



## CITY OF SAN FERNANDO

### CITY COUNCIL REGULAR MEETING AGENDA SUMMARY MONDAY, MARCH 18, 2024 – 6:00 PM

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

#### **PUBLIC PARTICIPATION OPTIONS**

Please visit the City's YouTube channel to live stream and watch previously recorded City Council meetings, which is also available with Spanish subtitles at:

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

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 in-person translation services, or other services please call the City Clerk Department at (818) 898-1204 or email at [cityclerk@sfcity.org](mailto:cityclerk@sfcity.org) at least 2 business days prior to the meeting.

#### **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 **12:00 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 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.

---

*Staff Contact Nick Kimball, City Manager*

## **SAN FERNANDO CITY COUNCIL**

### **Regular Meeting Notice and Agenda – March 18, 2024**

Page 2 of 8

---

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

#### **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 EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR MARCH STUDENTS OF THE MONTH (CREATIVE/ARTISTIC)  
Melissa Reyes Grajeda (San Fernando Middle School)  
Geraldine Ramos (ArTES Magnet)
- B. PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF MARCH 2024 AS WOMEN'S HISTORY MONTH
- C. PRESENTATION OF A PROCLAMATION DECLARING THE MONTH OF MARCH 2024 AS NATIONAL NUTRITION 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.



## SAN FERNANDO CITY COUNCIL

### Regular Meeting Notice and Agenda – March 18, 2024

Page 3 of 8

---

#### **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 **12:00 p.m. the day of the meeting** to ensure distribution to the City Council and made part of the official public record of the meeting.

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:**

- |                            |                                |
|----------------------------|--------------------------------|
| a. June 13, 2005 – Special | d. August 1, 2006 - Special    |
| b. May 8, 2006 – Special   | e. February 5, 2024 - Special  |
| c. July 10, 2006 – Special | f. February 20, 2024 - Special |

#### **2) CONSIDERATION TO ADOPT RESOLUTION NOS. 24-031 AND 24-032 APPROVING THE WARRANT REGISTERS OF MARCH 4, 2024, AND MARCH 18, 2024, RESPECTIVELY**

Recommend that the City Council:

- a. Adopt Resolution No. 24-031 approving the Warrant Register dated March 4, 2024; and
- b. Adopt Resolution No. 24-032 approving the Warrant Register dated March 18, 2024.

#### **3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE RECORDS IN ACCORDANCE WITH THE CITY'S RECORDS RETENTION SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF RECORDS**

Recommend that the City Council:

- a. Adopt Resolution No. 8291 authorizing the City Clerk and City Attorney to destroy obsolete records per the Destruction List Approval and detailed in the Request for Destruction of Records pursuant to the State of California, Government Code Section 34090 and the City's approved Records Retention Schedule for the Maintenance and Disposition of Records;

## **SAN FERNANDO CITY COUNCIL**

### **Regular Meeting Notice and Agenda – March 18, 2024**

Page 4 of 8

---

- b. Authorize the City Clerk to certify the Certificate of Destruction; and
- c. Authorize the City Clerk to take all related actions to dispose of such records.

#### **4) CONSIDERATION TO RECEIVE AND FILE THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2023**

Recommend that the City Council receive and file the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2023.

#### **5) CONSIDERATION TO ADOPT A RESOLUTION APPROVING AUTHORIZATION TO DISTRIBUTE REVENUES ON BEHALF OF THE FORMER SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY FROM THE PAYOFF OF OUTSTANDING LOANS RELATED TO LIBRARY PLAZA PARTNERS, LLC, AND APPROVE EXECUTION OF SUBSTITUTION OF TRUSTEE AND RECONVEYANCE OF DEED OF TRUST**

Recommend that the City Council:

- a. Adopt Resolution No. 8292 of the City Council of the City of San Fernando, acting as successor to the Successor Agency of the San Fernando Redevelopment Agency to authorize distribution of proceeds;
- b. Approve execution of a Substitution of Trustee and Reconveyance of Deed of Trust related to the Payoff of Outstanding Loan Obligations in connection with Library Plaza Partners, LLC; and
- c. Authorize the City Manager to take certain related actions.

#### **6) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING AN EXECUTIVE COMPENSATION PLAN FOR DEPARTMENT HEAD CLASSIFICATIONS APPOINTED BY THE CITY MANAGER AND RESCINDING RESOLUTION NOS. 7973 AND 7973(A), AND AMENDING THE SALARY PLAN FOR FISCAL YEAR 2023-2024**

Recommend that the City Council:

- a. Adopt Resolution No. 8289 establishing the salary and benefits for Department Head classifications (Executive Compensation Plan) that are appointed by the City Manager;
- b. Rescind Resolution Nos. 7973 and 7973(a) that set forth the prior Department Head compensation plan;
- c. Adopt Resolution No. 8290 amending the Salary Plan for Fiscal Year 2023-2024; and
- d. Authorize the City Manager to make non-substantive corrections and execute all related documents.

## **SAN FERNANDO CITY COUNCIL**

### **Regular Meeting Notice and Agenda – March 18, 2024**

Page 5 of 8

---

#### **7) CONSIDERATION TO AUTHORIZE SUPPORT OF GRANT APPLICATIONS WITH THE FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS FOR CLIMATE RESILIENCY PROJECTS**

Recommend that the City Council:

- a. Authorize City support of grant applications as a partner with the Fernandeno Tataviam Band of Mission Indians to support climate resiliency planning and related projects in the City of San Fernando; and
- b. Authorize the City Manager to execute all grant-related documents required for receiving such grant funds pursuant to the terms and conditions of the grants.

#### **8) CONSIDERATION TO ADOPT A RESOLUTION APPROPRIATING FUNDING FOR THE CALIFORNIA NATURAL RESOURCES AGENCY'S URBAN GREENING GRANT PROGRAM FOR THE CARLISLE GREEN ALLEY PROJECT**

Recommend that the City Council:

- a. Adopt Resolution No. 8288 amending the budget for Fiscal Year 2023-2024 to appropriate the grant revenues and expenses for the Urban Greening Grant Program for the Carlisle Green Alley Project; and
- b. Authorize the City Manager to appropriate revenue and expenditures equal to the grant award in the Capital Grants Funds (Fund 010).

#### **9) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH SPECIAL OLYMPICS SOUTHERN CALIFORNIA FOR USE OF PARK FACILITIES AND THE USE OF THE CITY SEAL**

Recommend that the City Council:

- a. Authorize the City Manager to execute a Non-Exclusive License Agreement (Contract No. 2228) with Special Olympics Southern California for use of Las Palmas, Recreation and Pioneer park facilities; and
- b. Approve the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904.

## **SAN FERNANDO CITY COUNCIL**

### **Regular Meeting Notice and Agenda – March 18, 2024**

Page 6 of 8

---

**10) CONSIDERATION TO APPROVE AN AGREEMENT WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD**

Recommend that the City Council:

- a. Approve an agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Contract No. 2232) for cost sharing for the installation of monitoring equipment and monitoring pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load; and
- b. Authorize the City Manager, or designee, to execute the agreement and all related documents.

**11) CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC FOR WATER TESTING AND ANALYSIS SERVICES**

Recommend that City Council:

- a. Approve a Second Amendment to the Professional Services Agreement with Eurofins Eaton Analytical, LLC (Contract No. 1910(b)) increasing the annual not-to-exceed amount by \$50,000 to a new total of \$130,000, and extending the contract until July 1, 2024, for water testing and analysis services,.
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

### **PUBLIC HEARING**

**12) A PUBLIC HEARING TO CONSIDER ADOPTION OF URGENCY ORDINANCE NO. U-1725, EXTENDING BY A PERIOD OF ONE YEAR AN EXISTING TEMPORARY MORATORIUM ON THE INSTALLATION OF ARTIFICIAL TURF AND SYNTHETIC GRASS IN THE CITY OF SAN FERNANDO PURSUANT TO GOVERNMENT CODE SECTION 65858(A)**

Recommend that City Council :

- a. Accept, file, and issue the report on the measures taken since imposing a temporary moratorium on the installation of artificial grass and synthetic turf;
- b. Conduct a Public Hearing; and

## **SAN FERNANDO CITY COUNCIL**

### **Regular Meeting Notice and Agenda – March 18, 2024**

Page 7 of 8

- c. Pending public testimony, waive full reading, in title only, and adopt by a four-fifths vote Urgency Ordinance No. U-1725, “An Urgency Ordinance of the City Council of the City of San Fernando, California, extending by a period of one year an existing temporary moratorium on the installation of artificial turf and synthetic grass in the City of San Fernando pursuant to Government Code Section 65858(A).”

### **ADMINISTRATIVE REPORTS**

#### **13) PRESENTATION AND DISCUSSION OF THE MID-YEAR BUDGET REVIEW FOR FISCAL YEAR 2023-2024; AND CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE MID-YEAR PROPOSED BUDGET AND BLANKET PURCHASE ORDER ADJUSTMENTS**

Recommend that the City Council:

- a. Review and discuss the Mid-Year Budget Review for Fiscal Year 2023-2024;
- b. Adopt Resolution No. 8293 amending the City’s FY 2023-2024 Budget to include the proposed mid-year and blanket purchase order adjustments; and
- c. Review the FY 2024-2025 Budget Calendar.

#### **14) DISCUSSION AND CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL TO PROVIDE ANIMAL CARE AND CONTROL SERVICES TO THE CITY**

Recommend that City Council:

- a. Approve a new standardized Contract Services Agreement with the County of Los Angeles Department of Animal Care and Control (Contract No. 2233) to provide animal care and control services to the City; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

#### **15) CONSIDERATION AND DISCUSSION TO ADOPT AN ORDINANCE AMENDING ARTICLE 1 OF CHAPTER 1 OF THE SAN FERNANDO MUNICIPAL CODE ESTABLISHING RESTRICTIONS GOVERNING THE USE OF THE CITY SEAL AND OTHER CITY LOGOS AND INSIGNIAS**

Recommend that the City Council, introduce for first reading, in title only, and waive further reading of Ordinance No. 1724 titled, “An Ordinance of the City Council of the City of San Fernando Amending Article 1 (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code Establishing Restrictions and Protections Governing unauthorized use of the City Seal and other City Logos and Insignias.”

## **SAN FERNANDO CITY COUNCIL**

### **Regular Meeting Notice and Agenda – March 18, 2024**

Page 8 of 8

#### **16) DISCUSSION AND CONSIDERATION REGARDING TREE PRESERVATION AND PUBLIC COMMUNICATION**

This item was agendized by Mayor Celeste T. Rodriguez.

#### **17) DISCUSSION AND CONSIDERATION REGARDING STREAMLINING PROCEDURES FOR AGENDA ITEM INCLUSION BY COUNCILMEMBERS**

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.

---

Julia Fritz, City Clerk

Signed and Posted: March 15, 2024 (2:00 p.m.)

---

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

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

# **Regular Meeting San Fernando City Council**

*This Page  
Intentionally  
Left Blank*





*This Page  
Intentionally  
Left Blank*

**1a**

*This Page  
Intentionally  
Left Blank*

City Council:

Mayor Julie Ruelas

Mayor Pro Tem Nury Martinez

Councilmember Steven Veres

Councilmember Dr. José Hernández

Councilmember Maribel De La Torre

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING  
MINUTES**

**JUNE 13, 2005 – 8:00 P.M.**

**CITY COUNCIL CHAMBERS  
117 MACNEIL STREET, SAN FERNANDO**

**CALL TO ORDER/ROLL CALL**

Mayor Julie Ruelas called the meeting to order at 8:00 p.m.

The following persons were present:

**PRESENT:**

Council: Mayor Julie Ruelas, Mayor Pro Tem Nury Martinez,  
Councilmembers Steven Veres, José Hernández, Ph.D. and Maribel  
De La Torre

City Treasurer: Margarita Solis

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

**PLEDGE OF ALLEGIANCE** Led by Mayor Julie Ruelas

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There were no other public comments and Mayor Ruelas closed this portion of the meeting.

**NEW BUSINESS**

- 1) BUDGET PRESENTATIONS, SPECIAL EVENTS, COMMUNITY BASED ORGANIZATIONS, CITY CLERK'S OFFICE, TREASURER'S OFFICE, FINANCE DIRECTOR – SPECIAL FUNDS, REDEVELOPMENT AGENCY REVIEW, FARMERS MARKET

Staff presented details of the budget on Fire Services, comparisons with last year's budget; discussed Fresh Start and Enterprise funds, projected revenues, budget surplus, required reserves, expenditures and the current year deficit.

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – June 13, 2005**

**Page 2**

Discussion followed regarding changes to the City Clerk's Office, the pension plan, bonding, projected CalPERS rates and the Governor's call for a special election.

Staff discussed revenues, fees, and the possibility of providing discounts for families, children and coaches/volunteers.

**2) FARMERS MARKET PROPOSAL/SAN FERNANDO MALL ASSOCIATION/CHAMBER OF COMMERCE**

Chamber of Commerce Representative discussed details of their proposal for a Farmers Market; addressed minimizing impacts to the Mall Association, vendors, co-sponsorships, start-up of Farmers Markets in other areas, harnessing collaborations, standard fees and accepting WIC/EBT vouchers/payments.

Discussion followed regarding staffing, the requirement for Farmers to be County certified, providing education to buy fresh produce, Farmers Market Rules, avoiding turning the Farmers Market into a swap meet, the Chamber's contributions, resident participation, operation in the summer months, avoiding chain-store vendors, desirable food choices and vendors certification.

Chamber Representative noted Council's comment will be incorporated into their proposal and it will be resubmitted via email.

**3) COMMUNITY BASED ORGANIZATIONS**

Councilmember Hernandez spoke in support of revising the City's policy regarding Community Based Organizations (CBO); questioned where the money would come from to fund it; suggested allocating modifying it to a lesser amount (\$50,000).

Discussion followed regarding differences between the Farmers Market and other Special Events in terms of seeding and doubling the revenues to benefit quality-of-life, differences in CBOs, challenges with the program, exploring availability of loans and reinstating the CBO funding at a lesser amount.

Staff addressed streamlining the CBO application process, incorporating local youth programs as nonprofits, involving the Commission as a check and balance to forward to City Council.

Discussion followed regarding tabling this matter after discussion of the Police Department budget, the need for additional information about and doing a deep dive into the item and directing staff to return with a report after adoption of the budget.

**4) ADMINISTRATION**

City Administrator Pulido discussed reclassification of positions; addressed projected savings, professional services, personnel training and reductions from the previous year's budget.

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – June 13, 2005**

**Page 3**

**5) TREASURER’S OFFICE AND FINANCE DEPARTMENT**

City Treasurer Solis provided a report and responded to questions from City Council.

Discussion followed regarding covering the office while the City Treasurer is out, the possibility of sharing staff from the Finance Department, posting a sign directing people to the Finance Office, publishing set hours, improving communications and about stipends for the City Treasurer and Parking District fees.

**6) SPECIAL FUNDS**

Discussion followed regarding the basis for reimbursements and funding sources.

**7) REDEVELOPMENT AGENCY**

Administrator Pulido presented details of the item; discussed growing property taxes, the project area, determining costs to conduct business in each of the project areas; addressed sub-balances, bonding, refinancing the 1998 bonds and City yard transactions.

Mayor Ruelas returned to CBOs (Item No. 3).

**ADJOURNMENT**

Motion by Mayor Ruelas, seconded by Councilmember Veres, to adjourn the meeting at 10:30 p.m. The motion carried, unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 13, 2005 special meeting as approved by the San Fernando City Council.

---

Julia Fritz  
City Clerk

*This Page  
Intentionally  
Left Blank*



**1b**

*This Page  
Intentionally  
Left Blank*

City Council:

Mayor Nury Martinez

Mayor Pro Tem Julie Ruelas

Councilmember Steven Veres

Councilmember Dr. José Hernández

Councilmember Maribel De La Torre

**SAN FERNANDO CITY COUNCIL  
REGULAR MEETING  
MINUTES**

**May 8, 2006 – 6:00 P.M.**

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



**CALL TO ORDER/ROLL CALL**

Mayor Nury Martinez called the meeting to order at 6:03 p.m.

**Present:**

**Council:** Mayor Nury Martinez, Mayor Pro Tem Julie Ruelas, and Councilmembers Maribel De La Torre (arrived at 6:06 p.m.), Dr. Jose Hernandez (arrived at 6:17 p.m.) and Steven Veres

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

**Absent:** None

**APPROVAL OF AGENDA**

Motion by Mayor Pro Tem Ruelas, seconded by Mayor Martinez, to approve the agenda, as presented. The motion carried, with Councilmembers Hernandez and De La Torre, absent.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There were no written or oral public statements.

**STUDY SESSION**

**1) FISCAL YEAR (FY) 2006-2007 – BUDGET STUDY SESSION PART III**

Staff presented to the City Council, recommended budgets for the following departments: Finance, Recreation and Community Services, and Police.

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – May 8, 2006**

**Page 2**

Discussion followed regarding expenses for computers, staffing, programming for the Explorers, Youth Council and ensuring consistency with organizational Articles of Incorporation with the various agencies and compliance with FPPC regulations.

Police Chief Alba presented details of the Police Department budget; highlighted key factors; addressed the vehicle replacement fund, replacement of radio communication equipment and mobile digital terminals.

Discussion followed regarding providing additional funding for emergency supplies and equipment, the need for a separate line item for emergency preparedness, training for Department Heads at no cost to the City, addressing Departmental needs, elimination of Community Service Officer positions, possible changes in staffing in the future, Dispatch Supervisors and elimination of the Emergency Services Coordinator position.

Discussion continued regarding clarification of Police Department property maintenance and working with Public Works to address issues, allowances for sworn Reserves, recognition for volunteers, costs associated with the Explorer Program and freezing a Detective position.

**ADJOURNMENT**

Motion by Mayor Pro Tem Ruelas, seconded by Mayor Martinez, to adjourn the meeting at 9:00 p.m. The motion carried, unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 8, 2006, meeting as approved by the San Fernando City Council.

---

Julia Fritz  
City Clerk

**1c**

*This Page  
Intentionally  
Left Blank*

City Council:

Mayor Nury Martinez

Mayor Pro Tem Julie Ruelas

Councilmember Steven Veres

Councilmember Dr. José Hernández

Councilmember Maribel De La Torre

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING  
MINUTES**



**July 10, 2006 – 5:00 P.M.**

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

**CALL TO ORDER/ROLL CALL**

Mayor Nury Martinez called the meeting to order at 5:08 p.m.

Present:

Council: Mayor Nury Martinez, Mayor Pro Tem Julie Ruelas, and Councilmembers Maribel De La Torre, Dr. Jose Hernandez and Steven Veres (arrived 5:09 p.m.)

Staff: City Administrator Jose E. Pulido, City Attorney Michael Estrada (via teleconference), and City Clerk Elena G. Chávez

**APPROVAL OF AGENDA**

Motion by Mayor Pro Tem Ruelas, seconded by Councilmember Hernandez, to approve the agenda, as presented. The motion carried, unanimously.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There were no public statements.

**STUDY SESSION**

**1) COMMUNITY ACTION PLAN FOR NEIGHBORHOOD PROTECTION**

City Councilmembers will meet to review the Draft Action Plan for Neighborhood Protection and Preservation. This Plan has been drafted in follow-up to City Council direction given at their last regular meeting of June 19, 2006.

SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – July 10, 2006  
Page 2

City Administrator Pulido presented details of the report; discussed increasing public awareness and addressed components of the Draft Action Plan.

Discussion followed regarding moving forward with the plan, increased patrolling by Animal Control, establishing partnerships with Los Angeles Animal Control, Police Department staffing, process assessments, nuisance abatements, monitoring progress and budget impacts.

Discussion continued regarding needing to review fee schedules, fines and citations, proactively informing the public about responsible pet ownership and licensing, addressing drug and gang activity, the public's fear of retaliation for reporting a crime, defining roles, responsibilities and forming a Police Commission to act as liaison between Council and the Police Department, community forums and educating residents of activities in the City.

Motion by Mayor Pro Tem Ruelas, seconded by Councilmember Hernandez, to approve the Draft Action Plan for Neighborhood Protection and Preservation, as presented and discussed. The motion carried, unanimously.

**2) UPDATE ON HERITAGE PARK**

This item is placed on the agenda for discussion by Councilmember Veres.

City Administrator Pulido presented details of the report; noted a comprehensive report will be presented at an upcoming City Council meeting; discussed community input and receipt of proposals in response to an RFP; addressed Tribal ownership of the land and a historic property survey and spoke about potential grant funding.

**ADJOURNMENT**

Motion by Mayor Pro Tem Ruelas, seconded by Mayor Martinez, to adjourn the meeting at 7:27 p.m. The motion carried, unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of July 10, 2006, meeting as approved by the San Fernando City Council.

---

Julia Fritz  
*City Clerk*



**1d**

*This Page  
Intentionally  
Left Blank*

City Council:

Mayor Nury Martinez

Mayor Pro Tem Julie Ruelas

Councilmember Steven Veres

Councilmember Dr. José Hernández

Councilmember Maribel De La Torre

**SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING  
MINUTES**



**August 1, 2006 – 7:30 A.M.**

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

**CALL TO ORDER/ROLL CALL**

Mayor Nury Martinez called the meeting to order at 7:30 a.m.

Present:

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

Staff: City Administrator Jose E. Pulido, City Attorney Michael Estrada (via teleconference), and City Clerk Elena G. Chávez

**APPROVAL OF AGENDA**

Motion by Mayor Pro Tem Ruelas, seconded by Mayor Martinez, to approve the agenda, as presented. The motion carried, unanimously.

**PUBLIC STATEMENTS – WRITTEN/ORAL**

The following submitted public comments in opposition of a plan that would transfer control of the Los Angeles Unified School District to city of Los Angeles officials by 2008:

Linda Ross, President, 31st District PTSA, Chatsworth

Kathy Lopez

Christine Provencio

Stella Knight

Angel Zamora Rejas

Veronica Camacho stated she is neutral on the subject matter.

**STUDY SESSION**

**1) LOS ANGELES UNIFIED SCHOOL DISTRICT/MAYORAL CONTROL OPTIONS**

SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – August 1, 2006  
Page 2

Update was provided by Mayor Martinez about a meeting she and Councilmember Hernandez attended on July 21, 2006 with City of Los Angeles' Mayor to discuss the Los Angeles Unified School District/Mayoral Control options.

Councilmember Hernandez reported that City Council has not yet taken a position on the matter, referenced a list of concerns and spoke about the importance of obtaining additional community input.

Discussion followed regarding scheduling a townhall meeting for San Fernando residents to discuss forthcoming information, principal selection, equity, accountability and issues that need to be addressed.

Motion by Mayor Pro Tem Ruelas, seconded by Councilmember Hernandez, to wait for a response to the City's letter to Mayor Villaraigosa and to direct staff to schedule a town hall meeting to inform the public.

Councilmember De La Torre offered a friendly amendment to instead of waiting for Mayor Villaraigosa to respond, to give him a deadline for responding to the City's letter.

Mayor Pro Tem Ruelas and Councilmember Hernandez did not accept the friendly amendment.

Councilmember De La Torre suggested that instead of waiting for the Mayor, the City hold the town hall meeting to obtain input from the public.

Councilmember Veres spoke about getting community input prior to taking a position and ensuring the town hall meeting is for San Fernando considering impacts to residents of San Fernando.

Motion by Mayor Pro Tem Ruelas, seconded by Councilmember Hernandez, to wait for a response to the City's letter by Mayor Villaraigosa to take a position on the subject and to direct staff to schedule a town hall meeting to inform the public. The motion carried, with Councilmember De La Torre, opposed.

City Council concurred to direct staff to schedule a town hall meeting on Thursday, August 10, 2006, at 7:00 p.m.

Motion by Councilmember Hernandez, seconded by Mayor Martinez, to adjourn the meeting at 8:11 a.m.

Substitute motion by Councilmember Veres, seconded by Mayor Martinez, to reopen the meeting and invite public comments. The motion carried, unanimously.

Female Speaker felt there has been a lot of misinformation presented on this item and expressed disappointment that Council did not read specifics of the bill and noted budgetary implications.

SAN FERNANDO CITY COUNCIL  
SPECIAL MEETING MINUTES – August 1, 2006  
Page 3

Female Speaker spoke about the Aquatics Center and donations made in its behalf.

Mayor Martinez closed public comments.

**ADJOURNMENT**

Motion by Councilmember Veres, seconded by Councilmember Hernandez, to adjourn the meeting at 8:15 a.m. The motion carried, unanimously.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 1, 2006, meeting as approved by the San Fernando City Council.

---

Julia Fritz  
City Clerk

*This Page  
Intentionally  
Left Blank*

**1e**

*This Page  
Intentionally  
Left Blank*



**CITY OF SAN FERNANDO  
CITY COUNCIL MINUTES**

**FEBRUARY 5, 2024 – 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 5:21 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmember Mary Solorio

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

Absent: Councilmember Joel Fajardo

**APPROVAL OF AGENDA**

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

**PUBLIC STATEMENTS** None

**RECESS TO CLOSED SESSION (5:22 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 CITY COUNCIL**

**MINUTES – Special Meeting February 5, 2024**

Page 2 of 2

---

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 54957**  
**PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

Title of Employee: City Manager

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on February 5, 2024.

**ADJOURNMENT (6:07 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 February 5, 2024, Special meeting as approved by the San Fernando City Council.

---

Julia Fritz, CMC  
City Clerk

**1f**

*This Page  
Intentionally  
Left Blank*

**CITY OF SAN FERNANDO  
CITY COUNCIL MINUTES**

**FEBRUARY 20, 2024 – 5:30 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 5:32 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo and Mary Solorio (arrived at 5:33 p.m.)

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

Absent: None

**APPROVAL OF AGENDA**

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

**PUBLIC STATEMENTS** None

**RECESS TO CLOSED SESSION (5:33 P.M.)**

By consensus, Councilmembers recessed to Closed Session.

Councilmember Solorio arrived directly into Closed Session at 5:33 p.m.

**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 CITY COUNCIL**

**MINUTES – Special Meeting February 20, 2024**

Page 2 of 2

---

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 54957  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

Title of Employee: City Manager

**RECONVENE/REPORT OUT FROM CLOSED SESSION**

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on February 20, 2024.

**ADJOURNMENT (6:04 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 February 20, 2024, Special meeting as approved by the San Fernando City Council.

---

Julia Fritz, CMC  
City Clerk



*This Page  
Intentionally  
Left Blank*





## AGENDA REPORT

---

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

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

**Date:** March 18, 2024

**Subject:** Consideration to Adopt Resolution Nos. 24-031 and 24-032 Approving the Warrant Registers of March 4, 2024, and March 18, 2024, Respectively

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 24-031 (Attachment "A") approving the Warrant Register dated March 4, 2024; and
- b. Adopt Resolution No. 24-032 (Attachment "B") approving the Warrant Register dated March 18, 2024.

### 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 Treasure 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.

**Consideration to Adopt Resolution Nos. 24-031 and 24-032 Approving the Warrant Registers of March 4, 2024, and March 18, 2024, Respectively**

Page 2 of 2

---

There is one Warrant Register attached due to the lack of a formal City Council meeting on March 4, 2024. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 (Attachment "C") and the memorandum provided to the Director of Finance/City Treasurer approving the release of the warrant is attached to this report (Attachment "D").

**ATTACHMENTS:**

- A. Resolution No. 24-031; including:
  - Exhibit A: Payment Demands/Voucher List
- B. Resolution No. 24-032; including:
  - Exhibit A: Payment Demands/Voucher List
- C. Resolution No. 6212 (August 3, 1992)
- D. Memorandum Approving Release of Warrant Register (March 4, 2024)

**RESOLUTION NO. 24-031**

**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. 24-031**

**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 18<sup>th</sup> day of March, 2024.

---

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. 24-031, 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 18<sup>th</sup> day of March, 2024, 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 March, 2024.

---

Julia Fritz, City Clerk

vchlist  
02/29/2024 8:58:28AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 1

<b>Bank code :</b>		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234949	3/4/2024	894194 4LEAF, INC	J4163H		ON-CALL COMMUNITY PRES. SERVS F	
				12999	001-152-0000-4270	12,320.00
					<b>Total :</b>	<b>12,320.00</b>
234950	3/4/2024	894315 AG LAWNMOWER SHOP	0134		SMALL EQUIP. REPAIR (LAWNMOVERS	
			0134	12981	070-383-0000-4310	120.00
			133	12981	SMALL EQUIP. REPAIR (LAWNMOVERS	
			135	12981	001-346-0000-4300	95.01
			136	12981	SMALL EQUIP. REPAIR (LAWNMOVERS	
				12981	001-346-0000-4300	516.11
				12981	SMALL EQUIP. REPAIR (LAWNMOVERS	
					043-390-0000-4300	115.99
					<b>Total :</b>	<b>847.11</b>
234951	3/4/2024	894683 AGILE OCCUPATIONAL MEDICINE PC	EM013783		VACCINES & DOT PHYSICAL	
					001-106-0000-4260	320.00
					<b>Total :</b>	<b>320.00</b>
234952	3/4/2024	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES FOR LP PARK SENIOR BINGO	
					004-2346	73.77
					<b>Total :</b>	<b>73.77</b>
234953	3/4/2024	891069 AMERICAN ASPHALT SOUTH, INC.	2023-1403R		RETENTION RELEASED-PHASE 2 ANNI	
					008-2037	4,054.02
					121-2037	46,234.61
					024-2037	53,169.43
					011-2037	10,134.02
					032-2037	27,870.16
					025-2037	26,298.99
					<b>Total :</b>	<b>167,761.23</b>
234954	3/4/2024	100188 ANDY GUMP INC.	INV1109437		PORTABLE RESTROOM SERV FOR CIT	
				13005	043-390-0000-4260	336.49
			INV1109438		PORTABLE RESTROOM SERV FOR CIT	
				13005	070-384-0000-4260	336.34

Page: 1

vchlist  
02/29/2024 8:58:28AM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 2

<b>Bank code :</b>		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234954	3/4/2024	100188 100188 ANDY GUMP INC.	(Continued)		<b>Total :</b>	<b>672.83</b>
234955	3/4/2024	100222 ARROYO BUILDING MATERIALS, INC	290983		HARDWARE SUPPLIES & U-CARTS OF	
			291051	12984	001-311-0000-4300	274.99
			291075	12984	HARDWARE SUPPLIES & U-CARTS OF	
			291310	12984	001-311-0000-4300	259.09
			291421	12984	HARDWARE SUPPLIES & U-CARTS OF	
				12984	001-311-0000-4300	210.58
				12984	HARDWARE SUPPLIES & U-CARTS OF	
				12984	001-311-0000-4300	226.48
				12984	HARDWARE SUPPLIES & U-CARTS OF	
					070-383-0000-4310	178.61
					<b>Total :</b>	<b>1,149.75</b>
234956	3/4/2024	102530 AT & T	818-270-2203		PD NETWORK LINE-FEB 2024	
					001-222-0000-4220	235.37
					<b>Total :</b>	<b>235.37</b>
234957	3/4/2024	889037 AT&T MOBILITY	287277903027X0208202		MODEM FOR ELECTRONIC MESSAAGE	
					001-310-0000-4220	138.69
					<b>Total :</b>	<b>138.69</b>
234958	3/4/2024	892412 AT&T MOBILITY	287297930559X0210202		MDT MODEMS-PD UNITS-JAN'24	
					001-222-0000-4220	1,024.78
					<b>Total :</b>	<b>1,024.78</b>
234959	3/4/2024	889942 ATHENS SERVICES	16248551		CITY STREET SWEEPING SERVICES-FI	
				13046	011-311-0000-4260	17,443.40
					<b>Total :</b>	<b>17,443.40</b>
234960	3/4/2024	893013 AYSON, LEILANI	FEB 2024		INCLUSIVE ZUMBA INSTRUCTOR	
				12952	017-420-1337-4260	155.00
				12952	026-420-0887-4260	37.50
					<b>Total :</b>	<b>192.50</b>
234961	3/4/2024	889913 BALLIN, SYLVIA	889913		COMMISSIONER'S STIPEND	
					001-150-0000-4111	100.00
			FEB 2024		GLACVCD TRUSTEE MEMBER STIPENI	

Page: 2

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234961	3/4/2024	889913 BALLIN, SYLVIA	(Continued)		001-190-0000-4111	150.00
					Total :	250.00
234962	3/4/2024	892784 BARAJAS, MARIA BERENICE	FEB 2024	12953	TOTAL BODY CONDITIONING CLASS IN	732.00
				12953	017-420-1337-4260	150.00
					026-420-0887-4260	
					Total :	882.00
234963	3/4/2024	888443 BAVCO	243695		MISC SUPPLIES	
					070-383-0000-4300	48.40
					Total :	48.40
234964	3/4/2024	892014 BERNAL, DAVID	FEB 2024		COMMISSIONER'S STIPEND	
					001-150-0000-4111	100.00
					Total :	100.00
234965	3/4/2024	893591 BIOMEDICAL WASTE DISPOSAL	135303		BIOMEDICAL WASTE PICK-UP & DISPO	
					001-222-0000-4260	110.00
					Total :	110.00
234966	3/4/2024	893527 BURGOS, YOLANDA	841389		SENIOR TRIP REFUND-LAS VEGAS	
					004-2383	50.00
					Total :	50.00
234967	3/4/2024	888800 BUSINESS CARD	020524		LODGING-RED DOT INSTRUCTOR COL	
					001-225-0000-4360	275.00
			020924		CAR WASH TICKETS	
					001-222-0000-4320	879.60
			021224		LODGING-LCW CONFERENCE IN SAN I	
					001-222-0000-4370	1,046.76
			021424		LODGING CREDIT	
					001-225-0000-4360	-195.79
			022324-1		LODGING-POST TRAINING IN MENIFEE	
					001-222-0000-4360	317.36
			022324-2		LODGING-POST TRAINING IN MENIFEE	
					001-225-0000-4360	317.36

Page: 3

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234967	3/4/2024	888800 888800 BUSINESS CARD	(Continued)			Total : 2,640.29
234968	3/4/2024	888800 BUSINESS CARD	020824		LABOR LAWS POSTERS	
					001-106-0000-4300	319.55
			021224		VIDEO CONFERENCE-JAN 2024	
					121-135-3689-4260	5.00
			021224		AD: COMMUNITY PRESERVATION REC	
					001-106-0000-4230	200.00
			021424		DINNER FOR CC MEETING-02/13/24	
					001-101-0000-4300	140.02
			021624		FRAMES	
					001-101-0000-4300	61.94
					001-420-0000-4450	12.40
					053-101-0107-4430	24.80
			022124-1		OFFICE SUPPLIES	
					001-106-0000-4300	61.08
			022224		MUSIC LICENSE	
					004-2385	589.72
			022224		CONDOLENCE ARRANGEMENT	
					001-101-0000-4300	110.25
			022224		OFFICE SUPPLIES	
					028-155-0000-4300	15.83
					Total :	1,540.59
234969	3/4/2024	888800 BUSINESS CARD	020824-1		OFFICE SUPPLIES	
					028-155-0000-4300	12.08
			020824-2		CAR DESK	
					001-152-0000-4300	130.55
			020924		BATTERY REPLACEMENTS	
					043-390-0000-4300	74.92
			021224		OFFICE SUPPLIES	
					028-155-0000-4300	465.01
			021624-1		OFFICE SUPPLIES	
					001-106-0000-4300	82.44
			021624-2		OFFICE SUPPLIES	
					001-106-0000-4300	77.16
			022024		OFFICE SUPPLIES	

Page: 4

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 5

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234969	3/4/2024	888800 BUSINESS CARD	(Continued)			
			022124-2		001-106-0000-4300 OFFICE SUPPLIES 028-155-0000-4300	222.84 9.67
					Total :	1,074.67
234970	3/4/2024	100466 CACEO	200028327		REG.-MODULE ONE ONLINE COURSE 001-152-0000-4370	600.00
					Total :	600.00
234971	3/4/2024	894655 CALIBRE PRESS	96102		REMAINING BAL-TACTICAL LEADERSH 001-225-0000-4360	20.00
					Total :	20.00
234972	3/4/2024	892464 CANON FINANCIAL SERVICES, INC	32037580	12948	LEASE FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	2,005.79
					Total :	2,005.79
234973	3/4/2024	892465 CANON SOLUTIONS AMERICA, INC.	6006985799	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	50.90
			6007010274	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	343.32
					Total :	394.22
234974	3/4/2024	894690 CARRASCO, MARTHA	842441		SENIOR TRIP REFUND-LAS VEGAS 004-2383	50.00
			842442		SENIOR TRIP REFUND-LAS VEGAS 004-2383	50.00
					Total :	100.00
234975	3/4/2024	891635 CASTELLANOS, ANA	842452		SENIOR TRIP REFUND-LAS VEGAS 004-2383	50.00
			842453		SENIOR TRIP REFUND-LAS VEGAS 004-2383	50.00
					Total :	100.00
234976	3/4/2024	103948 CDW GOVERNMENT, INC.	MZ01891	13064	BLUEBEAM REVU COMPLETE SOFTW/ 001-140-0000-4300	959.95

Page: 5

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234976	3/4/2024	103948 CDW GOVERNMENT, INC.	(Continued)	13064	001-150-0000-4300	959.95
					Total :	1,919.90
234977	3/4/2024	894689 CEBALLOS, ROSALINA	842454		SENIOR TRIP REFUND-LAS VEGAS 004-2383	290.00
					Total :	290.00
234978	3/4/2024	894010 CHARTER COMMUNICATIONS	0010328020524		CITY HALL CABLE SRV-02/05/24-03/04/2 001-190-0000-4220	178.08
			0283057020524		LP PARK CABLE SRV-02/05-03/04 001-420-0000-4260	270.77
			0335899021024		PD 5G INTERNET SRVS-02/10/24-03/09/ 010-225-3698-4500	2,600.00
					Total :	3,048.85
234979	3/4/2024	894694 CHIEF LEADERSHIP	1216		PROFESSIONAL COACHING 001-222-0000-4270	2,500.00
					Total :	2,500.00
234980	3/4/2024	100731 CITY OF LOS ANGELES	WP240000070	13101	WASTE WATER OPERATION & MAINT S 072-360-0629-4260	4,382.65
					Total :	4,382.65
234981	3/4/2024	101957 CITY OF LOS ANGELES, FIRE DEPT	SF240000008		FIRE SERVICES-MARCH 2024 001-500-0000-4260	259,973.64
					Total :	259,973.64
234982	3/4/2024	103029 CITY OF SAN FERNANDO	6003-6044		REIMB. TO WORKER'S COMP ACCT 006-1038	8,458.86
					Total :	8,458.86
234983	3/4/2024	894438 CLEVELAND, KYLE	REIMB.		TUITION REIMB-HOMELAND SECURITY 001-225-0000-4365	459.00
					Total :	459.00
234984	3/4/2024	100805 COOPER HARDWARE INC.	137327	12986	MISC. SUPPLIES FOR REPAIRS AND Pf 001-311-0000-4300	98.62

Page: 6

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234984	3/4/2024	100805 COOPER HARDWARE INC.	(Continued) 137333	12986	MISC. SUPPLIES FOR REPAIRS AND Pf 001-311-0000-4300	1.53
					Total :	100.15
234985	3/4/2024	892687 CORE & MAIN LP	T953353	13014	WATER METERS, FIRE SERVICE MAT'L 070-383-0000-4310	834.63
					Total :	834.63
234986	3/4/2024	893904 CRICKET CONSULTING	1416	13047	SCADA PROGRAMMING & EQUIPMENT 070-384-0000-4260	480.00
					Total :	480.00
234987	3/4/2024	892306 CRUZ, GILDA	842455		SENIOR TRIP REFUND-LAS VEGAS 004-2383	50.00
			842456		SENIOR TRIP REFUND-LAS VEGAS 004-2383	50.00
					Total :	100.00
234988	3/4/2024	894134 CRUZ, HORTENSIA	840502		FACILITY RENTAL DEP REFUND 001-2220	165.00
					Total :	165.00
234989	3/4/2024	887475 DATA BUSINESS SYSTEMS, INC	8090		2023-W2'S, 1099'S & 1098'S FORMS 001-130-0000-4300	413.13
			8113		2023-W2'S 001-130-0000-4300	133.77
					Total :	546.90
234990	3/4/2024	100910 DE SANTIAGO, MICHELLE	839324		FACILITY RENTAL DEP REFUND 001-2220	165.00
					Total :	165.00
234991	3/4/2024	891425 DIAZ, MARISOL	REIMB.		SENIOR EVENT SUPPLIES 004-2382	45.75
					004-2346	91.64
					Total :	137.39

Page: 7

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234992	3/4/2024	100989 DOOLEY ENTERPRISES INC.	67358	13065	ASSORTED AMMUNITION 001-222-0000-4300	4,575.56
					Total :	4,575.56
234993	3/4/2024	894082 ELIAS, LILIA LETICIA	031624		SENIOR DANCE CLEAN UP SERVICE-0 004-2380	208.00
					Total :	208.00
234994	3/4/2024	101147 FEDEX	8-410-33617		COURIER SERVICES 001-190-0000-4280	179.59
					Total :	179.59
234995	3/4/2024	889966 FLORES, MARIA	842450		SENIOR TRIP REFUND-LAS VEGAS 004-2383	70.00
					Total :	70.00
234996	3/4/2024	894334 FRIEND, ERICA	FEB 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
					Total :	100.00
234997	3/4/2024	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS 001-222-0000-4220	541.74
			209-150-5250-081292		RADIO REPEATER 001-222-0000-4220	43.23
			209-151-4941-102990		POLICE PAGING 001-222-0000-4220	53.51
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	57.40
			209-151-4943-081292		RADIO REPEATER 001-222-0000-4220	43.23
			818-361-0901-051499		SEWEER FLOW MONITORING 072-360-0000-4220	74.87
			818-361-2385-012309		MTA & CREDIT CARD PHONE LINES 007-440-0441-4220	59.47
					001-190-0000-4220	118.94
			818-361-2472-031415		PW PHONE LINES 070-384-0000-4220	600.26

Page: 8



vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 9

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234997	3/4/2024	892198 FRONTIER COMMUNICATIONS	(Continued) 818-361-3958-091407		CNG STATION 074-320-0000-4220	56.65
			818-361-7825-120512		RUDY ORTEGA PARK IRR SYSTEM 001-420-0000-4220	60.99
			818-365-0007-060223		EOC PHONE LINES 001-222-0000-4220	454.09
			818-365-0026-071223		PD NON EMERGENCY PHONE LINE 001-222-0000-4220	487.73
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE LINE 001-222-0000-4220	58.52
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE 001-222-0000-4220	45.15
			818-838-1841-112596		ENGINEERING FAX MODEM 001-310-0000-4220	46.33
			818-898-7385-033105		LP PARK FAX LINE 001-420-0000-4220	35.04
					<b>Total :</b>	<b>2,837.15</b>
234998	3/4/2024	893953 GALE, PAUL JOHN	FEB 2024		SHOTOKAN KARATE INSTRUCTOR	
				12960	017-420-1326-4260	324.00
				12960	026-420-0887-4260	22.50
					<b>Total :</b>	<b>346.50</b>
234999	3/4/2024	888728 GALLEGOS, ROBERT	REIMB.1		LUNCH-NARCATICS RELATED FIN & IN'	
			REIMB.-2		001-225-0000-4360	40.20
					LUNCH-DRUG RELATED CONSPIRACY 001-225-0000-4360	15.00
					<b>Total :</b>	<b>55.20</b>
235000	3/4/2024	101376 GRAINGER, INC.	9008380181		EQUIPMENT & SUPPLIES FOR VARIOU	
				13027	043-390-0000-4300	194.85
			9009846354		EQUIPMENT & SUPPLIES FOR VARIOU	
				13027	001-311-0000-4300	320.67
			9015966931		EQUIPMENT & SUPPLIES FOR VARIOU	
				13027	043-390-0000-4300	317.38
			9015966949		EQUIPMENT & SUPPLIES FOR VARIOU	

