CLEAN WATER PROGRAM – REGIONAL PROGRAM**

This Addendum No. 2 to Transfer Agreement No. 2020RPULAR02, hereinafter referred to as "Addendum No. 2", is entered into as of November 21, 2022 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and City of San Fernando for City of San Fernando Regional Park Infiltration Project, hereinafter referred to as "Recipient."

**WHEREAS**, District and Recipient entered into Transfer Agreement No. 2020RPULAR02, hereinafter referred to as "Agreement", pertaining generally to the transfer of a SCW Program Contribution (as therein defined) from District to Recipient for the implementation by Recipient of a Funded Activity (as therein defined) to increase stormwater and/or urban runoff capture and/or reduce stormwater and/or urban runoff pollution, on February 22, 2021;

**WHEREAS**, the Agreement provides for the disbursement of the SCW Program Contribution for the 2022-23 Fiscal Year (as therein defined), and further provides that if the Funded Activity is included in a duly approved Stormwater Investment Plan (as therein defined) for a subsequent Fiscal Year, the parties shall enter into an addendum to the Agreement regarding the disbursement of the SCW Program Contribution for that subsequent Fiscal Year;

**WHEREAS**, the Funded Activity has been included in a duly approved Stormwater Investment Plan for Fiscal Year 2022-23;

**NOW, THEREFORE**, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code together with the definitions set forth in the Agreement shall apply to this Addendum No. 2.
2. The District shall disburse the SCW Program Contribution for the 2022-23 Fiscal Year as described in the Budget Plan within forty-five (45) days of the execution of this Addendum by the last party to sign.
3. All terms and conditions of the Agreement shall remain in full force and effect, including, but not limited to the following provisions related to compliance with the California Environmental Quality Act (CEQA):

## **Execution of Agreement**

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Recipient hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

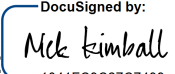
Further, the District and the Recipient: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Addendum No. 2 has been executed by the parties hereto.

Upper Los Angeles River:

City of San Fernando

City of San Fernando Regional Park Infiltration Project

By:   
1041FC9C27C7499...

Name: Nick Kimball

Title: City Manager

Date: 07/12/2023 | 12:01 PM EDT

IN WITNESS WHEREOF, this Addendum No. 2 has been executed by the parties hereto.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

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

Name: Carolina T Hernandez

Title: Assistant Deputy Director

For: Mark Pestrella

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





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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Nick Kimball, City Manager  
By: Julian Venegas, Director of Recreation and Community Services  
Manuel Fabian, Civil Engineer Assistant II

**Date:** November 6, 2023

**Subject:** Consideration to Accept Project Completion and Authorize the Recordation of the Notice of Completion for the Layne Park Revitalization Project

**RECOMMENDATION:**

It is recommended that the City Council:

- a. Accept the improvements as constructed by KASA Construction, Inc. and consider the work completed;
- b. Authorize the issuance and filing of the “Notice of Completion” (Attachment “A”) with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and
- c. Authorize the release of the five percent retention amount of \$70,435.67 after the 35-day lien period, which starts from the date the Notice of Completion is recorded.

**BACKGROUND:**

1. On July 1, 2019, the City Council authorized staff to submit a California Statewide Park Development and Community Revitalization Grant Program (SPP) grant application for all six parks (i.e., Recreation, Las Palmas, Pioneer, Layne, Rudy Ortega Sr., and the Pacoima Wash Natural parks). To make the grant applications more competitive the City Council authorized a \$20,000 match per application.
2. On July 19, 2019, and throughout the application process, Recreation and Community Services (RCS) staff discussed the renovation plans for all six parks with the Parks, Wellness, and Recreation Commission. In addition, feedback from community planning meetings on the park renovation projects was incorporated into the final grant applications.
3. On February 25, 2020, the California Department of Parks and Recreation announced that the City’s SPP Layne Park Revitalization Project grant application was selected for funding. A

grant award of \$1,114,245, plus the City's grant match of \$20,000, provided a total of \$1,134,245 to complete the project.