Page: 9

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235000	3/4/2024	101376 GRAINGER, INC.	(Continued)			
			9017110322	13027	001-311-0000-4300	497.88
				13027	EQUIPMENT & SUPPLIES FOR VARIOU 070-384-0000-4330	7.33
					<b>Total :</b>	<b>1,338.11</b>
235001	3/4/2024	893344 GRAND ELECTRICAL SUPPLY	201123		REPAIR STREET LIGHTS 027-344-0000-4300	62.00
			201913		PANEL CHANGE: MACLAY/TRUMAN 027-344-0000-4300	257.03
					<b>Total :</b>	<b>319.03</b>
235002	3/4/2024	894511 GRIDIRON TRAINING	000294		BACKGROUND INVESTIGATION COUR:	
			000295		001-222-0000-4360	520.00
					BACKGROUND INVESTIGATION COUR: 001-224-0000-4360	520.00
					<b>Total :</b>	<b>1,040.00</b>
235003	3/4/2024	891937 HERNANDEZ, JOSE	842457		SENIOR TRIP REFUND-LAS VEGAS 004-2383	50.00
					<b>Total :</b>	<b>50.00</b>
235004	3/4/2024	892682 IPS GROUP, INC.	INV93668		SMART METER CREDIT CARD TRANSA	
				13045	029-335-0000-4260	730.03
					<b>Total :</b>	<b>730.03</b>
235005	3/4/2024	894369 KHRUSTALEVA, MARINA	REIMB.		PARKING FEE-UCLA CEQA CONF 001-150-0000-4370	22.00
					<b>Total :</b>	<b>22.00</b>
235006	3/4/2024	891794 KIMBALL, NICK	REIMB.		PARKING FEE-MWD BOARD MEETING 001-105-0000-4390	8.00
			TRAVEL		PER DIEM-2024 LEAGUE OF CA. CITIE\$ 001-105-0000-4370	55.00
					<b>Total :</b>	<b>63.00</b>
235007	3/4/2024	888138 KOPPL PIPELINE SERVICES, INC.	27473		TEST- HOT TAP-651 SF MISSION BLVD 070-383-0000-4260	623.00

Page: 10

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 11

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235007	3/4/2024	888138 888138 KOPPL PIPELINE SERVICES, INC.	(Continued)			Total : 623.00
235008	3/4/2024	894574 KOUNKUEY DESIGN INITIATIVE INC	2320.03.715	13075	A LAND & OPEN SPACE INVENTORY S1 010-420-0516-4600	15,469.00 Total : 15,469.00
235009	3/4/2024	102007 L.A. COUNTY SHERIFFS DEPT.	241989BL	13018	PRE-PACKAGED, PREPARED INMATE M 001-225-0000-4350	333.00 Total : 333.00
235010	3/4/2024	101971 L.A. MUNICIPAL SERVICES	494-750-1000 500-750-1000 594-750-1000 993-750-1000		WATER-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-13655 FOOTHILL 070-384-0000-4210 ELECTRIC-12900 DRONFIELD 070-384-0000-4210 WATER-13003 BORDEN 070-384-0000-4260	288.41 104.50 2,296.77 218.85 Total : 2,908.53
235011	3/4/2024	894443 LAGUNA, EDUARDO	REIMB.		MILEAGE REIMB.-MISSION CITY INERL 001-420-0000-4390	17.02 Total : 17.02
235012	3/4/2024	101852 LARRY & JOE'S PLUMBING	2281706-0001-02 2281707-0001-02		MATL'S-LP PARK MAINT 043-390-0000-4300 SUPPLIES-TRAILER-501 FIRST 043-390-0000-4300	31.70 7.74 Total : 39.44
235013	3/4/2024	894319 LENCHITAS TORTILLERIA	021524		TAMALES-SENIOR CLUB DANCE 004-2380	255.00 Total : 255.00
235014	3/4/2024	888195 LEXIPOL LLC	INVLEX119951		ANNUAL LAW ENFORCEMENT POLICY 001-135-0000-4260	9,249.21 Total : 9,249.21

Page: 11

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235015	3/4/2024	894688 LICERIO, ALICIA	842449		SENIOR TRIP REFUND-LAS VEGAS 004-2383	150.00 Total : 150.00
235016	3/4/2024	891080 LOPEZ, PATTY	FEB 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00 Total : 100.00
235017	3/4/2024	892477 LOWES	9747-01113 9747-01375 9754-01223		MEASURING TOOLS 001-311-0000-4300 OFFICE SHELF 041-320-0000-4300 MISC SUPPLIES 070-383-0000-4310	44.15 66.48 62.40 Total : 173.03
235018	3/4/2024	890480 MARTINEZ, CECILIA	FEB 2024		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00 Total : 100.00
235019	3/4/2024	894691 MARTINEZ, ORALIA	842447 842448		SENIOR TRIP REFUND-LAS VEGAS 004-2383 SENIOR TRIP REFUND-LAS VEGAS 004-2383	290.00 290.00 Total : 580.00
235020	3/4/2024	892281 MARTINEZ, ROSA	842446		SENIOR TRIP REFUND-LAS VEGAS 004-2383	100.00 Total : 100.00
235021	3/4/2024	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO 001-420-0000-4220	38.62 Total : 38.62
235022	3/4/2024	893064 MENDOZA, ELIA	842458		SENIOR TRIP REFUND-LAS VEGAS 004-2383	290.00 Total : 290.00

Page: 12

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 13

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235023	3/4/2024	102226 MISSION LINEN SUPPLY	52105018		LAUNDRY SERVICES FOR PD	
				13096	001-225-0000-4350	383.85
			521091125		LAUNDRY SERVICES FOR PD	
				13096	001-225-0000-4350	383.85
					Total :	767.70
235024	3/4/2024	894310 MLA GREEN INC	19510		CONSTRUCTION SUPPORT FOR PACO	
				12853	012-311-0551-4600	2,860.00
					Total :	2,860.00
235025	3/4/2024	893934 MORA, JUAN LUIS	MCB-0124		CONSULTANT FOR BASEBALL INSTRU	
				12954	017-420-1330-4260	260.00
					Total :	260.00
235026	3/4/2024	894499 MORENO, CRISTINA	REIMB.		OFFICE SUPPLIES & TBC EVENT SUPP	
					001-422-0000-4300	62.38
					004-2391	256.15
					Total :	318.53
235027	3/4/2024	894552 MORENO, FIDEL	842445		SENIOR TRIP REFUND-LAS VEGAS	
					004-2383	290.00
			842468		SENIOR TRIP REFUND-LAS VEGAS	
					004-2383	90.00
					Total :	380.00
235028	3/4/2024	102325 NAPA AUTO PARTS	6410-156282		VEHICLE MAINT-WA7218	
					070-384-0000-4400	69.64
			6410-156824		SUPPLIES	
					070-383-0000-4300	15.41
					Total :	85.05
235029	3/4/2024	102423 OCCU-MED, INC.	0224901		PRE-EMPLOYMENT PHYSICALS	
					001-106-0000-4260	2,926.00
					Total :	2,926.00
235030	3/4/2024	894100 ODP BUSINESS SOLUTIONS , LLC	349862059001		TONERS & OFFICE SUPPLIES	
					001-106-0000-4300	1,000.30
			350352450001		COMPUTER DESK LAMP	

Page: 13

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235030	3/4/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			350436691001		041-320-0000-4300	121.26
					OFFICE CHAIR	
			350798711001		001-150-0000-4300	249.93
					OFFICE CHAIR	
			351879667001		001-311-0000-4300	353.00
					OFFICE SUPPLIES	
			352262547001		001-310-0000-4300	154.26
					OFFICE SUPPLIES	
			352264024001		001-222-0000-4300	88.70
					OFFICE SUPPLIES	
			352356758001		001-222-0000-4300	108.02
					OFFICE SUPPLIES	
			352356758002		001-222-0000-4300	69.60
					OFFICE SUPPLIES	
			353316639001		001-222-0000-4300	8.57
					OFFICE SUPPLIES	
			353316640004		001-222-0000-4300	33.06
					OFFICE SUPPLIES	
			353379528001		001-222-0000-4300	54.01
					OFFICE SUPPLIES	
			353642166001		001-150-0000-4300	62.86
					TONER	
			353731565001		001-130-0000-4300	102.22
					OFFICE SUPPLIES	
					001-222-0000-4300	223.75
					Total :	2,629.54
235031	3/4/2024	894123 OLIVAREZ MADRUGA LAW	23945		LEGAL SERVICES	
					001-110-0000-4270	17,271.04
					Total :	17,271.04
235032	3/4/2024	893985 OPTISIGNS INC	F71C4632-0003		ANNUAL SUBSCRIPTION	
					001-420-0000-4260	216.00
					Total :	216.00
235033	3/4/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-156333		VEH. MAINT. AND REPAIR PARTS FOR	

Page: 14

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 15

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235033	3/4/2024	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)			
			4605-157405	13008	041-320-0225-4400	74.69
				13008	VEH. MAINT. AND REPAIR PARTS FOR I	
				13008	041-320-0346-4400	57.46
			4605-157608	13008	VEH. MAINT. AND REPAIR PARTS FOR I	
					070-383-0000-4400	81.68
					<b>Total :</b>	<b>213.83</b>
235034	3/4/2024	894631 OSMININA, ZHANNA	FEB 2024		ACADEMIC DRAWING INSTRUCTOR	
				13092	017-420-1343-4260	166.00
					<b>Total :</b>	<b>166.00</b>
235035	3/4/2024	889462 PANCHO VILLA'S RESTAURANT	3207		LP CLUB SUNDAY BRUNCH - 03/10/24	
					004-2383	2,650.47
					<b>Total :</b>	<b>2,650.47</b>
235036	3/4/2024	102568 PARKHOUSE TIRE, INC.	4010197168		VEHICLE MAINT-WA7218	
					070-381-0000-4400	464.87
					<b>Total :</b>	<b>464.87</b>
235037	3/4/2024	890324 PEREZ MONTELONGO, JUAN	022024		REFEREE & SCOREKEEPER SERVICE	
				12956	017-420-1328-4260	1,544.00
					<b>Total :</b>	<b>1,544.00</b>
235038	3/4/2024	889545 PEREZ, MARIBEL	REIMB.		OFFICE SUPPLIES-INK CARTRIDGE	
					001-423-0000-4300	71.15
					<b>Total :</b>	<b>71.15</b>
235039	3/4/2024	890004 PTS	2118178		PD PAY PHONE-MARCH 2024	
					001-190-0000-4220	96.80
					<b>Total :</b>	<b>96.80</b>
235040	3/4/2024	894373 PUBLIC SAFETY ALLIANCE	446		REG-CONTRABAND CONCEALMENT C	
					001-225-0000-4360	300.00
					<b>Total :</b>	<b>300.00</b>
235041	3/4/2024	102738 QUINTERO ESCAMILLA, VIOLETA	FEB 2024-1		SENIOR MUSIC CLASS INSTRUCTOR	
				12957	017-420-1323-4260	647.50

Page: 15

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235041	3/4/2024	102738 QUINTERO ESCAMILLA, VIOLETA	(Continued)			
				12957	026-420-0887-4260	152.50
					<b>Total :</b>	<b>800.00</b>
235042	3/4/2024	894403 RADETICH, MARTHA	842434		SENIOR TRIP REFUND-LAS VEGAS TRI	
			842440		004-2383	50.00
					SENIOR TRIP REFUND-LAS VEGAS TRI	
					004-2383	50.00
					<b>Total :</b>	<b>100.00</b>
235043	3/4/2024	894408 RINCON CONSULTANTS INC	53701		PREP OF PHASE 1 OF CLIMATE ACTIOI	
			54577	12914	110-150-7527-4270	1,147.50
				12914	PREP OF PHASE 1 OF CLIMATE ACTIOI	
					110-150-7527-4270	6,564.75
					<b>Total :</b>	<b>7,712.25</b>
235044	3/4/2024	102855 RIO HONDO COLLEGE	S24-71-ZSFN		PHYSICAL FINTESS CLASS	
					001-222-0000-4270	25.00
					<b>Total :</b>	<b>25.00</b>
235045	3/4/2024	894628 RIVAS, SEAN MICHAEL	FEB 2024		COMMISSIONER'S STIPEND	
					001-150-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
235046	3/4/2024	888382 SAHAGUN, JESUS	REIMB.		SWRCB-DWOC P D-3 EXAM & CERTIFIC	
					070-381-0000-4360	190.00
					<b>Total :</b>	<b>190.00</b>
235047	3/4/2024	894687 SALAZAR, LILI	842439		SENIOR TRIP REFUND-LAS VEGAS	
					004-2383	50.00
					<b>Total :</b>	<b>50.00</b>
235048	3/4/2024	103057 SAN FERNANDO VALLEY SUN	12167		1ST READING ORD NO. 1721 -ADOPTIN	
			12169		001-115-0000-4230	50.63
			12178		PH NOTICE-DISCONNECTION OF RESI	
					001-115-0000-4230	148.50
					PH NOTICE-DISCONNECTION OF RESI	
					001-115-0000-4230	148.50

Page: 16

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 17

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235048	3/4/2024	103057 103057 SAN FERNANDO VALLEY SUN	(Continued)			Total : 347.63
235049	3/4/2024	894693 SANCHEZ, IRIS	840855		FACILITY RENTAL DEP REFUND 001-2220	165.00 Total : 165.00
235050	3/4/2024	894686 SILVA, ANA MIRIAM	842437 842438		SENIOR TRIP REFUND-LAS VEGAS TRI 004-2383 SENIOR TRIP REFUND-LAS VEGAS TRI 004-2383	50.00 50.00 Total : 100.00
235051	3/4/2024	103184 SMART & FINAL	0034 0240 0259 0276		SUPPLIES FOR TREE PEOPLE EVENT 001-310-0000-4300 REFRESHMENTS-NEIGHBORHOOD W/ 001-222-0000-4300 REFRESHMENTS-SENIOR EVENT 004-2346 BREAKROOM SUPPLIES 001-222-0000-4300	76.52 17.08 178.99 180.78 Total : 453.37
235052	3/4/2024	894436 SOLORIO, FRANCISCO JAVIER	FEB 2024		COMMISSIONER'S STIPEND 001-150-0000-4111	100.00 Total : 100.00
235053	3/4/2024	894672 SPATIG, JENNIFER	REIMB.		PORTABLE SCREEN-TEAM BUILDING V 001-222-0000-4300	54.74 Total : 54.74
235054	3/4/2024	894311 SPECTRUMVOIP	292358		CITYWIDE LONG DIST VOIP SRVS- MAI 001-190-0000-4220	456.40 Total : 456.40
235055	3/4/2024	894130 SUNBURST UNIFORMS	1914 1915	13043 13043	UNIFORMS & ACCESSORIES 001-222-0000-4300 UNIFORMS & ACCESSORIES 001-222-0000-4300	597.97 32.18
						Page: 17

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 18

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235055	3/4/2024	894130 894130 SUNBURST UNIFORMS	(Continued)			Total : 630.15
235056	3/4/2024	894692 TAPIA, REGINA	842435		SENIOR TRIP REFUND-LAS VEGAS	
					004-2383	50.00
			842436		SENIOR TRIP REFUND-LAS VEGAS	
					004-2383	50.00
					Total :	100.00
235057	3/4/2024	893889 THE COUNSELING TEAM	2240		PEER SUPPORT TRAINING	
					110-220-3644-4270	1,196.00
				Total :		1,196.00
235058	3/4/2024	103205 THE GAS COMPANY	084-220-3249-3		GAS-505 N HUNTINGTON	
					043-390-0000-4210	353.57
				Total :		353.57
235059	3/4/2024	101528 THE HOME DEPOT CRC	2021950		BACKFLOW SUPPLIES	
					070-383-0000-4300	51.33
			2354332		GRAFFITI SUPPLIES	
					001-312-0000-4300	1,305.40
			5122979		MATL'S FOR MAINT	
					043-390-0000-4300	246.60
			5361054		TOOLS FOR MAINT.	
					001-311-0000-4300	235.74
			6353988		MATL'S FOR MAINT	
					043-390-0000-4300	243.76
			7542494		MISC ITEMS	
					070-384-0000-4300	56.15
			8013567		SAFETY FLASHLIGHTS FOR STAFF	
		070-384-0000-4300	171.42			
		8025671		TOOLS FOR TRUCK		
				001-311-0000-4300	110.15	
		8025672		SUPPLIES FOR CH WALL		
				043-390-0000-4300	227.02	
				Total :		2,647.57
235060	3/4/2024	894052 THE LANGUAGE PROS, INC.	1660		LANGUAGE ACCESS PROGRAM - ONSI	
						Page: 18

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 19

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235060	3/4/2024	894052 THE LANGUAGE PROS, INC.	(Continued)			
			1668	12998	001-101-0000-4270	1,223.22
				12998	LANGUAGE ACCESS PROGRAM - ONSI	
					001-101-0000-4270	180.60
					Total :	1,403.82
235061	3/4/2024	893905 TORRES-GAHM, GRACIELA	22024		LOPEZ ADOBE CLEANING SERVICES	
				12967	001-420-0000-4260	400.00
					Total :	400.00
235062	3/4/2024	887568 TRANS TECH	012594		VEHICLE MAINT-ME9503	
					074-320-0000-4400	1,500.00
					Total :	1,500.00
235063	3/4/2024	103413 TRANS UNION LLC	01403702		CREDIT CHECK SERVICES	
					001-222-0000-4260	85.00
					Total :	85.00
235064	3/4/2024	893647 VALEO NETWORKS	24674		IT SPECIAL PROJECT SERVICES	
			24675	13119	001-135-0000-4260	688.50
			25901	13119	IT SPECIAL PROJECT SERVICES	162.00
			25922	13119	IT SPECIAL PROJECT SERVICES	425.25
				13119	001-135-0000-4260	
					IT SPECIAL PROJECT SERVICES	141.75
					010-225-3698-4500	
					Total :	1,417.50
235065	3/4/2024	889644 VERIZON BUSINESS	64369657		CITY HALL LONG DISTANCE	
			64369658		001-190-0000-4220	56.06
			64369659		CITY YARD LONG DISTANCE	
			64369660		070-384-0000-4220	16.82
			64369661		CITY HALL LONG DISTANCE	
					001-190-0000-4220	28.04
					POLICE LONG DISTANCE	
					001-222-0000-4220	62.47
					CITY YARD LONG DISTANCE	

Page: 19

vchlist  
02/29/2024 8:58:28AMVoucher List  
CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235065	3/4/2024	889644 VERIZON BUSINESS	(Continued)			
			64369662		070-384-0000-4220	11.21
			64370197		PARKS LONG DISTANCE	
			64370208		001-420-0000-4220	17.09
					PW LONG DISTANCE	
					001-310-0000-4220	5.61
					CITY HALL LONG DISTANCE	
					001-190-0000-4220	61.67
					Total :	258.97
235066	3/4/2024	100101 VERIZON WIRELESS-LA	9956283480		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	102.64
					001-101-0108-4220	52.02
					001-105-0000-4220	55.91
					Total :	210.57
235067	3/4/2024	891531 WILLDAN ENGINEERING	00338638		NPDES CONSULTING SERVICES	
			00419688	13011	023-311-0000-4270	7,668.05
			00627138	12849	CONSTRUCTION MGMT FOR PACOIMA	50,756.73
				12941	012-311-0551-4600	
					TRAFFIC SIGNAL SYNCHRONIZATION I	648.00
					024-371-0510-4600	
					Total :	59,072.78
119 Vouchers for bank code :		bank3			Bank total :	651,168.68
119 Vouchers in this report					Total vouchers :	651,168.68

Voucher Registers are not final until approved by Council.

Page: 20

SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 24-031

vchlist  
02/21/2024 12:01:24PM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
234839	2/21/2024	101279 GOMEZ-GARCIA, SONIA	REIMB.		LODGING, PER DIEM, MILEAGE: CSMF 001-130-0000-4370	830.94	
Total :						830.94	
1 Vouchers for bank code :		bank3			Bank total :	830.94	
1 Vouchers in this report						Total vouchers :	830.94

Voucher Registers are not final until approved by Council.

Page: 1

## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-031vchlist  
02/28/2024 8:30:56AMVoucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234840	3/1/2024	100286 BAKER, BEVERLY	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	184.72
Total :						184.72
234841	3/1/2024	100916 DEIBEL, PAUL	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
Total :						291.15
234842	3/1/2024	101781 KISHITA, ROBERT	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
Total :						167.79
234843	3/1/2024	101926 LILES, RICHARD	24-Mar		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	145.58 145.57
Total :						291.15
234844	3/1/2024	102126 MARTINEZ, MIGUEL	24-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	708.41
Total :						708.41
234845	3/1/2024	891354 RAMIREZ, ROSALINDA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	167.79
Total :						167.79
234846	3/1/2024	892782 TIGHE, DONNA	24-Mar		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	83.90 83.89
Total :						167.79
7 Vouchers for bank code : bank3						Bank total : 1,978.80
7 Vouchers in this report						Total vouchers : 1,978.80

Page: 1

vchlist  
02/28/2024 8:30:56AMVoucher List  
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------

Voucher Registers are not final until approved by Council.

Page: 2



## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-031vchlist  
02/28/2024 8:50:23AMVoucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234847	3/1/2024	100091 AGORICHAS, JOHN	24-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	291.15
					Total :	291.15
234848	3/1/2024	891039 AGUILAR, JESUS	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	492.58
					Total :	492.58
234849	3/1/2024	100104 ALBA, ANTHONY	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
					Total :	739.30
234850	3/1/2024	891011 APODACA-GRASS, ROBERTA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
234851	3/1/2024	100260 AVILA, FRANK	24-Mar		CALPERS HEALTH REIMB 041-180-0000-4127	1,573.82
					Total :	1,573.82
234852	3/1/2024	100306 BARNARD, LARRY	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	873.00
					Total :	873.00
234853	3/1/2024	100346 BELDEN, KENNETH M.	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00
					Total :	1,396.00
234854	3/1/2024	892233 BUZZELL, CAROL	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	184.72
					Total :	184.72
234855	3/1/2024	891350 CALZADA, FRANK	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	526.44
					Total :	526.44
234856	3/1/2024	100642 CASTRO, RICO	24-Mar		CALPERS HEALTH REIMB	

Page: 1

vchlist  
02/28/2024 8:50:23AMVoucher List  
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234856	3/1/2024	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	2,105.94
					Total :	2,105.94
234857	3/1/2024	103816 CHAVEZ, ELENA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	599.65
					Total :	599.65
234858	3/1/2024	100752 COLELLI, CHRISTIAN	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07
					Total :	2,093.07
234859	3/1/2024	891014 CREEKMORE, CASIMIRA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
234860	3/1/2024	893711 DAVIS, JAMES	24-Mar		CALPERS HEALTH REIMB 072-180-0000-4127	1,581.28
					Total :	1,581.28
234861	3/1/2024	100913 DECKER, CATHERINE	24-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	263.02
					Total :	263.02
234862	3/1/2024	100925 DELGADO, RALPH	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	526.44
					Total :	526.44
234863	3/1/2024	101667 DIAZ, EVELYN	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	899.00
					Total :	899.00
234864	3/1/2024	100960 DIEDIKER, VIRGINIA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
234865	3/1/2024	100996 DRAKE, JOYCE	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15

Page: 2

## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-031vchlist  
02/28/2024 8:50:23AMVoucher List  
CITY OF SAN FERNANDO

Page: 3

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234865	3/1/2024	100996 100996 DRAKE, JOYCE	(Continued)			Total : 291.15
234866	3/1/2024	100995 DRAKE, MICHAEL	24-Mar		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	145.58 145.57 Total : 291.15
234867	3/1/2024	100997 DRAPER, CHRISTOPHER	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07 Total : 2,093.07
234868	3/1/2024	101044 ELEY, JEFFREY	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 Total : 2,214.00
234869	3/1/2024	891040 FISHKIN, RIVIAN	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
234870	3/1/2024	101178 FLORES, ADRIAN	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.30 Total : 1,356.30
234871	3/1/2024	101182 FLORES, MIGUEL	24-Mar		CALPERS HEALTH REIMB 043-180-0000-4127	1,356.30 Total : 1,356.30
234872	3/1/2024	892103 GAJDOS, BETTY	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 Total : 167.79
234873	3/1/2024	894378 GARCIA, BERTHA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	708.41 Total : 708.41
234874	3/1/2024	891351 GARCIA, DEBRA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,136.72
Page: 3						

vchlist  
02/28/2024 8:50:23AMVoucher List  
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234874	3/1/2024	891351 891351 GARCIA, DEBRA	(Continued)			Total : 2,136.72
234875	3/1/2024	101281 GARIBAY, SAUL	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,532.39 Total : 2,532.39
234876	3/1/2024	101318 GLASGOW, KEVIN	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,093.07 Total : 2,093.07
234877	3/1/2024	891020 GLASGOW, ROBERT	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	308.00 Total : 308.00
234878	3/1/2024	101333 GODINEZ, FRAZIER C.	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 Total : 1,810.29
234879	3/1/2024	101409 GUERRA, LAUREN E	24-Mar		CALPERS HEALTH REIMB 072-180-0000-4127	599.65 Total : 599.65
234880	3/1/2024	891021 GUIZA, JENNIE	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 Total : 291.15
234881	3/1/2024	102896 GUZMAN, ROSA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 Total : 599.65
234882	3/1/2024	891352 HADEN, SUSANNA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	708.41 Total : 708.41
234883	3/1/2024	101440 HALCON, ERNEST	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,396.00 Total : 1,396.00

Page: 4

## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-031vchlist  
02/28/2024 8:50:23AMVoucher List  
CITY OF SAN FERNANDO

Page: 5

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
234884	3/1/2024	101672 HANCHETT, NICHOLE	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,441.88	
					Total :	1,441.88	
234885	3/1/2024	891918 HARTWELL, BRUCE	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					Total :	739.30	
234886	3/1/2024	101465 HARVEY, DAVID	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	167.79	
					Total :	167.79	
234887	3/1/2024	101466 HARVEY, DEVERY MICHAEL	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	873.00	
					Total :	873.00	
234888	3/1/2024	101471 HASBUN, NAZRI A.	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	599.65	
					Total :	599.65	
234889	3/1/2024	891023 HATFIELD, JAMES	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					Total :	739.30	
234890	3/1/2024	892104 HERNANDEZ, ALFONSO	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	739.30	
					Total :	739.30	
234891	3/1/2024	891024 HOOKER, RAYMOND	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
					Total :	291.15	
234892	3/1/2024	893616 HOUGH, LOIS	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	184.72	
					Total :	184.72	
234893	3/1/2024	101597 IBRAHIM, SAMIR	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	492.58	
						Page:	5

vchlist  
02/28/2024 8:50:23AMVoucher List  
CITY OF SAN FERNANDO

Page: 6

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
234893	3/1/2024	101597 101597 IBRAHIM, SAMIR	(Continued)				
					Total :	492.58	
234894	3/1/2024	101694 JACOBS, ROBERT	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	873.00	
					Total :	873.00	
234895	3/1/2024	892105 KAHMANN, ERIC	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	492.58	
					Total :	492.58	
234896	3/1/2024	101786 KLOTZSCHE, STEVEN	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	575.02	
					Total :	575.02	
234897	3/1/2024	891866 KNIGHT, DONNA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	161.43	
					Total :	161.43	
234898	3/1/2024	892929 LEWIS, WANDA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
					Total :	291.15	
234899	3/1/2024	891043 LIEBERMAN, LEONARD	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	167.79	
					Total :	167.79	
234900	3/1/2024	101933 LITTLEFIELD, LESLEY	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15	
					Total :	291.15	
234901	3/1/2024	102045 LLAMAS-RIVERA, MARCOS	24-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	1,652.90	
					Total :	1,652.90	
234902	3/1/2024	102059 MACK, MARSHALL	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	599.65	
					Total :	599.65	
						Page:	6

## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-031vchlist  
02/28/2024 8:50:23AMVoucher List  
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234903	3/1/2024	891010 MAERTZ, ALVIN	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	479.86 <b>479.86</b>
234904	3/1/2024	888037 MARTINEZ, ALVARO	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,498.67 <b>2,498.67</b>
234905	3/1/2024	102206 MILLER, WILMA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 <b>291.15</b>
234906	3/1/2024	102212 MIRAMONTES, MONICA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	628.36 <b>628.36</b>
234907	3/1/2024	102232 MIURA, HOWARD	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 <b>291.15</b>
234908	3/1/2024	892106 MONTAN, EDWARD	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	184.72 <b>184.72</b>
234909	3/1/2024	102365 NAVARRO, RICARDO A	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	516.44 <b>516.44</b>
234910	3/1/2024	102443 OKAFOR, MICHAEL	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,884.73 <b>1,884.73</b>
234911	3/1/2024	102473 ORDELHEIDE, ROBERT	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,146.00 <b>2,146.00</b>
234912	3/1/2024	102483 OROZCO, ELVIRA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	184.72

Page: 7

vchlist  
02/28/2024 8:50:23AMVoucher List  
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234912	3/1/2024	102483 102483 OROZCO, ELVIRA	(Continued)			<b>184.72</b>
234913	3/1/2024	102486 ORSINI, TODD	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,102.76 <b>2,102.76</b>
234914	3/1/2024	102569 PARKS, ROBERT	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 <b>2,214.00</b>
234915	3/1/2024	102580 PATINO, ARMANDO	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,214.00 <b>2,214.00</b>
234916	3/1/2024	102527 PISCITELLI, ANTHONY	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	526.44 <b>526.44</b>
234917	3/1/2024	891033 POLLOCK, CHRISTINE	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	308.00 <b>308.00</b>
234918	3/1/2024	102735 QUINONEZ, MARIA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,573.82 <b>1,573.82</b>
234919	3/1/2024	891034 RAMSEY, JAMES	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	989.86 <b>989.86</b>
234920	3/1/2024	102788 RAYGOZA, JOSE LUIS	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 <b>1,810.29</b>
234921	3/1/2024	102864 RIVETTI, DOMINICK	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	873.00 <b>873.00</b>

Page: 8

## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-031  
Page: 9vchlist  
02/28/2024 8:50:23AMVoucher List  
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234922	3/1/2024	102936 RUELAS, MARCO	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	2,136.72 <b>2,136.72</b>
234923	3/1/2024	102940 RUIZ, RONALD	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	599.65 <b>599.65</b>
234924	3/1/2024	891044 RUSSUM, LINDA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 <b>167.79</b>
234925	3/1/2024	103005 SALAZAR, TONY	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,356.30 <b>1,356.30</b>
234926	3/1/2024	103118 SENDA, OCTAVIO	24-Mar		CALPERS HEALTH REIMB 043-180-0000-4127	1,810.29 <b>1,810.29</b>
234927	3/1/2024	892107 SHANAHAN, MARK	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	492.58 <b>492.58</b>
234928	3/1/2024	891035 SHERWOOD, NINA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 <b>291.15</b>
234929	3/1/2024	103175 SKOBIN, ROMELIA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,438.01 <b>1,438.01</b>
234930	3/1/2024	893677 SOLIS, MARGARITA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	547.69 <b>547.69</b>
234931	3/1/2024	103220 SOMERVILLE, MICHAEL	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00

Page: 9

vchlist  
02/28/2024 8:50:23AMVoucher List  
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234931	3/1/2024	103220 103220 SOMERVILLE, MICHAEL	(Continued)			<b>1,706.00</b>
234932	3/1/2024	889588 UFANO, VIRGINIA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	167.79 <b>167.79</b>
234933	3/1/2024	103516 VAIRO, ANTHONY	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,706.00 <b>1,706.00</b>
234934	3/1/2024	888417 VALDIVIA, LAURA	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15 <b>291.15</b>
234935	3/1/2024	103550 VANICEK, JAMES	24-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	1,573.82 <b>1,573.82</b>
234936	3/1/2024	103562 VASQUEZ, JOEL	24-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	2,214.00 <b>2,214.00</b>
234937	3/1/2024	888562 VILLALPANDO, SEBASTIAN FRANK	24-Mar		CALPERS HEALTH REIMB 070-180-0000-4127	492.58 <b>492.58</b>
234938	3/1/2024	103692 VILLALVA, FRANCISCO	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	1,810.29 <b>1,810.29</b>
234939	3/1/2024	891038 WAITE, CURTIS	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	739.30 <b>739.30</b>
234940	3/1/2024	103612 WALKER, MICHAEL	24-Mar		CALPERS HEALTH REIMB 027-180-0000-4127	167.79 <b>167.79</b>

Page: 10

## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-031

vchlist

02/28/2024

8:50:23AM

Voucher List  
CITY OF SAN FERNANDO

Page: 11

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234941	3/1/2024	103620 WARREN, DALE	24-Mar		CALPERS HEALTH REIMB 072-180-0000-4127	167.79
					Total :	167.79
234942	3/1/2024	891036 WATT, DAVID	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
					Total :	739.30
234943	3/1/2024	893690 WATTS, STEVE M.	24-Mar		CALPERS HEALTH REIMB 072-180-0000-4127	1,033.20
					Total :	1,033.20
234944	3/1/2024	891037 WEBB, NANCY	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
234945	3/1/2024	103643 WEDDING, JEROME	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
					Total :	739.30
234946	3/1/2024	103727 WYSBEEK, DOUDE	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	291.15
					Total :	291.15
234947	3/1/2024	103737 YNIGUEZ, LEONARD	24-Mar		CALPERS HEALTH REIMB 001-180-0000-4127	739.30
					Total :	739.30
101	Vouchers for bank code :		bank3		Bank total :	92,941.55
101	Vouchers in this report					Total vouchers : 92,941.55

Voucher Registers are not final until approved by Council.

Page: 11

SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 24-031

vchlist  
02/29/2024 8:36:28AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234948	3/1/2024	103648 CITY OF SAN FERNANDO	PR 3/1/24		REIMB FOR PAYROLL W/E 2/23/24	
					001-1003	596,810.80
					007-1003	200.05
					010-1003	201.89
					017-1003	202.92
					027-1003	5,753.78
					029-1003	1,084.82
					041-1003	7,425.13
					043-1003	15,339.40
					070-1003	63,227.57
					072-1003	17,570.22
					094-1003	1,046.86
					110-1003	14,043.69
					Total :	722,907.13
1 Vouchers for bank code :		bank3				Bank total : 722,907.13
1 Vouchers in this report						Total vouchers : 722,907.13

Voucher Registers are not final until approved by Council.

Page: 1

**RESOLUTION NO. 24-032**

**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. 24-032**

**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 18<sup>th</sup> day of March, 2024.

---

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. 24-032, 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 18<sup>th</sup> day of March, 2024, 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 March, 2024.

---

Julia Fritz, City Clerk

vchlist  
03/13/2024 12:03:28PMVoucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235079	3/18/2024	891587 ABLE MAILING INC.	38897		MAILING AND FULFILLMENT SERVICES	
				12972	072-360-0000-4300	120.68
				12972	070-382-0000-4300	120.67
			38898		WATER ENV STORAGE-FEB 2024	
					072-360-0000-4300	12.50
					070-382-0000-4300	12.50
					<b>Total :</b>	<b>266.35</b>
235080	3/18/2024	893777 ADLERHORST INTERNATIONAL LLC	120970		K9 TRAINING DETECTION RECERT	
					001-225-0000-4270	450.00
					<b>Total :</b>	<b>450.00</b>
235081	3/18/2024	888356 ADVANCED AUTO REPAIR	1653		VEHICLE MAINT. REPAIRS & MINOR BC	
				13083	041-320-0224-4400	1,090.30
					<b>Total :</b>	<b>1,090.30</b>
235082	3/18/2024	894315 AG LAWNMOWER SHOP	0137		SMALL EQUIP. REPAIR (LAWNMOWER)	
				12981	001-311-0000-4300	100.02
					<b>Total :</b>	<b>100.02</b>
235083	3/18/2024	894477 ALARCON, JAMES	62-2262-15		WATER ACCT REFUND-418 HARDING	
					070-2010	26.22
			62-2272-07		WATER ACCT REFUND-422 HARDING	
					070-2010	34.64
					<b>Total :</b>	<b>60.86</b>
235084	3/18/2024	893813 ALMANZA, LAURAMARIE C	REIMB.		SUPPLIES-SENIOR ACTIVITIES	
					004-2383	30.96
					004-2346	18.73
					<b>Total :</b>	<b>49.69</b>
235085	3/18/2024	100143 ALONSO, SERGIO	FEB 2024		MMAP INSTRUCTOR	
				13077	109-424-3614-4260	1,120.00
					<b>Total :</b>	<b>1,120.00</b>
235086	3/18/2024	887695 AL'S KUBOTA TRACTOR	271649		VEHICLE MAINT-PK1169	

Page: 1

vchlist  
03/13/2024 12:03:28PMVoucher List  
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235086	3/18/2024	887695 AL'S KUBOTA TRACTOR	(Continued)			
					041-320-0390-4400	114.77
					<b>Total :</b>	<b>114.77</b>
235087	3/18/2024	892975 ALTA LANGUAGE SERVICES INC	IS703091		BILINGUAL LISTENING & SPEAKING TE	
					001-106-0000-4260	275.00
					<b>Total :</b>	<b>275.00</b>
235088	3/18/2024	894078 AMERICAN BUSINESS BANK	015		5% RETENTION HELD-UPPER RESERV	
					070-2037	33,699.50
					<b>Total :</b>	<b>33,699.50</b>
235089	3/18/2024	100188 ANDY GUMP INC.	INV1101361		PORTABLE RESTROOM SERV FOR CIT	
				13005	070-384-0000-4260	336.24
			INV1101362		PORTABLE RESTROOM SERV FOR CIT	
				13005	043-390-0000-4260	336.49
					<b>Total :</b>	<b>672.73</b>
235090	3/18/2024	893887 ANTHEM SPORTS	390969		EQUIPMENT FOR RECREATION SPORT	
				12983	001-423-0000-4300	366.02
					<b>Total :</b>	<b>366.02</b>
235091	3/18/2024	100204 AQUA-METRIC SALES COMPANY	INV0099817		METER REPL PROGRAM - LARGE COM	
				13012	070-385-0700-4600	2,580.91
					<b>Total :</b>	<b>2,580.91</b>
235092	3/18/2024	894045 ARROYO BACKGROUND	3325		BACKGROUND INVESTIGATIONS	
				13110	001-222-0000-4270	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
235093	3/18/2024	100222 ARROYO BUILDING MATERIALS, INC	291584		HARDWARE SUPPLIES & U-CARTS OF	
				12984	001-311-0000-4300	178.61
			291963		HARDWARE SUPPLIES & U-CARTS OF	
				12984	001-311-0000-4300	259.09
					<b>Total :</b>	<b>437.70</b>
235094	3/18/2024	891209 AUTONATION SSC	528931		FORD GENUINE PARTS FOR VARIOUS	
				13006	041-1215	1,006.57

Page: 2

vchlist  
 03/13/2024 12:03:28PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235094	3/18/2024	891209 891209 AUTONATION SSC	(Continued)			Total : 1,006.57
235095	3/18/2024	890500 AVILA-ALBARRAN, MAYRA	837523		FACILITY RENTAL DEP REFUND 001-2220	150.00
					Total :	150.00
235096	3/18/2024	888800 BUSINESS CARD	020824		PARKING FEE-LEAGUE OF CA CONF 001-105-0000-4370	4.00
			021224		PARKING-LEAGUE OF CA CONF 001-105-0000-4370	200.00
			021424		LODGING-ICA WINTER SEMINAR 001-101-0113-4370	295.99
			022324		DINNER FOR CC MEETING-02/20/24 001-101-0000-4300	140.00
			022324		TICKETS-SENIOR CLUB DAY TRIP 004-2383	898.50
			022624		OFFICE SUPPLIES 028-155-0000-4300	262.98
			022824		MEMBERSHIP DUES 001-152-0000-4370	100.00
			022924		REGISTRATION-HOME AGAIN LOS ANG 001-150-0000-4370	324.27
			022924-1		OFFICE SUPPLIES 004-2380	132.28
			022924-2		OFFICE SUPPLIES 004-2380	87.09
			022924-3		OFFICE SUPPLIES 004-2380	164.26
			030124		BUDGET AWARD APPLICATION FEE 001-130-0000-4380	530.00
			030124		CAREER FAIR 001-106-0000-4230	425.00
			030124-1		OFFICE SUPPLIES 001-106-0000-4300	60.36
			030124-2		OFFICE SUPPLIES 001-106-0000-4300	64.18
			030424		WHITEBOARD	

Page: 3

 vchlist  
 03/13/2024 12:03:28PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235096	3/18/2024	888800 BUSINESS CARD	(Continued)			
			030424		001-135-0000-4300 RIBBON FOR CASHIERING PRINTERS	111.34
			030424		001-130-0000-4300 CITY EMAIL-MARCH 2024	80.09
			030524		001-135-0000-4260 CONF REGISTRATION & MMBRSHIP RE	2,017.19
					001-101-0107-4370	900.00
					Total :	6,797.53
235097	3/18/2024	888800 BUSINESS CARD	021924		BLUE TOOTH ADAPTOR 001-222-0000-4300	16.53
			022124		SPEAKER 001-222-0000-4300	55.11
			022924		FINANCE CHARGES 001-190-0000-4435	53.12
			030124		MEALS-SFPD TEAM BUILDING RETRE# 001-224-0000-4360	261.52
			030124		MEALS-SFPD TEAM BUILDING RETRE# 001-224-0000-4360	439.53
			030424		MEALS-SFPD TEAM BUILDING RETRE# 001-224-0000-4360	340.75
			030424		MEALS-SFPD TEAM BUILDING RETRE# 001-224-0000-4360	325.57
					Total :	1,492.13
235098	3/18/2024	100464 C.A.P.E.	13360		REGISTRATION: ANNUAL TRAINING SE 001-224-0000-4360	450.00
					Total :	450.00
235099	3/18/2024	100494 C.M.R.T.A.	2814		MEMBERSHIP RENEWAL 001-130-0000-4380	150.00
					Total :	150.00
235100	3/18/2024	894417 CAMPOS, ENRIQUE	43-3692-00		WATER ACCT REFUND-1515 SECOND * 070-2010	38.16
			43-3696-00		WATER ACCT REFUND-1513 SECOND *	

Page: 4

vchlist  
 03/13/2024 12:03:28PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235100	3/18/2024	894417 CAMPOS, ENRIQUE	(Continued)		070-2010	7.98
					<b>Total :</b>	<b>46.14</b>
235101	3/18/2024	892465 CANON SOLUTIONS AMERICA, INC.	6007096641	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	1,680.02
					<b>Total :</b>	<b>1,680.02</b>
235102	3/18/2024	894600 CARGILL, INCORPORATED	2909201901	13088	NSF CERTIFIED BULK SALT FOR THE H 070-384-0000-4300	6,071.11
					<b>Total :</b>	<b>6,071.11</b>
235103	3/18/2024	894010 CHARTER COMMUNICATIONS	0010369021824 196309022324		PD CABLE SERVICES 02/18/24-03/17/24 001-222-0000-4260 INTERNET SERVICES 02/23/24-03/22/24 001-190-0000-4220	237.07 1,399.00
					<b>Total :</b>	<b>1,636.07</b>
235104	3/18/2024	894372 CHRIS CANELO MUSIC INC	020324		DJ SERVICES-SENIOR PROG DANCE 004-2346	325.00
					<b>Total :</b>	<b>325.00</b>
235105	3/18/2024	103029 CITY OF SAN FERNANDO	6045-6086		REIMB TO WORKER'S COMP ACCT 006-1038	10,889.86
					<b>Total :</b>	<b>10,889.86</b>
235106	3/18/2024	890893 CITY OF SAN FERNANDO	MARCH 2024		CITY PROPERTY UTILITY BILLS 043-390-0000-4210	3,215.08
					<b>Total :</b>	<b>3,215.08</b>
235107	3/18/2024	890893 CITY OF SAN FERNANDO	FEB 2024		COMMISSIONER'S STIPEND DONATION 001-420-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
235108	3/18/2024	893824 COMPLETE OFFICE	4126869-0	13042	DEPARTMENT SUPPLIES 001-222-0000-4300	592.02
					<b>Total :</b>	<b>592.02</b>

Page: 5

 vchlist  
 03/13/2024 12:03:28PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235109	3/18/2024	100810 COPWARE, INC.	86748		SITE LICENSE: CA PEACE OFFICER LE 001-135-0000-4270	965.00
					<b>Total :</b>	<b>965.00</b>
235110	3/18/2024	892687 CORE & MAIN LP	U338351	13014	WATER METERS, FIRE SERVICE MAT'L 070-383-0000-4310	1,510.07
					<b>Total :</b>	<b>1,510.07</b>
235111	3/18/2024	102003 COUNTY OF LOS ANGELES	RE-PW-23121102946 RE-PW-24010803642 RE-PW-24021204315 RE-PW-24021204550	13050	FCDP-SF REGIONAL PARK 001-310-0000-4270 FCDP-SF REGIONAL PARK 001-310-0000-4270 FCDP-SF REGIONAL PARK 001-310-0000-4270 INDUSTRIAL WASTE CHARGES 072-360-0000-4450	1,676.14 153.36 49.21 7,663.93
					<b>Total :</b>	<b>9,542.64</b>
235112	3/18/2024	100905 DE LA CERDA, MARY	43-2601-01		CREDIT BAL REFUND-132 ORANGE GR 070-2010	425.48
					<b>Total :</b>	<b>425.48</b>
235113	3/18/2024	887380 DUENAS, MARIA CONCEPCION	125 126	13107 13107	MMAP PROJECT ASSISTANT 109-424-3614-4260 MMAP PROJECT ASSISTANT 109-424-3614-4260	975.00 735.00
					<b>Total :</b>	<b>1,710.00</b>
235114	3/18/2024	890401 ENVIROGEN TECHNOLOGIES INC	0014833-IN	13029	MAINT., REPAIR, PARTS, LABOR & EXT 070-384-0857-4260	4,171.59
					<b>Total :</b>	<b>4,171.59</b>
235115	3/18/2024	890879 EUROFINS EATON ANALYTICAL, INC	3800033535	13032	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	6,880.00
					<b>Total :</b>	<b>6,880.00</b>
235116	3/18/2024	103851 EVERSOF, INC.	R2444578		WATER SOFTNER RENTAL- WELL 2A 070-384-0000-4260	58.45

Page: 6

vchlist  
03/13/2024 12:03:28PMVoucher List  
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235116	3/18/2024	103851 103851 EVERSOF, INC.	(Continued)			Total : 58.45
235117	3/18/2024	893800 FAJARDO, JOANNE	FEB 2024	13108 13108	ZUMBA AND CHAIR ZUMBA CLASSES F 017-420-1322-4260 026-420-0887-4260	455.00 25.00 Total : 480.00
235118	3/18/2024	892198 FRONTIER COMMUNICATIONS	818-361-6728-080105 818-365-5097-120298 818-837-1509-032207 818-837-2296-031315 818-838-4969-021803		ENGINEERING FAX LINE 001-310-0000-4220 PD NARCOTICS VAULT 001-222-0000-4220 PW PHONE LINE 001-190-0000-4220 VARIOUS CITY HALL LINES 001-190-0000-4220 PD ALARM PANEL 001-222-0000-4220	45.55 45.15 45.55 359.40 137.98 Total : 633.63
235119	3/18/2024	894008 GMU PAVEMENT ENGINEERING	64168 65094 65223	13091 13091 13091	ON CALL PAVEMENT DESIGN SERVICE 001-420-0000-4260 ON CALL PAVEMENT DESIGN SERVICE 008-311-0560-4600 ON CALL PAVEMENT DESIGN SERVICE 008-311-0560-4600	2,392.00 895.00 1,518.75 Total : 4,805.75
235120	3/18/2024	890982 GONZALES, ROBERT C.	842366		BASEBALL COACH DISCOUNT 017-3770-1330	62.50 Total : 62.50
235121	3/18/2024	892550 GOVEA, DAVID	FEB 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00 Total : 100.00
235122	3/18/2024	101376 GRAINGER, INC.	9023931786 9029796290	12944	PURCH OF MOBILE MODULAR MGMT E 043-390-0000-4500 EQUIPMENT & SUPPLIES FOR VARIOU	169,997.25

Page: 7

vchlist  
03/13/2024 12:03:28PMVoucher List  
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235122	3/18/2024	101376 GRAINGER, INC.	(Continued)	13027	043-390-0000-4300	139.18 Total : 170,136.43
235123	3/18/2024	894407 GRAYBAR FINANCIAL SERVICES	6201021		VOIP MONTHLY LEASE PYMNT-MAR'24 001-190-0000-4220 001-222-0000-4220 001-420-0000-4220 070-384-0000-4220	944.53 944.54 404.80 404.80 Total : 2,698.67
235124	3/18/2024	101434 GUZMAN, JESUS ALBERTO	FEB 2024	13067	MMAPI INSTRUCTOR 109-424-3614-4260	1,600.00 Total : 1,600.00
235125	3/18/2024	888647 HDL SOFTWARE, LLC	SIN035090 SIN035926	13036 13036	BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260 BUSINESS LICENSE ADMIN SERVICES- 001-130-0000-4260	3,316.77 3,563.14 Total : 6,879.91
235126	3/18/2024	890594 HEALTH AND HUMAN RESOURCE	E0314974		EAP-APRIL 2024 001-106-0000-4260	250.90 Total : 250.90
235127	3/18/2024	893817 HERNANDEZ MOLINA, MARIO ALBERTO	FEB 2024	13079	MMAPI INSTRUCTOR MARIO HERNANDEZ 109-424-3614-4260	720.00 Total : 720.00
235128	3/18/2024	894144 JIMENEZ, DAVID	FEB 2024-2	13099 13099	FITNESS CLASSES FOR SENIORS 017-420-1322-4260 026-420-0887-4260	23.00 5.00 Total : 28.00
235129	3/18/2024	894007 KARINA SWEEPING COMPANY	0024	13020	SWEEPING SERVICES- CITY OWNED P 029-335-0000-4260	6,960.00 Total : 6,960.00

Page: 8

vchlist  
 03/13/2024 12:03:28PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235130	3/18/2024	894574 KOUNKUEY DESIGN INITIATIVE INC	2320.05.730		A LAND & OPEN SPACE INVENTORY S1	
				13075	010-420-0516-4600	12,935.60
				13075	121-420-3689-4270	4,900.00
					<b>Total :</b>	<b>17,835.60</b>
235131	3/18/2024	101971 L.A. MUNICIPAL SERVICES	694-750-1000		ELECTRIC & WATER-13180 DRONFIELD	
					070-384-0000-4210	7,791.83
					<b>Total :</b>	<b>7,791.83</b>
235132	3/18/2024	893218 LAZARO, ERNESTO	FEB 2024		MMAPI INSTRUCTOR	
				13100	109-424-3614-4260	720.00
					<b>Total :</b>	<b>720.00</b>
235133	3/18/2024	893063 LEON, MIGUEL	REIMB.		REIMB-SENIOR CLUB ACTIVITIES	
					004-2380	77.39
					<b>Total :</b>	<b>77.39</b>
235134	3/18/2024	892477 LOWES	9747-01228		MATL'S FOR TRAILER INSTALL	
					072-360-0000-4300	362.40
			9747-71361		MATL'S FOR TRAILER INSTALL	
					072-360-0000-4300	22.71
			9754-01146		LEAD & COPPER RULE EQUIP.	
					070-384-0000-4300	286.54
					<b>Total :</b>	<b>671.65</b>
235135	3/18/2024	102125 MARTINEZ, MARLENE	TRAVEL		PER DIEM-CAPE ANNUAL TRAINING SE	
					001-224-0000-4360	265.00
					<b>Total :</b>	<b>265.00</b>
235136	3/18/2024	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	39.35
					<b>Total :</b>	<b>39.35</b>
235137	3/18/2024	102148 METROPOLITAN WATER DISTRICT	49284		DELIVERY OF TREATED WATER	
				12976	010-384-0857-4600	3,323.79
			49292		DELIVERY OF TREATED WATER	
				12976	010-384-0857-4600	3,323.79
			49554		DELIVERY OF TREATED WATER	

Page: 9

 vchlist  
 03/13/2024 12:03:28PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235137	3/18/2024	102148 METROPOLITAN WATER DISTRICT	(Continued)			
				12976	010-384-0857-4600	2,616.21
					<b>Total :</b>	<b>9,263.79</b>
235138	3/18/2024	102214 MIRANDA, FERNANDO	REIMB.		WORK BOOTS	
					001-152-0000-4325	110.25
					<b>Total :</b>	<b>110.25</b>
235139	3/18/2024	102226 MISSION LINEN SUPPLY	521137736		LAUNDRY SERVICES FOR PD	
				13096	001-225-0000-4350	383.85
			521179942		LAUNDRY SERVICES FOR PD	
				13096	001-225-0000-4350	383.85
					<b>Total :</b>	<b>767.70</b>
235140	3/18/2024	893343 MOHR, NICOLE	FEB 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
235141	3/18/2024	894703 MOON, MYUNGSUN	35-2212-01		WATER ACCT REFUND-1426 SFRD (100	
					070-2010	53.96
					<b>Total :</b>	<b>53.96</b>
235142	3/18/2024	893934 MORA, JUAN LUIS	MCB-0224		CONSULTANT FOR BASEBALL INSTRUM	
				12954	017-420-1330-4260	1,300.00
					<b>Total :</b>	<b>1,300.00</b>
235143	3/18/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES	
					001-225-0000-4270	377.31
					<b>Total :</b>	<b>377.31</b>
235144	3/18/2024	892916 NADA BUS INC	51602		BUS TRANSPORTATION FOR (3) SENIC	
				13021	004-2383	2,035.00
			51770		BUS TRANSPORTATION FOR (3) SENIC	
				13021	004-2383	2,220.00
					<b>Total :</b>	<b>4,255.00</b>
235145	3/18/2024	893348 NCSI	42820		BACKGROUND CHECKS	
					017-420-1337-4260	92.50

Page: 10

vchlist  
03/13/2024 12:03:28PMVoucher List  
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235145	3/18/2024	893348 NCSI	(Continued)		017-420-1330-4260	18.50
					Total :	111.00
235146	3/18/2024	893405 NEW HORIZON	2572106		LP PHONE SERVICE-MAR 2024 001-420-0000-4220	311.09
					Total :	311.09
235147	3/18/2024	894100 ODP BUSINESS SOLUTIONS , LLC	349862059002		OFFICE SUPPLIES	
			351177293001		001-106-0000-4300 OFFICE SUPPLIES	13.10
			351665613001		001-106-0000-4300 OFFICE SUPPLIES	51.81
			353832334001		070-381-0000-4300 OFFICE SUPPLIES	57.88
			353943079001		001-310-0000-4300 OFFICE SUPPLIES	74.79
			353951634001		072-360-0000-4300 OFFICE SUPPLIES	111.56
			354333641001		001-311-0000-4300 OFFICE SUPPLIES	2.97
			354411612001		001-222-0000-4300 OFFICE SUPPLIES	56.96
			354990503001		001-222-0000-4300 OFFICE SUPPLIES	70.80
			354993277001		001-310-0000-4300 OFFICE SUPPLIES RETURNED	66.14
			355278115001		001-310-0000-4300 TONERS	-66.14
			355459182001		070-383-0000-4300 FUSE KIT FOR PRINTER	526.97
			355470183001		001-130-0000-4300 OFFICE SUPPLIES	380.35
			355907335001		001-222-0000-4300 OFFICE SUPPLIES	231.88
			355907693001		001-310-0000-4300 OFFICE SUPPLIES	30.85

Page: 11

vchlist  
03/13/2024 12:03:28PMVoucher List  
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235147	3/18/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)		001-310-0000-4300 OFFICE SUPPLIES	66.14
			356181136001		001-130-0000-4300	58.31
					Total :	1,734.37
235148	3/18/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-158480	13008	VEH. MAINT. AND REPAIR PARTS FOR (	60.59
			4605-159202	13008	VEH. MAINT. AND REPAIR PARTS FOR (	162.75
					Total :	223.34
235149	3/18/2024	894024 ORTIZ ENTERPRISES, INC.	P22	12650	SF REGIONAL PARK INFILTRATION PRK	12,000.00
					010-310-0620-4600	12,000.00
					Total :	12,000.00
235150	3/18/2024	894056 PACIFIC HYDROTECH CORPORATION	015	12642	UPPER RESERVOIR REPLACEMENT PI	673,990.00
					070-385-0716-4600	-33,699.50
					070-2037	640,290.50
					Total :	640,290.50
235151	3/18/2024	892850 PADILLA, ALBINA M.	REIMB.		REIMB.-SUPPLIES FOR SR TRIP	50.20
					004-2383	50.20
					Total :	50.20
235152	3/18/2024	894702 PAEZ, JOHN	62-1700-22		WATER ACCT REFUND-423 HARPS (1/2	78.21
					070-2010	78.21
					Total :	78.21
235153	3/18/2024	892360 PARKING COMPANY OF AMERICA	INVM0018451	13076 13076	PUBLIC TRANSPORTATION SERVICES-	46,421.14
					008-313-0000-4260	4,924.12
					007-313-3630-4402	51,345.26
					Total :	51,345.26
235154	3/18/2024	892957 PIONEER FIRE PROFESSIONALS INC	386964		FIRE EXTINGUISHER SRVS FOR CITY F	702.07
					041-320-0000-4260	702.07
					Total :	702.07

Page: 12

vchlist  
 03/13/2024 12:03:28PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235155	3/18/2024	893933 PORTA-STOR	417478		MCB STORAGE BIN RENTAL 017-420-1330-4260	82.00
					<b>Total :</b>	<b>82.00</b>
235156	3/18/2024	102688 PROFESSIONAL PRINTING CENTERS	22125	13060 13060	PRE-PRINTED FORMS & ENVELOPES 070-382-0000-4300 072-360-0000-4300	352.80 352.80
					<b>Total :</b>	<b>705.60</b>
235157	3/18/2024	892131 PROHEALTH-VALLEY OCCUPATIONAL	00610090-00		(2) DOT DRIVER PHYSICALS 001-106-0000-4270	160.00
					<b>Total :</b>	<b>160.00</b>
235158	3/18/2024	894306 QUENCH USA, INC.	INV07011124		DRINKING WATER 001-222-0000-4300	109.15
					<b>Total :</b>	<b>109.15</b>
235159	3/18/2024	894403 RADETICH, MARTHA	842539		SENIOR TRIP REFUND-SOBOBA CASIN 004-2383	40.00
					<b>Total :</b>	<b>40.00</b>
235160	3/18/2024	102782 RAMIREZ, JOSE A.	042024		MUSICAL PERFORMANCE-SENIOR DAI 004-2380	1,200.00
					<b>Total :</b>	<b>1,200.00</b>
235161	3/18/2024	887296 ROBLED0, OLIVIA	FEB 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
235162	3/18/2024	892071 ROBLES, J.	TRAVEL		PER DIEM-POST TRAINING IN MENIFEI 001-225-0000-4360	70.00
					<b>Total :</b>	<b>70.00</b>
235163	3/18/2024	894241 RODRIGUEZ, LAUREL A.	FEB 2024		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
					<b>Total :</b>	<b>100.00</b>
235164	3/18/2024	894704 RODRIGUEZ, MAGDALENA	841388		SENIOR TRIP REFUND-SAN DIEGO ZO	

Page: 13

 vchlist  
 03/13/2024 12:03:28PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235164	3/18/2024	894704 RODRIGUEZ, MAGDALENA	(Continued)		004-2383	140.00
					<b>Total :</b>	<b>140.00</b>
235165	3/18/2024	894705 RSVC COMPANY	BS2400674		BUILDING PERMIT PARTIAL REFUND 001-2040	296.40
					<b>Total :</b>	<b>296.40</b>
235166	3/18/2024	888382 SAHAGUN, JESUS	REIMB.		DVD FIELD TESTING TRAINING-BACKF 070-381-0000-4360	61.38
					<b>Total :</b>	<b>61.38</b>
235167	3/18/2024	103057 SAN FERNANDO VALLEY SUN	12183		LEGAL AD: NOTICE OF NOMINEES FOF 001-115-0000-4230	97.88
			12190		2ND READING: ORD NO.1721-ADOPTIN 001-115-0000-4230	81.00
			12191		2ND READING: ORD. NO. U-1723 BUSIN 001-115-0000-4230	97.88
					<b>Total :</b>	<b>276.76</b>
235168	3/18/2024	102967 SCOTT FAZEKAS & ASSOCIATES INC	22717		PLAN CHECK CONSULTANT-DEC REVI 001-2698	874.29
					<b>Total :</b>	<b>874.29</b>
235169	3/18/2024	894684 SCPMA-HR	022724		(5) NEW MEMBERSHIPS 001-106-0000-4370	225.00
					<b>Total :</b>	<b>225.00</b>
235170	3/18/2024	893444 SHAFER, MARIA	SF-2401		TRANSCRIPTION SERVICES CC MTGS 001-115-0000-4260	637.50
					<b>Total :</b>	<b>637.50</b>
235171	3/18/2024	103184 SMART & FINAL	0077		SUPPLIES - SENIOR CLUB MTGS 004-2380	157.96
			0120		BREAK ROOM SUPPLIES 001-222-0000-4300	72.40
			0186		ENP SUPPLIES 004-2346	61.91

Page: 14



vchlist  
03/13/2024 12:03:28PMVoucher List  
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235171	3/18/2024	103184 103184 SMART & FINAL	(Continued)			Total : 292.27
235172	3/18/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	12,183.68
					029-335-0000-4210	3,442.53
					043-390-0000-4210	5,074.52
					070-384-0000-4210	25,010.30
					074-320-0000-4210	5,900.85
			700136176526		ELECTRIC METER FOR MALL-MACLAY/	
					030-341-0000-4210	90.88
					Total :	51,702.76
235173	3/18/2024	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION	
					074-320-0000-4402	12,749.22
					Total :	12,749.22
235174	3/18/2024	894275 STAPLES, INC.	8073310161		BREAK ROOM SUPPLIES	
					001-190-0000-4300	189.68
					Total :	189.68
235175	3/18/2024	100540 STATE CONTROLLER'S OFFICE	FAUD-00004223		ANNUAL STREET REPORT-FY22/23	
					011-311-0000-4270	3,200.00
					Total :	3,200.00
235176	3/18/2024	103254 STATE OF CALIFORNIA	SRTSL-5202(016)		SRTS CYCLE 1 & 2 GRANT REIMB.	
					010-3686-0552	823.59
					010-3686-0553	823.59
					Total :	1,647.18
235177	3/18/2024	894649 STERLING ADMINISTRATION	756148		ADMINISTRATIVE FEE: JAN 2024	
					001-106-0000-4260	50.00
					Total :	50.00
235178	3/18/2024	893955 TALLEY, BRIDGET LAINE	FEB 2024		CHAIR YOGA INSTRUCTOR	
					017-420-1321-4260	222.50
					026-420-0887-4260	22.50
					Total :	245.00

Page: 15

vchlist  
03/13/2024 12:03:28PMVoucher List  
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235179	3/18/2024	890898 TETRA MECHANICAL SERVICE INC	11042	13033	ROUTINE MAINT & EMERGENCY A/C R	
					043-390-0000-4260	1,455.33
					Total :	1,455.33
235180	3/18/2024	888821 THE GOODYEAR TIRE & RUBBER CO	0000039794	13009	TIRES FOR FLEET	
					041-1215	2,668.77
					Total :	2,668.77
235181	3/18/2024	101528 THE HOME DEPOT CRC	1014340		LEAD & COPPER EQUIP.	
			1022050		070-384-0000-4300	430.77
					MAT'L'S FOR TRAILER INSTALL	
					070-383-0000-4300	906.53
			1354368		001-311-0000-4300	906.50
					TOOLS	
			3120425		001-311-0000-4300	201.14
					SUPPLIES-PW OPS & HR	
			3120426		043-390-0000-4300	220.09
					HANGERS	
			4091939		001-222-0000-4300	39.60
					MISC ITEMS	
					041-320-0000-4320	125.45
					Total :	2,830.08
235182	3/18/2024	894052 THE LANGUAGE PROS, INC.	1674	12998	LANGUAGE ACCESS PROGRAM - ONSI	
					001-101-0000-4270	810.00
					Total :	810.00
235183	3/18/2024	894706 TILLET-ROTH, DANIEL ANTHONY	22-0026		RELEASE OF HELD EVIDENCE	
					001-2264	202.05
					Total :	202.05
235184	3/18/2024	892525 T-MOBILE	958769818		HOTSPOTS & TABLET CONNECTIONS	
					001-420-0000-4220	29.40
					043-390-0000-4310	19.74
					Total :	49.14
235185	3/18/2024	893905 TORRES-GAHM, GRACIELA	3132024		CLEANING SERVICES-CITY FACILITIES	

Page: 16

vchlist  
03/13/2024 12:03:28PMVoucher List  
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235185	3/18/2024	893905 TORRES-GAHM, GRACIELA	(Continued)	12967	001-422-0000-4260	375.00
					Total :	375.00
235186	3/18/2024	893504 TOWN HALL STREAMS, LLC	15500		MARCH STREAMING SERVICES 001-115-0000-4260	175.00
					Total :	175.00
235187	3/18/2024	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE C	15122187		REIMB TO POSTAGE MACHINE 001-190-0000-4280	1,500.00
					Total :	1,500.00
235188	3/18/2024	103463 U.S. POSTMASTER	MARCH 2024		POSTAGE-FEB UTILITY BILLS 072-360-0000-4300 070-382-0000-4300	777.86 777.86
					Total :	1,555.72
235189	3/18/2024	893746 UNISHIELD	INV-107635	13118	REPLACEMENT OF RAIN WEAR FOR P 001-311-0000-4300	2,183.95
					Total :	2,183.95
235190	3/18/2024	889287 UNITED TRUCK CENTERS	74464 74562		VEHICLE MAINT-PW1271 072-360-0000-4400 VEHICLE MAINT-WA0172 070-383-0000-4400	585.00 1,363.11
					Total :	1,948.11
235191	3/18/2024	103439 UPS	831954094		COURIER SERVICES 001-190-0000-4280	131.60
					Total :	131.60
235192	3/18/2024	103449 USA BLUE BOOK	INV00270598	13016	MISC WATER & LOCKSMITH SUPPLIES 070-384-0000-4310	1,074.26
					Total :	1,074.26
235193	3/18/2024	893740 UTILITY SYSTEMS SCIENCE &	COSF_2/09-03/08/24 COSF_2/1-2/29/24	13024	WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260 WSTEWTER FLOW MONITORING & SAI	770.00

Page: 17

vchlist  
03/13/2024 12:03:28PMVoucher List  
CITY OF SAN FERNANDO

Page: 18

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235193	3/18/2024	893740 UTILITY SYSTEMS SCIENCE &	(Continued)	13024	072-360-0000-4260	540.00
					Total :	1,310.00
235194	3/18/2024	103510 V & V MANUFACTURING, INC.	58626		CHAPLAIN BADGE 001-222-0000-4300	139.83
					Total :	139.83
235195	3/18/2024	893647 VALEO NETWORKS	28158 28159	13038 13038	IT MANAGEMENT & VEEAM CLOUD CO 001-135-0000-4270 IT MANAGEMENT & VEEAM CLOUD CO 001-135-0000-4260	10,591.67 1,540.97
					Total :	12,132.64
235196	3/18/2024	891220 VAN LANT & FANKHANEL, LLP	030424	13071 13071 13071 13071	ANNUAL AUDIT SERVICES 001-130-0000-4270 070-381-0000-4270 072-360-0000-4270 001-130-0000-4270	16,125.00 2,687.50 2,687.50 400.00
					Total :	21,900.00
235197	3/18/2024	889627 VERIZON CONFERENCING	Z9530442		CONFERENCE CALLING 001-190-0000-4220	5.74
					Total :	5.74
235198	3/18/2024	100101 VERIZON WIRELESS-LA	9956872352 9957286496 9957594880		MDT MODEMS - PD UNITS 001-222-0000-4300 PD CELL PHONE PLANS 001-222-0000-4220 001-152-0000-4220 CITY YARD CELL PHONE PLANS 070-384-0000-4220 043-390-0000-4220 041-320-0000-4220 072-360-0000-4220	343.52 176.75 152.04 156.06 26.01 36.17
					Total :	916.56

Page: 18

vchlist  
03/13/2024 12:03:28PMVoucher List  
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235199	3/18/2024	888390 WEST COAST ARBORISTS, INC.	210996		ANNUAL CITY TREE TRIMMING SERVIC	
				13062	001-346-0000-4260	561.55
				13062	011-311-0000-4260	3,764.25
					Total :	4,325.80
235200	3/18/2024	890970 WEX BANK	95433989		FUEL FOR CITY FLEET	
					041-320-0152-4402	32.13
					041-320-0221-4402	594.81
					041-320-0222-4402	573.60
					041-320-0224-4402	1,681.05
					041-320-0225-4402	3,932.76
					041-320-0228-4402	623.35
					041-320-0311-4402	1,804.73
					041-320-0320-4402	198.44
					041-320-0370-4402	942.67
					041-320-0390-4402	2,475.17
					029-335-0000-4402	85.07
					070-381-0000-4402	84.77
					070-382-0000-4402	410.43
					070-383-0000-4402	622.88
					070-384-0000-4402	436.36
					072-360-0000-4402	202.53
					Total :	14,700.75
122 Vouchers for bank code :		bank3			Bank total :	1,196,023.79
122 Vouchers in this report					Total vouchers :	1,196,023.79

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 24-032

vchlist  
02/29/2024 12:53:07PM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235068	2/21/2024	893115 P.E.R.S. CITY RETIREMENT	100000017381756		EMPL CONTRIB VARIANCE-01/13-01/26	
					018-222-0000-4124	236.24
					018-224-0000-4124	177.18
					018-225-0000-4124	2,539.56
					Total :	2,952.98
1 Vouchers for bank code :		bank3				Bank total : 2,952.98
1 Vouchers in this report						Total vouchers : 2,952.98

Voucher Registers are not final until approved by Council.

Page: 1

## SPECIAL CHECKS

EXHIBIT "A"  
RES. NO. 24-032vchlist  
03/05/2024 11:31:35AMVoucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235070	3/5/2024	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - MAR 2024 001-1160	2,354.24
					<b>Total :</b>	<b>2,354.24</b>
235071	3/5/2024	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - MAR 2024 001-1160	195.30
					<b>Total :</b>	<b>195.30</b>
235072	3/5/2024	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - MAR 2024 001-1160	11,324.49
					<b>Total :</b>	<b>11,324.49</b>
235073	3/5/2024	102519 P.E.R.S.	DEMAND		HEALTH INS BENEFITS - MAR 2024 001-1160	194,499.63
					<b>Total :</b>	<b>194,499.63</b>
235074	3/5/2024	103054 SAN FERNANDO POLICE	DEMAND		SFPOA STD/LTD INS BENEFITS - MAR 2024 001-1160	2,240.00
					<b>Total :</b>	<b>2,240.00</b>
235075	3/5/2024	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - MAR 2024 001-1160	2,785.30
					<b>Total :</b>	<b>2,785.30</b>
<b>6 Vouchers for bank code :</b>		bank3			<b>Bank total :</b>	<b>213,398.96</b>
<b>6 Vouchers in this report</b>					<b>Total vouchers :</b>	<b>213,398.96</b>

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 24-032

vchlist  
03/06/2024 10:04:24AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235076	3/6/2024	894310 MLA GREEN INC	REPL CK231987		STL DTD CK-INV 19048 CONSTRUCTIO	
					010-311-0551-4600	6,295.00
					012-311-0551-4600	7,697.50
					Total :	13,992.50
1 Vouchers for bank code :		bank3			Bank total :	13,992.50
1 Vouchers in this report					Total vouchers :	13,992.50

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 24-032

vchlist  
03/07/2024 6:58:05PM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
235077	3/8/2024	103648 CITY OF SAN FERNANDO	SPP 3/8/24		REIMB FOR SPECIAL PAYROLL W/E 3/8 001-1003	7,528.20	
Total :						7,528.20	
1 Vouchers for bank code :		bank3			Bank total :	7,528.20	
1 Vouchers in this report						Total vouchers :	7,528.20

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"  
RES. NO. 24-032

vchlist  
03/12/2024 10:31:17AM

Voucher List  
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
235078	3/7/2024	893115 P.E.R.S. CITY RETIREMENT	100000017413268		EMPL CONTRIB VARIANCE-01/27-02/09	
					018-222-0000-4124	237.74
					018-224-0000-4124	178.31
			100000017413288		018-225-0000-4124	2,555.75
					EMPL CONTRIB VARIANCE-02/10-02/23	
					018-222-0000-4124	236.11
					018-224-0000-4124	177.08
					018-225-0000-4124	2,538.22
					Total :	5,923.21
					1 Vouchers for bank code : bank3	
1 Vouchers in this report					Total vouchers : 5,923.21	

Voucher Registers are not final until approved by Council.

Page: 1



RESOLUTION NO. 6212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and

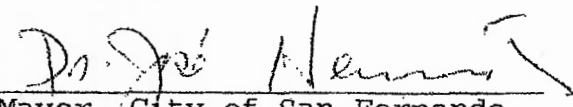
WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.


NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

AYES:	Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5
NOES:	None - 0
ABSENT	None - 0


  
Mayor, City of San Fernando

ATTEST:

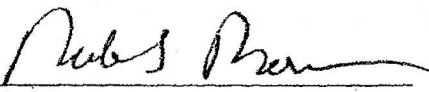
  
City Clerk

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

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



## MEMORANDUM

**To:** Erica D. Melton, Director of Finance/City Treasurer

**From:** Sandra Franco-Rivas, Accounting Technician

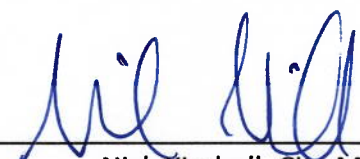
**Date:** March 5, 2024

**Subject:** Release of Warrants

Due to the adjournment of the Regular City Council meeting on March 4, 2024, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Director of Finance. Copy of resolution and warrant register is attached.

Approval is hereby provided:

Approved:   
Erica D. Melton, Director of Finance/City Treasurer

Approved:   
Nick Kimball, City Manager

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

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

**Date:** March 18, 2024

**Subject:** Consideration to Adopt a Resolution Authorizing the Destruction of Certain Obsolete Records in Accordance with the City's Records Retention Schedule for the Maintenance and Disposition of Records

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8291 (Attachment "A") authorizing the City Clerk and City Attorney to destroy obsolete records per the Destruction List Approval (Exhibit "A") and detailed in the Request for Destruction of Records (Exhibit "B") pursuant to the State of California, Government Code Section 34090 and the City's approved Records Retention Schedule for the Maintenance and Disposition of Records;
- b. Authorize the City Clerk to certify the Certificate of Destruction (Exhibit "C"); and
- c. Authorize the City Clerk to take all related actions to dispose of such records.

### BACKGROUND:

1. On November 5, 2001, the City Council adopted Resolution No. 6806 (Attachment "B") that approved the City's Records Retention Schedule for the Maintenance and Disposition of Record's Policy and Procedures (the "Policy"). The Policy is used to assign a retention timeframe for records in the custody of each City department and appropriately provides clear and concise direction to staff for the management of City records.
2. On April 17, 2023, the City Council adopted Resolution No. 8226 approving the disposition and destruction of 138 boxes of records that were no longer required to be retained.

**Consideration to Adopt a Resolution Authorizing the Destruction of Certain Obsolete Records in Accordance with the City's Records Retention Schedule for the Maintenance and Disposition of Records**

Page 2 of 3

---

**ANALYSIS:**

As a public agency, the City is required to actively, and appropriately manage its public records in accordance with Federal and State laws ensuring that the public and other interested parties have open, transparent and easily access City records, while allowing for reasonable destruction of records when necessary.

A records destruction policy, which the City Council adopted in 2001, serves to ensure compliance with legal and regulatory requirements regarding record retention while managing space efficiently and safeguarding sensitive information. By establishing guidelines for the secure disposal of obsolete records, the Policy reduces the risk of privacy breaches and unauthorized access, while also optimizing resource allocation by eliminating unnecessary storage costs. The Policy also promotes efficient access to relevant information by prioritizing the retention of essential records, enhancing overall organizational efficiency and effectiveness in information management.

The City's Policy authorizes the disposition of City records in accordance with the State of California Government Code Section 34090 by written consent and approval of the City Clerk and the City Attorney. Upon final approval of the City Council, the City Clerk may destroy any City record, document, instrument, book or paper, under their charge, without making a copy thereof, after the same is no longer required. The proposed Resolution does not authorize the destruction of permanent records set forth in Government Code Section 34090, which includes: (a) records affecting the title of real property or liens thereon; (b) court records on any subject where litigation is pending; (c) records required to be kept by statute; (d) the minutes, ordinances or resolutions of the legislative body.

Since adoption of the Policy, Departments have requested authorization to destroy certain records, generally facilitated through an annual obsolete records destruction event. The Policy has been successful in appropriately providing direction to staff for each departments management of City records, eliminating duplication of effort, and minimizing and reducing storage space and costs and creating space for the storage of new records. The City Clerk and Police Departments have identified certain records that qualify for destruction and are attached as Exhibit "B" to Attachment "A".

**BUDGET IMPACT:**

The cost to destroy these records is approximately \$4.50 per box and the funds are included in the Fiscal Year 2023-2024 Adopted Budget. The cost will be apportioned to each Department based on the number of boxes to be destroyed.



**Consideration to Adopt a Resolution Authorizing the Destruction of Certain Obsolete Records in Accordance with the City's Records Retention Schedule for the Maintenance and Disposition of Records**  
Page 3 of 3

---

**CONCLUSION:**

Staff requests City Council approval for the disposition and destruction of approximately 2 boxes of records that are old, obsolete and no longer necessary for the day-to-day administration of the City. Pursuant to California Government Code Section 34090 and the City's adopted Resolution No. 6806, these records are eligible for destruction and the removal of these boxes will assist in creating storage space for new records.

**ATTACHMENTS:**

- A. Resolution No. 8291, including:
  - Exhibit "A": Destruction List Approval
  - Exhibit "B": Request for Destruction of Records
  - Exhibit "C": Certificate of Destruction
- B. Resolution No. 6806

**RESOLUTION NO. 8291**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AUTHORIZING AND DIRECTING THE CITY CLERK TO  
DESTROY CERTAIN CITY RECORDS AND DOCUMENTS PURSUANT TO THE  
GOVERNMENT CODE OF THE STATE OF CALIFORNIA**

**WHEREAS**, Section 34090 of the Government Code of the State of California provides for the destruction of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney;

**WHEREAS**, the City Clerk and City Attorney have consented to the destruction of such documents and records Destruction List Approval (Exhibit "A"); and

**WHEREAS**, a list of City records and documents recommended for destruction has been prepared, attached hereto as Exhibit "B", Request for Destruction of Records; and in the opinion of the Department Head concerned, said City records and documents are no longer required.

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

**SECTION 1.** The City Clerk and City Attorney have requested authorization to destroy a detailed list of records (Exhibit "A"). The City Clerk is hereby authorized and directed to destroy those items listed in Exhibit "B" pursuant to procedures established in Resolution No. 6806 adopting the City's Retention Schedule for the Maintenance and Disposition of Records Policy and Procedures of the City of San Fernando. When the records are destroyed, the Certificate of Destruction (Exhibit "C") must be completed and original form must be filed with the City Clerk to be maintained as a permanent record attached to this Resolution.

**SECTION 2.** The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on this 18<sup>th</sup> day of March, 2024.

---

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. 8291 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 18<sup>th</sup> day of March, 2024, 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 March, 2024.

---

Julia Fritz, City Clerk

### DESTRUCTION LIST APPROVAL

Attached is a Request for Destruction of Records submitted by Julia Fritz, City Clerk, requesting authorization to destroy the records described in the detailed list which is included with the attached request.

Pursuant to San Fernando City Council Resolution No. 6806, the types of records listed in the City's current records retention schedule are authorized for disposition as outlined in that schedule upon the written consent of the City Clerk and the City Attorney and approval by the City Council. The review by the City Clerk and the City Attorney must include the determination that the records requested for destruction no longer have any administrative value, legal value, evidential value, fiscal value, or research and historical value. The resolution also provides that the destruction of any record shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature must be shredded, under the direct supervision of the City Clerk.

---


I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with the established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical value. I hereby consent to their destruction and to the department-proposed method of destruction unless otherwise noted below.

---

  
City Clerk

3-11-2024  
Date

I have reviewed the list of records described in the attached request for destruction and have found the listed records to be in compliance with established retention requirements. I have also determined that the subject records no longer have any administrative, legal, evidentiary, fiscal, or research and historical value. I hereby consent to their destruction.

  
City Attorney

3-12-24  
Date

## EXHIBIT "B"

## REQUEST FOR DESTRUCTION OF RECORDS

## DEPARTMENT: CITY CLERK

Listed below is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page number, record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and have been retained for the minimum period specified in Resolution No.6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Box No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	CC Meeting public comments	6	2018	2	
1	CC Meeting public comments	6	2019	2	
1	CC Meeting public comments	6	2020	2	
1	CC Meeting public comments	6	2021	2	
1	Public Records Request	6	2018	2	
1	Public Records Request	6	2019	2	
1	Subpoenas, Claims, Correspondence (Duplicates)	6	2016, 2017, 2018	2	
1	Campaign Finance Statements Public Display (Duplicates)	6	2015-2019	2	

  
Department Head Signature

City Clerk  
Department

3-11-2024  
Date

## EXHIBIT "B"

## REQUEST FOR DESTRUCTION OF RECORDS

## DEPARTMENT: POLICE DEPARTMENT

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is shredding.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum period specified in Resolution No. 6806. I further certify that the records listed no longer have any administrative, legal, evidentiary, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

Package No.	Record Series Title & Contents	Retention Schedule Page No.	Date(s) of Records	Retention Requirements	Destruction Date
1	Internal Affairs Report	24	2010-2014	832.5 PC	March 2024

  
\_\_\_\_\_  
Department Head Signature\_\_\_\_\_  
Police  
Department\_\_\_\_\_  
Date

3-12-2024

**CERTIFICATE OF DESTRUCTION**

I hereby certify that the destruction of the records described in the attached list was approved by the San Fernando City Clerk and City Attorney on \_\_\_\_\_, pursuant to the authority provided by San Fernando City Council Resolution No. 6806. The approved method of destruction for these records is shredding.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

I hereby certify that, pursuant to the forgoing authority, the records described in the attached list as requested by City Clerk Julia Fritz were destroyed on: \_\_\_\_\_. I further certify that the method of destruction used was shredding and that I, Julia Fritz supervised the destruction of said records.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

This certification must be completed and signed by the person supervising the destruction of records and the original form must be filed with the City Clerk to be maintained as a permanent record attached to the original Request for Destruction of Records and Destruction List Approval forms.

**CITY OF SAN FERNANDO  
CITY COUNCIL  
RESOLUTION NO. 6806**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA, ADOPTING A RETENTION  
SCHEDULE FOR THE MAINTENANCE AND DISPOSITION OF  
RECORDS.**

**The City Council of the City of San Fernando hereby finds and resolves:**

WHEREAS, the retention of numerous records is unnecessary after a certain period of time for the effective and efficient operation of the government of the City of San Fernando.

WHEREAS, the approval of guidelines for the ongoing disposition of obsolete City records will assist the City in the effective management of records, as well as provide for the efficient review of records proposed for disposal.

WHEREAS, Section 34090, et seq. of the Government Code of the State of California provides the parameters whereby any City record which has served its purpose and is no longer required may be destroyed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Fernando as follows:

Section 1. The attached Records Retention Schedule, which is attached hereto as Appendix I and incorporated herein by this reference, is hereby approved.

Section 2. The types of records identified in the Records Retention Schedule, generated or received by the City are hereby authorized for disposition as outlined in that schedule in accordance with Section 34090, et seq. of the Government Code of the State of California, upon the written consent of the City Clerk and the City Attorney, and with the approval of the City Council of the City.

Section 3. Upon such written consent and approval, the City Clerk may destroy any City record, document, instrument, book or paper, under his or her charge, without making a copy thereof, after the same is no longer required. This resolution does not authorize the destruction of permanent records set forth in Government Code Section 34090, which include: (a) records affecting the title of real property or liens thereon; (b) court records on any subject where litigation is pending; (c) records required to be kept by statute; (d) records less than two years old; (e) the minutes, ordinances or resolutions of the legislative body or of a City Board or Commission. The review by the City Clerk and the City Attorney shall include the determination that the subject records no longer have any administrative value, legal value, evidential value, fiscal value or research and historical value.



Section 4. The destruction of any record as provided for herein shall be by disposal, recycling, shredding or other effective method of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature shall be shredded, under the direct supervision of the City Clerk.

Section 5. The term “record” or “records,” as defined in Government Code Section 14741 and as used herein, shall mean all papers, maps, exhibits, magnetic or paper tapes, photographic films and prints, punched cards, and other documents produced, received, owned or used by the City, regardless of physical form or characteristics; that the term “public records,” as defined in Government Code Section 6252 and used herein, shall include any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by the City regardless of physical form or characteristics; and that the term “writing,” as defined in Government Code Section 6252 and as used herein, shall mean handwriting, typewriting, printing, photostating, photographing and every other means of recording upon any form of communication or representation, including letters, words, pictures, sounds, or symbol, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, discs, drums and other documents.

Section 6. Any records not specified in the Records Retention Schedule shall not be destroyed without the express approval of the City Attorney and a resolution acted upon by the City Council.

Section 7. On each occasion that a Department Head requests the destruction of records, such request shall be made on a “Request for Destruction of Records” form (see attached sample identified as Exhibit “A”). This form shall include the finding that all of the records are more than two years old and/or have been retained for the minimum retention period as specified in this resolution. This form shall include the determination that the records no longer have any administrative, legal, evidential, fiscal or research and historical value. This form shall also indicate that it includes or has attached to it a detailed list of all of the records with a description sufficient for identification, including the year of the record, the category from the Records Retention Schedule, and a specific description of the record. The City Clerk and the City Attorney shall authorize the destruction of records on a “Destruction List Approval” form (see attached sample identified as Exhibit “B”). This form shall include the determination that the records no longer have any administrative, legal, evidential, fiscal, research or historical value. This form shall also indicate that attached to it is the “Request for Destruction of Records” form and a detailed list of records submitted by the Department Head. A “Certificate of Destruction” form (see attached sample form identified as Exhibit “C”) shall be completed when the records have been destroyed. This form shall stipulate the date of the destruction, the destruction method used and who supervised the destruction. If the Department Head designates the records for microfilming, a “Request for Microfilming” form should be submitted to the City Clerk for processing (see attached sample form identified as Exhibit “D”). All four forms shall be maintained as permanent City records in the City Clerk’s office. While the attached sample forms may be changed periodically and may even be consolidated, each of them shall retain the titles shown and shall contain the required information specified in this section.