4. On January 19, 2021, the City Council approved a professional services agreement with MIG for the design of the Layne Park Revitalization Project with the caveat that the proposed design incorporates additional community feedback on the design elements discussed at the January 4, 2021 City Council meeting. The cost of the MIG Professional Services Agreement amounted to \$221,304.
5. Between April 21, 2021, and June 2, 2021, the RCS Department contracted with Valley Care Community Consortium (VCCC) to facilitate three community workshops that gathered input for the design of the Layne Park Revitalization Project.
6. On July 19, 2021, the City Council approved the Base Project Design for the Layne Park Revitalization Project and directed staff to work with MIG to incorporate the additional project amenities identified by the community outreach workshops as an Alternative Project Design for the Layne Park Revitalization Project.
7. On May 2, 2022, the City Council authorized a Notice Inviting Bids (NIB) for the construction of the Layne Park Revitalization Project. The NIB requested a Base Project Design bid based on the grant application and an Alternate Project bid based on the community feedback. The City only received one proposal for the project. However, the Base Project Design bid exceeded the engineer's cost estimates for the project.
8. On November 7, 2022, the City Council awarded a Contract to KASA Construction, Inc., (Contract No. 2123) in the amount not-to-exceed \$1,394,561, with the additional cost to be funded through American Rescue Plan Act (ARPA) funds.
9. On March 3, 2023, a Notice to Proceed was issued to KASA Construction, Inc.
10. On July 11, 2023, the majority of the project was completed with additional outstanding works to be performed.
11. On October 20, 2023, KASA Construction, Inc. completed outstanding works.

#### **ANALYSIS:**

The Layne Park Revitalization Project consisted of park improvements and upgrades at the site. The work commenced in April 2023 and was substantially completed in July 2023, with additional outstanding punch list items finalized in October 2023. City staff monitored the worksite on a daily basis throughout the project duration to ensure that work was performed in accordance with the prescribed plans and specifications. The scope of work included:

- A new restroom facility.
- A sod turf soccer field with goals.
- A 10-foot high wire mesh fence around the soccer field.
- A basketball half court with a 10-inch wire mesh fence at the west end of the court.
- Play area shade with ADA equipment upgrades.
- Drought tolerant landscaping and bioswale.
- Decomposed granite pathway.
- Shrubs along south alleyway.
- Installation of three-rail fencing at the north alleyway.

Eight (8) Change Orders were issued for the project that resulted in net cost increase of \$13,605.01, which is covered by the contingency incorporated into the project's allocation. Changes Orders involved both cost increases and cost savings. The cost increases (\$30,367.11) were due to unforeseen circumstances resulting in additional labor and supplies needed to complete the playground, while the cost savings (-\$16,762.10) resulted from credits related to the connectivity of the restroom building electrical and sewer services.

Following a comprehensive evaluation of the work performed by the contractor, staff confirmed that the project was completed in conformance with the approved plans and specifications. As a result, staff recommends proceeding with filing the Notice of Completion for recordation with the Los Angeles County Office of the Registrar-Recorder/County Clerk.

#### **BUDGET IMPACT:**

A total of \$1,464,289 was appropriated in Fiscal Year 2022-2023 for the Layne Park Revitalization Project. The appropriation was distributed as follows: Prop 68 SPP Grant \$912,941, RPOSD Grant \$351,007 and ARPA Funds \$200,341. The Layne Park Revitalization Project was completed within the projected budget despite the net \$13,605.01 Change Order increase.

#### **CONCLUSION:**

It is recommended that the City Council accept the improvements as constructed by KASA Construction, Inc., consider the work completed, authorize the issuance and filing of the "Notice of Completion," and authorize the release of the five percent retention amount \$70,435.67 after the 35-day lien period.