Section 8. Pursuant to Section 34090.7 of the Government Code of the State of California, notwithstanding the provisions of Section 34090, the City Council may prescribe a procedure under which duplicates of City records less than two years old may be destroyed if they are no longer required.

Section 9. The City Council hereby authorizes destruction of duplicate records, utilizing Exhibit "E," attached hereto, with the approval of the Department Head, the City Clerk and the City Attorney.

Section 10. The Records Retention Schedule shall be reviewed on an annual basis by the City Clerk. The review process shall include a legal analysis with regard to any changes in the various statutes. Following a thorough review, the City Clerk shall present the entire Records Retention Schedule with any recommended changes to the City Council for approval.

Section 11. Pursuant to Government Code Section 6200 relating to offenses by an official custodian, every officer having the custody of any record, map or book, or of any paper or proceeding of any court, filed or deposited in any public office, or placed in his or her hands for any purpose, is punishable by imprisonment in the state prison for two, three or four years if, as to the whole or any part of the record, map, book, paper or proceeding, the officer willfully does or permits any other person to do any of the following: (a) steal, remove or secrete; (b) destroy, mutilate or deface; or (c) alter or falsify. Pursuant to Section 6201, relating to offenses by persons other than custodial officers, every person not an officer referred to in Section 6200, who is guilty of any of the acts specified in that section, is punishable by imprisonment in the state prison, or in a county jail not exceeding one year, or by a fine not exceeding one thousand dollars (\$1,000), or by both such fine and imprisonment.

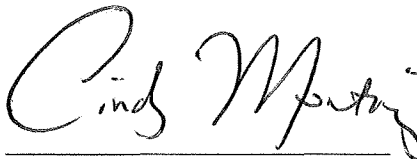
Section 12. Resolution No. 6156 is hereby rescinded.

Section 13. This resolution shall be in full force and effect immediately upon its passage and adoption thereof.

PASSED, APPROVED and ADOPTED this 5<sup>th</sup> day of Nov., 2001.

ATTEST:

  
CITY CLERK

  
MAYOR


APPROVED AS TO FORM:

  
CITY ATTORNEY

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

I, Wilma Miller, City Clerk of the City of San Fernando, do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of San Fernando held on the 5<sup>th</sup> day of October, 2001, and was carried by the following roll call vote:

AYES:           Montanez, Hernandez, De La Torre, Di Tomaso, Ramos - 5  
NOES:           None - 0  
ABSENT:        None - 0

  
\_\_\_\_\_  
City Clerk

## SAMPLE FORM - EXHIBIT A

### REQUEST FOR DESTRUCTION OF RECORDS

Listed below and/or attached is a detailed list of records for which I am requesting destruction. The list includes a description of each record sufficient for identification, including the retention schedule page no., record series title and contents, record dates, retention requirements and destruction date. Unless otherwise directed, the method of destruction proposed is \_\_\_\_\_.

I hereby certify that the records listed below and/or attached are more than two years old and/or have been retained for the minimum retention period specified in Resolution No. \_\_\_\_\_. I further certify that the records listed no longer have any administrative, legal, evidential, fiscal or research and historic value and do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the City Council or any City board or committee, and are no longer required by the City. I request authority to destroy same pursuant to Section 34090 of the California Government Code.

<u>Box No.</u>	<u>Record Series Title &amp; Contents</u>	<u>Retention Schedule Page No.</u>	<u>Date(s) of Records</u>	<u>Retention Requirements</u>	<u>Destruction Date</u>
1	Fin. - Correspondence	1	1991-1992 (FOR EXAMPLE)	3 years	1995

\_\_\_\_\_  
 Department Head Signature                      Department                      Date

**SAMPLE FORM - EXHIBIT "B"**

**DESTRUCTION LIST APPROVAL**

Attached is a Request for Destruction of Records submitted by \_\_\_\_\_  
(Department Head) of the \_\_\_\_\_ Department, dated \_\_\_\_\_  
requesting authorization to destroy the records described in the detailed list which is included with  
the (attached) request.

Pursuant to San Fernando City Council Resolution No. 01-\_\_\_\_\_, the types of records listed in  
the City's current records retention schedule are authorized for disposition as outlined in that  
schedule upon the written consent of the City Clerk and the City Attorney and approval by the  
City Council. The review by the City Clerk and the City Attorney must include the determination  
that the records requested for destruction no longer have any administrative value, legal value,  
evidential value, fiscal value, or research and historical value. The resolution also provides that  
the destruction of any record shall be by disposal, recycling, shredding or other effective method  
of destruction, as approved by the City Clerk. All records of a sensitive or confidential nature  
must be shredded, under the direct supervision of the City Clerk.

-----  
--

I have reviewed the list of records described in the attached request for destruction and have  
found the listed records to be in compliance with the established retention requirements. I have  
also determined that the subject records no longer have any administrative, legal, evidential, fiscal,  
or research and historical value. I hereby consent to their destruction and to the department-  
proposed method of destruction unless otherwise noted below.

-----

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

I have reviewed the list of records described in the attached request for destruction and have  
found the listed records to be in compliance with the established retention requirements. I have  
also determined that the subject records no longer have any administrative, legal, evidential, fiscal,  
or research and historical value. I hereby consent to their destruction.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**SAMPLE FORM - EXHIBIT "C"**

**CERTIFICATE OF DESTRUCTION**

I hereby certify that the destruction of the records described in the attached list was approved by the San Fernando City Clerk on (date) \_\_\_\_\_ and by the City Attorney on (date) \_\_\_\_\_ pursuant to the authority provided by San Fernando City Council Resolution No. 01-\_\_\_\_. The approved method of destruction for these records is \_\_\_\_\_.

\_\_\_\_\_  
City Clerk Date

I hereby certify that, pursuant to the foregoing authority, the records described in the attached list as requested by the \_\_\_\_\_ Department were destroyed on (date) \_\_\_\_\_.

I further certify that the method of destruction used was \_\_\_\_\_ and that I, \_\_\_\_\_, as the Department Head or his/her designee, supervised the destruction of said records.

\_\_\_\_\_  
Signature Title Date

This certification must be completed and signed by the person supervising the destruction of records and the original form must be filed with the City Clerk to be maintained as a permanent record attached to the original Request for Destruction of Records and Destruction List Approval forms.

EXHIBIT "D"

ORIGINAL - TO CITY CLERK  
COPY FOR FILE

DEPARTMENT \_\_\_\_\_

REQUEST FOR MICROFILMING

1. PAGE NO. ON RETENTION SCHEDULE	2. NAME OR TYPE OF FILE OR ITEM	3. APPROXIMATE QUANTITY	4. SIZE OF ITEMS TO BE FILMED	5. FORMAT R O L L      F I C H E		6. DISPOSITION OF FILES RETURN      DESTROY	

ORIGINAL FILM WILL BE RETAINED BY CITY CLERK'S OFFICE FOR  
ARCHIVAL STORAGE. ONE COPY WILL BE MADE FOR DEPARTMENT'S  
USE. IF MORE THAN ONE COPY IS NEEDED, NOTE HERE \_\_\_\_\_

RECORD COORDINATOR \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD \_\_\_\_\_

CITY CLERK'S OFFICE

RECEIVED \_\_\_\_\_

FILMING COMPLETED \_\_\_\_\_

ROLL NUMBERS \_\_\_\_\_

FORM D

**SAMPLE FORM - EXHIBIT "E"**

**DESTRUCTION LIST FOR DUPLICATES  
AND OTHER DOCUMENTS NOT REQUIRING  
CITY COUNCIL RESOLUTION OR APPROVAL**

<b><u>Type of Item or Name of File or File Series</u></b>	<b><u>Inclusive Dates or Date of Last Item</u></b>
---	--

<b>APPROVED:</b> _____ <b>Department Head</b>	<b>Date</b> _____
_____ <b>City Clerk</b>	_____ <b>Date</b>
_____ <b>City Attorney</b>	_____ <b>Date</b>



## CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	Agreements, Contracts & Leases	CL	2	Yes	P	Microfilm or permanent . (Duplicate copies of contract documents are in project files and bid files.) (CCP 337.15)
	Contract Documents					
	Performance Bonds/					
	Contract Bonds					
	Certificates of Insurance					
	Correspondence					
	Annexation Files	P	-	Yes	P	Microfilm or permanent . (GC34090)
	Secretary of State					
	Acceptance Certificate					
	Council Approval					
	Other Documentation					
	Appointments List	5	-	No	5	(GC34090)
	Assessment District Files	C	3	No	C+3	Duplicate series, official is in Finance. (GC34090)
	Bid Files - Successful Bidder	A+2	8	No	A+10	(Bid file may include duplicate copy of performance bond and certificate of insurance.) (GC34090; CCP 337.15)
	Request for Proposal					
CC	Invitation to Bid					
	Notice Inviting Bids					
	Proof of Publication					
	List of Bidders					
	Proposal / Bid					
	Letter Awarding Bid					
	Bid Files – Unsuccessful Bidders	2	3	No	5	(GC34090)
	Request for Proposal					
	Invitation to Bid					
	List of Bidders					
CC	Proposal / Bid					
	Letter of Notification					
	Bond Files	E+2	-	No	E+2	Duplicate series, official is in Finance. (GC34090)
	Budget Files (City)	2	-	No	2	Duplicate series, official is in Finance. (GC34090)
	City History Files	P	-	Yes	P	Microfilm or permanent (GC34090)
	News clippings					
	Photographs					

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Proclamations					
	City Newsletters					
	City Incorporation Documents	P	-	Yes	P	Permanent (GC34090)
	Civil Service Commission	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Agendas – Sworn Originals					
	Civil Service Commission	P	-	Yes	P	Microfilm or permanent (GC34090)
	Minutes & Resolutions					
	Claims	2	-	No	2	Duplicate series, official is in Risk Management. (GC34090)
	Correspondence	2	-	No	2	(GC34090)
	Council Agendas - Sworn	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Originals					
	Council Meetings Notices	3	4	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Special Meetings					
	Adjourned Meetings					
	Council Minutes	P	-	Yes	P	Permanent (GC34090)
	Council Minutes, Resolutions & Ordinances Index	S	-	No	S	
	Council Ordinances	P	-	Yes	P	Permanent (GC34090)
	Council Resolutions	P	-	Yes	P	Permanent (GC34090)
	Deeds Index	S	-	No	S	Deeds are in Real Property files.
	Deeds Transaction Files	CL	2	Yes	P	Microfilm or permanent (GC34090a)
	Correspondence					
	Transmittals					
	Bills of Sale					
	Election Candidate Materials -	T	7	Yes	P	Microfilm or permanent (GC34090; GC81009)
	Candidates Elected					
	Candidate Statement					
	Nomination Papers & Petitions					
	Campaign Statement (FPPC 400 Series)					
	Statement of Economic Interest (FPPC Form 721)					
	Oath of Office					
CC	Election Candidate Materials -	2	5	No	7	(GC34090; GC81009)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Candidates Not Elected Candidate Statement Nomination Papers Campaign Statement (FPPC 400 Series) Statement of Economic Interest (FPPC Form 721)					
	Election Files Legal Notices Proof of Publication Certified List of Candidates	CL+1	4	No	CL+5	(GC81009)
	Election Materials - Roster of Voters (Special Elections)	CL+1	4	No	CL+5	For consolidated elections, Los Angeles County Registrar is the Office of Record for this series. (EC17300)
	Election Materials - Special Elections Ballots Envelope #4 (Tally Sheets, Copies of Index, Challenge List, Assisted Voters List) Inspectors Receipts for Ballots Precinct Officers Appointment Forms Absentee Applications Absentee I.D. Envelopes Code of Fair Campaign Practices	6 months	-	-	6 months	For consolidated elections, Los Angeles County Registrar is the Office of Record for this series. (California Constitution Art. XIII)
	Election Petitions Initiatives Referendums Charter Amendments Recalls	8 months	-	-	8 months	(EC17200)
	Election - Precinct Maps	5	-	No	5	(GC34090)
	Environmental Impact Reports & Studies	25	P	Yes	P	Microfilm or permanent (GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	Equipment Ownership Records	T+2	-	No	T+2	(GC34090)
	Pink Slips					
	Manuals					
	Fidelity Bonds - Designated	E+1	4	No	E+5	(GC34090)
	City Employees					
	Fidelity Bond - City					
	Treasurer					
	Fidelity Bond - City Clerk					
	Franchise Files	CL	2	Yes	P	Microfilm or permanent (GC34090)
	Agreements					
	Correspondence					
	Reports					
	General Plan & Amendments	5	2	No	7	Duplicate Series. Official is in Planning. (GC34090)
	General Plan					
	General Plan Elements					
	Housing Authority Agendas -	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Sworn Originals					
	Housing Authority Minutes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Housing Authority Resolutions	P	-	Yes	P	Microfilm or permanent (GC34090)
	Insurance Policies & Certificates	P	-	Yes	P	Microfilm or permanent Excludes Certificate of Insurance for contractors working for the city. (See Agreements, Contracts & Leases.) Excludes Certificates of Insurance for permit-holders (kept by Building Dept.). (GC34090)
	City-owned policies					(GC34090)
	Manuals, Policies, Procedures & Bulletins	S+5	-	No	S+5	
	Municipal Code & Amendments	P	-	Yes	P	Microfilm or permanent (GC34090)
	Parking Authority Agendas -	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Sworn Originals					
	Parking Authority Minutes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Parking Authority Resolutions	P	-	Yes	P	Microfilm or permanent (GC34090)
	Planning Commission	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Agendas – Sworn Originals					
	Planning Commission Minutes & Resolutions	5	-	No	5	Duplicate series, originals are in Planning. (GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	Project Files	CL+1	4	No	CL+5	(GC34090)
	Public Hearings Files	CL+1	6	No	CL+7	(GC34090)
	Notice					
	Proof of Publication					
	Transmittal Letter from Department					
	Returned Certified Mail					
	Purchasing Records	2	-	No	2	Duplicate series, official is in Finance. (GC34090)
	Purchase Orders					
	Request for Payment					
	Requisitions					
	Real Property Files	P	-	Yes	P	Microfilm or permanent (GC34090)
	Deeds					
	Easements					
	Liens					
	Condemnations					
	Title Insurance Records					
	Records Management Documents	P	-	Yes	P	Microfilm or permanent (GC34090)
	Retention Schedules					
	Destroyed Records Lists					
	Stored Records Lists					
	Redevelopment Agency Agendas - Sworn Originals	2	5	No	7	Note: Must pass review by City Attorney before final disposition occurs. (GC34090)
	Redevelopment Agency Minutes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Redevelopment Agency Resolutions	P	-	Yes	P	Microfilm or permanent (GC34090)
	Software & Documentation	S	-	No	S	(Note: Nonrecord)
	Statement of Economic Interest - Designated City Employees, Officeholders & Appointees	5	P	Yes	P	Microfilm or permanent (GC81009)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description ADMINISTRATION/CITY CLERK	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
CC	FPPC Form 730 - City Employees					
	FPPC Form 721 - Officeholders & Appointees					
	Studies & Reports	2	-	No	2	(GC34090)
	Subject & Correspondence Files	2	-	No	2	(GC34090)
	Uniform Codes	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building Code					
	Mechanical Code					
	National Electrical Code					
	Plumbing Code					

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description <b>COMMUNITY DEVELOPMENT</b>	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	<b>Block Grants</b>					
Plan	Grants - CDBG Program Administration Files	C	4	No	C+4	7 CFR 3016.42
	Grants - CDBG Project Administration Files	C	4	No	C+4	7 CFR 3016.42
	Grants - Grant Administration & Implementation Files	C	4	No	C+4	7 CFR 3016.42
	<b>Building &amp; Safety</b>					
B & S	Building & Safety - Address Files	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building & Safety - Building Numbering Maps	P	-	Yes	P	Microfilm or permanent (GC34090)
	Building & Safety - Counter Manual: Fee Schedules	S	-	No	S	(GC34090)
	Procedures & Instructions					
	Building & Safety - Disaster Response Program Files	S	2	No	S+2	(GC34090)
	Disaster Response Plan					
	Resources/Contacts Lists					
	Building & Safety - Earthquake Records - Inspections/Address Log	C	5	No	C + 5	(GC 34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
B & S	Building & Safety - Plan Review Files: Building Permits Plumbing Permits Electrical Permits Heating/Ventilation/A.C. Permits Sign permits Inspections Record Sheets Drawings Certificates of Occupancy Substandard Housing Abatement Correspondence & Backup Data	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Building & Safety - Plans & Drawings (Commercial Structures)	T	-	-	T	(H&S 19850)
	Building & Safety - Plans & Drawings (Residential)	T	-	-	T	(H&S 19850)
	Building & Safety - Sewer Maps & Indexes	P	-	Yes	P	(GC 34090)
	Disaster Incidents Files: Damage Reports/Assessments & Supporting Data	A	5	No	A+5	Note: This record is for files documentary disaster incidents damages and claims for reimbursement from agencies such as FEMA an DES (GC 34090)
	Engineering - Grading Bonds & Releases	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Engineering – Grading Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I



Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	<b>Code Enforcement</b>					
B & S	Code Enforcement – Case Files	C	3		C+3	(PC 801)
	<b>Planning</b>					
Plan	Administrative Permits, e.g., Modifications, Outdoor dining	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Appeals:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Decisions					
	Directors Decisions					
	Business Registration	E	4	No	E+4	(B&P 17927)
	Case Logs (Project Logs)	P	-	Yes	P	Microfilm or permanent (GC 34090)
	CEQA Legal Notices:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Notices of Exemption					
	Notices of Completion					
	Notices of Preparation					
	Notices of Determination					
	Development Review:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Agendas					
	Declaration of Postings					
	Minutes					
	Correspondence					
	Economic Development	P	-	Yes	P	Microfilm or permanent (GC 34090)
	General Plan Records:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Environmental documents					
	Correspondence & Supporting Data					
	Land Divisions	P	-	Yes	P	Microfilm or permanent (GC 34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description COMMUNITY DEVELOPMENT	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Plan	Lot Line Adjustments	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Minor Development Permits:	C	5	No	C+5	(GC 34090)
	Parcel Maps	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Agendas:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Original Agendas;					
	Declarations of Posting					
	Planning Commission Meetings - Audio Tapes	1	-	No	1	(GC 34090.7)
	Planning Commission Minutes	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning Commission Notices	5	-	No	5	(GC 34090)
	Planning Commission Packets	5	-	No	5	(GC 34090)
	Planning Commission Reference Collection:	4	-	No	4	(GC 34090)
	Reports & Studies from Outside Sources;					
	Planning Texts (Guides, Procedures, Reference);					
	Planning Publications/ Periodicals;					
	Legislation					
	Planning Commission Resolutions	P	-	Yes	P	Microfilm or permanent (GC 34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description <b>COMMUNITY DEVELOPMENT</b>	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Plan	Planning - Project Files (Unclassified Use Permits): Environmental Documents Correspondence Applications & Supporting Data	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Planning - Public Information Materials (Front Counter): Zoning Standards Applications & Checklists Procedures & Guidelines Consultants Lists Fees Schedules Maps, Plans & Drawings (Public Viewing Copies)	AR	2	No	AR + 2	(GC 34090.7)
	Sign Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Site Plan Review	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Specific Projects	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Temporary Use Permits	C	3	No	C+3	(GC 34090)
	Tract Maps	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Unclassified Use Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Variances	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Zoning Changes/General Plan Amendments	P	-	Yes	P	Microfilm or permanent (GC 34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Accounting/Administrative					
Fin	Annual Reports	2	P	Yes	P	Microfilm or Permanent, includes State Controller, Street Annual Gas Tax (GC34090)
	Audit Proposals - Successful with Related Documents	C	P	Yes	P	Microfilm or permanent; file successful bids with contract in City Clerk's office (CCP 337)
	Audit Proposals - Unsuccessful/Rejected with Related Documents	2	-	No	3	(GC34090)
	Annual Audit Reports	2	P	Yes	P	Microfilm or permanent (GC34090)
	Audit Reports, Grants	2	P	Yes	P	Microfilm or permanent (GC34090)
	Cash Statements	2	5	No	7	(GC34090)
	Chart of Accounts	2	P	Yes	P	Microfilm or permanent (GC34090)
Treas	Check Registers	2	3	No	5	(GC34090, CCP 337)
Fin	Correspondence	2	1	No	3	(GC34090)
	Fiscal Analysis	2	5	No	7	(GC34090)
	Fixed Assets Inventories	5	-	No	5	(GC34090)
	Fund Advances	2	5	No	7	(GC34090)
	Fund Transfers	2	5	No	7	(GC34090)
	General Ledgers, Trial Bal, Rev and Exp	2	8	No	A+10	(GC34090; CCP 337)
	Grant Audit Reports	2	P	Yes	P	Microfilm or permanent (GC34090)
	Grant Financial Records	2	5	No	CL+7	(GC34090; 7CFR 3016.42)
	Grants, Successful, w/Related Documents	2	5	No	CL+7	(GC34090; CFR 3016.42)
	Grants, Unsuccessful	2	1	No	3	(GC34090)
	Journal Entries/Vouchers	3	7	No	A+10	(GC34090; CCP 337)
	Petty Cash Vouchers	2	5	No	7	(GC34090)
	Policies & Procedures, Finance Dept.	S	-	Yes	S+10	(GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Fin	Refundable Deposits	2	5	No	7	(GC34090)
	Regulations & Policy, City	C	2	No	C+2	(GC34090)
	Reports & Studies (Special City)	C	P	Yes	P	Microfilm or permanent for research/historic value (GC34090)
	Reports, Accounting	2	5	No	A+7	(GC34090)
Treas	Reports, Treasurer's	2	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Warrant Registers, A/P	P	-	Yes	P	Microfilm or permanent (GC34090)
Fin	Worksheets & Back-up data	2	-	No	2	(GC34090)
	<b>Accounts Payable &amp; Purchasing</b>					
Fin	1099 Forms	2	3	No	5	(GC34090)
	Accounts Payable	A+2	3	No	A+5	(GC34090)
	Bid Notices/Affidavits of Publication	C	P	Yes	P	Microfilm or permanent (GC34090)
	Bids for Equipment/ Supplies Cancelled	2	1	No	3	(GC34090)
	Successful with Related Documents	A	5	No	A+5	(File successful bids with contracts in City Clerk's office (GC34090; CCP 337)
	Unsuccessful/Rejected with Related Documents	2	1	No	3	(GC34090)
	Bids for Services					
	Equipment Disposition; Auction Lists, Reports, Bills of Sale	A	4	No	A +4	Audit +4 years after disposition of equipment (GC34090)
	Equipment Purchase Agreements	C		No	C+10	Current + 10 years after disposition of equipment (original contract with City Clerk) (GC34090; CCP 337.15)
	Purchase Requisitions	A+2	3	No	A+5	If grant-related, 3 years after disposal or per specific grant requirements; may wish to keep equipment P.O.'s until disposal of equipment (GC34090; CCP 337)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	<b>Assessment District Financial Records</b>					
Fin	Assessment District – Financial Records (Assessed Valuations Correspondence)	C	P	Yes	P	Microfilm or permanent (GC34090)
	Assessment Proceedings	C	3	No	C + 3	(GC34090)
	Financing Programs – Reference	C	3	No	C + 3	(GC34090)
	<b>Banking</b>					
Fin	Agreements, Banking (Copy)	T	3	No	T+3	(GC34090)
Treas	Armored Transport Receipts	2	-	No	2	(GC34090)
	Checks & Credit Card Slips, Returned	2	3	No	5	(GC34090)
	Checks, Cancelled, General	2	3	No	5	Includes Payroll & Housing (GC34090)
	Checks, Stale-Dated, Checks Unused	2	1	No	3	(GC34090)
Fin	Debit/Credit Memos	2	3	No	5	(GC34090)
	Deposit Corrections	2	3	No	5	(GC34090)
Treas	Deposit Slips/Receipts	2	3	No	5	(GC34090)
Fin	Reports, Banking	2	3	No	5	(GC34090)
Treas	Signature Authorization Cards, Faxes	A	5	No	A+5	(GC34090)
Fin	Statements & Reconciliations	2	3	No	5	(GC34090; 26 CFR 31.6001-1)
	Stop Payments	2	3	No	5	(GC34090; 26 CFR 31.6001-1)
	Warrants (Paid) (A/P)	A+2	3	No	A+5	(GC34090)
	Wire Transfers	2	3	No	5	(GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	<b>Bond Issues/Debt Service</b>					
Fin	Bond Authorization & Related Public Hearing Records, Investor Lists, Prospectus, Accepted Proposals, Certificates, Notices, Correspondence	CL	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Bond Bids/Proposals, Rejected	2	1	No	3	(GC34090)
	Bond Registers	C	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5)
	Bonds & Coupons, Paid/Canceled (Revenue Bonds)	CL	3	No	CL +3	(GC34090; GC53921)
	<b>Budgeting</b>					
Fin	Budget, Annual City	2	P	Yes	P	Microfilm or permanent (GC34090)
	Budget, Capital Improvements	2	-	Yes	P	Microfilm or permanent (GC34090)
	Budget, Departmental	2	1	No	3	(GC34090)
	Budget Manual & Calendar	2	1	No	3	(GC34090)
	Budget Requests, Departmental	2	1	No	3	(GC34090)
	Budget Requests, External	2	1	No	3	(GC34090)
	Budget, Revenue Sharing	2	P	Yes	P	Microfilm or permanent (GC34090)
	Revenue Estimates	2	3	No	5	(GC34090)
	<b>Funding/Grants</b>					
Fin	HIDTA	CL	7	No	CL+7	(GC34090)
	OCJP	CL	7	No	CL+7	(GC34090)
	Prop A	CL	7	No	CL+7	(GC34090)
	Prop C	CL	7	No	CL+7	(GC34090)
	State Gas Tax	CL	7	No	CL+7	(GC34090)
	<b>Investments</b>					
Fin	Certificates of Deposit	2	3	No	5	(GC34090)
	Investment Portfolio; Statements & Related documents	C	P	Yes	P	Microfilm or permanent (GC34090; CCP 337.5; GC53607)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

#### APPENDIX I



Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	<b>Payroll</b>					
Fin	Deductions/Authorizations	T	4	No	T +4	Including leave slip, W-2 forms (GC34090; 29 CFR 516.2)
	Employee Salary Verifications	3	-	No	3	(GC34090)
	Individual Employee Payroll	T	P	Yes	P	Microfilm or permanent (GC34090)
	Payroll Master	S	P	Yes	P	Microfilm or permanent (GC34090)
	Payroll Registers	T	P	Yes	P	Microfilm or permanent (GC34090, GC37207)
	Payroll Reports	T	4	No	T +4	(26 CFR 31.6001-1)
	Retirement Reports (PERS, PARS)	T	P	Yes	P	Microfilm or permanent (GC34090)
	Tax Records	2	4	No	6	(29 USC 436)
	Time Cards/Sheets	1	4	No	5	(29 CFR 516.2-516.6)
	Travel/Mileage Expenses	2	3	No	5	(GC34090)
	Vacation/Sick Leave Reports	T	4	No	T+4	(29 CFR 516.2-516.6)
	W-2 Forms/Reports	2	4	No	6	(29 CFR 516.2-516.6)
	<b>Pension &amp; Retirement Funds Report</b>					
Fin	Deferred Compensation Reports	C	P	Yes	P	Microfilm or permanent (GC34090)
	Retirement Plan Agreements (including PERS, PARS), Amendments, Related Records	C	P	Yes	P	Microfilm or permanent; file original contracts with City Clerk (GC34090)
	Retirement Plan Reports	C	P	Yes	P	Microfilm or permanent (GC34090)
	<b>Revenues &amp; Taxation</b>					
Treas	Accounts Receivable	2	3	No	A +5	(GC34090)
Fin	Alarm Permits	T	3	No	T+3	(GC34090)
BL	Business License Applications	T	4	No	T+4	(GC34090; CCP 337)
	Business License - Revocations	T	4	No	T+4	(GC34090; CCP 337)
	Business Licenses/Renewals	T	4	No	T+4	(GC34090; CCP 337)
Fin	Census Records	P	-	Yes	P	Microfilm or permanent (GC34090)
	Excise Tax	2	3	No	5	(GC34090)
	False Alarms	C	3	No	C+3	Retain in department while current (GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I



Office of Record	Records Description FINANCE/TREASURER	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Fin	Fee Schedules	S	P	Yes	P	Microfilm or permanent (City Clerk should append to Resolution of adoption) (GC34090)
	Fee Studies	C	P	Yes	P	Microfilm or permanent (GC34090)
	Fee Waiver Requests	T	3	No	T+3	(GC34090)
	Funding Applications (Includes State & Local Sources)	2	3	No	A +5	(GC34090)
Treas	Property Tax	2	3	No	5	(GC34090)
Fin	Revenue Receipts/Reports	2	3	No	A+5	(GC34090)
	Sales and Use Tax	2	3	No	5	(GC34090)
Treas	T.O.T.	2	3	No	5	(GC34090)
	Treasurer Bank Statements	A+2	-	No	A+2	(FC3368, FC30210; GC43900, et seq.)
	U.U.T.	2	3	No	5	(GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

# CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

Office of Record	Records Description LEGAL	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Legal	Amicus Curiae and Misc	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Appeals, Civil	C+1	3	No	C+4	(CCP 583.320(a)(3); GC34090)
	Bankruptcy	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Case Log and/or Index	P	-	Yes	P	Microfilm or permanent (GC34090)
	Correspondence	2	-	No	2	(GC34090)
	Litigation – Anti-Trust	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Case Listing	P	-	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Civil – Non Tort	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Civil Tort	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – Criminal	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Litigation – General	C+1	3	No	C+4	(GC34090)
	Litigation – High Profile	P	-	Yes	P	Microfilm or permanent (GC34090)
	Prosecutions	C+1	P	Yes	P	Microfilm or permanent (GC34090)
	Subpoenas	C+1	3	No	C+4	(GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

# CITY OF SAN FERNANDO - RECORDS RETENTION SCHEDULE

Office of Record	Records Description PERSONNEL	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pers	Employee Benefits Administration Records: Plan Documents; Enrollment Forms; Correspondence and Backup Data	P	-	Yes	P	Microfilm or permanent (29 USC 1113)
	Employee Rights (Non-Sworn Employees): Arbitration, Grievances, Union Requests, Complaints, Disciplinary Actions	T	2	No	T+2	(GC12946, 29 USC 211, 203, 207)
	Hourly Employees	T	6		T+6	(GC 12946; 29 CFR 1627.3)
	Negotiation	P	-	Yes	P	Microfilm or permanent (29 USC 211, 203, 207)
	PERS, Social Security, SSI	P	-	Yes	P	Microfilm or permanent (29 CFR 1627.3; GC12946, GC34090)
	Personnel – Employee Handbook	P	-	Yes	P	Microfilm or permanent (GC34090)
	Personnel – Employee Incentive Award Program Files: Suggestion Forms; Correspondence and Backup Data	2	-	No	2	(GC34090)
	Personnel Files: Former Employees Receiving Retirement and DOC Benefits	P	-	Yes	P	Microfilm or permanent (GC34090)
	Personnel Files: (Safety and Non-Safety) Resumes; Applications; Personnel Action Forms; Performance Evaluations; Correspondence; Direct Deposit Authorizations	T	6	No	T+6	(29 USC 1113, GC12946)
	Recruitment Files: Job Position Announcements; Applicant Responses & Resumes; Correspondence and Backup	C	3	No	C+3	(29 CFR 1627.3)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description <b>PERSONNEL</b>	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pers	Resumes (Unsolicited)	2	-	No	2	(GC34090)
	Rules & Regulations	P	-	Yes	P	Microfilm or permanent (GC34090)
	<b>Risk Management</b>					
Pers	Accident Reports/Incident Reports	5	-	No	5	(GC34090)
	Claim Files (against the City or City Personnel); Claim Letters, Forms, Correspondence, Court Transcripts, Backup Data	C	5	No	C+5	(GC34090, PC832.5)
	Claims Loss Runs (Fiscal Year End)	5	-	No	5	(GC34090, PC832.5)
	Claims Loss Runs ( Monthly)	2	-	No	2	(GC34090)
	SCJPIA Certificates of Liability: Certificates and Backup Data	P	-	Yes	P	Microfilm or permanent (GC34090)
	Workers' Compensation Insurance Administration Records: Loss Analyses; Statements; Correspondence and Backup Data	5	-	No	5	(GC34090)
	Workers' Compensation Insurance Policies	P	-	Yes	P	Microfilm or permanent (GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

#### APPENDIX I

## CITY OF SAN FERNANDO RECORDS RETENTION SCHEDULE

Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	<b>POLICE</b>					
	Alarm Records	2	-	No	2	(GC34090)
	Arrest Records					
	Drunk (Not Prosecuted)	2	-	No	2	(GC34090)
	Registers	5	-	No	5	(GC34090)
	Rejected by D.A.	4	-	No	4	(GC34090)
	Traffic Warrants (for Local or Foreign Agency)	2	-	No	2	(GC34090)
	Auction Receipts and Records	2	-	No	2	(GC34090 )
	Audio Recordings of Telephone and Radio Communications (Dispatch)*	100 days	-	No	100 days	100 days; (GC34090.6 )
	Bail Receipts	2	-	No	2	(GC34090)
	Bicycle Licenses	3	-	No	3	(GC34090 )
	Case Files		-			
	Homicide - Investigator's File	P	-	Yes	P	Microfilm or permanent (PC799)
	Narcotics (no arrest cases)	CL	2	No	CL+2	(GC34090)
	Officer Involved Shootings	CL	25	No	CL+25	(GC34090)
	Child Abuse Reports – Felony Citations	10	-	No	10	(Department of Justice Regulates)
	Animal Control	2	-	No	2	(GC34090)
	Marijuana	2	-	No	2	(H&S 11361.5)
	Parking	2	-	No	2	(GC34090)
	Traffic	2	-	No	2	(GC34090)
	Concealed Weapons Permits	3	-	No	3	(GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	POLICE					
	Correspondence	2	-	No	2	(GC34090)
	Court Records					
	Daily Schedule (Duplicates)	C	1	No	C+1	(GC34090.7)
	Sign-in Logs	C	2	No	C+2	(GC34090)
	Tracking System Records	C	2	No	C+2	(GC34090)
	Crime Reports**	3	-	No	3	(Department of Justice Regulates)
	Criminal Arrest Files***	10	-	No	10	(Department of Justice Regulates)
	Daily Activity Records and Logs (i.e., NOT reports)	3	-	No	3	(GC34090 )
	Daily Reports**	3	-	No	3	(Department of Justice Regulates)
	Deceased Criminal Arrest Files	10	-	No	10	(Department of Justice Regulates)
	Employment Applications	5	-	No	5	EEOC Complaint can be filed within 49 mos.; (GC12946)
	Background Investigation	5	-	No	5	EEOC Complaint can be filed within 49 mos.; (GC12946)
	Unprocessed “Factual Innocence” (Sealed Records)		-	No		Destroy 3 years from sealing (PC851.8)
	Felony Crime Reports: Capital Crimes, Crimes Punishable by Death, Life Imprisonment	P	-	Yes	P	Microfilm or permanent (PC799)
	Fingerprint					
	Applicants’ Files	T	2	-	T + 2	(GC34090)
	Inked/Palm Cards	C	20	-	C + 20	Persons booked into detention facility; copies distributed to County, State and Federal agencies
	Immigration Letters	2	-	No	2	1-9’s
	Incident Reports**	3	-	No	3	(Department of Justice Regulates)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	POLICE					
	Index Cards					
	Field Interview	5	-	No	5	(GC34090)
	Police Dispatch	2	-	No	2	(GC34090)
	Jail					
	Inspections	2	-	No	2	(GC34090)
	Register (Daily	10	-	No	10	(Department of Justice Regulates)
	Record of Persons Booked)					
	Juvenile Arrest Files, Reports		-	No		Upon Notification from Juvenile Court Judge
	Juvenile - Sealed Records	5	-	No	5	Destroy 5 years from sealing; Welfare & Institutions Code 781(d)
	Licenses and Permits - Records of Expired Licenses and Permits	3	-	No	3	(GC34090)
	Lost and Found Records	5	-	No	5	(GC34090)
	Miscellaneous Reports	2	-	No	2	(GC34090)
	Misdemeanor/Infractions Reports**	3	-	No	3	(Department of Justice Regulates)
	Money Transmittals	2	-	No	2	(GC34090)
	Non-Criminal Occurrences	C	2	No	C + 2	(GC34090)
	Officer Involved Shootings	CL	25	No	CL + 25	(GC34090)
	Parades & Special Events	CL	2	No	CL + 2	(GC34090)
	Pawnbrokers, Secondhand Dealers (Duplicates, i.e., Pink Copies)	C	2	No	C + 2	Originals to licensee; (blue) copies to DOJ; (pink) copies retained by City. Renewals issued annually; (GC34090)
	Permits					
	Alcoholic Beverage Control License	2	-	No	2	(GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Personnel Files					
	Internal Affairs	5	-	No	5	(PC832.5)
	Investigations (including Citizen's Complaints and Pitchess Motions)					
	Terminated Employees	5	-	No	5	EEOC Complaint can be filed within 49 months; (GC12946)
	Photo Negatives (Inmates)	C	20	No	C + 20	By prisoner number
	Press Releases	C	2	No	C + 2	(GC34090)
	Property Control Files	C	2	No	C + 2	(GC34090)
	Rap Sheets	CL	2	No	CL + 2	(GC34090)
	Reports – Duplicates	6 mos.	-	No	6 mos.	(GC34090.7)
	Restraining Orders, Emergency Protective Orders, Temporary Restraining Orders, Legal Stipulations, Orders After Hearing (Duplicates)	C	-	No	C	Destroy after law enforcement actions and effective date of restraining order has expired
	Schedules					
	Daily	C	2	-	C + 2	(GC34090)
	Watch Assignments/ Timekeeping Records	C	2	-	C + 2	(GC34090)
	Statistical (Crime Analysis)	P	-	Yes	P	Microfilm or permanent (GC34090)
	Statistical (UCR), Uniform Crime Reports Mandatory to DOJ (LEIC)	P	-	Yes	P	Originals sent to FBI, DOJ; Microfilm or permanent (GC34090)
	Subpoenas	C	2	No	C + 2	(GC34090)
	Swap Meet Merchant Control Sheets	2	-	No	2	(GC34090)
	Traffic Collisions					
	Non Injury	3	-	No	3	(GC34090)
	One or More Injuries	5	-	No	5	(GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I



Office of Record	Records Description  POLICE	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
	Training					
	Bulletins	P	-	Yes	P	Microfilm or permanent (GC34090)
	Event Files	C	2	No	C + 2	(GC34090)
	Vehicles					
	Impounded/Stored/ Repossessed/ Recovered	3	-	No	3	(GC34090)
	Stolen	5		No	5	(GC34090)
	Video Surveillance/Security (Jail)	13 mos.	-	No	13 mos.	(GC34090.6)
	Warrant Recall Sheets	2	-	No	2	(GC34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description POLICE	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Pol	Warrants Felony	Recall after 10 yrs.; Exception: Murder/ Escape	-	No	Recall after 10 yrs.; Exception: Murder/ Escape	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Misdemeanor Criminal	Recall after 5 yrs;	-	No	Recall after 5 yrs;	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Parking	Recall after 1 yr.	-	No	Recall after 1 yr.	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Traffic	Recall after 5 yrs.	-	No	Recall after 5 yrs.	(Recommended by the California Law Enforcement Warrant Officer's Association)
	Traffic Collision Fatalities	P	-	Yes	P	Microfilm or permanent (Recommended by the California Law Enforcement Warrant Officer's Association)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

- \* In event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved.
- \*\* “Crime Reports,” “Daily Reports,” “Incident Reports,” and “Misdemeanor Reports” refer to daily blotters, incident summaries or investigative reports that do not involve felonies. The reports can be destroyed after three years, provided that a copy of said report has been placed with the case file. The case files should be destroyed according to guidelines set forth for individual case files.
- \*\*\* You can legally retain the records for two years; however, you should notify the Department of Justice that you are purging source documents before you destroy them.

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

APPENDIX I

Office of Record	Records Description PUBLIC WORKS	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
PW	Capital Improvement Projects (CIP) Plans & Drawings: Final, As-Built Plans & Drawings	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Federal Highway Administration Funding (FHWA) Administrative Files: Applications/Funding Requests & Supporting Data	C	3	No	C+3	(49 CFR 18.42)
	Budgeting Analyses					
	Correspondence w/ Local Administrative Agencies (Including CALTRANS)					
	Studies & Reports					
	Supporting Data					
	Grants/Funding Files	C	10	No	C + 10	(7 CFR 3016.42)
	Intersections/Streets/Signals	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Maps - Final, Recorded Maps, Including:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Subdivision Maps					
	Parcel Maps					
	Assessment Districts					
	Record Of Survey					
	Improvement Plans					
	Tract Maps					
	Construction (Final, As-Constructed Only)					
	Utilities - Storm Drain					
	NPDES – Program Files	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Operations & Maintenance	2	-	No	2	(GC 34090)
	Projects Files:					
	Service Requests					
	Correspondence & Supporting Data					

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description <b>PUBLIC WORKS</b>	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
PW	Public Works - Performance Bonds/Labor & Materials Bonds	C	2	No	C+2	(GC 34090)
	<b>Engineering</b>					
Eng	Capital Improvement Project (CIP) Files	C	10	No	C+10	(CCP 337.15)
	Capital Improvement Projects (CIP) Right-of-Way Documentation: Deeds Quitclaims Easements	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Consultants/Suppliers/Vendors Information	AR	-	No	AR	(GC 34090)
	Disaster Incidents Files	A	5	No	A+5	(GC 34090)
	Encroachment Permits Log	5	-	No	5	(GC 34090)
	Grading Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Land Development Projects Files	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Organizations Files	2	-	No	2	(GC 34090)
	Permits: Encroachment Permits Excavation Permits	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Policies & Procedures for Engineering Operations	S	10	No	S + 10	(GC 34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

# APPENDIX I

Office of Record	Records Description RECREATION AND COMMUNITY SERVICES	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Rec	Brochures Advertisers Files	2	-	No	2	(GC 34090)
	Brochures Artwork	C	2	No	C+2	(GC 34090)
	Facilities Reservation Forms	2	-	No	2	(GC 34090)
	History Files:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Publicity Binders					
	Photos Binders					
	Department Publications					
	History Files:	2	-	No	2	(GC 34090)
	Flyers					
	Brochures					
	Press Releases					
	Park Master Plans Files:	P	-	Yes	P	Microfilm or permanent (GC 34090)
	Environmental Documents					
	Correspondence & Supporting Data					
	Parks/Facilities Construction Projects	C	10	No	C+10	(GC 337.15)
	Personnel - Instructor Contracts	E	2	No	E+2	(GC 34090)
	Program Evaluations	2	-	No	2	(GC 34090)
	Program Proposals Files	2	-	No	2	(GC 34090)
	Program Registrations/Waivers of Liability	5	-	No	5	(GC 34090)
	Programs Files (City- Participation)	C	4	No	C+4	(GC 34090)
	Programs Files (City- Sponsored):	C	5	No	C+5	(GC 34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

Office of Record	Records Description <b>RECREATION AND COMMUNITY SERVICES</b>	RETENTION DISPOSITION				Comments/Statutory Citation
		Office	Inactive	Microfilm	Total	
Rec	Recreation Registration Database Records: Registrant Data (Active) Program Data (Active) Program Data(Inactive/Historical)	2	-	No	2	(GC 34090)
	Special Events Files: Requests Maps, Plans & Drawings Correspondence & Supporting Data Permits/Applications	C	5	No	C+5	(GC 34090)

Keys: A= Audit; AR= Annual Review; C= Current; CL= Closed; E= Expiration; P= Permanent; S= Superseded; T= Termination

## APPENDIX I

*This Page  
Intentionally  
Left Blank*





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

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

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

**Date:** March 18, 2024

**Subject:** Consideration to Receive and File the Annual Comprehensive Financial Report for the Fiscal Year Ending June 30, 2023

### RECOMMENDATION:

It is recommended that the City Council receive and file the Annual Comprehensive Financial Report (ACFR) (Attachment "A") for the fiscal year ending June 30, 2023.