#### **ATTACHMENT:**

A. Notice of Completion

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

**City of San Fernando**  
Julia Fritz, City Clerk  
San Fernando City Hall  
117 Macneil Street  
San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

EXEMPT FROM RECORDING FEES PER GOVT CODE SECTION 6103

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

1. **NOTICE IS HEREBY GIVEN THAT:** work on the Layne Park Revitalization Project, Job No. 7616 has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** Project construction improvements consisted of installation of a restroom facility, sod turf soccer field, 10-foot high wire mesh fence, play area with ADA requirement upgrades, drought tolerant landscaping and bioswale, decomposed granite pathway, three-rail fence along alleyway
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: 120 North Huntington Street, San Fernando, California 91340
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on July 11, 2023
6. **NATURE OF OWNER'S INTEREST:** Public Park
7. **NAME AND ADDRESS OF CONTRACTOR:** KASA Construction, Inc., 15148 Sierra Bonita Lane, Chino, California 91710
8. **DECLARATION:** I, Julian Venegas, duly appointed Director of Recreation and Community Services of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Julian Venegas, Director of Recreation and Community Services  
City of San Fernando, California

\_\_\_\_\_  
Date

### ACKNOWLEDGMENT

State of California                     )  
County of Los Angeles               )

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On \_\_\_\_\_ before me, Julia Fritz, Notary Public, personally appeared, Kenneth Jones who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Julia Fritz, Notary Public

(Seal)

**A PUBLIC HEARING TO CONSIDER APPROVING THE  
ADOPTION OF AN ORDINANCE APPROVING A  
MILITARY USE EQUIPMENT POLICY, AS REQUIRED BY  
ASSEMBLY BILL 481**

(THIS ITEM HAS BEEN CONTINUED TO A DATE UNCERTAIN)

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**To:** Mayor Celeste T. Rodriguez and Councilmembers

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

**Date:** November 6, 2023

**Subject:** Discussion to Consider the Process for Filling the Existing City Council Vacancy

**RECOMMENDATION:**

It is recommended that the City Council:

- a. Receive a presentation from staff regarding options for filling the existing City Council vacancy;
- b. Provide direction to staff to proceed with:

Option 1: Appointment Process to fill the City Council Vacancy;

Or

Option 2: Adopt Resolutions (Attachment "A") calling for and giving notice of holding a Special Municipal Election on March 5, 2024, requesting to consolidate the Election with the Statewide General Election, requesting the County of Los Angeles Board of Supervisors to authorize Los Angeles County Elections Official to perform election services, and adopting regulations pertaining to materials and regulations pertaining to Candidate Statements;

Or

Option 3: Bring back to the City Council, before December 20, 2023, adoption of resolutions calling for a special stand-alone election on April 9, 2024, for the election of one City Councilmember to fill the unscheduled vacancy until November 2024, requesting that the Board of Supervisors of the County of Los Angeles authorize the Registrar-Recorder/County Clerk to perform election services, and adopting regulations pertaining to candidate statements; or

- c. Provide alternative direction to staff, as appropriate.

## **BACKGROUND:**

1. On May 3, 2010, the City Council adopted Resolution No. 7376 (Attachment “B”) approving an amendment to the City Council Procedural Manual, *Section 13. Procedure for Filling City Council Vacancies*.
2. On September 16, 2019, the City Council discussed and approved a step-by-step appointment process (Attachment “C”) in addition to Section 13 of the Procedures for Filling City Council Vacancies. This process was developed, as a result of Councilmember Antonio Lopez’s impending resignation from the City Council, which was effective September 30, 2019.
3. On October 7, 2019, the City Council appointed candidate applicant Mary Mendoza to fill the vacancy left by Councilmember Lopez’s resignation and pursuant to GC Section 36512, Councilmember Mendoza served until the next general election in November 2020.
4. On November 3, 2020, Mary Mendoza was re-elected to serve as a Councilmember for the remaining two-year balance of Councilmember Lopez’s full four-year term, along with Cindy Montañez and Celeste Rodriguez, each elected to serve as Councilmembers for full four-year terms of office.
5. On October 21, 2023, a City Council unscheduled vacancy was created with the passing of Councilmember Cindy Montañez. The Councilmember’s term of office was set to expire with next year’s November 5, 2024, General Municipal Election.

## **ANALYSIS:**

The City of San Fernando is a General Law City and the California Government Code sets basic parameters and deadlines for filling a City Council vacancy, as outlined in Attachment “D”. Government Code (GC) section 36512 governs the process for filling the vacancy in an elective office. It states that a City Council must, within 60 days from the date of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The effective date of the current vacancy is October 21, 2023 due to the passing of Councilmember Cindy Montañez, therefore, the City Council has 60 days from October 21, 2023 to either fill the vacancy by appointment or call a special election.

### *Appointment*

*Section 13. Procedure for Filling City Council Vacancies* of the City Council Procedural Manual prescribes the process for filling a vacant seat by appointment (Attachment “B”) in addition to the step-by-step processes subsequent to City Council’s direction to fill the vacancy by appointment (Attachment “C”).

### *Special Election*

GC section 36512(b)(1), states that the special election must be held “on the next regularly established election date not less than 114 days from the call of the special election.” At present, there are only two Special Election dates available, which are the March 5, 2024 Statewide Presidential Primary Election as a “consolidated” election with the Los Angeles County Registrar-Recorder/County Clerk (“County”) or April 9, 2024 as a “Stand-alone” Special City Election.

Even though the City Council has until December 20, 2023, to decide on how to fill the vacancy, the deadline to adopt a resolution calling for a special election consolidated with Los Angeles County’s March 5, 2024 Presidential Primary Election is November 12, 2023. The deadline for calling a special election on April 9, 2024 is December 17, 2023. If no action on calling a special election is taken by the City Council within the time permitted by statute, the default election date would be the next regularly scheduled City General Municipal Election of Tuesday, November 5, 2024.

If the vacancy is filled either by a special election or through an appointment by the City Council, the candidate would serve out the remainder of the current term of the vacated seat, which expires in November 2024. Accordingly, any person appointed to the vacant seat by the City Council or elected to the vacant seat at the March or April special election would be required to run for office again at the City’s General Municipal Election of November 2024 when the vacated seat would have been up for election regardless.

### *No Action*

If City Council does not take action to appoint someone to fill the vacancy or call a Special Election by December 20, 2023, then the default will be to fill the vacancy during the General Municipal Election on November 5, 2024.

### **BUDGET IMPACT:**

The estimated cost to make an appointment to fill the impending City Council vacancy is approximately \$500 - \$1,000 for advertising costs and staff cost to verify applicant eligibility.

According to the Los Angeles County Registrar/Recorder’s Office calculator estimation tool (Attachment “E”), the cost estimated to hold a consolidated special election on March 5, 2024 is approximately \$65,000. A budget amendment resolution will be requested at a later date if this option is pursued.

The estimated cost to hold a special election on April 9, 2024 is approximately \$550,000 to \$600,000, according to the Los Angeles County Registrar/Recorder’s Office. A budget amendment resolution will be requested at a later date if this option is pursued.

**CONCLUSION:**

Staff recommends the City Council provide direction to staff related to the process for filling the City Council vacancy.

**ATTACHMENTS:**

- A. Resolution Nos. 8266, 8267, and 8268 calling for a March 5, 2024 Special Election
- B. City Council Procedural Manual, Section 13. Procedure for Filling City Council Vacancies
- C. Approved Step-by-Step Appointment Process
- D. Deadlines for Filling a City Council Vacancy
- E. Cost Estimation - Consolidated Special Election on March 5, 2024

**RESOLUTION NO. 8266**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON, MARCH 5, 2024, WITH THE STATEWIDE PRESIDENTIAL PRIMARY ELECTION**

**WHEREAS**, the City Council of the City of San Fernando will hold a Special Municipal Election to be held on March 5, 2024, for the purpose of the election of one (1) Member of the City Council to fill the balance of the unscheduled vacancy due to the passing of Councilmember Cindy Montañez that occurred on October 21, 2024, and would expire at the next regular City Election in November 2024.

**WHEREAS**, it is desirable that the Special Municipal Election be consolidated with the Statewide Presidential Primary Election to be held on the same date and that within the City the precincts, polling places and election an officer be the same, and that the Los Angeles County Registrar-Recorder/County Clerk ("County Registrar") canvass the returns of the Special Municipal Election and that the election be held in all respects as if there were only one election; and

**WHEREAS**, Elections Code Section 10002 authorizes the City to request by resolution that the Board of Supervisors of Los Angeles County authorize the County Registrar to conduct specified election services.