### BACKGROUND:

1. The City Code requires an annual audit to be conducted by an independent certified public accountant shortly after the end of each fiscal year. The audit is conducted, and financial statements prepared, in accordance with generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB).
2. On July 17, 2023, the City Council approved a contract with Van Lant & Fankhanel, LLP to serve as the City's independent third party audit firm for a period of three years with two one-year extension options.
3. The June 30, 2023 financial statements were audited by Van Lant & Fankhanel, LLP; a public accounting firm fully licensed and qualified to perform audits of State and local governments within the State of California.
4. On February 28, 2024, the ACFR for Fiscal Year ending June 30, 2023 (2023 ACFR) was completed and posted to the [City's website](#) for public review. Hard copies of the ACFR are available upon request.
5. The 2023 ACFR has been submitted to the Government Finance Officers Association (GFOA) for consideration of the Certificate of Achievement for Excellence in Financial Reporting Award. The award is presented to government agencies whose comprehensive annual financial reports achieve the highest standards in government accounting and financial reporting. The City has received this award consistently over the last 39 years.

## Consideration to Receive and File the Annual Comprehensive Financial Report for the Fiscal Year Ending June 30, 2023

Page 2 of 5

---

### ANALYSIS:

Other than being required by the City Code, preparing an annual comprehensive financial report (ACFR) serves several crucial purposes. First, it provides transparency and accountability to residents, taxpayers, and other stakeholders by presenting a detailed overview of the City's financial activities, including revenues, expenditures, assets, and liabilities. This transparency fosters trust in the local government and ensures that citizens are informed about how their tax dollars are being utilized. Second, the ACFR aids in financial planning and decision-making by offering insights into the City's financial health, trends, and performance over time. Additionally, the ACFR enhances the municipality's credibility and creditworthiness in the eyes of investors, creditors, and bond rating agencies, which can lead to favorable borrowing terms and lower interest rates for financing public projects. Overall, the ACFR serves as a vital tool for promoting financial transparency, facilitating informed decision-making, and maintaining fiscal responsibility within municipal governance.

The City's audited financial statements, in conjunction with the accompanying notes, discussion, and analysis, provide a thorough and detailed presentation of the City's financial condition at a particular point in time (i.e. the end of the fiscal year). The ACFR provides insight and transparency into the City's financial position and operations. The ACFR consists of four parts: 1) Management's Discussion and Analysis; 2) the basic financial statements; 3) required supplementary information; and 4) *optional* combining statements for non-major governmental funds.

Within the basic financial statements include three components: 1) Government-wide Financial Statements; 2) Fund Financial Statements; and 3) Notes to the Financial Statements. The Government-wide Financial Statements provide the broadest picture of the City's finances as they include all of the City's 38 funds (including the General Fund, Internal Service and Enterprise Funds). The Fund Financial statements are a subset of the Government-wide Financials as they present each fund's financial statements individually. The Notes to the Financial Statements provide more detail explanations of financial operations that are not readily apparent in the financial statements themselves.

Both the Government-wide Financials and Fund Financials include two basic statements: 1) *Statement of Net Position*, which presents information in terms of total assets, liabilities and net position (i.e. assets less liabilities); and 2) *Statement of Activities*, which shows how the net position has changed during the most recent fiscal year through revenues (increase in net position) and expenditures (decrease in net position).

**Consideration to Receive and File the Annual Comprehensive Financial Report for the Fiscal Year Ending June 30, 2023**

Page 3 of 5

---

Below is a summary of key highlights from the 2023 ACFR.

Government-wide Financials

The Government-wide Financials present a long-term picture of the City's financial position by reflecting all current and long-term assets less all current and long-term liabilities. The City's total net position, which includes the General Fund, Enterprise Funds, and all Special Revenue Funds, increased from \$8,536,972 as of June 30, 2022 to \$14,392,968 as of June 30, 2023; a total increase of \$5,855,996.

The increase in net position is due to the following:

1. Net position of governmental activities increased from (\$2,013,338) as of June 30, 2022 to \$4,396,381 as of June 30, 2023; a total increase of \$6,409,719. The 318.36% change is primarily attributable to \$9,387,365 growth in capital grants and contributions revenue.
2. Net position of business-type activities decreased from \$10,550,310 as of June 30, 2022 to \$9,996,587 as of June 30, 2023; a total decrease of \$553,723 or 5.25%. The decrease is due to capital project expenditures associated with the treatment system repairs and investment losses.

The City's Government-wide net position of \$14,392,968 is made up of the following:

1. Value of Capital Assets (e.g. land, buildings, infrastructure, vehicles, etc.) - \$79,192,763;
2. Restricted Funds (e.g. transportation, housing, grants) - \$23,985,734; and
3. Unrestricted Funds - (\$88,785,529) *\*Deficit due to pension and retiree health liabilities.*

In addition, the Governmental Accounting Standard Board (GASB) Pronouncements have a significant impact on the City's Net position.

1. Net Pension liability is \$20.2M as of June 30, 2023, a decrease of \$12.6M compared to FY 2021-2022. The decrease is primarily related to the Pension Obligation Bond issuance, which resulted in significant reductions in CalPERS costs.
2. Net OPEB (Retiree Health Care (RHC)) liability is \$36.9M as of June 30, 2023, a decrease of \$10.3M from prior year. The decrease is mainly due to changes in actuarial assumptions and elimination of RHC for employees hired after July 1, 2015, which has served to limit the City's long-term liability. Although the impact is not yet illustrated, the 2022-2023 and 2023-2024 Adopted Budgets also included \$500,000 each fiscal year to fund a Section 115 Trust account dedicated to pay future retiree health benefits and assist in further reducing the City's long-term liability.

## Consideration to Receive and File the Annual Comprehensive Financial Report for the Fiscal Year Ending June 30, 2023

Page 4 of 5

---

### Fund Financial Statements.

As previously noted, the Government-wide financial statements present information on current and long-term assets and liabilities. The Fund Financial statements, which includes Governmental and Proprietary Funds, present the short-term health of each of the City's 37 funds. The Fund Financial Statements focus on near-term inflows (revenues), outflows (expenditures), and balances of spendable resources. Fund Financial Statements serve as a useful measure of the City's net resources available for spending at the end of the fiscal year, similar to a profit and loss statement.

### General Fund Financials.

The General Fund's fund balance increased slightly from \$10,231,041 as of June 30, 2022 to \$10,282,877 as of June 30, 2023; a total increase \$51,836. This nominal impact is highlighted as initial fund balance were projected lower at \$7.5M due to adjusted FY 2022-2023 expenditures which included an unanticipated \$2.5M in additional appropriations towards the Police Department HVAC Facility project. Higher than expected revenues offset the adjusted budget in addition to total actual expenditures ending under budget.

The General Fund balance consists of the following:

1. Nonspendable - Prepaid Items - \$33,955
2. Unassigned - \$10,248,922\*

*\* Amount available at the end of the fiscal year to retain as reserves for emergency purposes or invest in strategic priorities. The minimum Contingency Fund reserve requirement per the City's Financial Policy is 20% of the General Fund operating budget as originally adopted, which totals \$4,904,035 for FY 2022-2023.*

Management encourages readers to read both the Transmittal Letter and Management's Discussion and Analysis to get a better contextual understanding of the financial information presented in the 2023 ACFR.

### **BUDGET IMPACT:**

Funds to prepare the 2023 ACFR were included in the FY 2023-2024 Adopted Budget. There is no budget impact to receiving and filing a presentation on the 2023 ACFR. The City has made significant strides over the past decade to eliminate the General Fund deficit and maintain healthy fiscal reserves. The 2023 ACFR illustrates how the City's financial picture continues to improve. The financial statements reports a fund balance of \$10.3M, which represents 42% of the City's General Fund FY 2022-2023 originally adopted expenditures. During FY 2022-2023 the General Fund's fund balance increased by approximately \$51,836 despite significant budget amendments throughout year to fund major capital projects.

**Consideration to Receive and File the Annual Comprehensive Financial Report for the Fiscal Year Ending June 30, 2023**

Page 5 of 5

---

**CONCLUSION:**

Staff recommends that City Council receive a presentation on the City's Annual Comprehensive Financial Report for fiscal year ending June 30, 2023, from the City's audit firm.

**ATTACHMENT:**

- A. Annual Comprehensive Financial Report for the Fiscal Year Ending June 30, 2023



THE CITY OF  
**SAN FERNANDO**  
**ANNUAL COMPREHENSIVE  
FINANCIAL REPORT**

FOR THE  
FISCAL YEAR ENDED  
JUNE 30, 2023

SAN FERNANDO,  
CALIFORNIA





**CITY OF SAN FERNANDO, CALIFORNIA**  
**ANNUAL COMPREHENSIVE FINANCIAL REPORT**  
**WITH REPORT ON AUDIT**  
**BY INDEPENDENT**  
**CERTIFIED PUBLIC ACCOUNTANTS**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

**Prepared By:**  
**Finance Department**

**City of San Fernando**  
**Annual Comprehensive Financial Report**  
Year Ended June 30, 2023

**TABLE OF CONTENTS**

<b>I. INTRODUCTORY SECTION</b>	<b>PAGE</b>
Letter of Transmittal	1 - 18
Directory of Officials	19
Organization Chart	20
Certificate of Achievement for Excellence in Financial Reporting	21
 <b>II. FINANCIAL SECTION</b>	
<b>Independent Auditor's Report</b>	22 - 24
<b>Management's Discussion &amp; Analysis</b>	25 - 40
<b>Basic Financial Statements:</b>	
Government-wide Financial Statements:	
Statement of Net Position	41
Statement of Activities	42 - 43
Fund Financial Statements:	
Governmental Funds:	
Balance Sheet	44
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position	45
Statement of Revenues, Expenditures and Changes in Fund Balances	46
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	47
Proprietary Funds:	
Statement of Net Position	48
Statement of Revenues, Expenses and Changes in Net Position	49
Statement of Cash Flows	50
Fiduciary Funds:	
Statement of Net Position	51
Statement of Changes in Net Position	52
Notes to Financial Statements	53 - 80
<b>Required Supplementary Information:</b>	
Schedule of Changes in Total OPEB Liability and Related Ratios	81
Schedule of the City's Proportionate Share of the Net Pension Liability	82
Schedule of Plan Contributions	83
Budgetary Comparison Schedules - Major Governmental Funds:	
General Fund	84
Retirement Tax Fund	85
ARPA Fund	86
Notes to Required Supplementary Information	87
<b>Supplementary Information:</b>	
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual:	
Capital Grants Fund	88
Combining Balance Sheet - Other Governmental Funds	91 - 95
Combining Statement of Revenues, Expenditures and Changes in Fund Balances - Other Governmental Funds	96 - 100
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual:	
Measure R Fund	101
Mall Maintenance Operations Fund	102
Proposition A Local Transit Fund	103
Proposition C Discretionary Fund	104
Traffic Safety Fund	105
Parking Maintenance and Operations Fund	106
Local Transportation Fund	107
Recreation Fund	108
Quimby Act Fees Fund	109
Street Lighting Fund	110

**City of San Fernando**  
**Annual Comprehensive Financial Report**  
Year Ended June 30, 2023

**TABLE OF CONTENTS – Continued**

<b>Supplementary Information - Continued:</b>	<b>PAGE</b>
State Asset Forfeiture Fund	111
State Gas Tax Fund	112
Federal Asset Forfeiture Fund	113
AQMD Fund	114
Cash-in-Lieu of Parking Fund	115
Pavement Management Fund	116
Proposition C Fund	117
Community Development Block Grant Fund	118
Community Development Surcharge Fund	119
Operating Grants Fund	120
STP Local Fund	121
SLESF Fund	122
Measure M Fund	123
Road Maintenance & Rehab Fund	124
Housing Fund	125
Capital Outlay Fund	126
Combining Statement of Net Position – Nonmajor Enterprise Funds	128
Combining Statement of Revenues, Expenses and Changes in Net Position - Nonmajor Enterprise Funds	129
Combining Statement of Cash Flows – Nonmajor Enterprise Funds	130
Combining Statement of Net Position - Internal Service Funds	131
Combining Statement of Revenues, Expenses and Changes in Net Position - Internal Service Funds	132
Combining Statement of Cash Flows - Internal Service Funds	133
 <b>III. STATISTICAL SECTION</b>	
Description of Statistical Section Contents	134
Financial Trends:	
Net Position by Component - Last Ten Fiscal Years	135 - 136
Changes in Net Position - Last Ten Years	137 - 140
Fund Balances of Governmental Funds - Last Ten Fiscal Years	141 - 142
Changes in Fund Balances of Governmental Funds - Last Ten Fiscal Years	143 - 144
Revenue Capacity:	
Assessed Value of Taxable Property - Last Ten Fiscal Years	145
Direct and Overlapping Property Tax Rates - Last Ten Fiscal Years	146
Principal Property Taxpayers (Top Ten) - Current Year and Nine Years Ago	147
Property Tax Levies and Collections - Last Ten Fiscal Years	148
Top 25 Sales Tax Producers – Current Year and Nine Years Ago	149 - 150
Taxable Sales by Category – Last Ten Calendar Years	151 - 152
Water Customers - Current Year and Nine Years Ago	153
Debt Capacity:	
Ratios of Outstanding Debt by Type - Last Ten Fiscal Years	154
Direct and Overlapping Debt	155
Legal Debt Margin Information - Last Ten Fiscal Years	156 - 157
Demographic and Economic Information:	
Demographic and Economic Statistics	158
Miscellaneous and Demographic Statistics	159
Principal Employers - Current Year and Nine Years Ago	160
Operating Information:	
Full-time Equivalent City Employees by Function - Last Ten Fiscal Years	161
Operating Indicators by Function - Last Ten Calendar Years	162 - 163
Capital Asset Statistics by Function - Last Ten Fiscal Years	164 - 165

## **INTRODUCTORY SECTION**

# THE CITY OF SAN FERNANDO

## CITY COUNCIL

February 28, 2024

MAYOR  
CELESTE T. RODRIGUEZ

Honorable Mayor and City Council Members  
Residents of San Fernando

VICE MAYOR  
MARY MENDOZA

COUNCILMEMBER  
JOEL FAJARDO

COUNCILMEMBER  
CINDY MONTAÑEZ

COUNCILMEMBER  
MARY SOLORIO

The Annual Comprehensive Financial Report (ACFR) of the City of San Fernando, California for the fiscal year ended June 30, 2023, is hereby submitted. Responsibility for both the accuracy of the data, and the completeness and fairness of the presentation, including all disclosures, rests with the City of San Fernando. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

The financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). This report consists of management's representations concerning the finances of the City of San Fernando, California. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, City management has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

## FINANCE DEPARTMENT

117 MACNEIL STREET  
SAN FERNANDO  
CALIFORNIA  
91340

ADMINISTRATIVE  
DIVISION  
(818) 898-1200

BUSINESS LICENSE DIVISION  
(818) 898-1245

TREASURER DIVISION  
(818) 898-1207

WATER DIVISION  
(818) 898-1213

The City of San Fernando City Code requires an annual audit by an independent certified public accountant. The City's financial statements have been audited by Van Lant & Fankhanel, LLP; a public accounting firm fully licensed and qualified to perform audits of the State and local governments within the State of California. The purpose of the independent audit is to provide reasonable assurance that the financial statements of the City of San Fernando for the fiscal year ended June 30, 2023, are free of material misstatements. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of San Fernando's financial statements for the fiscal year ended June 30, 2023, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

The independent audit of the financial statements of the City is part of a broader, federally mandated "Single Audit" designed to meet the special needs of Federal grantor agencies. The City is required to undergo the annual single audit in conformance with provisions of

## Honorable Mayor and City Council Members

Residents of San Fernando

Page 2 of 18

---

the Single Audit Act Amendments of 1996 and the Uniform Guidance. The Single Audit Report, which is issued separately, includes the schedule of federal expenditures, findings and recommendations, the auditors' reports on the internal control structure and compliance with applicable laws and regulations.

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors in the financial section of the ACFR.

### **PROFILE OF THE CITY OF SAN FERNANDO**

The City of San Fernando, which has a residential population of approximately 24,000, was incorporated on August 31, 1911. It is conveniently located in the northeast section of the San Fernando Valley at the southern foot of the San Gabriel Mountains. This compact community of 2.4 square miles is completely surrounded by the City of Los Angeles, including the nearby communities of Sylmar, Mission Hills and Pacoima. Major physiographic features located near the City include the San Gabriel Mountains (located approximately 3 miles to the north), the Pacoima Wash (located along the eastern side of the City), Hansen Lake (located 3 miles to the southeast of the City), and the Los Angeles Reservoir (located approximately 4 miles to the northwest). Regional access to the City of San Fernando is possible from three freeways located in the area: Interstate 5 Freeway (I-5), State Route 118 (SR-118), and Interstate 210 Freeway (I-210).

The City operates under the City Council - City Manager form of government and provides a full range of municipal services, including police protection; construction and maintenance of streets and infrastructure; community development activities; recreational and cultural activities; and general administrative and support services. Fire and ambulance services are provided by contract with the City of Los Angeles Fire Department. In addition, the City provides refuse services through an exclusive franchise agreement and water and sanitary sewer under an Enterprise Fund system whereby customer user fees cover the cost of providing service.

The City adopts an annual budget by July 1st each year. The budget includes detailed allocations by line item for each operating department and special revenue fund. The budget includes, at a minimum, the following expenditure categories for each fund and department:

- Personnel Services;
- Contractual Services;
- Maintenance and Operations; and
- Capital Outlay.

The Annual Budget, as adopted by the City Council, establishes the total appropriation provided for each City Department's operations. Expenditures may not legally exceed budgeted appropriations at the Department level within a fund. The Director of Finance is authorized to transfer budget amounts within salary accounts and within Maintenance and

## **Honorable Mayor and City Council Members**

Residents of San Fernando

Page 3 of 18

---

Operations accounts at his/her discretion. The City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least three members. The City's general ledger is maintained by the line item detail or object of expenditure. Revenues are estimated annually and measured against actual revenues earned.

The City Council exercises control over and is financially accountable for the legally separate San Fernando Public Financing Authority, which is included in this report as a blended component unit of the City. The Los Angeles Unified School District and other public bodies have not met the established criteria for inclusion in the reporting entity since independent boards not under City Council control govern them. The City Council does not have any voting power over them; accordingly, they are excluded from this report. Additional information on blended component units can be found in Note 1 of the Notes to the Financial Statements.

### **History of San Fernando**

When entering the City of San Fernando along picturesque, palm-lined Brand Boulevard, you will discover a community rich in California history dating back almost two centuries. Named in honor of a Spanish Saint/King, San Fernando was selected for settlement long before the rest of Los Angeles. The City grew out of the ranching activities surrounding Mission de San Fernando Rey, whose graceful porticoes still stand today. By the early 1800's the settlement had blossomed into a small trading center where farm crops, olives, wine, and thousands of livestock raised by the resident Indians were bought and sold.

San Fernando enjoyed a brief gold rush in the 1840s when nuggets were discovered in a nearby canyon. In 1874, San Fernando became the valley's first organized community, thus earning the title "First City of the Valley." With the arrival of the railroad two years later, town lots soared from \$10 each to \$150 apiece.

The City of San Fernando is a community of attractive contrasts. What was once a land of farms and ranches adjoining the Mission de San Fernando Rey is now a vibrant center of manufacturing and commerce. San Fernando enjoys a sweeping view of the panoramic San Gabriel foothills and a sense of privacy; yet it is only minutes from downtown Los Angeles and other centers of commercial activity, thanks to a network of freeways and nearby airports. The City combines modern metropolitan conveniences with a close-knit community of friendly, civic-minded residents.

### **FINANCIAL CONDITION AND OUTLOOK**

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific economic environment within which the City of San Fernando operates.

Prior to the onset of the COVID-19 pandemic in March 2020, the national and state economies were in the midst of the longest recorded economic expansion. The economy had been on a long, slow recovery since the end of the Great Recession in 2009 with strong fundamentals, such as low unemployment, increasing household income and personal consumption, and most stock market indices were at record levels.

## Honorable Mayor and City Council Members

Residents of San Fernando

Page 4 of 18

---

This long economic expansion was brought to an abrupt stop in March 2020 as pandemic-induced restrictions led to soaring unemployment and plummeting consumer spending. Governor Newsom officially ended the COVID-19 declared emergency on February 28, 2023. While there has been an economic recovery over the past two years, COVID-19 dramatically altered lives and significantly impacted regional, state, national, and global economies. The actions taken to stabilize the economy throughout the pandemic were unprecedented and will impact global economies for the foreseeable future.

The following analysis of the federal, state and local economic outlooks provide context for the City's revenues during the 2023 fiscal year.

### Federal Economy

Inflation and the Federal Reserve's response to it (i.e. seven interest rate increases in 2022) were the focus of economic policy in 2022 as prices increased at a pace not seen since stagflation in the 1970's and 1980's. Conversely, Gross Domestic Product (GDP), which is a measure of output for the US economy, increased by only 1.1% in 2022. GDP is expected to grow by approximately 0.8% in 2023 and 1.5% in 2024, which represents very slow growth, by historical standards.

The U.S. labor market has rebounded from the pandemic as well. The unemployment rate, which was 5.4% in 2021, improved to 3.7% by the end of 2022. Despite very low unemployment, the labor pool in the United States continues to shrink as the trend of more workers leaving the workforce then entering it continues. This has created a tight labor market, resulting in increased salaries for many workers.

Inflation became the main economic headline in 2022 as the Consumer Price Index (CPI) rose significantly again in 2022. CPI hit 8.0% in 2022, which is the highest rate since 1979. Inflation is, effectively, a tax on the economy as consumers have to spend more of their disposable income to buy the same amount, or fewer, goods than in the past. The Federal Reserve has been consistently increasing baseline interest rates to increase the value of money and offset inflation. It remains to be seen how the policy of raising interest rates to curb inflation will impact the economy.

Contrary to the strong performance of U.S. stocks in 2020 and 2021, stock markets in 2022 experienced sizeable losses and increased volatility. This suggests pessimism, or at least significant uncertainty, by investors in the Federal Reserve's ability to curb inflation without pushing the country into a recession.

In summary, the national economy shows some stability, with the U.S. GDP reporting solid growth going into 2023 and the labor market experiencing robust job production and record low unemployment. However, continued high inflation, increasing interest rates, continued supply chain disruptions, and a volatile stock market are signaling an economic slowdown over the next year.



## Honorable Mayor and City Council Members

Residents of San Fernando

Page 5 of 18

---

### State Economy

California's economy has significantly recovered from the pandemic-induced downturn as many economic indicators are back to their pre-pandemic levels. The focus of California economic policy makers will be the effects of Federal Reserve policy, inflation, and supply chain instability on the California economy. Throughout the pandemic, California experienced its first recorded decline in population since recording began over 100 years ago. This trend continued in 2022 as an additional 210,000 residents left the state. Continued population declines could have long-term implications for California's economic vitality.

Housing affordability continues to be an ongoing public policy challenge and is the primary issue driving the California population flight. California's housing market remains significantly more expensive compared to housing markets throughout much of the United States. California's continued recovery in the years to come will depend on a variety of factors including national and state economic policy and new developments related to the pandemic. Additionally, the housing market, relocation of businesses to other states, and relatively high degree of income inequality, pose continuing challenges for the state.

Although the employment situation in California continued to improve in 2022 (unemployment in December 2022 was 4.1%), a slew of recent layoffs by large technology companies may be cause for concern in 2023. Job growth is expected to slow in 2023, with most of the growth in the Education and Health sectors. Jobs in Manufacturing, Transportation/Trade, Construction, and Financial Activities sectors are expected to contract in 2023 and 2024.

While California significantly recovered from the pandemic-induced downturn in 2021, and experienced a record budget surplus in 2022, economic challenges remain. The high cost of housing, high inflation, Federal Reserve fiscal policy, and population migration out of California, represent continuing threats to the California economy and are expected to hamper growth in 2023.

### Local Economy

The resiliency of San Fernando's local economy was made clear throughout the COVID-19 pandemic. Many of the City's large employers are essential manufacturing and service business such as LAUSD, Pharmavite, Pepsi, Home Depot, Puretek Corp, and Vallarta. Conversely, small businesses, which are the lifeblood of the City's unique character and charm, were hit hardest by the economic restrictions imposed by COVID-19. To support small businesses, the City Council provided \$10,000 grants to 40 small San Fernando businesses and supported the San Fernando Outdoor Market through fee waivers and City staff to close the streets, manage traffic, and provide safety services.

There are a few large projects currently under construction that are expected to open in 2023 and add to the City's economic base. American Fruits and Flavors, which manufactures Monster Energy Drinks, is expected to complete construction of a 165,000 square foot manufacturing facility in the Fall. When fully operational, the new facility will be home to more than 300 jobs. Additionally, a new Target is under construction and is also expected to be completed in Fall 2023. The new Target is expected to add a significant amount of sales tax to the City's General Fund revenue once it is open and fully operational.

**Honorable Mayor and City Council Members**

Residents of San Fernando

Page 6 of 18

The City recently hired a Deputy City Manager/Economic Development to focus on developing and implementing economic development programs, support local businesses to facilitate a business friendly environment, and lead business recruitment and retention efforts. The City also awarded a contract to a consultant to develop a Downtown Master Plan. Development of this Plan includes a significant amount of public outreach to develop a long-term vision for the City's downtown and Maclay commercial corridors. These efforts are critical to make the local economy even more resilient in the long term.

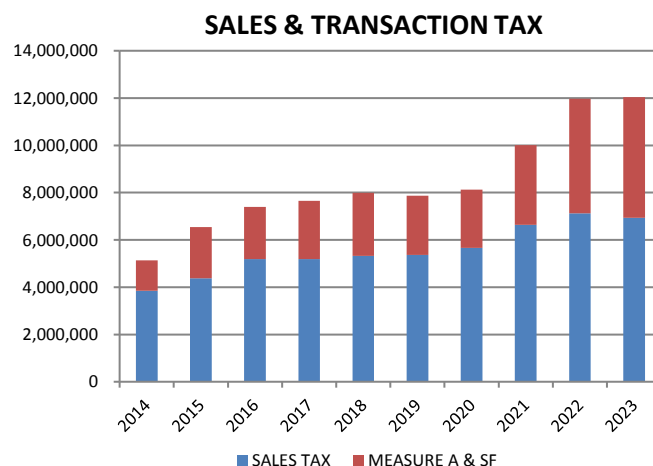
San Fernando's local economy and customer base proved to be resilient throughout the pandemic. The City has a solid base of retail, manufacturing, personal service, and restaurant businesses that provide sales and business taxes that have consistently grown over the past 10 years. With affordable lease rates, easy access to major transit routes (i.e. Interstate 5, 210 Freeway, and the 118 Freeway) and access to regional transit from the Sylmar Metrolink Station, the local economy is expected to remain stable over the next fiscal year.

**Major General Fund Revenue**

The City's major sources of General Fund revenue include Sales, Use & Transaction Tax, Property Tax, Property Tax In-Lieu of Motor Vehicle License Fee, Charges for Services, Business License Taxes and Fees, and Admissions Tax.

**Sales, Use and Transaction Tax**

The sale of all tangible personal property is subject to sales or use tax in California, unless exempt or otherwise excluded by law. Since October 1, 2017, the sales and use tax in Los Angeles County is 9.5%, of which 6.25% is distributed to the State, 2.25% to the County of Los Angeles, and 1.0% to the City of San Fernando.



In addition to the state, county, and local sales and use tax, San Fernando voters approved a ½-cent (0.5%) local transaction tax (commonly referred to as “Measure A”) in June 2013. “Measure A” was due to sunset within seven years. In November 2018, voters approved to extend the tax indefinitely. In November 2020, San Fernando voters approved an additional (0.25%) local transaction use tax (Measure SF) to keep sales tax local and avoid other

**Honorable Mayor and City Council Members**

Residents of San Fernando

Page 7 of 18

taxing entities from passing a transaction tax that would otherwise be imposed on San Fernando customers, but spent regionally rather than locally. The total local transaction use tax revenues totaled \$5.1 million, which is an increase of 5.5% over prior year proceeds due largely to FY2022-2023 continued economic recovery and improvements.

Sales, use and transaction tax (Sales Tax) is the City's largest revenue, accounting for almost 44.0% of total General Fund revenues. Since Sales Tax revenue is a function of business and consumer spending on tangible personal property, it is highly sensitive to economic cycles. The resiliency of San Fernando's local economy was made clear throughout the COVID-19 pandemic. Many of the City's large employers are essential manufacturing and service business such as LAUSD, Pharmavite, Pepsi, Home Depot, Puretek Corp., and Vallarta. The City does not have a significant leisure and tourism industry, which was hit the hardest by the COVID-19 restrictions.

Locally, sales taxes experienced accelerated growth following the pandemic but have since slowed down. Sales Tax revenues experienced a slight decline in FY 2022-2023 of 2.7% which is again attributable to the market slow down with growth patterns instead reaching peak.

**Property Tax**

Property tax is an ad valorem tax levied on property owners in the City of San Fernando. The property tax rate is limited by Proposition 13 to 1% of the property's assessed value, which is typically established as the property's purchase price. Each year thereafter, the property's assessed value increases by two percent

(2%) or the rate of inflation, whichever is lower, until the property is sold and re-assessed.

The City receives approximately fifteen cents for every dollar in property tax paid by property owners in San Fernando. The remaining amount is distributed to Los Angeles County agencies and local school districts. Property Tax accounts for 16% of General Fund revenue.

Assessed property values are steadily rebounding since they bottomed out in FY 2010-2011. Consequently, Property Tax revenue has shown steady growth over the last few years, which continued through 2023 due to strong market conditions and local



## Honorable Mayor and City Council Members

Residents of San Fernando

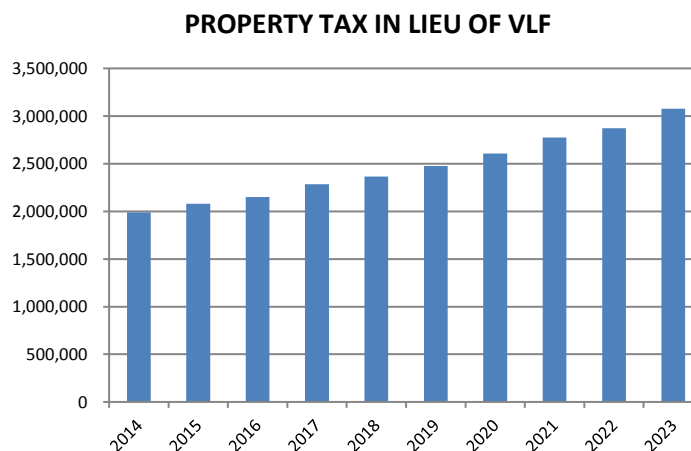
Page 8 of 18

investment. The median of a Single Family Residential sales price has increased from \$545,000 to \$675,000 over the last two years.

Although Proposition 13 limits the annual increase of Assessed Values to 2%, strong local investment and property turnover drove an increase in Property Tax revenue by 35.4% in FY 2022-2023.

### Property Tax In-Lieu of Motor Vehicle License Fee

Prior to 2004, cities in California received a share of the state's Motor Vehicle License Fee (VLF), which is a fee imposed on motor vehicles based on the original sale price of the vehicle. In 2004, the state shifted revenues from the VLF to fund other programs. To make cities whole, the state replaced the loss of VLF revenue with a like amount of property tax revenue.



Property Tax In-lieu of Motor Vehicle License Fee accounts for more than 12% of General Fund revenue.

Revenue and Taxation Code Section (c)(1)(B)(i) specifies the VLF Adjustment Amount for each city and county is to grow in proportion to the growth of gross assessed valuation in that jurisdiction from the prior year. Assessed value increases increased by approximately 6.3%. Consequently, Property Tax In-lieu of VLF increased by 7.1% in FY 2022-2023.

## Honorable Mayor and City Council Members

Residents of San Fernando

Page 9 of 18

### Charges for Services

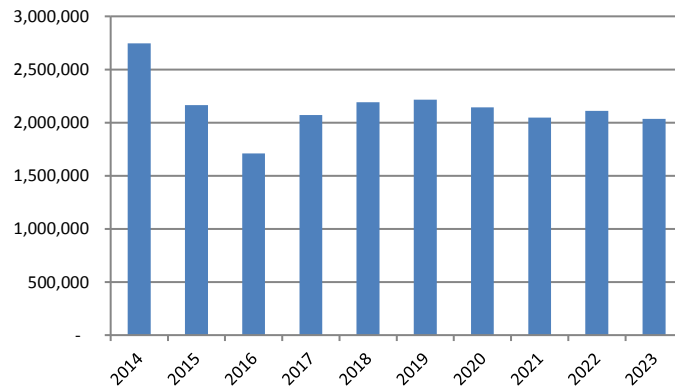
San Fernando charges fees for various services it provides to users who derive a direct benefit from the provision of those services. Some examples include construction permit and inspection fees, livescan fingerprint fees, special police services, and administrative charges to the Enterprise and Special

Revenue funds. Administrative charges are intended to reimburse the City for costs incurred to support non-General Fund operations including, but are not limited to; recruiting and benefit administration services; billing, accounts payable, payroll and accounting services; and information technology services.

Charges for Services are the City's fourth largest revenues source, accounting for 7.4% of total General Fund revenues.

Charges for Services are projected based on historical trends, known upcoming events (e.g. large development project or special event), and changes in the cost to provide the service (i.e. increase in personnel costs). While Charges for Services declined by 2.7%, a new fees and charges study is underway in 2023-2024 with the aim of establishing rates to recover maximum value of City services.

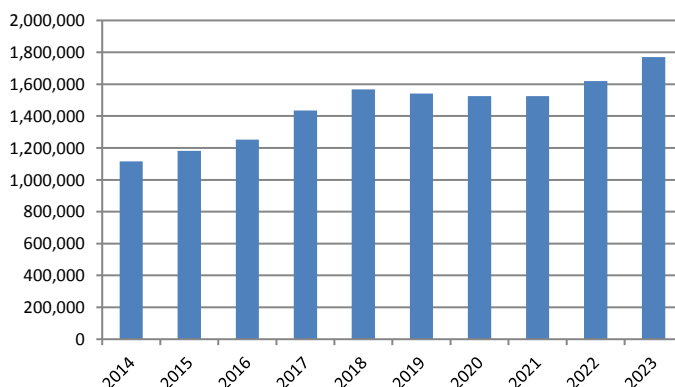
**CHARGES FOR SERVICES**



### Business License Taxes and Fees

San Fernando imposes a Business License fee on certain businesses, trades, professions and occupations specified in the City's Municipal Code. There are a number of different fees based on business type, but generally, the fee imposed is \$1.20 per \$1,000 in

**BUSINESS LICENSE TAXES & FEES**



**Honorable Mayor and City Council Members**

Residents of San Fernando

Page 10 of 18

gross receipts for the sale of goods and \$2.40 per \$1,000 in gross receipts for services.

Business License is the City's fifth largest revenue source, accounting for almost 5% of General Fund revenue.

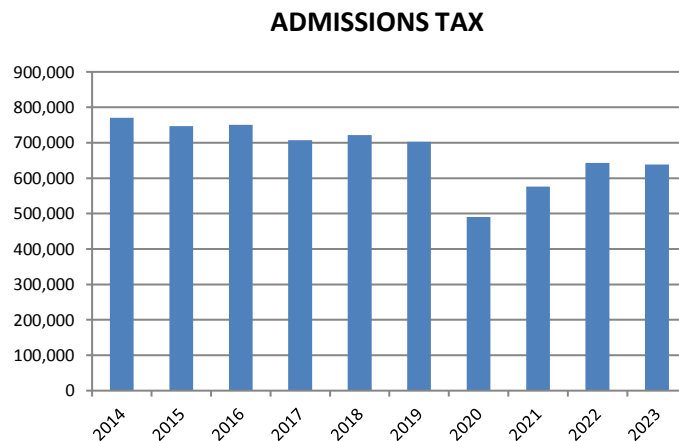
Business License revenue is very sensitive to economic conditions and due to the COVID-19 pandemic and restrictions many businesses suffered especially small businesses that provide in person services, including restaurants, bars, hair salons, laundry services, niche retail, etc. that rely on personal interaction and are often incompatible with remote operations. COVID-19 prevented such services due to the risk of transmission associated with unnecessary person-to-person contact. San Fernando has approved a number of COVID-19 Relief Programs for businesses including a Small Business Grant Program with American Rescue Plan Act Funds.

In FY 2022-2023, the City saw continued business recovery with an increase of 9.4% over prior year adjusted revenues.

**Admissions Tax**

San Fernando imposes a tax on each person who pays an admission charge to any place located within the City limits ("Admissions Tax"), which is collected by the operator at the time admission is paid.

Admissions Tax revenue is the City's sixth largest revenue source, accounting for approximately 2.8% of General Fund revenue.



The primary driver for Admissions Tax revenues is the privately owned and operated swap meet in the City. Swap meet vendors sell new and used goods, typically at deeply discounted prices. Similar to other discount retailers, attendance at the swap meet has proven to be anti-cyclical in that, when the economy is depressed, the demand for discount goods increases and as the economy improves the demand for discount goods declines. As the economy continues to recover, Admission Tax revenues remained relatively flat in the comparison to the prior year.

**Honorable Mayor and City Council Members**

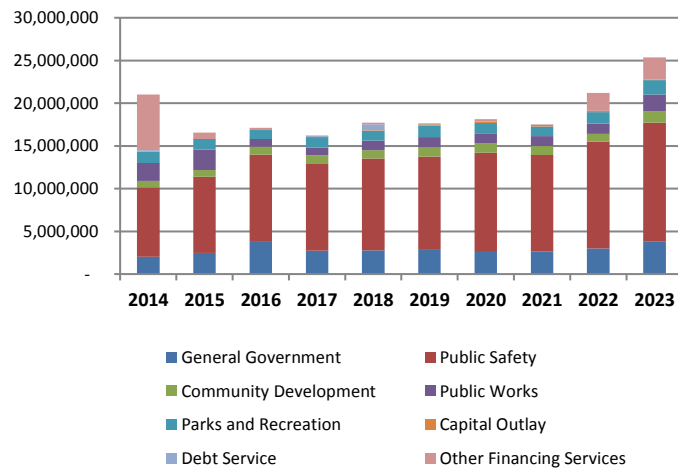
Residents of San Fernando

Page 11 of 18

**General Fund Expenditures**

Since fiscal year 2013-2014, total General Fund expenditures have increased by approximately 21%. Fortunately, the City was able to climb out of a significant financial hole due to Measures A & SF revenues. The City is able to align on-going expenses with on-going revenues.

**General Fund  
Statement of Expenditures**



Excluding Capital Outlay, Debt Service and Transfers Out, General Fund departmental expenditures increased by 19.78% from FY 2021-2022. The increase is due to increased staffing levels and various enhancements in alignment with City Council Strategic Priorities.

Public Safety (including the Fire Service contract with City of Los Angeles) expenditures accounted for 55% of General Fund expenditures in FY 2022-2023, as expenditures increased by 11% over FY 2020-2021, as vacant positions were filled. General Government and Community Development expenditures increased by 26% and 44% respectively due to position and contractual service enhancements. Public Works expenditures increased by 70% increased staffing levels. Parks and Recreation expenditures increased by 24% as social activities and special events were reopened and enhanced following the COVID-19 pandemic.

Over the past three years, 22 new full-time and part-time positions have been approved by City Council and we have welcomed 38 new full-time employees to the City team. We have purchased 20 new vehicles and equipment to serve as a force multiplier in the field. We have invested more than \$2.7 million in technology and communications to improve efficiency, customer service, and public safety. We have implemented a number of organizational changes to reflect the City Council's policy priorities and Strategic Goals, including, but not limited to, creating a new Economic Development Division in the City Manager's Office, a new Housing Division in the Community Development Department, and reorganizing the reporting structure in the Police Department to enhance patrol services. Since COVID, the City has significantly enhanced outreach and community engagement efforts to educate more community members about the City's programs, capital projects, and services. Rather than "recovering" from the social and economic impacts of COVID-19, which implies returning to the way things used to be, staff has been asked to explore restructuring their department based on the services that the City will be providing over the next 10 years and creatively re-imagine services to set the City up for an equitable, sustainable, and resilient future.

**Honorable Mayor and City Council Members**

Residents of San Fernando

Page 12 of 18

---

**CITY-WIDE STRATEGIC GOALS**

**FISCAL YEAR 2022-2026**

City-wide Strategic Goals articulate City-wide long-term strategic goals and objectives that the organization strives to achieve over the next three to five years. They provide broad context for budget development to ensure staff is working toward achieving the organization's long-term objectives. The Strategic Goals which led the development of the Fiscal Year 2022-2023 budget and beyond are:

**I. FOCUS ON COMMUNITY FIRST**

The City of San Fernando is committed to providing a high standard of service, safety, and quality of life for San Fernando taxpayers. The City works to increase opportunities and support for residents to secure their basic needs and connect residents to support services. These outcomes can be achieved by enhancing public safety, increasing access to City services and programs, and keeping the community informed through outreach and transparency initiatives:

1. Provide a high standard for service and quality of life for San Fernando taxpayers, residents and community members through our top-notch San Fernando Police Department, community-based public safety programming, efficient service delivery, access to local government, and excellent public service.
2. Ensure San Fernando Police Department has adequate resources for personnel, equipment, training and community-based policing options.
3. Improve the City's use of technology to enhance customer service, work more efficiently and make it easier to conduct business with the City, improve transparency, and increase community access to broadband.
4. Explore opportunities to expand recreation and community service programs, senior programs, and healthy lifestyle initiatives.
5. Implement the Homeless Action Plan and related policies to support unsheltered and under housed individuals and families.
6. Expand collaboration with Public-Private Partnerships (PPP's) and local Community-Based Organizations (CBO's) to support San Fernando in achieving key strategic goals.



## **Honorable Mayor and City Council Members**

Residents of San Fernando

Page 13 of 18

---

### **II. CULTIVATING A STRONGER LOCAL ECONOMY**

The City of San Fernando is committed to pursuing economic development opportunities to bolster the City's revenue, enhance the health of the business climate, and highlight the City's rich history, culture, music, arts, Native American, and Latin American roots. Enhancing the local economy provides the resources to fund top-notch City services, programs, and infrastructure:

1. Provide technical and financial assistance programs for small business retention, expansion and recruitment. Establish programs that support a "One-Stop Business Center."
2. Create a Downtown Master Plan to enhance the historic downtown business corridor through architectural design and signage standards, business development support and pedestrian focused improvements.
3. Attract and retain private investment in all of the City's business corridors and support place-making efforts. Attract well-paying jobs to the City's industrial and commercial corridors by focusing on growing industries including, but not limited to, climate resiliency research and development, clean energy, emerging technologies, cultural arts, culinary arts, and entertainment options.

### **III. PRESERVE BEAUTIFUL HOMES AND NEIGHBORHOODS**

The City of San Fernando is committed to facilitating common-sense housing policy to preserve the charm of San Fernando and provide natural, safe, neighborhood-centered spaces for residents to play and be active:

1. Promote home ownership and first time homeowner programs, particularly programs that provide home ownership opportunities for current San Fernando residents/renters.
2. Explore programs that provide technical assistance, architectural guidance, and financial support for the preservation and restoration of historic residential homes, and rehabilitation assistance for low- to moderate-income homeowners.
3. Support historic preservation programs, including Los Angeles Unified School District efforts to restore and rehabilitate the historic San Fernando Auditorium and Morningside Auditorium to be used as a public theatre.
4. Educate property owners on property maintenance standards to protect the charm and character of the City's neighborhoods.
5. Invest in enhancing parks, park amenities, and accessibility at all of the City's recreational parks, natural parks and open spaces.

**Honorable Mayor and City Council Members**

Residents of San Fernando

Page 14 of 18

---

**IV. STRENGTHEN CLIMATE RESILIENCE AND ENVIRONMENTAL JUSTICE**

The City of San Fernando is committed to protecting public health, natural resources, and local water independence by being a leader in promoting conservation, energy efficiency, sustainability, reducing climate-related risks, and increasing climate resilience and adaptation:

1. Strengthen the City's urban forest by continuing to invest in tree planting and tree care efforts, which will improve air quality, expand native habitat and address extreme heat and heat island impacts.
2. Safeguard the City's water quality and local water supply through conservation programs, landscape regulations, water capture, smart-technology and equipment upgrades and other programs to reduce water usage with the goal of maintaining 100% water independence.
3. Reduce the City's carbon footprint through energy efficient facility improvements, aggressive waste and food reduction, recycling and reuse, and alternative energy vehicles and equipment.
4. Advocate for, and leverage, funding opportunities through federal, state, and regional agencies to connect residents and businesses to sustainability and conservation financial resources.

**V. ENHANCE PUBLIC TRANSPORTATION TO MOVE SAN FERNANDO**

The City of San Fernando is committed to enhancing regional and local public transportation options that benefit residents, employees, visitors, and customers of San Fernando businesses and cultural institutions:

1. Enhance public transit by providing affordable access to the Mission City Transit system (i.e. Trolley) and improve Trolley stops by making them more user friendly, attractive, clean and architecturally consistent.
2. Improve the City's pedestrian and bike trail network, services, and accessibility, including increased maintenance of the Mission City Bike Trail and completion of the Pacoima Wash Bike Path.
3. Support and prioritize deployment of electric and alternative fuel vehicles through the promotion of electric charging stations and other clean fuel options.
4. Ensure the East San Fernando Valley Regional Light Rail and Metrolink projects servicing San Fernando complement and enhance existing public transportation options without causing undue hardship to traffic, pedestrian and parking systems.

**Honorable Mayor and City Council Members**

Residents of San Fernando

Page 15 of 18

---

5. Pursue funding to construct projects identified in Metro's First/Last Mile Plan, the City's Safe and Active Streets Plan, and other planning efforts that support access to public transportation and pedestrian-focused improvements.

**VI. BUILD RESILIENT AND RELIABLE INFRASTRUCTURE**

The City of San Fernando is committed to increasing capital expenditures to address critical infrastructure needs, including, but not limited to, addressing deferred maintenance of City buildings, streets, water and sewer systems, and sidewalks:

1. Invest in water and sewer infrastructure through risk, resiliency and redundancy improvements, infiltration projects, treatment systems, and storage enhancements.
2. Maximize annual street paving and sidewalk repair by leveraging multiple sources of federal, state, county and private funding.
3. Beautify the Civic Center through investment in public buildings, landscaping and infrastructure, including modernizing the City's Police Station and City Hall.

**VII. FORGE FINANCIAL STRENGTH AND STABILITY**

The City of San Fernando is committed to managing taxpayer funds responsibly, growing the City's revenue streams and protecting minimum reserve balances in accordance with adopted Comprehensive Financial Policies:

1. Ensure transparency and engagement opportunities for stakeholders to provide input on management of City resources, including special tax measures and budget priorities.
2. Review and update the City's Comprehensive Financial Policies biannually.
3. Implement strategies to reduce long-term pension and other post-employment benefits (i.e. retiree health) liabilities.
4. Focus on grant funding to raise significant resources to implement strategic goals and priority projects
5. Continue to submit and receive the Government Financial Officers Association (GFOA) Awards for Excellence in Financial Reporting and Budget Preparation.

**Honorable Mayor and City Council Members**

Residents of San Fernando

Page 16 of 18

---

**VIII. EMERGENCY PREPAREDNESS: SUPPORTING THE COMMUNITY**

The City of San Fernando is committed to preparing City staff and community members to be safe before, during, and after an emergency or natural disaster, including but not limited to, earthquakes, wildfires, wind events, extreme heat, floods, and pandemics. Effective emergency management requires adequate training and preparation before an emergency, decisive action and coordination during the response, leveraging resources during the recovery, and providing timely information and clear communication throughout:

1. Continually review and update the Emergency Operations Plan, including providing Emergency Operations Center training to City staff and emergency response personnel to ensure effective inter-department and inter-agency coordination during an emergency response. Increase capability to disseminate timely and relevant information to the community through effective communication channels and community partners.
2. Foster relationships with regional agencies, local businesses, and community based organizations to improve the City's emergency response capacity through partnerships and mutual aid.
3. Increase capability to disseminate timely and relevant information to the community through effective communication channels and community partners.
  - a) Leverage community partnerships to maximize outreach for vaccine distribution, updated health order information, financial programs available to residents and businesses, and available technical/financial assistance programs.
  - b) Utilize emergency communication capability (ALERT San Fernando) appropriately to ensure important information is actively pushed out to the community.
4. Leverage federal, state, and regional resources through the Federal Emergency Management Agency (FEMA), California Office of Emergency Services (CalOES), mutual aid from Los Angeles County and surrounding cities to increase our capacity and ability to effectively prepare, respond, and recover from an emergency.

## **Honorable Mayor and City Council Members**

Residents of San Fernando

Page 17 of 18

---

### **FINANCIAL INFORMATION**

The City maintains its accounting system with due consideration given to the adequacy of internal accounting controls. These controls are designed to provide reasonable, but not absolute, assurance that assets are adequately safeguarded from waste, fraud and inefficient use. The financial records maintained allow for the preparation of financial statements in conformity with Generally Accepted Accounting Principles. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the evaluation of costs and benefits requires estimates and judgments by management.

#### **Significant Financial Events**

The Governmental Accounting Standards Board (GASB) is a private, non-governmental organization that creates accounting reporting standards, or generally accepted accounting principles (GAAP), for state and local governments. Changes in accounting policies issued by the Board, known as GASB Statements, will impact how the City reports and compiles its financial report. During the fiscal year ended June 30, 2023, the City implemented the following new GASB Pronouncement.

##### *GASB Statement No. 96 – Subscription-based Information Technology Arrangements*

The requirements of this Statement will improve financial reporting by establishing a definition for Subscription-based Information Technology Arrangements (SBITAs) and providing uniform guidance for accounting and financial reporting for transactions that meet that definition. That definition and uniform guidance will result in greater consistency in practice. Establishing the capitalization criteria for implementation costs also will reduce diversity and improve comparability in financial reporting by governments. This Statement also will enhance the relevance and reliability of the City's financial statements by requiring the City to report a subscription asset and subscription liability for a SBITA and to disclose essential information about the arrangement. The disclosures will allow users to understand the scale and important aspects of the SBITA activities and evaluate those obligations and assets resulting from SBITAs.

The new guidance is effective for fiscal years beginning after June 30, 2023.

### **OTHER INFORMATION**

#### **Government Finance Officers Association Certificate of Achievement Award**

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of San Fernando for its comprehensive annual financial report for the fiscal year ended June 30, 2022. This was the 39th consecutive year that the City has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and all applicable legal requirements.

**Honorable Mayor and City Council Members**

Residents of San Fernando

Page 18 of 18

---

A Certificate of Achievement is valid for a period of one year only. The City believes that the current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and will submit it to the GFOA to determine its eligibility for the 2023 certification.

**Acknowledgments**

The preparation of the Annual Comprehensive Financial Report on a timely basis was made possible by the dedicated service of the Finance Department staff. This report would not have been accomplished without their support and without the dedication of the audit firm Van Lant & Fankhanel, LLP. Each contributing member of the City staff has my sincere appreciation for the contributions made in the preparation of this report. I would also like to thank the members of the current City Council for their interest and commitment to conducting the financial operations of the City in a responsible and fiscally prudent manner and setting a course for the City that is both progressive and positive.

Respectfully Submitted,



Erica D. Melton  
Director of Finance/City Treasurer

THE CITY OF  
**SAN FERNANDO**

## DIRECTORY OF OFFICIALS

FISCAL YEAR 2022-2023

### ELECTED OFFICIALS

#### CITY COUNCIL

##### MAYOR

CELESTE T. RODRIGUEZ

##### VICE MAYOR

MARY MENDOZA

##### COUNCILMEMBERS

JOEL FAJARDO

CINDY MONTAÑEZ

MARY SOLORIO

### EXECUTIVE MANAGEMENT

CITY MANAGER

NICK KIMBALL

DEPUTY CITY MANAGER/ECONOMIC DEVELOPMENT KANIKA KITH

CHIEF OF POLICE

FABIAN VALDEZ

CITY CLERK

JULIA FRITZ

DIRECTOR OF COMMUNITY DEVELOPMENT

VACANT

DIRECTOR OF FINANCE/CITY TREASURER

ERICA D. MELTON

DIRECTOR OF PUBLIC WORKS

VACANT

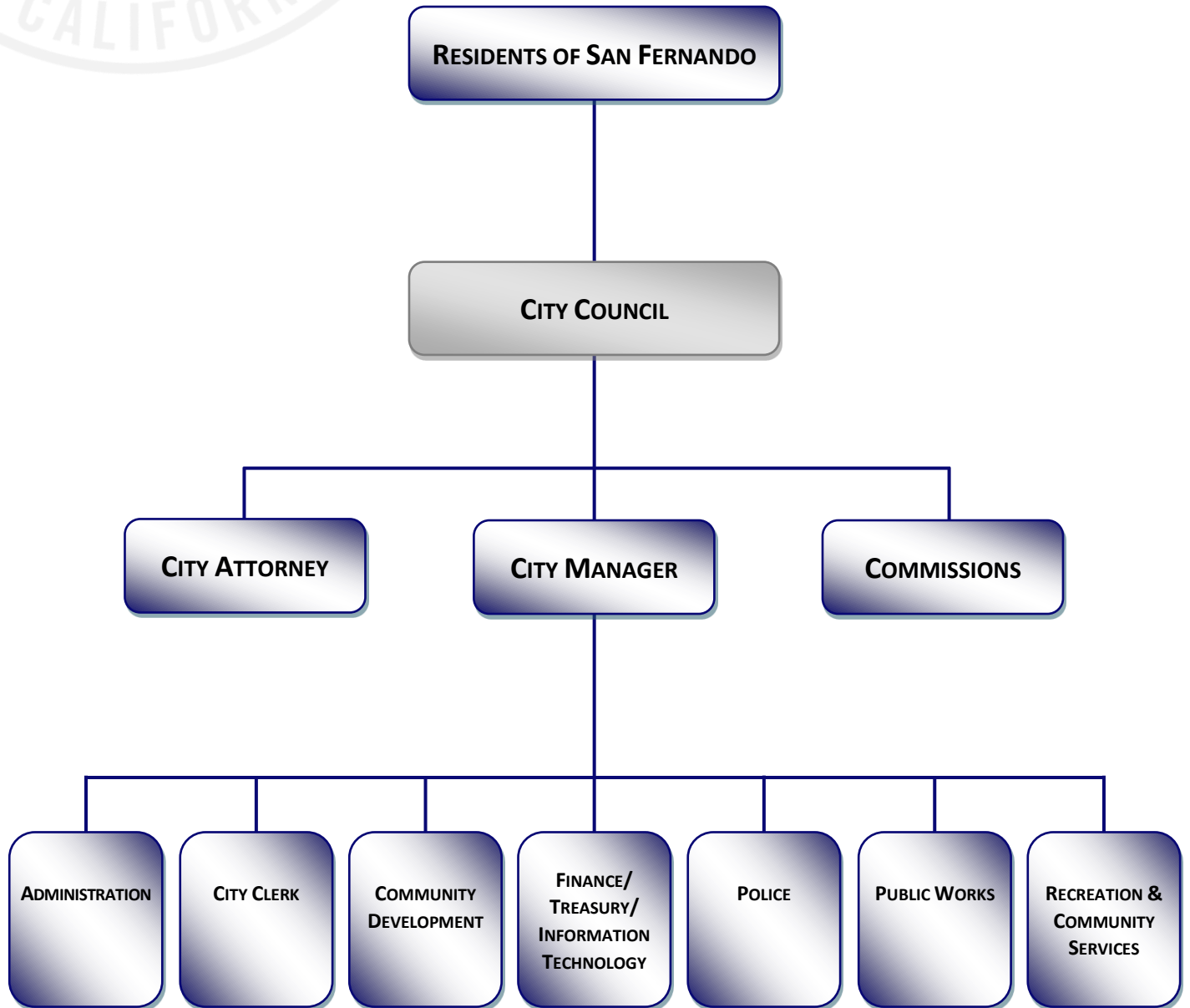
DIRECTOR OF RECREATION AND  
COMMUNITY SERVICES

JULIAN J. VENEGAS

# THE CITY OF SAN FERNANDO

## ORGANIZATIONAL CHART

FISCAL YEAR 2022-2023



ELECTED  
OFFICIAL





Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**City of San Fernando  
California**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

June 30, 2022

*Christopher P. Morill*

Executive Director/CEO

## **FINANCIAL SECTION**



## **Independent Auditor's Report**

The Honorable City Council  
City of San Fernando, California

### **Report on the Financial Statements**

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of San Fernando (City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, business-type activities each major fund, and the aggregate remaining fund information of the City of San Fernando, as of June 30, 2023, and the respective changes in financial position, and, where applicable, cashflows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and

---

**Van Lant & Fankhanel, LLP**

29970 Technology Drive, Suite 105 A  
Murrieta, CA 92563  
909.856.6879

therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining statements and budget schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and

was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements, as listed in the table of contents, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Information***

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated February 28, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Van Lant & Fankhaed, LLP". The signature is written in a cursive, flowing style.

February 28, 2024

**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

This section of the Annual Comprehensive Financial Report provides a narrative overview and analysis of the financial activities of the City of San Fernando (City) for the fiscal year ended June 30, 2023. As management of the City, we encourage readers to consider the information presented here in conjunction with additional information we have furnished in our letter of transmittal, which can be found beginning on pages i - xii, and the City's financial statements beginning on page 39.

**FINANCIAL HIGHLIGHTS**

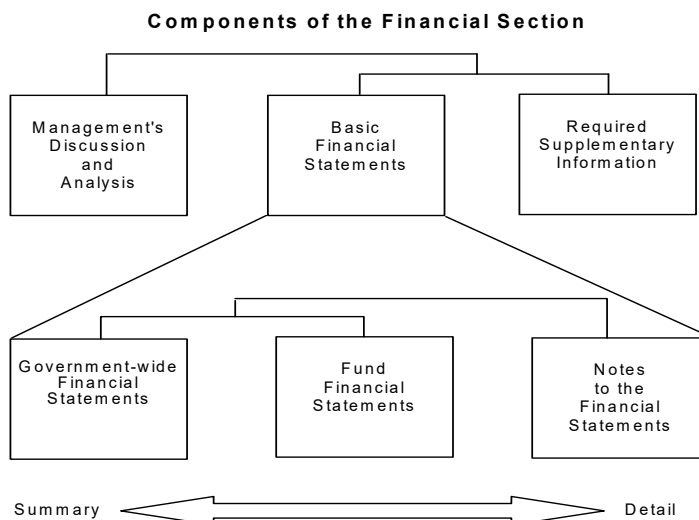
The following are some key financial highlights for the fiscal year ending June 30, 2023:

- ↑ The City's total net position increased from \$8,536,951 as of June 30, 2022 to \$14,392,968 as of June 30, 2023 for a total increase of \$5,855,996 or 68.22%. Additional information on the increase in net position is discussed in more detail in the Government-wide Financial Analysis beginning on page 6.
- ↓ The City's total unrestricted net position grew from (\$78,309,011) at June 30, 2022 to (\$88,785,529) at June 30, 2023 for a total decline of \$10,476,534, or 13.38%.
- ↓ The City's total fund balances for governmental funds decreased from \$38,988,537 as of June 30, 2022 to \$24,773,307 as of June 30, 2023 for a total decrease of \$14,215,239 or 36.46%.
- ↑ The total fund balance for the General Fund increased from \$10,231,040 as of June 30, 2022 to \$10,282,877 as of June 30, 2023 for a total increase of \$51,836 or 0.51%. Fund balance is classified per GASB Statement No. 54 as Nonspendable: \$33,955 and Unassigned: \$10,248,922. Additional information on fund balances is located in Note 1.
- ↓ The combined fund balance for the City's other governmental funds, excluding the General Fund, decreased from \$28,757,497 as of June 30, 2022 to \$14,490,430 as of June 30, 2023 for a total decrease of \$14,267,075, or 49.61%.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

This annual report consists of four parts: 1) Management's Discussion and Analysis, 2) the basic financial statements, 3) required supplementary information, and 4) *optional* combining statements for non-major governmental funds.

The City's basic financial statements are comprised of three components: 1) Government-wide Financial Statements 2) Fund Financial Statements and 3) Notes to the Financial Statements.



**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

---

**Government-wide Financial Statements**

The Government-wide Financial Statements are designed to present financial information about the City as a whole in a manner similar to a private-sector business, including the use of accrual-based accounting to recognize revenues and expenses. *Governmental activities*, which are principally supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely primarily on user fees and charges to fund operations. *Governmental activities* include those traditionally associated with local government, such as public safety, public works, community development, recreation, and general government (administrative) functions. *Business-type activities* include the City's water and wastewater utility operations and Compressed Natural Gas (CNG) fueling station.

The Statement of Net Position presents information on all of the City's assets, including capital assets, and all related current liabilities and long-term obligations. The difference between total assets and total liabilities is presented as net position, which serves as a measure of the financial health of the City. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. Decreases in net position are presented as "Expenses;" increases in net position are presented as "Revenues." Revenues directly attributable to a particular function within the City are presented as "Program Revenues." Tax revenues, including those restricted to a particular program function, are reported as "General Revenues" unless specifically required to be reported as program revenues.

All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only affect cash flows in future fiscal periods (e.g., revenues pertaining to uncollected taxes, or expenses pertaining to earned, but unused, vacation and sick leave).

The government-wide financial statements include the City (known as the primary government) and the San Fernando Public Financing Authority, which is a legally separate entity. The City is financially accountable for this entity and financial information for this blended component unit is reported within the financial information presented for the primary government itself.

The government-wide financial statements can be found beginning on page 23 of this report.

**Fund Financial Statements**

The City, like other state and local governments, uses fund accounting for recording its financial activities. In general, fund accounting provides a mechanism to separately account for a variety of different funding sources and enables the City to demonstrate compliance with legal and/or contractual requirements that may be associated with these funds. Thus, the accompanying fund financial statements present individual funds organized into one of three categories: Governmental, Proprietary, or Fiduciary Funds. Note that the fund financial statements only present information on the most significant (i.e. "major") funds on the face of the statements. Nonmajor funds are grouped and presented in total on the face of the statements. In addition, the fund financial statements include a schedule that reconciles the fund financial statements to the government-wide financial statements. This is designed to explain the differences created by the integrated approach to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. Most of the City's basic services are reported in governmental funds. Governmental funds include the General Fund, Special Revenue, Capital Projects, and Debt Service funds. In the fund financial statements, all governmental fund types are reported using the modified accrual basis of accounting, whereby revenues are generally recognized when measurable and available to finance current operating costs, and expenditures are recognized when the related liability is incurred. In addition, the focus is on inflow (revenues) and outflow (expenditures) of the current period. As such, the balance sheets of governmental funds are intended to present only short-term assets and liabilities.

The fund financial statements include separate columns, by fund type, for all "Major" governmental funds of the City. All "Nonmajor" governmental funds are consolidated into a single column labeled "Other Governmental

**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

---

**Fund Financial Statements (cont.)**

Funds.” The details of these funds are included in the Combining and Individual Fund Statements and schedules located in the supplementary information section of this report on pages 76-110.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City’s near-term financial decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains 30 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, Retirement Tax Fund and Capital Grants. Data from the other 27 governmental funds are combined into a single, aggregated presentation of “Other Governmental Funds.” Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements* in the *non-major governmental funds supplementary information* section of this report.

The City adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate its compliance with this budget.

*Proprietary Funds.* Proprietary funds are used to account for services provided to external customers or other City departments and funds that are primarily funded from user fees and charges. Proprietary funds use the accrual basis of accounting and measure the balance and change in *total economic* resources. Accordingly, balance sheets of proprietary funds include all assets and liabilities, including long-term receivables, capital assets, and long-term liabilities. The basis of accounting and measurement focus used to prepare proprietary fund statements is the same that is used to prepare the government-wide statements. Thus, proprietary fund statements provide the same, but more detailed, information about these funds, which are included in the “Business-Type Activity” column of the government-wide statements.

The City maintains two different types of proprietary funds: *Enterprise and Internal Service*.

- *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide financial statements. The City currently uses enterprise funds to account for the following activities: 1) water operations, 2) sewer operations, 3) compressed natural gas (CNG) fueling station operations, and 4) refuse operations.
- *Internal Service funds* are used by the City to account for its intra-city services. The City currently uses three internal service funds: 1) Equipment Maintenance and Replacement Fund, 2) Facility Maintenance Fund and 3) Self Insurance Fund.

Because internal service funds predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements. Internal service funds are combined into a single, aggregated presentation in the proprietary funds financial statements. Individual fund data for the internal service funds is provided in the form of *combining statements* in the supplementary information section.

The basic proprietary fund financial statements can be found beginning on page 32 of this report.

*Fiduciary Funds.* Fiduciary funds are used to account for resources held by the City as trustee on behalf of other agencies or individuals. Fiduciary funds are *not* presented in the accompanying government-wide financial statements since the resources of those funds are *not* available to support the City’s programs. The basis of accounting used for the fiduciary funds is similar to what is used for the proprietary funds. The fiduciary funds financial statements are located in the basic financial statements section of this report.



**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

---

**Fund Financial Statements (cont.)**

The City uses fiduciary funds to account for the activities of the Successor Agency to the San Fernando Redevelopment Agency and one other small agency fund where the City serves as custodian.

**Notes to Basic Financial Statements**

The notes to basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found beginning on page 34 of this report.

**Other Information**

In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* beginning on page 85 of this report. This section includes a comparison of budgeted to actual results for the general and major special revenue funds.

The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following *the required supplementary information*. Combining and individual fund statements and schedules can be found beginning on page 76 of this report.

**Government-wide Financial Analysis**

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of the City's financial position. In fiscal year 2022-2023, the City's net position increased from \$8,536,951 as of June 30, 2022 to \$14,392,968 as of June 30, 2023 for a total increase of \$5,855,996 or 68.60%.

Total assets increased by \$15,786,340 or 12.17% due primarily to increased Grants and Capital Assets. The increase in Grant funding is attributable to significant efforts and coordination of City Staff, as directed by the City Council Strategic Priorities and reinforced via the approved City Legislative Platform. The combination of priorities and platform have enabled City staff to formalize appropriation requests to state and federal legislators to secure financial support for City programs and initiatives while building partnerships with other federal and state government entities. Much of the grant-funded areas have focused on capital projects, which has concurrently led to significant enhancements in value to City-wide capital assets.

Total liabilities also decreased during the fiscal year by \$19,621,853 or 14.44% from the prior year due to significant declines in the City's long-term liabilities; refer to Note 7. Additional information related to the City's pension benefits/liability and Other Post-Employment Benefits (OPEB) benefits/liability can be found in Notes 8 and 9, respectively.

The largest portion of the City's net position, \$79,192,763 reflects its investment in capital assets (e.g., land, buildings, infrastructure, machinery and equipment, etc.) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

A portion of the City's net position, \$23,985,734 represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position, if any, may be used to meet the government's ongoing obligations to citizens and creditors.

As of June 30, 2023, the City is reporting positive net positions balances in only two categories: 1) Net Investment in Capital Assets, and 2) Restricted; the City's government-wide unrestricted net position reflects a deficit of \$88,785,529. This large deficit is the result of long-term liabilities, most notably, pension and OPEB liabilities as detailed in Notes 7, 8 and 9.

**CITY OF SAN FERNANDO**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2023**

**Government-wide Financial Analysis (cont.)**

The following table summarizes the Statement of Net Position for Governmental and Business-Type Activities for the fiscal year ended June 30, 2023, with comparative totals for the fiscal year ended June 30, 2022.

**Summary of Net Position**

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total</u>	
	2023	2022	2023	2022	2023	2022
Assets:						
Current and other assets	\$ 53,191,569	\$ 55,513,453	\$ 9,875,409	\$ 11,836,450	\$ 63,066,978	\$ 67,349,903
Capital assets	66,052,260	47,191,501	16,391,881	15,183,375	82,444,141	62,374,876
Total assets	119,243,829	102,704,954	26,267,290	27,019,825	145,511,119	129,724,779
Deferred Outflows of Resources:	31,687,884	43,586,827	4,738,991	7,453,296	36,426,875	51,040,123
Liabilities:						
Current and other liabilities	16,161,634	12,869,195	2,301,902	1,954,003	18,463,536	14,823,198
Long-term liabilities	85,374,305	104,494,256	12,400,194	16,542,434	97,774,499	121,036,690
Total liabilities	101,535,939	117,363,451	14,702,096	18,496,437	116,238,035	135,859,888
Deferred Inflows of Resources:	44,999,393	30,941,667	6,307,598	5,426,376	51,306,991	36,368,043
Net position:						
Net Investment in Capital Assets	63,770,882	40,754,134	15,421,881	13,946,274	79,192,763	54,700,408
Nonspendable	-	-	-	-	-	-
Restricted	23,985,734	32,145,559	-	-	23,985,734	32,145,559
Unrestricted	(83,360,235)	(74,913,031)	(5,425,294)	(3,395,964)	(88,785,529)	(78,308,995)
Total net position	\$ 4,396,381	\$ (2,013,338)	\$ 9,996,587	\$ 10,550,310	\$ 14,392,968	\$ 8,536,972

Statement of Activities

As previously discussed, the Statement of Net Position provides a measure of the financial health of an entity at a specific date in time (i.e. year-end). In contrast, the Statement of Activities provides details of how net position changed from the prior year. Generally, it indicates whether the financial health of the City as a whole is better at June 30, 2023, in relation to a year earlier.

The City's total net position increased from \$8,536,951 as of June 30, 2022 to \$14,392,968 as of June 30, 2023 for a total increase of \$5,855,996 or 68.60%. Key elements of this increase are as follows:

- ❖ Net position of governmental activities increased from (\$2,013,338) as of June 30, 2022 to \$4,396,381 as of June 30, 2023; a total increase of \$6,409,719. The 318.36% change is primarily attributable to \$9,554,385 growth in capital grants and contributions revenue.

**CITY OF SAN FERNANDO**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2023**

**Government-wide Financial Analysis (cont.)**

- ❖ Net position of business-type activities decreased from \$10,550,310 as of June 30, 2022 to \$9,996,587 as of June 30, 2023; a total decrease of \$553,723 or 5.25%. The decrease is due to investment losses.

The following table summarizes the Statement of Activities for Governmental Activities and Business-Type Activities for the fiscal year ended June 30, 2023, with comparative totals for the fiscal year ended June 30, 2022.

City of San Fernando Government-wide Financial Statements Summary of Activities						
	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
<b>Revenues</b>						
Program revenues						
Charges for services	\$ 3,273,502	\$ 2,405,111	\$ 9,767,925	\$ 9,240,331	\$ 13,041,427	\$ 11,645,442
Operating grants and contributions	9,205,604	6,089,498	-	-	9,205,604	6,089,498
Capital grants and contributions	16,944,785	7,390,400	-	-	16,944,785	7,390,400
General revenues						
Taxes	27,797,731	25,007,455	-	-	27,797,731	25,007,455
Investment loss and other	143,115	20,331	109,415	(425,637)	252,530	(405,306)
<b>Total revenue</b>	<b>57,364,737</b>	<b>40,912,795</b>	<b>9,877,340</b>	<b>8,814,694</b>	<b>67,242,077</b>	<b>49,727,489</b>
<b>Expenses</b>						
General government	8,535,396	11,508,546	-	-	8,535,396	11,508,546
Public safety	23,133,497	20,651,820	-	-	23,133,497	20,651,820
Community development	1,450,838	3,047,990	-	-	1,450,838	3,047,990
Public works	6,732,859	2,872,863	-	-	6,732,859	2,872,863
Parks and recreation	3,039,015	2,134,123	-	-	3,039,015	2,134,123
Capital Outlay	-	-	-	-	-	-
Interest and fiscal charges	817,025	417,763	-	-	817,025	417,763
Water operations	-	-	7,102,186	6,855,816	7,102,186	6,855,816
Sewer operations	-	-	2,602,834	5,312,532	2,602,834	5,312,532
CNG operations	-	-	496,035	164,488	496,035	164,488
Refuse operations	-	-	10,000	3,403	10,000	3,403
<b>Total expenses</b>	<b>43,708,630</b>	<b>40,633,105</b>	<b>10,211,055</b>	<b>12,336,239</b>	<b>53,919,685</b>	<b>52,969,344</b>
Excess or (Deficiency) before transfers	13,656,107	279,690	(333,715)	(3,521,545)	13,322,392	(3,241,855)
Transfers In (Out)	220,008	161,023	(220,008)	(161,023)	-	-
Change in Net Position	13,876,115	440,713	(553,723)	(3,682,568)	13,322,392	(3,241,855)
Net position – beginning	(2,013,344)	(2,454,057)	10,550,310	14,232,878	8,536,966	11,778,821
Prior Period Adjustment	(7,466,390)	-	-	-	(7,466,390)	-
Net position – ending	\$ 4,396,381	\$ (2,013,344)	\$ 9,996,587	\$ 10,550,310	\$ 14,392,968	\$ 8,536,966

**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

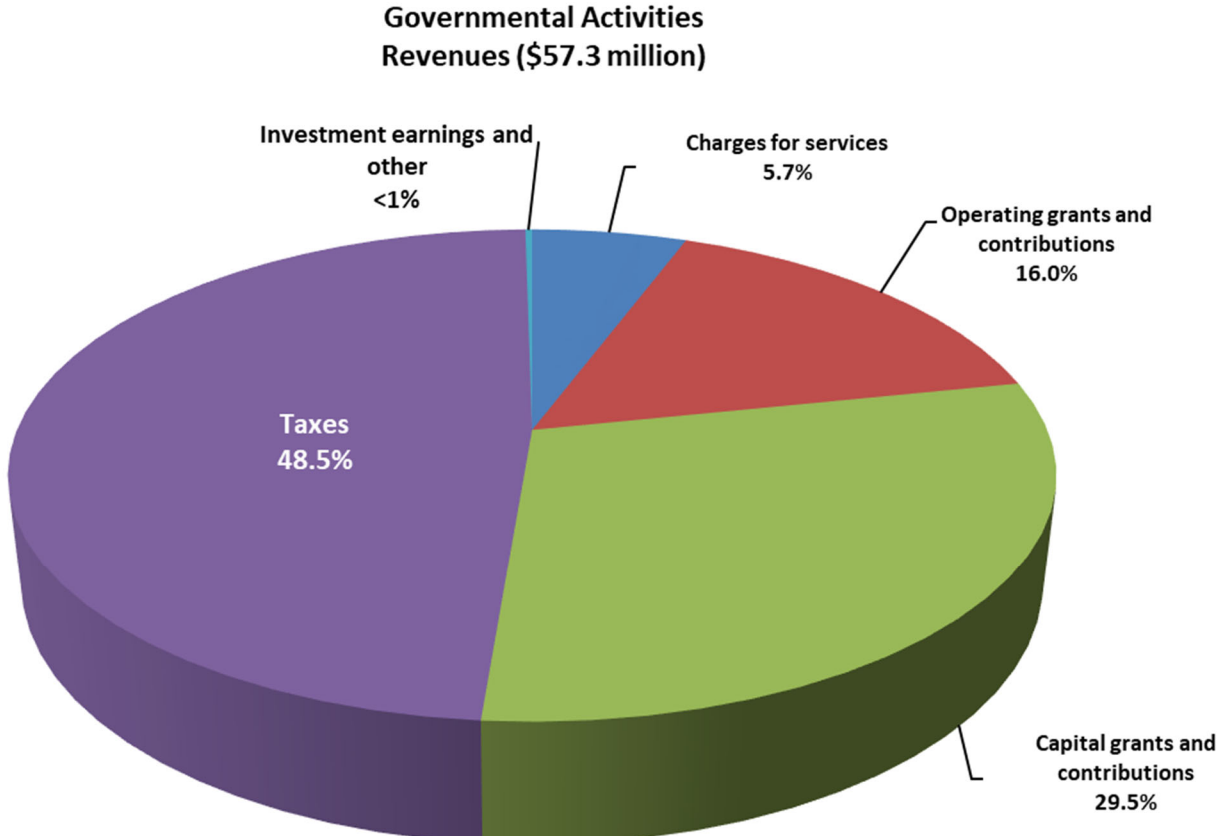
**Government-wide Financial Analysis (cont.)**

*Revenue Highlights*

Total governmental activities revenues were \$57,364,737; an increase of \$16,451,942 or 40.21% from 2022. The largest component of governmental activities' revenue are taxes, which generate \$27,797,731 making up 48.46% of total governmental activities' revenues. This is consistent with the nature and purpose of governmental funds, particularly the General Fund, where programs are largely supported by general taxes. The highest tax revenues received by the General Fund include Property Tax (\$12.7 million), Sales and Use Tax (\$12.0 million), and Business License Tax (\$1.8 million). Some key changes in revenues include:

- Property tax revenue increased by \$2,459,661 or 24.12% compared to the prior year. Property tax revenue had shown a significant growth due to assessment value increases in part due to commercial property changes in ownership as well as residential home improvements.
- Sales and Use tax revenue increased by \$123,271 or 1.03% compared to the prior year. Sales taxes have been demonstrating accelerated post-COVID growth but have now stabilized.
- While business license revenue is sensitive to economic conditions, 2023 demonstrated continued business recovery with an increase \$145,865 or 8.74% growth compared to the prior year.

The governmental activities pie chart below illustrates operating revenues by source (excluding transfers). Taxes, which include sales and use, property, motor vehicle license, business and other taxes are general revenues used to support overall government functions. These sources account for approximately 49% of total governmental revenue. Charges for services make up 6% of revenues while operating and capital grants and contributions amount to 30% of total governmental revenues.



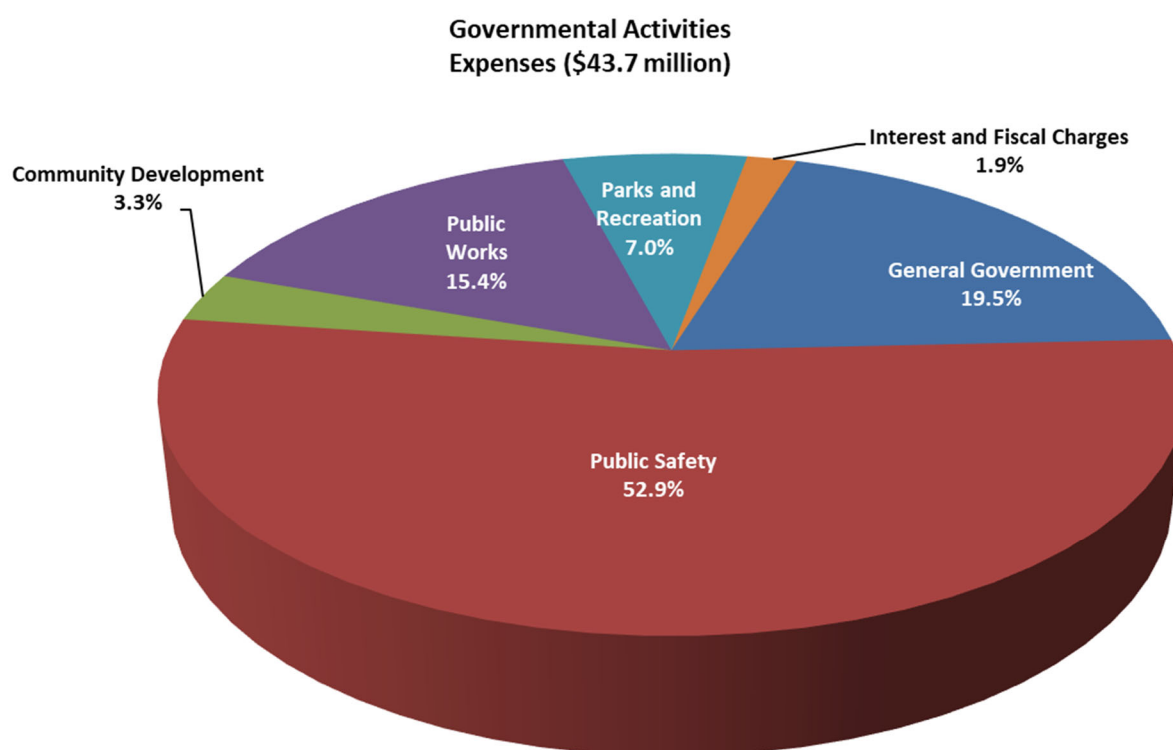
**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

---

**Governmental Activities (cont.)**

*Expense Highlights*

Functional expenses for fiscal year 2022-2023 governmental activities totaled \$43,708,630, an increase of \$3,075,525 or 7.6% from the prior year. Public Safety activities, consisting of the San Fernando Police Department and Fire Services contract with the Los Angeles Fire Department, accounted for approximately \$23.1 million (53%) and Public Works activities accounted for approximately \$6.7 million (15%) of the total expenses in the governmental funds. General Government expenses (including City Council, City Manager, City Clerk, Information Technology, Finance, Human Resources, and City Attorney contract) also accounted for approximately \$8.5 million (20%) of total expenses. Community Development (\$1.5 million), and Recreation and Community Services (\$3.0 million) account for the remaining 10% of expenses.



**Business-Type Activities**

The net position of business-type activities decreased from \$14,232,878 as of June 30, 2022 to \$10,550,310 as of June 30, 2023; a total decrease of \$3,682,568, or 25.87%. A water and sewer rate study was last completed in 2019 and new rates were effective on January 1, 2020. While revenue increased \$527,954 or 5.4% over the prior year due to an updated rate schedule that ensures that fees charged to customers are sufficient to meet the cost of operating the water and sewer system, these increases were offset by increased expenditures for capital costs to replace aging water and sewer main lines. With 2023-2024 being the last year of the current rate schedule, a new water and sewer rate study is being planned for 2024-2025.

The City's Water Utility and Sewer/Wastewater operations are the two largest business-type operations, with charges for service being the primary funding source. The Summary of Activities chart presented on page 14 shows a comparison of program revenues to expenses to prior year for each of the City's business-type activities.

**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

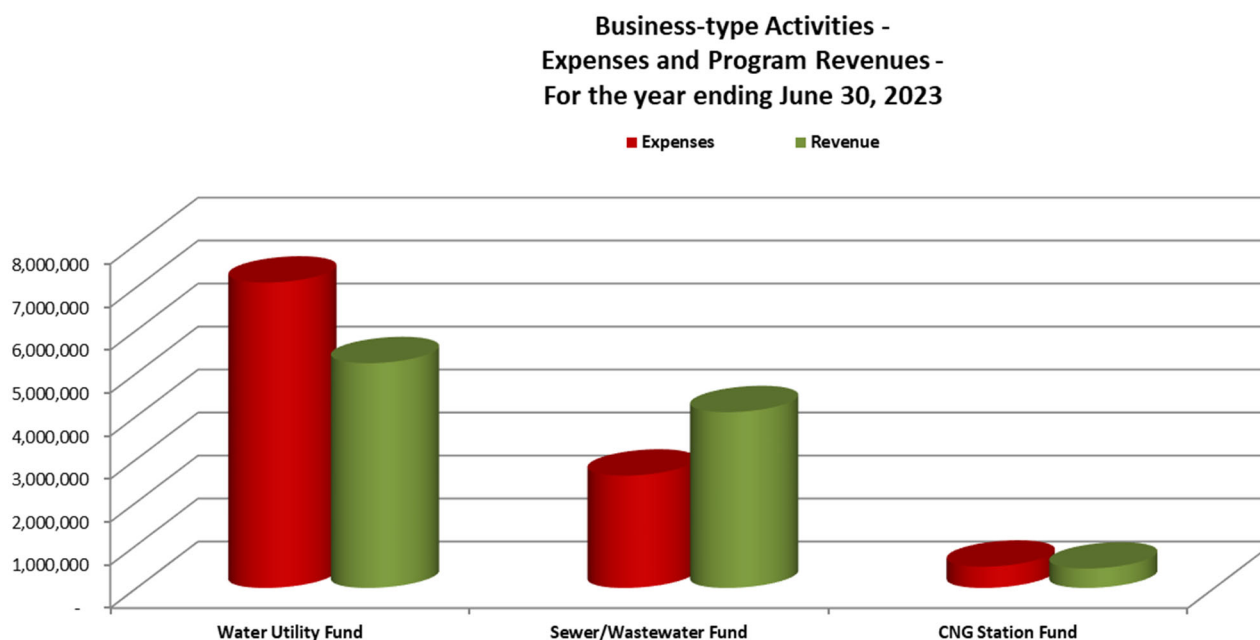
**Business-Type Activities (cont.)**

*Revenue Highlights*

Program revenues for the fiscal year ended June 30, 2023 were approximately \$9.8 million; an increase of \$527,594 or 5.71%, from 2022. Increases are attributable to incremental escalations over the life of the current rate schedule. Overall revenues increased by \$1,062,646 or 12.06% as a result of program revenues coupled with investment gains.

*Expense Highlights*

Total expenses for the fiscal year ended June 30, 2023 were approximately \$10.2 million, a decrease of \$2,125,184 or 17.23%, from 2022. The City's water and wastewater (sewer) infrastructure is aging and many sections are in need of replacement. Many of the significant emergency capital expenditures to repair collapsed water and sewer main lines were initiated in the prior year, with several projects nearing completion.



**GOVERNMENTAL FUNDS FINANCIAL ANALYSIS**

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental Funds.** The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information may be useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

The combined ending fund balances in the City's governmental funds decreased from \$38,988,546 as of June 30, 2022 to \$24,773,307 as of June 30, 2023; a total decrease of \$14,215,239 or 36.46%. The City's governmental funds report an *unassigned* fund balance of \$794,436, which is a \$9,110,835 or 91.98% decrease from June 30, 2022.

**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

**GOVERNMENTAL FUNDS FINANCIAL ANALYSIS (cont.)**

The remainder of the fund balance is either nonspendable or restricted to indicate that it is not available for new spending because it has already been reserved for the following:

- 1) \$34,850 for prepaid items;
- 2) \$23,944,021 restricted for transportation, housing, air pollution, parks and recreation, public safety, community development and retirement.