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

**SECTION 1.** Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a Special Municipal Election with the Statewide Presidential Primary Election on Tuesday, March 5, 2024, for the purpose of the election of one (1) Member of the City Council to fill the balance of an unscheduled vacancy due to the passing of Councilmember Cindy Montañez that occurred on October 21, 2024, to the next regular City Election in November 2024.

**SECTION 2.** The City Council requests the Board of Supervisors of the County of Los Angeles to direct the Registrar-Recorder/County Clerk to administer, manage and perform all necessary functions, services and tasks related to the complete and successful conduct of the consolidated election; including the provision of all election materials and equipment; the hiring, training and supervision of election workers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials in the required

languages for the City of San Fernando; the collection of submitted ballots; the tallying of votes; and canvassing and certification of election results. The election will be held in all respects as if there were only one election and only one form of ballot will be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

**SECTION 3.** The Board of Supervisors is requested to consent and agree to the consolidation of the City of San Fernando's Special Municipal Election with the Statewide Presidential Primary Election to be held on March 5, 2024, and that the County of Los Angeles take any and all steps necessary for the holding of the consolidated election.

**SECTION 4.** The City of San Fernando recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for these costs.

**SECTION 5.** The candidate nomination and filing process shall occur in the City of San Fernando for convenience of residents between the dates of November 13, 2023, and December 8, 2023 and shall be conducted by the City Clerk with the support of the County Registrar.

**SECTION 6.** The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors of the County of Los Angeles and the County Registrar.

**SECTION 7.** The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED, AND ADOPTED THIS 6<sup>th</sup> day of November, 2023.**

---

Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk



CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8266 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 6<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2023.

---

Julia Fritz, City Clerk

**RESOLUTION NO. 8267**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, CALLING FOR THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES**

**WHEREAS**, under the provisions of the laws relating to General Law Cities in the State of California, a Special Municipal Election shall be held on, March 5, 2024, for the election of a Councilmember to fill an unscheduled vacancy which was created on October 21, 2023 by the passing of Councilmember Cindy Montañez, for the balance of her term of office ending November 2024.

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

**SECTION 1.** Pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of San Fernando, California, on Tuesday, March 5, 2024, a Special Municipal Election for the purpose of electing one (1) Councilmember to fill an unscheduled vacancy which was created on October 21, 2023 by the passing of Councilmember Cindy Montañez, with a term expiration of November 2024.

**SECTION 2.** The ballots to be used at the special election shall be in form and content as required by law.

**SECTION 3.** The City Clerk is authorized, instructed and directed to coordinate with the County of Registrar-Recorder/County Clerk ("County Registrar") to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 4.** The polls/vote centers, operated by the County Registrar, for the election shall be open as required during the identified voting period pursuant to Section 4007 and 14401 of the Elections Code of the State of California.

**SECTION 5.** In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 6.** Notice of the time and place of holding the special election is given and the City Clerk and County Registrar are authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 7.** The City Council authorizes the City Clerk to administer said special election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

**SECTION 8.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED, AND ADOPTED THIS 6<sup>th</sup> day of November, 2023.**

---

Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8267 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 6<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2023.

---

Julia Fritz, City Clerk

**RESOLUTION NO. 8268**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE  
OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE  
VOTERS AT A SPECIAL ELECTION TO BE HELD ON TUESDAY,  
MARCH 5, 2024**

**WHEREAS**, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the Candidate Statement.

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

**SECTION 1.** GENERAL PROVISIONS. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at a Special Election to be held in the City of San Fernando on March 5, 2024, may prepare a Candidate Statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

**SECTION 2.** Pursuant to Section 13307(c) of the California Elections Code, the governing body of the City of San Fernando authorizes the preparation of candidate statements for nonpartisan elective office for the purpose of electronic distribution. Candidates will prepare statements for electronic distribution pursuant to Section 13307(a) of the Elections Code. Pursuant to Section 13307.7(a) of the Elections Code, candidates shall provide payment of the requisite fee to cover the duties and procedures set forth in Sections 13307(b) and (d) of the Elections Code.

**SECTION 3.** FOREIGN LANGUAGE POLICY. Pursuant to the Federal Voting Rights Act, the Candidate Statement shall be translated into all languages required by the County of Los Angeles. The Los Angeles County Registrar-Recorder/County Clerk ("County Registrar"), will print and mail the voters' pamphlet and candidate statements in all the required languages. Pursuant to State law, the candidates' statements must be translated and printed in the voters' pamphlet in any language at the candidates' request. The candidates will be required to pay for the actual cost of translating and printing their candidates' statements into any required foreign language pursuant to Federal and/or State law, as specified, and into any other foreign language requested by the candidate.

**SECTION 4.** PAYMENT. The City Clerk shall work with the County Registrar to estimate the total cost of printing, handling, translating, and mailing the Candidate Statements filed, including the costs incurred as a result of complying with the Voting Rights Act of 1965, as amended, and require each candidate filing a statement to pay in advance to the City of San Fernando his or her estimated pro rata share as a condition of having his or her statement included in the voters' pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

**SECTION 5.** MISCELLANEOUS. Translations shall be provided by professionally certified translators and the City Clerk and County Registrar shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

**SECTION 6.** ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the Official Sample Ballot Booklet/Voter Information Guide.

**SECTION 7.** The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

**SECTION 8.** All previous resolutions establishing City Council policy on payment for Candidate Statements are repealed.

**SECTION 9.** This resolution shall apply only to the special election to be held on March 5, 2024, and shall then be repealed.

**SECTION 10.** The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED, AND ADOPTED THIS 6<sup>th</sup> day of November, 2023.**

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Celeste T. Rodriguez, Mayor of the City of  
San Fernando, California

**ATTEST:**

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Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8268 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 6<sup>th</sup> day of November, 2023, by the following vote of the City Council:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAINED:**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_\_ day of November, 2023.

---

Julia Fritz, City Clerk

committee, and that the direction provided by the standing committee is carried out.

## 12.8 AGENDAS

The agenda for all regular meetings of a standing committee, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the regular meeting (24 hours in advance of a special meeting) at the City Clerk's office. The Agenda may be amended in accordance with State law, prior to any meeting.

When the City Council desires to have an item placed on an agenda for an upcoming meeting of a standing committee, the City Council shall provide the designated staff liaison with that directive at a meeting of the City Council. At that time, the City Council may also charge the designated staff liaison with the responsibility for conducting preliminary research and collecting/preparing any written materials that may aid the Committee in its discussion of the matter.

## 12.9 REPORT ON ACTIVITIES OF STANDING COMMITTEES

The agendas for City Council meetings shall include a section entitled Standing Committee Updates. The Committee Chair is responsible for making a brief report on the activities of the committee to the full City Council. If there is nothing to report, then "Nothing to Report" is an acceptable comment.

All written materials presented to a standing committee are public records, and shall be maintained as directed by the City Clerk.

# 13. PROCEDURE FOR FILLING CITY COUNCIL VACANCIES

13.1 If a vacancy occurs to any City Council seat, the vacancy may be filled by appointment or by special election in compliance with Government Code Section 36512(b). The filling of vacancies by appointment shall be subject to the restrictions of Government Code section 36512(d)(1) which prohibits the filling of a vacancy by appointment if the appointment would result in a majority of the members serving on the City Council being appointees.

13.2 If the City Council elects to fill a vacancy to a City Council seat by appointment, any appointment shall be made in subject to the following procedures:

- a. At a regular or special meeting of the City Council, the City Council shall direct the City Clerk to make an application available, at the earliest possible date and time, for individuals interested in being appointed to the vacant City Council seat, and establish a reasonable due date for the applications.



- b. At a regular or special meeting of the City Council, the City Council will allow all applicants to address the City Council for the purpose of stating their experience and qualifications for being granted the appointment. The City Council shall determine the uniform amount of time candidates will receive to address the City Council.
- c. Following the presentations by potential appointees, the City Council will receive comment from interested members of the public.
- d. Following public comment, the City Council may commence deliberation on one of the following options:
  - i. Make an appointment to fill the vacant City Council position and direct the City Clerk to administer the Oath of Office; or
  - ii. Defer making an appointment until Councilmembers have had additional time to consider the applicants, and a further opportunity should they wish to interview the finalists one-on-one.
- e. As provided under Government Code Section 36512, if the City Council does not fill the vacancy by appointment within 60 days from the date of the vacancy or fails to call an election within 60 days from the date of the vacancy, the vacant seat shall automatically be filled by election as provided under Government Code section 36512 and other applicable laws.