**Summary of Governmental Funds  
Balance Sheet**

	2023	2022
Assets:		
Cash and Investments	\$ 30,878,502	\$ 41,919,444
Other assets	27,614,861	13,892,409
Total assets	58,493,363	55,811,853
Liabilities:		
Accounts Payable	8,805,321	4,733,945
Other liabilities	12,069,969	7,689,631
Total liabilities	20,875,290	12,423,576
Total deferred Inflows of Resources	12,844,766	4,399,731
Fund balances:		
Nonspendable	34,850	7,384
Restricted	23,944,021	29,075,891
Unassigned	794,436	9,905,271
Total fund balances	\$ 24,773,307	\$ 38,988,546
<b>Total Fund Bal - Excluding GF</b>	<b>\$ 14,490,430</b>	<b>28,757,505</b>

The following is a summary of significant changes to fund balance in the major governmental funds.

**General Fund.** The General Fund is the chief operating fund of the City. The General Fund's fund balance decreased only slightly from \$10,231,041 as of June 30, 2022 to \$10,282,877 as of June 30, 2023; a total increase \$51,836. This nominal impact is highlighted as the fund balance was projected lower at \$7.5M due to adjusted FY2022-2023 expenditures which included an unanticipated \$2.5M in additional appropriations towards the Police Department HVAC Facility project. Higher than expected revenues offset the adjusted budget in addition to total actual expenditures ending under budget. In 2013, San Fernando voters approved a ½-cent local transaction tax (Measure A) for a period of seven years. In 2008, voters approved to extend the tax indefinitely. In November 2020, voters approved an additional 0.25% local transaction tax (Measure SF). The collection of transaction tax revenues has been imperative to the City's deficit elimination plan, in addition to providing a long-term financial stability.

**Retirement Tax Fund.** The Retirement Tax Fund is a special revenue fund used to account for the City's special property tax levy that is restricted to pay City employees' pension obligation to CalPERS. The fund balance increased from \$9,435,544 as of June 30, 2022 to \$10,381,204 as of June 30, 2023; a total increase of \$945,660 or 10.02%. Tax

**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

revenues for the year, increased due to higher assessed values in San Fernando and an increase in employee pension contributions implemented through labor negotiations. Assets in the Retirement Tax fund are restricted to pay the City's long-term pension obligation to CalPERS.

**Capital Grants Fund.** The Capital Grants Fund is a special revenue fund used to account for grants from another governmental agency or other organizations and are restricted for specific capital projects. The fund balance decreased from \$7,340,127 as of June 30, 2022 to a deficit of (\$8,501,762) as of June 30, 2023. In most cases grant agencies issue reimbursable grants, for which this is the case as the City has a significant volume of deferred revenue in process as capital projects are completed. As the City receives more grant funding, a more in-depth grant policy is under development to enhance management and reporting of funds.

**PROPRIETARY FUNDS FINANCIAL ANALYSIS**

Unlike governmental funds, proprietary funds use the accrual basis of accounting for financial statement purposes. Accordingly, information reported for the individual fund statements is very similar to that presented as Business-Type Activities in the government-wide statements. Government-wide reporting requires the inclusion of activities of the City's internal service funds related to proprietary fund activities in the Business-Type Activities. Therefore, the following analysis is very similar to that presented for Business-Type Activities.

**Enterprise Funds.** Total net position decreased from \$10,550,306 as of June 30, 2022 to \$9,996,587 as of June 30, 2023; a total decrease of \$553,719 or 5.25%. The decrease is due to capital project expenditures associated with water treatment system repairs and investment losses.

**Internal Service Funds.** The City's internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. Services provided by internal service funds have been allocated to governmental functions, based on user percentages, in the government-wide financial statements. The City uses internal service funds to account for facility maintenance, vehicle maintenance and replacement, and insurance premiums and claims costs. The total net position of the internal service funds decreased from (\$772,671) as of June 30, 2022 to (\$2,166,154) as of June 30, 2023; for a total decrease of \$1,393,483, or 180.35%. This change was due to a significant increase in claims payable for unresolved liability and workers' compensation claims. The City will be developing a plan to offset current claims liabilities to reduce the deficit in addition to mitigating future risks.

**GENERAL FUND BUDGETARY HIGHLIGHTS**

The General Fund is the main operating fund of the City. Its revenues are primarily derived from taxes and charges for services, which are used to pay for the traditional services provided by local government - public safety, parks and recreation, community development (building and planning), and public works.

**Revenues.** Actual General Fund revenues were \$25,353,528 in Fiscal Year 2022-2023, compared to the \$23,400,098 final budget; a difference of \$1,953,430, or 8.35%. The difference is predominately due to additional sales and use tax, business license tax and property tax revenue.

Summary of General Fund Expenditures				
Budget and Actual				
June 30, 2023				
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive(Negative)
	Original	Final		
<b>REVENUES</b>				
Taxes	\$ 17,957,820	\$ 18,103,878	\$ 20,049,742	\$ 1,945,864
Licenses and Permits	360,700	360,700	477,454	116,754
Charges for Services	781,774	781,774	665,499	(116,275)
Fines and Forfeitures	465,600	465,600	418,240	(47,360)
Investment Earnings	608,589	608,589	557,907	(50,682)
Intergovernmental	3,036,557	3,036,557	3,123,012	86,455
Other	43,000	43,000	61,674	18,674
Total Revenues	23,254,040	23,400,098	25,353,528	1,953,430



**CITY OF SAN FERNANDO**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2023**

**GENERAL FUND BUDGETARY HIGHLIGHTS (cont.)**

*Expenditures.* Actual General Fund expenditures were \$22,713,498 in Fiscal Year 2022-2023, compared to the \$23,699,251 final budget; a difference of \$985,753 or 4.16%. The variance is a result of continued prudent financial decisions to contain costs while maintaining core services.

**Summary of General Fund Expenditures**  
**Budget and Actual**  
**June 30, 2023**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive(Negative)
<b>EXPENDITURES</b>				
Current:				
General Government:				
City Council	179,000	179,000	162,770	16,230
Administration	492,350	492,350	515,830	(23,480)
Personnel	403,205	403,205	376,507	26,698
City Attorney	153,914	430,792	476,414	(45,622)
City Clerk	271,828	271,828	258,560	13,268
Elections	61,641	61,641	38,678	22,963
Financial Management	711,617	711,617	684,654	26,963
Information Technology	519,271	519,839	365,113	154,726
Retirement and Nondepartmental	1,608,088	1,435,795	908,851	526,944
Public Safety:				
Police	10,268,099	10,279,008	10,870,792	(591,784)
Fire	3,150,000	3,062,793	3,062,793	-
Community Development	1,675,707	1,744,578	1,292,723	451,855
Public Works	2,297,295	2,371,202	2,014,085	357,117
Parks and Recreation	1,709,930	1,710,961	1,656,096	54,865
Capital Outlay	-	-	4,990	(4,990)
Debt Service	-	24,642	24,642	-
Total Expenditures	23,501,945	23,699,251	22,713,498	985,753
Excess (Deficiency) of Revenues over Expenditures	(247,905)	(299,153)	2,640,030	2,939,183
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers In	520,000	520,000	520,000	-
Transfers Out	(281,333)	(3,309,885)	(3,108,194)	201,691
Total Other Financing Sources (Uses)	238,667	(2,789,885)	(2,588,194)	201,691
Net Change in Fund Balances	(9,238)	(3,089,038)	51,836	3,140,874
Fund Balance, Beginning of Year	10,231,041	10,231,041	10,231,041	-
Fund Balance, End of Year	\$ 10,221,803	\$ 7,142,003	\$ 10,282,877	\$ 3,140,874

**CITY OF SAN FERNANDO**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**JUNE 30, 2023**

**CAPITAL ASSET AND DEBT ADMINISTRATION**

**Capital Assets.** The City's investment in capital assets for its governmental activities, net of accumulated depreciation, amounts to \$66,052,260 as of June 30, 2022. This investment in capital assets includes land, buildings, improvements other than building, infrastructure (roads, sidewalks, streetlights, etc.), and machinery and equipment. The total change in the City's investment in capital assets through June 30, 2022 was \$18,860,758 due to street, facility, water and other capital improvements completed during the year. Additional information on the City's capital assets can be found in Note 4 to the basic financial statements on pages 49-50 of this report.

**Capital Assets (Note 4)**  
**Net of Accumulated Depreciation**  
**June 30, 2022**

	Governmental Activities	Business-type Activities	Total
Capital assets not being depreciated	\$ 24,669,914	\$ 2,266,933	\$ 26,936,847
Capital assets being depreciated	113,215,230	43,499,550	156,714,780
Less accumulated depreciation	(71,832,884)	(29,374,602)	(101,207,486)
<b>Net Capital Assets</b>	<b>\$ 66,052,260</b>	<b>\$ 16,391,881</b>	<b>\$ 82,444,141</b>

Major capital asset events during the current fiscal year included the following:

- *Governmental activities:* Capital asset additions in governmental activities include completion of various street and facility improvement projects.
- *Business-type activities:* Capital asset additions related to the water and sewer operations include: various water and sewer main replacements.

**Debt Administration.** Long-term debts for Governmental Activities decreased from \$107,980,955 as of June 30, 2022 to \$88,879,403 as of June 30, 2023; a total decrease of \$19,101,552 or 17.69%. Total long-term debts in governmental and business activities consist of the following:

**Long-Term Liabilities (Note 6)**  
**June 30, 2022**

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
<b>Governmental Activities:</b>					
2016 Installment Sale Agreement	\$ 2,285,000	\$ -	\$ (95,000)	\$ 2,190,000	\$ 100,000
Premium	97,089	-	(5,711)	91,378	5,711
Loans payable from Direct Borrowing:					
Radio Equipment Purchase	563,807	-	(563,807)	-	-
Pension Obligation Bonds					
Series 2021A	30,540,000	-	(1,030,000)	29,510,000	1,035,000
Claims Payable	3,452,690	5,500,411	(3,807,904)	5,145,197	1,552,825
Insurance Assessment Payable	405,285	-	(81,057)	324,228	81,057
Compensated Absences	1,559,304	993,639	(911,318)	1,641,625	730,505
Net Pension Liability (Note 7)	27,937,799	-	(10,468,126)	17,469,673	-
Net OPEB Liability (Note 8)	41,139,981	-	(8,632,679)	32,507,302	-
<b>Total</b>	<b>\$ 107,980,955</b>	<b>\$ 6,494,050</b>	<b>\$ (25,595,602)</b>	<b>\$ 88,879,403</b>	<b>\$ 3,505,098</b>
<b>Business-type Activities:</b>					
Compensated Absences	\$ 232,999	\$ 135,496	\$ (144,638)	\$ 223,857	\$ 124,755
Net Pension Liability (Note 7)	4,911,939	-	(2,143,662)	2,768,277	-
Net OPEB Liability (Note 8)	6,147,353	-	(1,714,538)	4,432,815	-
Loan Payable from Direct Borrowing:					
Radio Equipment Purchase	102,636	-	(102,636)	-	-
2020 Installment Sale Agreement	1,100,000	-	(130,000)	970,000	130,000
Pension Obligation Bonds					
Series 2021B	4,560,000	-	(150,000)	4,410,000	150,000
<b>Total</b>	<b>\$ 17,054,927</b>	<b>\$ 135,496</b>	<b>\$ (4,385,474)</b>	<b>\$ 12,804,949</b>	<b>\$ 404,755</b>

**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

---

**CAPITAL ASSET AND DEBT ADMINISTRATION (cont.)**

State statutes limit the amount of general obligation debt a governmental entity may issue to fifteen percent (15%) of its adjusted assessed valuation. The City's total assessed valuation in fiscal year 2022-2023 was \$2,395,190,428. The adjusted assessed valuation (i.e. to account for a change in valuation methodology since the legal debt limit was enacted by the state) is \$598,797,607. Therefore, the legal debt margin is \$89,819,641, which is well in excess of the City's outstanding general obligation debt. Additional information on the City's long-term debt can be found in Note 7 to the basic financial statements on pages 52-56 of this report.

**ECONOMIC FACTORS AND NEXT YEARS BUDGET**

Economy

Prior to the onset of the COVID-19 pandemic in March 2020, the national and state economies were in the midst of the longest recorded economic expansion. The economy had been on a long, slow recovery since the end of the Great Recession in 2009 with strong fundamentals, such as low unemployment, increasing household income and personal consumption, and most stock market indices were at record levels.

This long economic expansion was brought to an abrupt stop in March 2020 as pandemic-induced restrictions led to soaring unemployment and plummeting consumer spending. Governor Newsom officially ended the COVID-19 declared emergency on February 28, 2023. While there has been an economic recovery over the past two years, COVID-19 dramatically altered lives and significantly impacted regional, state, national, and global economies. The actions taken to stabilize the economy throughout the pandemic were unprecedented and will impact global economies for the foreseeable future.

The following analysis of the federal, state and local economic outlooks provide context for the City's revenue projections.

Federal Economy

Inflation and the Federal Reserve's response to it (i.e. seven interest rate increases in 2022) were the focus of economic policy in 2022 as prices increased at a pace not seen since stagflation in the 1970's and 1980's. Conversely, Gross Domestic Product (GDP), which is a measure of output for the US economy, increased by only 1.1% in 2022. GDP is expected to grow by approximately 0.8% in 2023 and 1.5% in 2024, which represents very slow growth, by historical standards.

The U.S. labor market has rebounded from the pandemic as well. The unemployment rate, which was 5.4% in 2021, improved to 3.7% by the end of 2022. Despite very low unemployment, the labor pool in the United States continues to shrink as the trend of more workers leaving the workforce then entering it continues. This has created a tight labor market, resulting in increased salaries for many workers.

Inflation became the main economic headline in 2022 as the Consumer Price Index (CPI) rose significantly again in 2022. CPI hit 8.0% in 2022, which is the highest rate since 1979. Inflation is, effectively, a tax on the economy as consumers have to spend more of their disposable income to buy the same amount, or fewer, goods than in the past. The Federal Reserve has been consistently increasing baseline interest rates to increase the value of money and offset inflation. It remains to be seen how the policy of raising interest rates to curb inflation will impact the economy.

Contrary to the strong performance of U.S. stocks in 2020 and 2021, stock markets in 2022 experienced sizeable losses and increased volatility. This suggests pessimism, or at least significant uncertainty, by investors in the Federal Reserve's ability to curb inflation without pushing the country into a recession.

In summary, the national economy shows some stability, with the U.S. GDP reporting solid growth going into 2023 and the labor market experiencing robust job production and record low unemployment. However, continued high inflation, increasing interest rates, continued supply chain disruptions, and a volatile stock market are signaling an economic slowdown over the next year.

**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

---

**ECONOMIC FACTORS AND NEXT YEARS BUDGET (cont.)**

State Economy

California's economy has significantly recovered from the pandemic-induced downturn as many economic indicators are back to their pre-pandemic levels. The focus of California economic policy makers will be the effects of Federal Reserve policy, inflation, and supply chain instability on the California economy. Throughout the pandemic, California experienced its first recorded decline in population since recording began over 100 years ago. This trend continued in 2022 as an additional 210,000 residents left the state. Continued population declines could have long-term implications for California's economic vitality.

Housing affordability continues to be an ongoing public policy challenge and is the primary issue driving the California population flight. California's housing market remains significantly more expensive compared to housing markets throughout much of the United States. California's continued recovery in the years to come will depend on a variety of factors including national and state economic policy and new developments related to the pandemic. Additionally, the housing market, relocation of businesses to other states, and relatively high degree of income inequality, pose continuing challenges for the state.

Although the employment situation in California continued to improve in 2022 (unemployment in December 2022 was 4.1%), a slew of recent layoffs by large technology companies may be cause for concern in 2023. Job growth is expected to slow in 2023, with most of the growth in the Education and Health sectors. Jobs in Manufacturing, Transportation/Trade, Construction, and Financial Activities sectors are expected to contract in 2023 and 2024.

While California significantly recovered from the pandemic-induced downturn in 2021, and experienced a record budget surplus in 2022, economic challenges remain. The high cost of housing, high inflation, Federal Reserve fiscal policy, and population migration out of California, represent continuing threats to the California economy and are expected to hamper growth in 2023.

Local Economy

The resiliency of San Fernando's local economy was made clear throughout the COVID-19 pandemic. Many of the City's large employers are essential manufacturing and service business such as LAUSD, Pharmavite, Pepsi, Home Depot, Puretek Corp, and Vallarta. Conversely, small businesses, which are the lifeblood of the City's unique character and charm, were hit hardest by the economic restrictions imposed by COVID-19. To support small businesses, the City Council provided \$10,000 grants to 40 small San Fernando businesses and supported the San Fernando Outdoor Market through fee waivers and City staff to close the streets, manage traffic, and provide safety services.

There are a few large projects currently under construction that are expected to open in 2023 and add to the City's economic base. American Fruits and Flavors, which manufactures Monster Energy Drinks, is expected to complete construction of a 165,000 square foot manufacturing facility in the Fall. When fully operational, the new facility will be home to more than 300 jobs. Additionally, a new Target is under construction and is also expected to be completed in Fall 2023. The new Target is expected to add a significant amount of sales tax to the City's General Fund revenue once it is open and fully operational.

The City recently hired a Deputy City Manager/Economic Development to focus on developing and implementing economic development programs, support local businesses to facilitate a business friendly environment, and lead business recruitment and retention efforts. The City also awarded a contract to a consultant to develop a Downtown Master Plan. Development of this Plan includes a significant amount of public outreach to develop a long-term vision for the City's downtown and Maclay commercial corridors. These efforts are critical to make the local economy even more resilient in the long term.

San Fernando's local economy and customer base proved to be resilient throughout the pandemic. The City has a solid base of retail, manufacturing, personal service, and restaurant businesses that provide sales and business taxes that have consistently grown over the past 10 years. With affordable lease rates, easy access to major transit routes (i.e. Interstate 5, 210 Freeway, and the 118 Freeway) and access to regional transit from the Sylmar Metrolink Station, the local economy is expected to remain stable over the next fiscal year.

**CITY OF SAN FERNANDO  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2023**

---

**ECONOMIC FACTORS AND NEXT YEARS BUDGET (cont.)**

Budget Outlook

The emphasis of the FY 2023-2024 City Manager's Adopted Budget is to Let the Dust Settle to allow staff time to fulfill recent City Council approved budget enhancements to move the Strategic Goals 2022-2026 forward, including, but not limited to, completing the remaining recruitments for new staff positions, procure new equipment, implement new programs, and measure the impact of those new positions, equipment, and programs on services. Additionally, due to the economic uncertainty, recommended enhancements have been limited to minimize the risk of having to make reductions in the future if we do, in fact, experience an economic recession.

**Request for Information**

This financial report is designed to provide a general overview of the City's finances for readers of the financial statements. Questions concerning any of the information in this report or requests for additional financial information should be addressed to Erica Melton, Director of Finance at [emelton@sfcity.org](mailto:emelton@sfcity.org) or 117 Macneil Street, San Fernando, California, 91340.

## **BASIC FINANCIAL STATEMENTS**

**City of San Fernando**  
**Statement of Net Position**  
June 30, 2023

	<b>Governmental Activities</b>	<b>Business-type Activities</b>	<b>Total</b>
<b>ASSETS</b>			
Cash and Investments	\$ 33,920,922	\$ 8,727,132	\$ 42,648,054
Restricted Cash and Investments	354,987	197,158	552,145
Receivables:			
Taxes	3,084,859	-	3,084,859
Accounts	280,132	1,454,961	1,735,093
Interest	226,079	-	226,079
Grants	9,999,316	-	9,999,316
Leases	3,222,968	-	3,222,968
Loans Receivable	1,516,832	-	1,516,832
Internal Balances	505,642	(505,642)	-
Prepaid Items	34,850	1,800	36,650
Inventories	44,982	-	44,982
Capital Assets, Not Depreciated	24,669,914	2,266,933	26,936,847
Capital Assets, Depreciated, Net	41,382,346	14,124,948	55,507,294
Total Assets	<u>119,243,829</u>	<u>26,267,290</u>	<u>145,511,119</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Outflows Related to OPEB	3,786,625	516,359	4,302,984
Deferred Outflows Related to Pensions	27,901,259	4,222,632	32,123,891
Total Deferred Outflows of Resources	<u>31,687,884</u>	<u>4,738,991</u>	<u>36,426,875</u>
<b>LIABILITIES</b>			
Accounts Payable	9,028,212	1,692,747	10,720,959
Accrued Liabilities	708,915	66,005	774,920
Interest Payable	6,453	-	6,453
Deposits Payable	501,458	138,395	639,853
Unearned Revenue	2,168,427	-	2,168,427
Due to Other Agencies	243,071	-	243,071
Long-Term Liabilities:			
Due Within One Year	3,505,098	404,755	3,909,853
Due in More Than One Year	85,374,305	12,400,194	97,774,499
Total Liabilities	<u>101,535,939</u>	<u>14,702,096</u>	<u>116,238,035</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Inflows Related to Leases	3,125,966	-	3,125,966
Deferred Inflows Related to OPEB	12,218,653	1,666,180	13,884,833
Deferred Inflows Related to Pensions	29,654,774	4,641,418	34,296,192
Total Deferred Inflows of Resources	<u>44,999,393</u>	<u>6,307,598</u>	<u>51,306,991</u>
<b>NET POSITION</b>			
Net Investment in Capital Assets	63,770,882	15,421,881	79,192,763
Restricted for:			
Transportation	2,969,195	-	2,969,195
Housing	3,416,646	-	3,416,646
Air Pollution	180,686	-	180,686
Parks & Recreation	33,844	-	33,844
Public Safety	678,934	-	678,934
Retirement	10,370,216	-	10,370,216
Community Development	5,995,295	-	5,995,295
Parking	340,918	-	340,918
Unrestricted	(83,360,235)	(5,425,294)	(88,785,529)
Total Net Position	<u>\$ 4,396,381</u>	<u>\$ 9,996,587</u>	<u>\$ 14,392,968</u>

The accompanying notes are an integral part of this statement.

**City of San Fernando**  
**Statement of Activities**  
Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
<b>Governmental Activities:</b>				
General Government	\$ 8,535,396	\$ 743,378	\$ -	\$ -
Public Safety	23,133,497	1,081,023	678,199	647,118
Community Development	1,450,838	643,162	5,979,662	-
Public Works	6,732,859	448,638	2,483,267	9,741,389
Parks and Recreation	3,039,015	357,301	64,476	6,556,278
Interest Expense	817,025	-	-	-
Total Governmental Activities	43,708,630	3,273,502	9,205,604	16,944,785
<b>Business-type Activities:</b>				
Water	7,102,186	5,228,074	-	-
Sewer	2,602,834	4,088,886	-	-
Compressed Natural Gas	496,035	450,965	-	-
Waste Disposal	10,000	-	-	-
Total Business-type Activities	10,211,055	9,767,925	-	-
Total Primary Government	<u>\$ 53,919,685</u>	<u>\$ 13,041,427</u>	<u>\$ 9,205,604</u>	<u>\$ 16,944,785</u>

## General Revenues:

## Taxes:

Property

Sales and Use

Business License Taxes

Franchise

Other Taxes

Investment Income

Other

Transfers

Total General Revenues and Transfers

Change in Net Position

Net Position - Beginning of Year (Restated)

Net Position - End of Year

The accompanying notes are an integral part of this statement.



Net (Expense) Revenue and Changes in Net Position

<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
\$ (7,792,018)	\$ -	\$ (7,792,018)
(20,727,157)	-	(20,727,157)
5,171,986	-	5,171,986
5,940,435	-	5,940,435
3,939,040	-	3,939,040
(817,025)	-	(817,025)
<u>(14,284,739)</u>	<u>-</u>	<u>(14,284,739)</u>
-	(1,874,112)	(1,874,112)
-	1,486,052	1,486,052
-	(45,070)	(45,070)
<u>-</u>	<u>(10,000)</u>	<u>(10,000)</u>
<u>-</u>	<u>(443,130)</u>	<u>(443,130)</u>
<u>(14,284,739)</u>	<u>(443,130)</u>	<u>(14,727,869)</u>
12,655,839	-	12,655,839
12,036,191	-	12,036,191
1,814,949	-	1,814,949
933,936	-	933,936
356,816	-	356,816
(121,784)	109,415	(12,369)
264,899	-	264,899
<u>220,008</u>	<u>(220,008)</u>	<u>-</u>
<u>28,160,854</u>	<u>(110,593)</u>	<u>28,050,261</u>
13,876,115	(553,723)	13,322,392
<u>(9,479,734)</u>	<u>10,550,310</u>	<u>1,070,576</u>
<u>\$ 4,396,381</u>	<u>\$ 9,996,587</u>	<u>\$ 14,392,968</u>

**City of San Fernando**  
**Balance Sheet**  
**Governmental Funds**  
June 30, 2023

	General Fund	Retirement Tax	ARPA Fund	Capital Grants	Other Governmental Funds	Total
<b>ASSETS</b>						
Cash and Investments	\$ 7,265,167	\$ 6,116,537	\$ 5,564,024	\$ -	\$ 11,949,629	\$ 30,895,357
Restricted Cash and Investments	-	353,062	-	-	1,925	354,987
Receivables:						
Taxes	2,607,637	317,021	-	-	160,201	3,084,859
Accounts	208,472	7,149	-	-	5,186	220,807
Interest	226,079	-	-	-	-	226,079
Grants	-	-	-	9,318,196	681,120	9,999,316
Leases	3,047,357	-	-	-	175,611	3,222,968
Due From Other Funds	5,349,873	-	-	-	-	5,349,873
Loans Receivable	-	-	-	-	1,516,832	1,516,832
Advances to Other Funds	-	3,587,435	-	-	-	3,587,435
Prepaid Items	33,955	-	-	-	895	34,850
Total Assets	<u>\$ 18,738,540</u>	<u>\$ 10,381,204</u>	<u>\$ 5,564,024</u>	<u>\$ 9,318,196</u>	<u>\$ 14,491,399</u>	<u>\$ 58,493,363</u>
<b>LIABILITIES</b>						
Accounts Payable	\$ 690,523	\$ 10,988	\$ 1,252,284	\$ 2,511,731	\$ 4,339,795	\$ 8,805,321
Accrued Liabilities	609,517	-	-	39	59,398	668,954
Deposits	487,871	-	-	-	13,587	501,458
Due to Other Funds	-	-	-	5,113,486	236,387	5,349,873
Unearned Revenue	-	-	-	1,692,439	475,988	2,168,427
Due to Other Agencies	-	-	-	-	243,071	243,071
Advances From Other Funds	3,138,186	-	-	-	-	3,138,186
Total Liabilities	<u>4,926,097</u>	<u>10,988</u>	<u>1,252,284</u>	<u>9,317,695</u>	<u>5,368,226</u>	<u>20,875,290</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Lease Related	2,950,946	-	-	-	175,020	3,125,966
Unavailable Revenues - Grants	578,620	-	-	8,502,263	637,917	9,718,800
Total Deferred Inflows of Resources	<u>3,529,566</u>	<u>-</u>	<u>-</u>	<u>8,502,263</u>	<u>812,937</u>	<u>12,844,766</u>
<b>FUND BALANCES</b>						
Nonspendable:						
Prepaid Items	33,955	-	-	-	895	34,850
Restricted For:						
Transportation	-	-	-	-	2,969,195	2,969,195
Housing	-	-	-	-	3,416,646	3,416,646
Air Pollution	-	-	-	-	172,842	172,842
Parks and Recreation	-	-	-	-	33,844	33,844
Public Safety	-	-	-	-	678,934	678,934
Retirement	-	10,370,216	-	-	-	10,370,216
Community Development	-	-	4,311,740	-	1,649,686	5,961,426
Parking	-	-	-	-	340,918	340,918
Unassigned	10,248,922	-	-	(8,501,762)	(952,724)	794,436
Total Fund Balances	<u>10,282,877</u>	<u>10,370,216</u>	<u>4,311,740</u>	<u>(8,501,762)</u>	<u>8,310,236</u>	<u>24,773,307</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 18,738,540</u>	<u>\$ 10,381,204</u>	<u>\$ 5,564,024</u>	<u>\$ 9,318,196</u>	<u>\$ 14,491,399</u>	<u>\$ 58,493,363</u>

The accompanying notes are an integral part of this statement.

**City of San Fernando**  
**Reconciliation of the Balance Sheet of Governmental Funds**  
**to the Statement of Net Position**  
June 30, 2023

Fund Balances for Governmental Funds	\$ 24,773,307
--------------------------------------	---------------

Amounts reported for Governmental Activities in the Statement of Net Position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

Capital Assets	137,264,375
Accumulated Depreciation	(71,648,366)

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the Statement of Net Position:

Net Pension Liability	(17,469,673)
Compensated Absences	(1,641,625)
Total OPEB Liability	(32,507,302)
2016 Installment Sale Agreement	(2,190,000)
Premium on 2016 Installment Sale Agreement	(91,378)
Pension Obligation Bonds Series 2021A	(29,510,000)
Interest Payable on Long-term Debt	(6,453)

Amounts for deferred outflows and deferred inflows related to the City's Net Pension and OPEB Liabilities are not reported in the funds:

Deferred Outflows Related to Pensions	27,901,259
Deferred Inflows Related to Pensions	(29,654,774)
Deferred Outflows Related to OPEB	3,786,625
Deferred Inflows Related to OPEB	(12,218,653)

Other long-term receivables are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.	9,718,800
--	-----------

The internal service fund is used by management to charge the costs of equipment purchases to individual funds. The assets and liabilities of the internal service fund are included in Governmental Activities in the Statement of Net Position.

(2,109,761)

Net Position of Governmental Activities	<u><u>\$ 4,396,381</u></u>
---	----------------------------

The accompanying notes are an integral part of this statement.

**City of San Fernando**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**Year Ended June 30, 2023**

	General Fund	Retirement Tax	ARPA Fund	Capital Grants	Other Governmental Funds	Total
<b>REVENUES</b>						
Taxes	\$ 20,049,742	\$ 5,272,636	\$ -	\$ -	\$ 2,763,426	\$ 28,085,804
Licenses and Permits	477,454	-	-	-	-	477,454
Charges for Services	665,499	-	-	-	399,564	1,065,063
Fines and Forfeitures	418,240	-	-	-	5,045	423,285
Investment Earnings	557,907	(24,654)	-	-	88,245	621,498
Intergovernmental	3,123,012	-	5,568,340	7,622,547	2,147,369	18,461,268
Other	61,674	195,680	-	-	7,750	265,104
Total Revenues	25,353,528	5,443,662	5,568,340	7,622,547	5,411,399	49,399,476
<b>EXPENDITURES</b>						
Current:						
General Government	3,787,377	1,326,130	62,003	-	9,389	5,184,899
Public Safety	13,933,585	1,164,811	-	610	151,512	15,250,518
Community Development	1,292,723	72,555	-	-	138,272	1,503,550
Public Works	2,014,085	115,640	194,892	-	1,885,394	4,210,011
Parks and Recreation	1,656,096	87,728	-	802,629	835,274	3,381,727
Capital Outlay	4,990	-	1,007,232	13,714,252	8,405,628	23,132,102
Debt Service:						
Principal	-	1,030,000	-	499,254	95,000	1,624,254
Interest and Fiscal Charges	24,642	712,126	-	14,927	81,238	832,933
Total Expenditures	22,713,498	4,508,990	1,264,127	15,031,672	11,601,707	55,119,994
Excess of Revenues Over (Under)						
Expenditures	2,640,030	934,672	4,304,213	(7,409,125)	(6,190,308)	(5,720,518)
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers In	520,000	-	-	-	3,053,194	3,573,194
Transfers Out	(3,108,194)	-	-	-	(400,000)	(3,508,194)
Total Other Financing Sources (Uses)	(2,588,194)	-	-	-	2,653,194	65,000
Net Change in Fund Balances	51,836	934,672	4,304,213	(7,409,125)	(3,537,114)	(5,655,518)
Fund Balances, Beginning of Year (Restated)	10,231,041	9,435,544	7,527	(1,092,637)	11,847,350	30,428,825
Fund Balances, End of Year	\$ 10,282,877	\$ 10,370,216	\$ 4,311,740	\$ (8,501,762)	\$ 8,310,236	\$ 24,773,307

The accompanying notes are an integral part of this statement.

**City of San Fernando**  
**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund**  
**Balances of Governmental Funds to the Statement of Activities**  
Year Ended June 30, 2023

Net Change in Fund Balances - Total Governmental Funds \$ (5,655,518)

Amounts reported for Governmental Activities in the Statement of Activities  
are different because:

Governmental funds report capital outlay as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over the estimated useful lives as depreciation expense.

Capital Expenditures	21,399,770
Depreciation Expense	(2,683,181)

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. The following represent differences in the treatment of long-term debt and related items:

Principal payment on Installment Sale Agreement	95,000
Amortization of Premium on Installment Sale Agreement	5,711
Principal payment on Radio Equipment Loan	499,254
Principal payment on Pension Obligation Bonds Series 2021A	1,030,000

Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds, as follows:

Compensated Absences	(82,321)
Net Pension Liability	10,468,126
Other Post-employment Benefit Liability	8,632,679
Accrued Interest Payable	10,197

Amounts for deferred inflows and deferred outflows related to the City's Net Pension and OPEB Liabilities are not reported in the funds. This is the net change in these deferred outflows and inflows:

Deferred Outflows Related to Pensions	(10,835,395)
Deferred Inflows Related to Pensions	(8,524,908)
Deferred Outflows Related to OPEB	(1,063,548)
Deferred Inflows Related to OPEB	(6,146,369)

Some revenues reported in the Statement of Activities are not considered to be available to finance current expenditures and, therefore, are not reported as revenues in the governmental funds.

7,965,261

The change in net position of the internal service fund is reported with governmental activities.

(1,238,643)

Change in Net Position of Governmental Activities

\$ 13,876,115

The accompanying notes are an integral part of this statement.

**City of San Fernando**  
**Statement of Net Position**  
**Proprietary Funds**  
June 30, 2023

	Business-type Activities Enterprise Funds				Governmental Activities Internal Service Funds
	Water	Sewer	Nonmajor	Totals	
<b>ASSETS</b>					
Current Assets:					
Cash and Investments	\$ 4,643,759	\$ 3,897,799	\$ 185,574	\$ 8,727,132	\$ 3,025,565
Restricted Cash and Investments	180,849	16,309	-	197,158	-
Customer Accounts Receivable, Net	769,149	685,812	-	1,454,961	59,325
Inventory	-	-	-	-	44,982
Prepaid Items	1,800	-	-	1,800	-
Total Current Assets	5,595,557	4,599,920	185,574	10,381,051	3,129,872
Noncurrent Assets:					
Advances to Other Funds	-	317,489	-	317,489	-
Capital Assets:					
Land	981,168	-	-	981,168	-
Water Rights	624,659	-	-	624,659	-
Construction in Progress	661,106	-	-	661,106	-
Buildings and Plant	5,630,795	118,500	-	5,749,295	81,268
Infrastructure	17,813,763	8,013,009	-	25,826,772	-
Land Improvements	2,733,281	-	-	2,733,281	-
Equipment	7,559,205	1,577,340	53,657	9,190,202	539,501
Less: Accumulated Depreciation	(23,801,502)	(5,519,443)	(53,657)	(29,374,602)	(184,518)
Total Noncurrent Assets	12,202,475	4,506,895	-	16,709,370	436,251
Total Assets	17,798,032	9,106,815	185,574	27,090,421	3,566,123
<b>DEFERRED OUTFLOWS OF RESOURCES</b>					
OPEB Actuarial Amounts	387,269	129,090	-	516,359	-
Pension Actuarial Amounts	3,209,200	1,013,432	-	4,222,632	-
Total Deferred Outflows of Resources	3,596,469	1,142,522	-	4,738,991	-
<b>LIABILITIES</b>					
Current Liabilities:					
Accounts Payable	1,051,413	603,050	38,284	1,692,747	222,891
Accrued Liabilities	49,668	16,335	2	66,005	39,961
Current Portion of Insurance Payable	-	-	-	-	81,057
Current Portion of Claims Payable	-	-	-	-	1,552,825
Current Portion of Compensated Absences	93,567	31,188	-	124,755	-
Current Portion of Installment Sale Agreement	130,000	-	-	130,000	-
Current Portion of Pension Obligation Bonds	108,705	41,295	-	150,000	-
Customer Deposits	138,395	-	-	138,395	-
Total Current Liabilities	1,571,748	691,868	38,286	2,301,902	1,896,734
Noncurrent Liabilities:					
Advances From other Funds	542,114	224,624	-	766,738	-
Insurance Assessment Payable	-	-	-	-	243,171
Claims Payable	-	-	-	-	3,592,372
Compensated Absences	74,326	24,776	-	99,102	-
Installment Sale Agreement	840,000	-	-	840,000	-
Pension Obligation Bonds	3,087,234	1,172,766	-	4,260,000	-
Total OPEB Liability	3,324,611	1,108,204	-	4,432,815	-
Net Pension Liability	2,103,891	664,386	-	2,768,277	-
Total Noncurrent Liabilities	9,972,176	3,194,756	-	13,166,932	3,835,543
Total Liabilities	11,543,924	3,886,624	38,286	15,468,834	5,732,277
<b>DEFERRED INFLOWS OF RESOURCES</b>					
OPEB Actuarial Amounts	1,249,635	416,545	-	1,666,180	-
Pension Actuarial Amounts	3,527,478	1,113,940	-	4,641,418	-
Total Deferred Inflows of Resources	4,777,113	1,530,485	-	6,307,598	-
<b>NET POSITION</b>					
Net Investment In Capital Assets	11,232,475	4,189,406	-	15,421,881	436,251
Unrestricted	(6,159,011)	642,822	147,288	(5,368,901)	(2,602,405)
Total Net Position	\$ 5,073,464	\$ 4,832,228	\$ 147,288	10,052,980	\$ (2,166,154)
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds				(56,393)	
Net Position of Business-type Activities				\$ 9,996,587	

The accompanying notes are an integral part of this statement.

**City of San Fernando**  
**Statement of Revenues, Expenses, and Changes in Net Position**  
**Proprietary Funds**  
Year Ended June 30, 2023

	Business-type Activities Enterprise Funds			Governmental Activities Internal Service Funds
	Water	Sewer	Nonmajor	Totals
<b>OPERATING REVENUES</b>				
Charges for Services	\$ 5,227,074	\$ 4,088,886	\$ 448,230	\$ 9,764,190
Other	1,000	-	2,735	3,735
Total Operating Revenues	5,228,074	4,088,886	450,965	9,767,925
<b>OPERATING EXPENSES</b>				
Contractual Services	23,111	853,698	-	876,809
Maintenance and Operations	6,138,832	1,435,245	503,527	8,077,604
Administration and General	-	-	-	-
Depreciation	760,863	234,728	2,508	998,099
Total Operating Expenses	6,922,806	2,523,671	506,035	9,952,512
Operating Income (Loss)	(1,694,732)	1,565,215	(55,070)	(184,587)
<b>NONOPERATING REVENUES (EXPENSES)</b>				
Interest Income	64,351	41,615	3,449	109,415
Interest Expense	(101,955)	(1,738)	-	(103,693)
Total Nonoperating Revenues (Expenses)	(37,604)	39,877	3,449	5,722
Income (Loss) Before Transfers	(1,732,336)	1,605,092	(51,621)	(178,865)
Transfers In	-	-	-	-
Transfers Out	(140,004)	(80,004)	-	(220,008)
Change in Net Position	(1,872,340)	1,525,088	(51,621)	(398,873)
Net Position, Beginning of Year	6,945,804	3,307,140	198,909	(772,661)
Net Position, End of Year	\$ 5,073,464	\$ 4,832,228	\$ 147,288	\$ (2,166,154)
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds				(154,850)
Change in Net Position of Business-type Activities				\$ (553,723)

The accompanying notes are an integral part of this statement.

**City of San Fernando**  
**Statement of Cash Flows**  
**Proprietary Funds**  
Year Ended June 30, 2023

	Business-type Activities Enterprise Funds				Governmental Activities Internal Service Funds
	Water	Sewer	Nonmajor	Totals	
<b>Cash Flows from Operating Activities</b>					
Receipts from Customers and Users	\$ 5,283,263	\$ 4,058,980	\$ 449,654	\$ 9,791,897	\$ 3,734,534
Payments to Suppliers and Contractors	(3,032,113)	(2,931,602)	(491,769)	(6,455,484)	(3,235,971)
Payments to Employees	(1,802,244)	(539,965)	-	(2,342,209)	(1,723,146)
Other Operating Income	4,686	-	2,735	7,421	1,313,634
Net Cash Flows from Operating Activities	453,592	587,413	(39,380)	1,001,625	89,051
<b>Cash Flows from Noncapital Financing Activities</b>					
Loans from (to) Other Funds	(134,419)	113,026	-	(21,393)	-
Interest Expense Paid	(101,955)	(1,738)	-	(103,693)	-
Transfers from Other Funds	-	-	-	-	155,008
Transfers to Other Funds	(140,004)	(80,004)	-	(220,008)	-
Net Cash Flows from Noncapital Financing Activities	(376,378)	31,284	-	(345,094)	155,008
<b>Cash Flows from Capital Financing Activities</b>					
Debt Proceeds	-	-	-	-	-
Payments on Long-term Debt	(303,179)	(79,457)	-	(382,636)	(64,553)
Acquisition of Capital Assets	(1,701,822)	(504,783)	-	(2,206,605)	(275,013)
Net Cash Flows from Capital Financing Activities	(2,005,001)	(584,240)	-	(2,589,241)	(339,566)
<b>Cash Flows from Investing Activities</b>					
Interest Received	64,351	41,615	3,449	109,415	9,168
Net Increase (Decrease) in Cash and Cash Equivalents	(1,863,436)	76,072	(35,931)	(1,823,295)	(86,339)
Cash and Cash Equivalents - Beginning of Year	6,688,044	3,838,036	221,505	10,747,585	3,111,904
Cash and Cash Equivalents - End of Year	<u>\$ 4,824,608</u>	<u>\$ 3,914,108</u>	<u>\$ 185,574</u>	<u>\$ 8,924,290</u>	<u>\$ 3,025,565</u>
<b>Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:</b>					
Operating Income (Loss)	\$ (1,694,732)	\$ 1,565,215	\$ (55,070)	\$ (184,587)	\$ (1,557,669)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by Operating Activities:					
Depreciation	760,863	234,728	2,508	998,099	130,844
Changes in Assets and Liabilities:					
(Increase) Decrease in Accounts Receivable	30,932	(26,265)	1,424	6,091	8,683
(Increase) Decrease in Deferred Outflows - OPEB	58,723	149,656	-	208,379	-
(Increase) Decrease in Deferred Outflows - Pensions	1,052,220	1,453,706	-	2,505,926	-
(Increase) Decrease in Prepaids	(1,800)	-	-	(1,800)	(455)
Increase (Decrease) in Accounts Payable	306,104	126,240	11,758	444,102	(109,450)
Increase (Decrease) in Accrued Liabilities	(3,485)	(10,282)	-	(13,767)	5,648
Increase (Decrease) in Unearned Revenue	-	(3,641)	-	(3,641)	-
Increase (Decrease) in Compensated Absences	24,509	(33,651)	-	(9,142)	-
Increase (Decrease) in Net OPEB Liability	(458,375)	(1,256,163)	-	(1,714,538)	-
Increase (Decrease) in Net Pension Liability	(1,007,004)	(1,136,658)	-	(2,143,662)	-
Increase (Decrease) in Deferred Inflows - OPEB	691,264	67,563	-	758,827	-
Increase (Decrease) in Deferred Inflows - Pensions	665,430	(543,035)	-	122,395	-
Increase (Decrease) in Ins. Assessments Payable	-	-	-	-	(81,057)
Increase (Decrease) in Claims Payable	-	-	-	-	1,692,507
Increase (Decrease) in Customer Deposits	28,943	-	-	28,943	-
<b>Net Cash Provided by Operating Activities</b>	<u>\$ 453,592</u>	<u>\$ 587,413</u>	<u>\$ (39,380)</u>	<u>\$ 1,001,625</u>	<u>\$ 89,051</u>

The accompanying notes are an integral part of this statement.