#### **14. PRIORITY GOAL SETTING MEETING**

- 14.1 The City Council shall hold a special study session every year during the budget process to set priorities and goals for the subsequent fiscal year. The purpose of setting goals and priorities is to provide the City Manager with guidance for allocating funds in the City Manager's Proposed Budget.
  - a. City Council goals articulate city-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. Goals tend to remain relatively stable over time.
  - b. Priorities are specific short-term items that are reasonably achievable in the upcoming fiscal year. Priorities typically fit within city-wide goals but provide more specific focus for the upcoming fiscal year.
- 14.2 When setting goals and priorities, City Council shall take into consideration staff resources available to accomplish said goals and priorities. The goals and priorities should be reviewed semi-annually (i.e., twice a year) with the City Manager and updated to reflect goals and priorities that are reasonably

1. The City will publicly notice the application period for individuals interested in filling the City Council vacancy in the local adjudicated newspaper, City website, social media, and posted at City Hall. To be considered, applicants must be registered voters residing in the City of San Fernando.
2. Applications (Attachment "D") will be available beginning Tuesday, October 1, 2019, and shall be submitted to the City Clerk's Office no later than 8:00 a.m. on Monday, October 7, 2019. Late applications will not be accepted. **Date subject to vacancy deadline**
3. The City Clerk shall review applications to confirm that applicants are registered voters residing in the City of San Fernando and make the eligible applications available on the City's website by 9:00 a.m. on Monday, October 7, 2019. Applicant names will not be released until they have been confirmed as eligible and applications have been posted to the City's website on Monday, October 7, 2019. **Date subject to vacancy deadline**
4. The City Council will place the item to consider appointment to fill the vacancy on the regular City Council agenda on Monday, October 7, 2019. When the item is considered by City Council, each applicant will be given three minutes to make a public statement to City Council. **Date subject to vacancy deadline**
5. Members of the public shall have the opportunity to comment on the applicants either during regular public comment at the beginning of the meeting or after all applicants have been given the opportunity to make a statement.
6. Once public comment has been closed, all applicants will be asked to surrender electronic devices and be sequestered in the Community Room at City Hall.
7. Applicants will be called upon, one at a time, and the City Council will have the opportunity to publicly ask questions to each applicant.
8. Once the City Council has completed questioning an applicant, the applicant may then take a seat in the Council Chambers. They will not rejoin the remaining sequestered applicants in the Community Room.
9. After all applicants have responded to questions from the City Council, the Mayor may: 1) call for a vote to fill the vacancy, 2) defer making the appointment to a future date, or 3) extend the application period to solicit additional applicants.
10. If a vote is called, the City Clerk will conduct a roll call vote and each Councilmember will announce their vote to fill the vacancy until a replacement is appointed by simple majority vote.
11. The City Clerk will administer the Oath of Office to the applicant appointed to fill the vacancy.

**IMPORTANT DATES ASSOCIATED WITH THE FILLING OF THE CITY COUNCIL VACANCY**

<b>DATE</b>	<b>DESCRIPTION</b>
<b>10/21/2023 (Sat.)</b>	Effective date of City Council vacancy due to the passing of Councilmember (60-day decision clock starts).
<b>11/02/2023 (Thur.)</b>	Last date to Post City Council Agenda for Meeting of 11/06/2023, which includes action items for calling of a March 5, 2023, Special Election if desired.
<b>11/06/2023 (Mon.)</b>	Next and Last Regular City Council Meeting date before deadline to call a March 5, 2024, Special Election.  A March 5, 2024, Special Election can also be called at a special meeting held before the November 12, 2023, deadline.
<b>11/12/2023 (Sun.)</b>	Last day to call a March 5, 2024, Special Election.
<b>12/04/2023 (Mon.)</b>	Last Regular City Council Meeting date before deadline to call an April 9, 2024, Special Election.  An April 9, 2024, Special Election can also be called at a special meeting held before the December 17, 2023, deadline.
<b>12/17/2023 (Sun.)</b>	Last day to call an April 9, 2024, Special Election.
<b>12/20/2023 (Wed.)</b>	Deadline for City Council to either fill the vacancy by appointment or fill by way of an election. By this time, the default election date will be the General Municipal Election of November 5, 2024.



# Los Angeles County Registrar-Recorder/County Clerk

ATTACHMENT "E"



## Election Estimating Calculator

[Go to Election  
Estimate Home](#)
[Go to Election Estimate Home](#)

### Select Estimate Type

The estimated cost is based on the cost factors below. **Any changes to the election cost factors will impact the final costs for your jurisdiction.**

If you need cost estimates for other elections or further assistance in using the cost estimate calculator, please contact our Election Billing team at [electionbilling@rrcc.lacounty.gov](mailto:electionbilling@rrcc.lacounty.gov).

## CITY OF SAN FERNANDO 2024 March Primary Election

### CITY OF SAN FERNANDO - At Large

<i>Voter Count</i>	<i>Rate Breakdown</i>	<i>Estimated Cost</i>
Registered Voters (RV)	12,259	
<i>Election Operations (rate * RV)</i>	$\$3.0295 * 12259$	\$37,138.64
<i>Vote By Mail Processing (rate * RV)</i>	$\$0.9539 * 12259$	\$11,693.86
<i>Sample Ballot Processing and Printing</i>		
Office(s)/Seat(s) (rate * No. of Offices * RV)	$\$0.0188 * 1 * 12259$	\$230.47
Measures(s) (rate * No. of Measures * RV)	$\$0.0188 * 0 * 12259$	\$0.00
Measure Text (rate * No. of Text Pages for all measures * RV)	$\$0.0564 * 0 * 12259$	\$0.00
Voting Information (rate * RV)	$\$0.5271 * 12259$	\$6,461.72
<i>Candidate Filing and Campaign Finance (rate * No. of Candidates)</i>	$\$957.1867 * 2$	\$1,914.37

<b>Election Preparation Cost (Flat rate per jurisdiction)</b>	<b>\$8,585.63</b>
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## CITY OF SAN FERNANDO TOTAL ESTIMATE

**\$66,024.69**

**DISCLAIMER:** Please note that calculating an estimate using the Election Cost Estimate Calculator is not consent or agreement to hold, consolidate or provide support services for an election. Requests from jurisdictions for any election scenario must be received in the form of an adopted resolution or other official document and considered by the Board of Supervisors and Registrar-Recorder/County Clerk at the appropriate time. For more information, please contact the Election Information and Preparation Division at [ecu@rrcc.lacounty.gov](mailto:ecu@rrcc.lacounty.gov).



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**To:** Mayor Celeste T. Rodriguez and Councilmembers

**From:** Councilmember Joel Fajardo

**Date:** November 6, 2023

**Subject:** Discussion on Honoring the Life and Legacy of Cindy Montañez

**RECOMMENDATION:**

I have placed this item on the agenda for City Council discussion (Attachment “A”) to provide staff with direction.

**BACKGROUND/ANALYSIS:**

See Attachment “A” that was submitted to request to agendize this item for the November 6, 2023 City Council Meeting.

**BUDGET IMPACT:**

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

**ATTACHMENT:**

A. Request to Agendize an Item for City Council Discussion/Consideration

## REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

### CITY COUNCILMEMBER INFORMATION

NAME

Joel Fajardo

TITLE

Councilmember

### ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Honoring the Life and Legacy of Cindy Montanez

#### PRIORITIES

*Is this included in the current FY priorities?*

☒ Yes ☐ No

#### BUDGET

*Is this a budgeted item?*

☐ Yes ☒ No

#### FISCAL IMPACT

*Is there a fiscal impact? If yes, indicate amount.*

☐ Yes ☐ No \$ TBD

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

This agenda item is intended to allow the City Council to engage in a discussion regarding the life and legacy of Cindy Montanez, a distinguished member of our community. The purpose of this discussion is to provide staff with guidance on how best to commemorate and pay tribute to Cindy Montanez's contributions at upcoming community events and City Council meetings.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*

The City Council is encouraged to provide guidance to staff on how to best honor and remember Cindy Montanez's life and legacy.