**City of San Fernando**  
**Statement of Net Position**  
**Fiduciary Funds**  
June 30, 2023

	Custodial Fund	Successor Agency Private-purpose Trust Fund
<b>ASSETS</b>		
Cash and Investments	\$ 185,630	\$ -
Loans Receivable	-	543,678
Prepaid Items	3,000	-
	<u>188,630</u>	<u>543,678</u>
<b>LIABILITIES</b>		
Accounts Payable	15,142	-
	<u>15,142</u>	<u>-</u>
<b>NET POSITION</b>		
Restricted for Successor Agency	-	543,678
Restricted for Individuals and Organizations	173,488	-
	<u>\$ 173,488</u>	<u>\$ 543,678</u>

The accompanying notes are an integral part of this statement.

**City of San Fernando**  
**Statement of Changes in Net Position**  
**Fiduciary Funds**  
Year Ended June 30, 2023

	Custodial Fund	Successor Agency Private-purpose Trust Fund
<b>ADDITIONS</b>		
Miscellaneous Collected for Others	\$ 209,578	\$ -
Total Additions	209,578	-
<b>DEDUCTIONS</b>		
Recipient Payments	189,022	-
Total Deductions	189,022	-
Change in Net Position	20,556	-
Net Position - Beginning of Year	152,932	543,678
Net Position - End of Year	\$ 173,488	\$ 543,678

The accompanying notes are an integral part of this statement.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A) Description of Reporting Entity**

The City of San Fernando, California was incorporated on August 31, 1911 under the general laws of the State of California and enjoys all the rights and privileges pertaining to "General Law" cities. The financial statements of the City of San Fernando (City) include the financial activities of the City and its component units for which the City is considered to be financially accountable. Financial accountability is determined on the basis of budget adoptions, taxing authority, funding and composition or appointments of the governing board. Blended component units, although legally separate entities, are part of the City's operations and data from these units are therefore combined with data of the City.

Blended Component Units

The City of San Fernando Public Financing Authority is a Joint Exercise of Powers Authority organized and existing under and by virtue of the Joint Exercise of Power Act of the Government Code of the State. The City and the former Redevelopment Agency formed the Authority by the execution of a Joint Exercise of Powers Agreement. The primary purpose of the Authority is to issue bonds and make loans to the Agency. The Authority is accounted for in the City's financial statements in accordance with principles defining the governmental reporting entity adopted by the Governmental Accounting Standards Board (GASB). The City Council members, in separate session, serve as the governing board of the Authority. There are no separate financial statements prepared for the Authority.

**B) Government-wide and Fund Financial Statements**

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information about the reporting government as a whole, except for its fiduciary activities. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government (including its blended component units) is reported separately from discretely presented component units for which the primary government is financially accountable. The City has no discretely presented component units.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are expenses that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items that are properly not included among program revenues are reported instead as general revenues.

The underlying accounting system of the City is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

Separate financial statements for the City's governmental and proprietary funds are presented after the Government-wide Financial Statements. These statements display information about major funds individually and other governmental funds in the aggregate for governmental and enterprise funds.

**C) Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Under the economic resources measurement focus, all assets and liabilities (whether current or noncurrent) associated with their activity are included on their balance sheets. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all the eligibility requirements have been satisfied.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the current financial resources measurement focus, only current assets and current liabilities are generally included on their balance sheets. The reported fund balance (net current assets) is considered to be a measure of "available spendable resources". Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period. Noncurrent portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus. However, special reporting treatments are used to indicate that they should not be considered "available spendable resources" since they do not represent net current assets. Recognition of governmental fund type revenue represented by noncurrent receivables is deferred until they become current receivables. Noncurrent portions of other long-term receivables are offset by nonspendable fund balance accounts.

Under the modified accrual basis of accounting, revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, except for principal and interest on general long-term liabilities, claims and judgments, and compensated absences that are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term liabilities are reported as other financing sources.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual, and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the government's proprietary funds functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Fund Classifications

The funds designated as major funds are determined by a mathematical calculation consistent with GASB Statement No. 34. The City reports the following major governmental funds:

The General Fund is the City's primary operating fund and accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Retirement Tax Special Revenue Fund accounts for receipts from a voter-approved special tax levy that is used to pay the City's participation in the Public Employees Retirement System.

The ARPA Special Revenue Fund is used to account for one-time federal funding source encouraging economic growth and community development post COVID-19.

The Capital Grants Capital Projects Fund accounts for revenues that are restricted for specific capital projects.

The City reports the following major enterprise funds:

The Water Enterprise Fund is used to account for the provision of water services to all residents of the City. All activities necessary to provide such services are accounted for in this fund.

The Sewer Enterprise Fund is used to account for the provision of sewer services to all residents of the City. Processing of sewage is done by the City of Los Angeles under contract.

The City also reports the following fund types:

The Internal Service Funds are used to account for the financing of goods and services provided by one City department to other departments on a cost-reimbursement basis. The City uses internal service funds to account for facility maintenance, equipment maintenance, equipment replacements and self-insurance.

The Successor Agency Private-purpose Trust Fund accounts for the revenues and expenditures of the former Redevelopment Agency.

The Custodial Fund is used to account for funds received by the City as an agent for the Senior Association.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

**D) Cash and Cash Equivalents**

In order to maximize investment return, the City pools its available cash for investment purposes. The cash management pool is used essentially as a demand deposit account by the participating funds. The City has defined cash and cash equivalents, for purposes of the statement of cash flows, as all deposits and investments purchased with a maturity date of 90 days or less.

**E) Investments**

Investments are stated at fair value (the value at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale).

**F) Inventories**

Inventories of the enterprise funds, consisting primarily of materials and supplies, are stated at cost determined by the first-in, first-out method. Inventories of the governmental funds are recorded as expenditures when purchased.

**G) Land Held for Resale**

Land held for resale is recorded at the lower of acquisition cost or net realizable value.

**H) Capital Assets**

Capital assets, which include land, structures and improvements, machinery and equipment and infrastructure assets, are reported in the applicable governmental or business-type activity columns in the government-wide financial statements. Capital assets are defined as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost if purchased or constructed.

Donated capital assets received prior to the implementation of GASB 72 were recorded at fair value on the date of donation. Donated capital assets received subsequent to the implementation of GASB 72 are recorded at acquisition value as of the date received. Capital outlay is recorded as expenditures in the governmental funds and as assets in the government-wide financial statements to the extent the City's capitalization threshold is met.

Capital assets include additions to public domain (infrastructure) which includes certain improvements such as pavement, curb and gutter, sidewalks, traffic control devices, and right-of-way corridors within the City.

The provision for depreciation is computed by use of the straight-line method over the estimated useful lives of assets, which are as follows:

Buildings	50 years
Infrastructure	Up to 50 years
Improvements Other than Buildings	20 years
Furniture and Equipment	Up to 30 years
Vehicles and Related Equipment	Up to 8 years

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

Water rights are recorded in the Water Enterprise Fund in the amount of \$624,659, which is the net acquisition cost. The asset represents amounts paid to the Metropolitan Water District of Southern California for the right to purchase water. Because the rights have an indefinite life and normally appreciate in value over time, the City has elected not to amortize the cost of water rights. This treatment is in accordance with accounting principles generally accepted in the United States of America.

**I) Unavailable Revenues**

Unavailable revenues in fund financial statements arise when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period.

**J) Restricted Assets**

Certain proceeds of debt issues, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants.

**K) Compensated Absences**

Employees can accrue vacation, sick leave or annual leave depending on the employee's status (management or non-management). In addition, non-management personnel may earn compensation time in lieu of overtime pay. Vacation, annual leave, and compensation leave are paid out 100% upon employee termination. Sick leave is paid out up to 50% of the sick leave bank at a not-to-exceed maximum of the employer's monthly pay. Both vacation and annual leave are accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the fund financial statements only if they have matured, for example, as a result of employee resignations and retirements. Compensated absences are expected to be paid primarily by the General Fund.

**L) Claims and Judgments**

When it is probable that a claim liability has been incurred at year-end, and the amount of the loss can be reasonably estimated, the City records the estimated loss, net of any insurance coverage under its self-insurance program. For governmental funds, if claims will not be liquidated from currently available resources, they are recorded only in the government-wide financial statements.

**M) Interfund Transactions**

Interfund transactions are reflected as loans, services provided reimbursements or transfers. Loans are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as "internal balances".

Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental and proprietary funds are netted as part of the reconciliation of the government-wide presentation.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

**N) Property Taxes**

Property taxes include assessments on both secured and unsecured property. Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on July 1 and are payable in two installments which are delinquent if not paid by December 10 and April 10. The County of Los Angeles bills and collects the property taxes and remits them to the City in installments during the year. The City records property taxes as revenue when received from the County, except for property taxes received within 60 days after fiscal year-end, which are accrued at June 30<sup>th</sup>.

The County is permitted by State Law (Article XIII A of the California Constitution) to levy taxes at one percent (1%) of full market value (at time of purchases) and can increase the property's value at no more than two percent (2%) per year. The City receives a share of this basic levy.

**O) Use of Estimates**

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates and assumptions.

**P) Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position and balance sheet for the governmental funds will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense) until then. The City reports deferred outflows relating to OPEB and the Net Pension Liability, which qualify for reporting in this category.

In addition to liabilities, the statement of financial position and balance sheet for the governmental funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has certain items, which arise only under the modified accrual basis of accounting, which qualifies for reporting in this category. Accordingly, the item, *unavailable revenue*, is reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from property taxes, special assessments, grant receivables, and other miscellaneous receivables. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. In addition, the City reports deferred inflows relating to OPEB and the Net Pension Liability, which qualify for reporting in this category.

**Q) Fund Equity**

In the government-wide, proprietary funds, and fiduciary fund financial statements, net position is classified in the following categories.



**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

Net Investment in Capital Assets

This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce this category.

Restricted Net Position

This category presents external restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position

This category represents the net position of the City that is not externally restricted for any project or other purpose.

**R) Net Position Flow Assumption**

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the statement of net position, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position.

**S) Fund Balances**

Fund balances in governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance.

Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Nonspendable - This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted - This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers or through enabling legislation.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

Committed - This classification includes amounts that may be specified by the City Council by ordinance or resolution to formally commit part of the City's fund balances or future revenues for a specific purpose(s) or program. To change or repeal any such commitment will require an additional formal City Council action utilizing the same type of action that was originally used.

Assigned - This classification includes amounts that are constrained by the City Council's intent to use specified financial resources for specific purposes, but are neither restricted nor committed. The City's fund balance policy establishes the authority to assign amounts to be used for specific purposes to the City Council. In governmental funds, other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed.

Unassigned - This classification includes the residual balance for the government's general fund and includes all spendable amounts not contained in other classifications. In other funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed or assigned.

The City Council establishes, modifies or rescinds fund balance commitments by passage of a resolution. This is done through adoption of the budget and subsequent budget amendments that occur throughout the year.

**Fund Balance Policy**

The City Council adopted a Comprehensive Financial Policy on December 5, 2016 that includes a detailed Fund Reserves and Fund Balances policy. The City believes that sound financial management principles require that sufficient funds be retained by the City to provide a stable financial base at all times. To retain this stable financial base, the City needs to maintain unrestricted fund balance in its funds sufficient to fund cash flows of the City and to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature. Committed, assigned, and unassigned fund balances are considered unrestricted.

The purpose of the City's fund balance policy is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary shortfalls or unpredicted one-time expenditures. It is the goal of the City to maintain a contingency reserve of twenty percent (20%) of General Fund "Operating Budget" as originally adopted. Operating Budget for this purpose shall include current expenditure appropriations and shall exclude Capital Improvement Projects and Transfers Out. Appropriation and/or access to these funds are reserved for emergency situations only.

**T) Pensions**

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of San Fernando's California Public Employees' Retirement System (CalPERS) plan (Plan) and additions to/deductions from the Plan fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

**U) Other Postemployment Benefits (OPEB)**

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. Generally accepted accounting principles require that the reported results must pertain to liability and asset information within curtailed defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Measurement Period	July 1, 2021 to June 30, 2022

**V) Leases**

The City is a lessor for noncancellable leases of certain property for communications facilities, office space and other City-owned property. The City recognizes a lease receivable and a deferred inflow of resources in the General Fund, non-major governmental funds, and the government-wide financial statements. At the commencement of these leases, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

The leases of the property and facilities range from 2 to 15 years and the City will receive annual payments of approximately \$600,000. The City recognized approximately \$600,000 in lease revenue, including interest revenue during the current fiscal year related to these leases. As of June 30, 2023, the City's receivable for lease payments was \$3,222,968. Also, the City has a deferred inflows of resources associated with leases that will be recognized as revenue over the lease term. As of June 30, 2023, the balance of the deferred inflows of resources was \$3,125,966.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued**

**W) Implementation of Governmental Accounting Standards Board (GASB) Pronouncements**

The Governmental Accounting Standards Board has issued the following Statements, which may affect the City's financial reporting requirements in the future: Statement No. 101, "Compensated Absences." The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends December 31, 2024.

**2) CASH AND INVESTMENTS**

The following is a summary of cash and investments at June 30, 2023:

	Government-wide Statement of Net Position	Fiduciary Funds Statement of Net Position	Total
Cash and Investments	\$ 42,648,054	\$ 185,630	\$ 42,833,684
Restricted Cash and Investments	552,145	-	552,145
Total Cash and Investments	<u>\$ 43,200,199</u>	<u>\$ 185,630</u>	<u>\$ 43,385,829</u>

Cash and investments at June 30, 2023 consisted of the following:

Demand Deposits	\$ 4,080,741
Petty Cash	2,800
Investments	<u>39,302,288</u>
Total Cash and Investments	<u>\$ 43,385,829</u>

The City pools its cash and investments for all fund entities except for cash and investments held by outside fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated quarterly to the various funds based on the weighted average cash balances.

**Investment Policies**

The City's investment policy outlines the guidelines required to be used in effectively managing the City's available cash in accordance with the California Government Code. Summarized below are the investment vehicles that are authorized and certain provisions of the policy that address interest rate risk and concentration of credit risk.

Authorized Investment Type	Maximum Maturity	Maximum Allowable % of Portfolio	Maximum Percentage per Issuer
U.S. Treasury Obligations	5 years	None	N/A
U.S. Government Agency Securities	5 years	None	30%
Commercial Paper	270 days	15%	5%
Negotiable Certificates of Deposit	5 years	30%	5%
Banker's Acceptances	180 days	25%	5%
Corporate Medium-term Notes	5 years	30%	5%
Repurchase Agreements	75 days	20%	N/A
Municipal Bonds	5 years	None	N/A
Local Agency Investment Fund (LAIF)	N/A	None	\$65 million
Money Market Mutual Funds	N/A	20%	10%

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**2) CASH AND INVESTMENTS – Continued**

**Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. Most of the City's investments are held in trust by a fiscal agent as required by the bond indenture. A table summarizing distribution of the City's investment by maturity as of June 30, 2023 is as follows:

Investment Type	Remaining Maturity (in Months)			Fair Value
	12 Months or Less	13 to 24 Months	25 to 60 Months	
Local Agency Investment Fund	\$ 12,451,055	\$ -	\$ -	\$ 12,451,055
Money Market Mutual Funds	20,452	-	-	20,452
Certificates of Deposit	900,183	1,273,987	4,213,699	6,387,869
U.S. Treasury Notes	-	3,537,070	5,659,043	9,196,113
Federal Agency Securities	-	-	-	-
Corporate Medium-term Notes	775,926	1,475,999	6,754,820	9,006,744
Municipal Bonds	-	273,192	1,553,112	1,826,304
Held by Bond Trustees:				
Money Market Mutual Funds	413,751	-	-	413,751
<b>Total</b>	<b>\$ 14,561,366</b>	<b>\$ 6,560,248</b>	<b>\$ 18,180,674</b>	<b>\$ 39,302,288</b>

**Disclosures Relating to Credit Risk**

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required (where applicable) by the California Government Code or the City's investment policy and actual rating by S & P as of year-end for each investment type:

Investment Type	Total Investments	Minimum Legal Rating	Rating as of Year End			
			AAA	AA+/A	Not Required to be Rated	Unrated
Local Agency Investment Fund	\$ 12,451,055	N/A	\$ -	\$ -	\$ -	\$ 12,451,055
Money Market Mutual Funds	20,452	N/A	-	-	-	20,452
Certificates of Deposit	6,387,869	N/A	-	-	-	6,387,869
U.S. Treasury Note	9,196,113	N/A	-	9,196,113	-	-
Corporate Medium-term Notes	9,006,744	AA	895,299	8,111,445	-	-
Municipal Bonds	1,826,304	AA	808,277	1,018,027	-	-
Held by Bond Trustees:						
Money Market Mutual Funds	413,751	AAA	413,751	-	-	-
<b>Total</b>	<b>\$ 39,302,288</b>		<b>\$ 2,117,327</b>	<b>\$ 18,325,585</b>	<b>\$ -</b>	<b>\$ 18,859,376</b>

**Concentration of Credit Risk**

At June 30, 2023, the City had no investments in any one issuer that represent more than 5% of total City investments.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**2) CASH AND INVESTMENTS – Continued**

**Custodial Credit Risk**

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits:

The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies.

California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. The City did not have any deposits with financial institutions in excess of Federal depository insurance limits and held in uncollateralized accounts.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF).

**Investment in State Investment Pool**

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

**Fair Value of Investments**

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The City has the following recurring fair value measurements as of June 30, 2023:

- U.S. Treasury Notes of \$9,196,113 are valued using quoted market prices (Level 1 inputs).
- Corporate Medium-term Notes of \$9,006,744 are valued using a matrix pricing model (Level 2 inputs).
- Certificates of Deposit of \$6,387,869 are valued using a matrix pricing model (Level 2 inputs).
- Municipal Bonds of \$1,826,304 are valued using a matrix pricing model (Level 2 inputs).

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

### 3) INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

The General Fund has loaned \$5,113,486 to the Capital Grants Fund and \$236,387 to non-major governmental funds to cover operating cash deficits. These amounts are reported as Due from Other Funds, and are expected to be paid back in the following fiscal year.

#### Long-term Advances

At June 30, 2023, the City reported the following interfund long-term advances:

		ADVANCES FROM		
		Retirement Tax Fund	Sewer Fund	Total
ADVANCES TO	General Fund	\$ 3,138,186	\$ -	\$ 3,138,186
	Water Fund	224,625	317,489	542,114
	Sewer Fund	224,624	-	224,624
	Total	<u>\$ 3,587,435</u>	<u>\$ 317,489</u>	<u>\$ 3,904,924</u>

- (1) On October 18, 1999, the Sewer Enterprise Fund advanced \$1,500,000 to the Water Enterprise Fund. The interest is payable on the unpaid principal of the loan, compounded annually on a 360 day/year basis, at a rate calculated as the average rate earned on the funds deposited by the City into the Local Agency Investment Fund. As of June 30, 2023, the outstanding balance of the advance is \$317,489.
- (2) In November 2013, the City determined that certain amounts paid by the Retirement Tax Special Revenue Fund for postemployment healthcare costs and pension costs related to fire contract services were not in accordance with the "PERS contract" costs as required by the special tax fund. Therefore, as per the payment agreement, a long-term advance to the General Fund, Water Fund, and Sewer Fund of \$4,550,739, \$320,892, and \$320,892, respectively, was established by City Council Resolution to pay back the disallowed costs. The General Fund will make payments of \$176,333, at 1% for 30 years. The Water and Sewer Funds will split equally, payments of \$24,868, at 1% for 30 years. As of June 30, 2023, the outstanding balance due from the General Fund, Water Fund, and Sewer Fund are \$3,138,186, \$224,625, and \$224,624.

#### Summary of Transfers In/Out

Transfers In	Transfers Out	Amount
General Fund	Other Governmental Funds	\$ 400,000
	Water Enterprise Fund	60,000
	Sewer Enterprise Fund	60,000
Other Governmental Funds	General Fund	3,053,194
Internal Service Funds	General Fund	55,000
	Water Enterprise Fund	80,004
	Sewer Enterprise Fund	20,004
		<u>\$ 3,728,202</u>

The transfers to the General Fund from the Other Governmental Funds of \$400,000 were to cover costs for public works projects and public safety overtime costs. The transfers to the General Fund from the Water and Sewer funds of \$60,000 and \$60,000 respectively, were for annual lease payments for use of the City's facilities. The General Fund transferred \$3,053,194 to other governmental funds to fund various project costs.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**3) INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS – Continued**

The Water Fund transferred \$80,004 to the Internal Service Funds for the Water Fund's portion of property insurance premiums for covered well sites, and for improvements. The Sewer Fund transferred \$20,004 to the Internal Service Funds for improvements.

**4) CAPITAL ASSETS ACTIVITY**

	Beginning Balance	Increases	Decreases	Ending Balance
<b>Governmental Activities:</b>				
Capital Assets, Not Depreciated:				
Land	\$ 4,397,105	\$ -	\$ -	\$ 4,397,105
Construction in Progress	4,862,875	15,544,463	134,529	20,272,809
Total Capital Assets Not Depreciated	9,259,980	15,544,463	134,529	24,669,914
Capital Assets, Being Depreciated:				
Buildings	30,059,342	81,268	-	30,140,610
Improvements Other than Buildings	5,492,057	203,786	-	5,695,843
Machinery and Equipment	11,358,270	3,066,513	-	14,424,783
Infrastructure	60,040,712	2,913,282	-	62,953,994
Total Capital Assets Being Depreciated	106,950,381	6,264,849	-	113,215,230
Less Accumulated Depreciation:				
Buildings	(14,456,444)	(860,657)	-	(15,317,101)
Improvements Other than Buildings	(4,234,814)	(188,186)	-	(4,423,000)
Machinery and Equipment	(9,033,935)	(433,850)	-	(9,467,785)
Infrastructure	(41,293,666)	(1,331,332)	-	(42,624,998)
Total Accumulated Depreciation	(69,018,859)	(2,814,025)	-	(71,832,884)
Net Capital Assets Being Depreciated	37,931,522	3,450,824	-	41,382,346
Total Capital Assets	\$ 47,191,502	\$ 18,995,287	\$ 134,529	\$ 66,052,260

	Beginning Balance	Increases	Decreases	Ending Balance
<b>Business-type Activities:</b>				
Capital Assets, Not Depreciated:				
Land	\$ 981,168	\$ -	\$ -	\$ 981,168
Water Rights	624,659	-	-	624,659
Construction in Progress	313,603	405,978	58,475	661,106
Total Capital Assets Not Depreciated	1,919,430	405,978	58,475	2,266,933
Capital Assets, Being Depreciated:				
Buildings	5,749,295	-	-	5,749,295
Improvements Other than Buildings	1,676,392	1,056,889	-	2,733,281
Machinery and Equipment	8,576,638	613,564	-	9,190,202
Infrastructure	25,638,123	188,649	-	25,826,772
Total Capital Assets Being Depreciated	41,640,448	1,859,102	-	43,499,550
Less Accumulated Depreciation:				
Buildings	(3,855,642)	(100,215)	-	(3,955,857)
Improvements Other than Buildings	(279,711)	(85,296)	-	(365,007)
Machinery and Equipment	(7,217,752)	(187,501)	-	(7,405,253)
Infrastructure	(17,023,398)	(625,087)	-	(17,648,485)
Total Accumulated Depreciation	(28,376,503)	(998,099)	-	(29,374,602)
Net Capital Assets Being Depreciated	13,263,945	861,003	-	14,124,948
Total Capital Assets	\$ 15,183,375	\$ 1,266,981	\$ 58,475	\$ 16,391,881



**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**4) CAPITAL ASSETS ACTIVITY - Continued**

Depreciation expense was charged to functions/programs as follows:

Function/Program	Governmental Activities	Business-type Activities
General Government	\$ 9,007	\$ -
Public Safety	379,893	-
Public Works	2,129,935	-
Parks and Recreation	88,922	-
Community Development	206,268	-
Water	-	760,863
Sewer	-	234,728
Waste Disposal	-	2,508
Total Depreciation	<u>\$ 2,814,025</u>	<u>\$ 998,099</u>

**5) LOANS RECEIVABLE**

The City uses Community Development Block Grant (CDBG) funds to provide housing rehabilitation loans to eligible applicants. Such loans are made to low and moderate-income persons to improve, rehabilitate, or replace residences. The CDBG fund's primary asset consists of notes receivable from participants that originated from HUD funds. The CDBG loans totaling \$243,071 when collected, are due back to the granting agency and, therefore, are reported as due to other agencies in the financial statements.

**6) LONG-TERM LIABILITIES ACTIVITY**

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
<b>Governmental Activities:</b>					
2016 Installment Sale Agreement	\$ 2,285,000	\$ -	\$ 95,000	\$ 2,190,000	\$ 100,000
Premium	97,089	-	5,711	91,378	5,711
Loans payable from Direct Borrowing:					
Radio Equipment Purchase	563,807	-	563,807	-	-
Pension Obligation Bonds Series 2021A	30,540,000	-	1,030,000	29,510,000	1,035,000
Claims Payable	3,452,690	5,500,411	3,807,904	5,145,197	1,552,825
Insurance Assessment Payable	405,285	-	81,057	324,228	81,057
Compensated Absences	1,559,304	993,639	911,318	1,641,625	730,505
Net Pension Liability	27,937,799	-	10,468,126	17,469,673	-
Total OPEB Liability	41,139,981	-	8,632,679	32,507,302	-
Total	<u>\$ 107,980,955</u>	<u>\$ 6,494,050</u>	<u>\$ 25,595,602</u>	<u>\$ 88,879,403</u>	<u>\$ 3,505,098</u>
<b>Business-type Activities:</b>					
Compensated Absences	\$ 232,999	\$ 135,496	\$ 144,638	\$ 223,857	\$ 124,755
Net Pension Liability	4,911,939	-	2,143,662	2,768,277	-
Total OPEB Liability	6,147,353	-	1,714,538	4,432,815	-
Loans payable from Direct Borrowing:					
Radio Equipment Purchase	102,636	-	102,636	-	-
2020 Installment Sale Agreement	1,100,000	-	130,000	970,000	130,000
Pension Obligation Bonds Series 2021B	4,560,000	-	150,000	4,410,000	150,000
Total	<u>\$ 17,054,927</u>	<u>\$ 135,496</u>	<u>\$ 4,385,474</u>	<u>\$ 12,804,949</u>	<u>\$ 404,755</u>

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**6) LONG-TERM LIABILITIES ACTIVITY – Continued**

The General Fund and Enterprise Funds have typically been used in prior years to liquidate the compensated absences payable, Net Pension Liability and Net OPEB Liability.

**2016 Installment Sale Agreement**

In March 2016, the City entered into an installment sale agreement with the California Statewide Communities Development Authority (Authority), for the Local Measure R Sales Tax Revenue Certificates of Participation, Series 2016 (Certificates), Total Road Improvement Program. The Authority issued \$6,355,000 in Certificates to finance the design, acquisition, and construction of certain local roadway and street improvement projects for both the City of Azusa and the City of San Fernando. The Certificates are secured by installment payments due from the two cities, with the City of San Fernando's share being \$2,785,000. The installment payments, including principal and interest, are due on June 1 and December 1 of each year, and are to be made from Measure R revenues received by the City. Interest rates on the installment agreement range from 2% to 5%. The Installment Sale Agreement contains a provision that in an event of default, outstanding amounts may become immediately due and payable. The following represents the future debt service requirements:

Fiscal Year Ending June 30,	Principal	Interest	Total
2024	\$ 100,000	\$ 77,437	\$ 177,437
2025	105,000	72,438	177,438
2026	110,000	67,187	177,187
2027	115,000	61,688	176,688
2028	120,000	57,087	177,087
2029 - 2033	675,000	217,438	892,438
2034 - 2038	790,000	105,768	895,768
2039	175,000	5,687	180,687
Totals	<u>\$ 2,190,000</u>	<u>\$ 664,730</u>	<u>\$ 2,854,730</u>

**Pension Obligation Bonds**

In August 2021, the City issued \$31,780,000 and \$4,745,000 in Pension Obligation Bonds (POBs), Series 2021A and 2021B, respectively. The bonds were issued to provide funding for contributions to the City's unfunded pension obligations with the California Public Employee's Retirement System (CalPERS). Interest rates on the 2021 POBs range from 0.242% to 3.172% and is payable semi-annually on January 1 and July 1 of each year, commencing on January 1, 2022 and will mature in 2046. The 2021A POB is liquidated in the General Fund while the 2021B POB is 73% and 27% funded by the Water and Sewer fund, respectively. The City is not required to establish a debt service reserve fund for these bonds because the payment of interest and principal when due is guaranteed under a municipal bond insurance policy.

The annual requirements to amortize the 2021 POBs are as follows:

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**6) LONG-TERM LIABILITIES ACTIVITY – Continued**

**Series 2021A**

Fiscal Year Ending June 30,	Principal	Interest	Total
2024	\$ 1,035,000	\$ 708,500	\$ 1,743,500
2025	1,040,000	702,518	1,742,518
2026	1,050,000	693,480	1,743,480
2027	1,060,000	681,836	1,741,836
2028	1,075,000	667,219	1,742,219
2029 - 2033	5,665,000	3,040,958	8,705,958
2034 - 2038	6,355,000	2,351,940	8,706,940
2039 - 2043	7,305,000	1,399,212	8,704,212
2044 - 2046	4,925,000	298,350	5,223,350
Totals	<u>\$ 29,510,000</u>	<u>\$ 10,544,013</u>	<u>\$ 40,054,013</u>

**Series 2021B**

Fiscal Year Ending June 30,	Principal	Interest	Total
2024	\$ 150,000	\$ 113,675	\$ 263,675
2025	155,000	112,688	267,688
2026	155,000	111,217	266,217
2027	155,000	109,281	264,281
2028	160,000	106,895	266,895
2029 - 2033	840,000	486,916	1,326,916
2034 - 2038	950,000	375,641	1,325,641
2039 - 2043	1,100,000	223,759	1,323,759
2044 - 2046	745,000	47,738	792,738
Totals	<u>\$ 4,410,000</u>	<u>\$ 1,687,810</u>	<u>\$ 6,097,810</u>

**Net Pension Liability**

On April 9, 1946, the voters of the City of San Fernando approved an ad valorem property tax to raise the funds necessary to pay the City's annual obligation to CalPERS for the retirement benefits of City employees. In 1978, California voters approved Proposition 13, which limited the levy on ad valorem property taxes to one-percent (1%) of assessed value. In 1985, the State Legislature adopted Revenue and Taxation Code Section 96.31, which authorized a jurisdiction to continue to impose an ad valorem property tax levy to make payments in support of pension programs provided: 1) it was approved by voters prior to July 1, 1978, and 2) the jurisdiction imposed the property tax levy in either FY 1982-1983 or FY 1983-1984. It also capped the rate the jurisdiction could impose to the rate imposed in FY 1982-1983 or FY 1983-1984, whichever is higher. Consequently, the maximum rate that can be levied by the City is \$0.28420 for each \$100 of assessed property value, as established in FY 1982-1983.

Tax revenues raised through this special tax levy are accounted for in the Retirement Tax Special Revenue fund. The City's annual retirement costs are liquidated from this fund. In FY 2022-23, the levy was \$0.190332 per \$100 of assessed valuation, which was sufficient to fully fund the City's CalPERS retirement costs.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**6) LONG-TERM LIABILITIES ACTIVITY – Continued**

If the annual cost exceeds the amount that can be raised through the maximum special retirement tax levy, the remaining cost would be liquidated primarily from the General Fund. More information related to the City's Net Pension Liability is included in Note 7.

**Insurance Assessment Payable**

In 2017, the City was assessed a Liability Program Assessment of \$848,269 for its share of prior year claims payments shortfalls in the insurance pool program, Independent Cities Risk Management Authority (ICRMA). The liability is payable over a 10-year period with the first payment of \$37,699 made in the period ended June 30, 2017. The following represents the future debt service requirements on the Insurance Assessment Payable:

Fiscal Year Ending June 30,	Principal	Interest	Total
2024	\$ 81,057	\$ 77,437	\$ 158,494
2025	81,057	72,438	153,495
2026	81,057	67,187	148,244
2027	81,057	61,688	142,745
Totals	<u>\$ 324,228</u>	<u>\$ 278,750</u>	<u>\$ 602,978</u>

**2020 Installment Sale Agreement**

In February 2020, the City entered into an installment sale agreement in the amount of \$1,350,000 with JPMorgan Chase, to finance the acquisition of land to construct a water reservoir and related capital improvements. Interest rates on the installment payments are 1.90%. The installment payments are payable from and secured by the City's pledge under the indenture of that portion of "Net Revenues" necessary to pay debt service on the debt and any parity obligations issued under the indenture. The installment payments, including principal and interest, are due on June 1 and December 1 of each year, commencing on June 1, 2020, and are to be made from Net Revenues, defined generally as gross revenues received from the City's water system, less maintenance and operation costs. For 2022-23, the Net Revenues amounted to approximately (\$930,000) while the required Net Revenues based on the debt agreement approximated \$192,000. Maintenance and Operations expenses increased primarily due to costs of importing water from the Metropolitan Water District (MWD) to meet demand while completing current water treatment projects.

The Installment Sale Agreement contains a provision that in an event of default, outstanding amounts may become immediately due and payable. The following represents the future debt service requirements:

Fiscal Year Ending June 30,	Principal	Interest	Total
2024	\$ 130,000	\$ 18,430	\$ 148,430
2025	135,000	15,960	150,960
2026	135,000	13,395	148,395
2027	140,000	10,830	150,830
2028	140,000	8,170	148,170
2029	145,000	5,510	150,510
2030	145,000	2,755	147,755
Totals	<u>\$ 970,000</u>	<u>\$ 75,050</u>	<u>\$ 1,045,050</u>

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**6) LONG-TERM LIABILITIES ACTIVITY – Continued**

**Other Post-Employment Benefits (OPEB) Obligation**

OPEB, i.e. retiree medical benefits, are primarily paid from the City's General Fund. In 2015, the City negotiated restructuring retiree medical benefits with all bargaining units. Employees hired after July 1, 2015 receive the minimum retiree medical benefits required by the Public Employees Medical and Health Care Act (PEMHCA), which was \$151 per month for calendar year 2023. The PEMHCA minimum is adjusted by CalPERS annually to account for inflation. In addition, the City established retiree health savings accounts for employees that only qualify for the PEMHCA minimum. The amount contributed by the City is negotiated with each bargaining unit and currently ranges from \$50 - \$150 per month. More information related to the City's OPEB liability is included in Note 8.

**7) CITY EMPLOYEES RETIREMENT SYSTEM (DEFINED BENEFIT PENSION PLAN)**

**General Information about the Defined Benefit Pension Plan**

**Plan Description** – All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS.) The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police) and a miscellaneous risk pool. Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68.

Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors seven rate plans (three miscellaneous and four safety). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

**Benefits Provided** – The Plan is a cost-sharing multiple-employer defined benefit pension plan administered by the California Public Employees' Retirement System (CalPERS). A full description of the pension plan benefit provisions, assumptions for funding purposes but not accounting purposes, and membership information is listed in the June 30, 2021 Annual Actuarial Valuation Report.

Details of the benefits provided can be obtained in Appendix B of the June 30, 2021 actuarial valuation report. This report is a publicly available valuation report that can be obtained at CalPERS' website under Forms and Publications. The rate plan provisions and benefits in effect at June 30, 2023, are summarized as follows:

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**7) CITY EMPLOYEES RETIREMENT SYSTEM (DEFINED BENEFIT PENSION PLAN) – Continued**

	Miscellaneous	Miscellaneous Tier II	Miscellaneous PEPRA	
	Prior to November 12, 2005	Prior to January 1, 2013	On or after January 1, 2013	
Hire date				
Benefit formula	3% @ 60 single highest year	2% @ 55 36 month average	2% @ 62 36 month average	
Benefit vesting schedule	5 years service	5 years service	5 years service	
Benefit payments	monthly for life	monthly for life	monthly for life	
Retirement age	50 - 60	55	62	
Monthly benefits, as a % of eligible compensation	2% to 3%	2%	2%	
Required employee contribution rates	8%	7%	7.5%	
Required employer contribution rates	16.30% + \$334,216	11.65% + \$13,870	7.65% + \$1,290	
	Safety Tier I	Safety Tier II	Safety Tier III	Safety PEPRA
	Prior to January 6, 1994	Prior to September 8, 2012	Prior to January 1, 2013	On or after January 1, 2013
Hire date				
Benefit formula	3% @ 50 single highest year	3% @ 50 36 month average	3% @ 55 36 month average	2.7% @ 55 36 month average
Benefit vesting schedule	5 years service	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life	monthly for life
Retirement age	50	50	55	55
Monthly benefits, as a % of eligible compensation	3%	3%	3%	2.7%
Required employee contribution rates	9%	9%	9%	13%
Required employer contribution rates	25.48% + \$325,815	22.47% + \$1,426	20.64%	12.78% + \$1,093

**Contributions** – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

Beginning in fiscal year 2016, CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability. The dollar amounts are billed on a monthly basis. The City's required contribution for the unfunded liability was \$677,710 in fiscal year 2023.

The City's contributions to the Plan for the year ended June 30, 2023 were \$2,231,886.

**Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions**

As of June 30, 2023, the City reported a liability of \$20,237,950 for its proportionate share of the net pension liability. The City's net pension liability for the Plan is measured as of June 30, 2022, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**7) CITY EMPLOYEES RETIREMENT SYSTEM (DEFINED BENEFIT PENSION PLAN) – Continued**

June 30, 2021 rolled forward to June 30, 2022 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the Plan's net pension liability as of June 30, 2022 and 2023 was as follows:

Proportion - June 30, 2022	0.60740%
Proportion - June 30, 2023	0.17521%
Change - Increase (Decrease)	-0.43219%

For the year ended June 30, 2023, the City recognized pension expense of \$1,608,723. At June 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 2,231,886	\$ -
Differences between actual and expected experience	353,213	-
Changes in assumptions	2,058,764	-
Change in employer's proportion	-	34,296,192
Differences between the employer's contributions and the employer's proportionate share of contributions	24,004,472	-
Net differences between projected and actual earnings on plan investments	3,475,556	-
Total	<u>\$ 32,123,891</u>	<u>\$ 34,296,192</u>

The \$2,231,886 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ending June 30,	
2024	\$ (2,345,344)
2025	(2,488,283)
2026	(1,693,983)
2027	2,123,423
2028	-
Thereafter	-

**Actuarial Assumptions** – The total pension liabilities in the June 30, 2021 actuarial valuations were determined using the following actuarial assumptions:

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**7) CITY EMPLOYEES RETIREMENT SYSTEM (DEFINED BENEFIT PENSION PLAN) – Continued**

Valuation date	June 30, 2021
Measurement date	June 30, 2022
Actuarial cost method	entry-age normal
Actuarial assumptions:	
Discount rate	6.90%
Inflation	2.30%
Projected salary increase	(1)
Investment rate of return	6.90%
Mortality	(2)

(1) Depending on age, service and type of employment

(2) Derived using CalPERS' Membership Data for all Funds.

The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study for the period from 2001 to 2019. Pre-retirement and Post-retirement mortality rates include generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website.

**Long-term Expected Rate of Return** The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as follows:



**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**7) CITY EMPLOYEES RETIREMENT SYSTEM (DEFINED BENEFIT PENSION PLAN) – Continued**

Asset Class	New Strategic Allocation	Real Return (1,2)
Global Equity - Cap Weighted	30%	4.54%
Global Equity - Non-Cap Weighted	12%	3.84%
Private Equity	13%	7.28%
Treasury	5%	0.27%
Mortgage-backed Securities	5%	0.50%
Investment Grade Corporates	10%	1.56%
High Yield	5%	2.27%
Emerging Market Debt	5%	2.48%
Private Debt	5%	3.57%
Real Assets	15%	3.21%
Leverage	-5%	-0.59%

(1) An expected inflation of 2.3% used for this period.

(2) Figures are based on the 2021 Asset Liability Management study.

**Discount Rate** – The discount rate used to measure the total pension liability for PERF C was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate –**

The following presents the City's proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

1% Decrease	5.90%
Net Pension Liability	\$ 40,446,302
Current Discount Rate	6.90%
Net Pension Liability	\$ 20,237,950
1% Increase	7.90%
Net Pension Liability	\$ 3,664,611

**Pension Plan Fiduciary Net Position** – Detailed information about the Plan's fiduciary net position is available in the separately issued CalPERS financial reports.

**Payable to the Pension Plan** - At June 30, 2023, the City reported no payables to the pension plan, for outstanding contributions required for the year ended June 30, 2023.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**8) OTHER POST-EMPLOYMENT BENEFITS**

**Plan Description** - For employees hired prior to July 1, 2015, the City contributes to a single-employer defined benefit plan to provide post-employment health care benefits (the "Plan"). Specifically, the City provides health insurance for its retired employees and their dependent spouses (if married and covered on the City's plan at time of retirement), or survivors in accordance with Board resolutions. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

**Benefits Provided** - Medical coverage is provided for retired employees who are age 50 or over and who have a minimum of 5 years of service within the PERS system as long as such individuals retire within 120 days of separation from employment and receive a monthly retirement allowance.

The City pays 100% of all premiums charged for the retiree and dependents under the health benefit plan administered by CalPERS in which the individual is able to select, on an annual basis, an insurance carrier from a number of insurance carriers. Medical coverage is provided for the surviving spouse of retired employees and the surviving spouse of active employees who upon death had attained age 50 and who had a minimum of 5 years of service within the PERS system in addition to satisfying the requirement to retire within 120 days of separation. The City will pay 100% of the premiums charged until the surviving spouse remarries, becomes enrolled under another group health plan, or cancels coverage. The plan does not provide a publicly available financial report.

For employees hired on or after July 1, 2015, the City will provide the minimum retiree health benefit required by the Public Employees Medical and Health Care Act (PEMHCA), which was \$151 per month for calendar year 2023 and adjusted by CalPERS annually to account for inflation, and \$50 - \$150 per month into a Retiree Health Savings Account (RSA), depending on bargaining unit.

**Employees Covered by Benefit Terms** – As of the June 30, 2022 actuarial valuation date, the following current and former employees were covered by the benefit terms under the Plan:

Retirees or spouses of retirees currently receiving benefits	109
Inactive employees entitled to but not yet receiving benefits	11
Active employees	105
	<u>225</u>

**Contributions** - The contribution requirements of plan members and the City are established and may be amended by the City Council, and/or the employee associations. Currently, contributions are not required from plan members. The City is currently funding this OPEB liability on a pay-as-you-go basis. This obligation is typically liquidated from the General Fund and responsible Enterprise Funds.

**Total OPEB Liability** - The City's Total OPEB liability was measured as of June 30, 2022 and was determined by an actuarial valuation dated June 30, 2021, based on the following actuarial methods and assumptions:

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**8) OTHER POST-EMPLOYMENT BENEFITS – Continued**

Valuation Date	June 30, 2021
Actuarial Cost Method	Entry Age, Level Percent of Pay
Contribution Policy	Pay-as-you-go
Mortality	Mortality projected fully generational with Scale MP-2021 CalPERS 2000-2019 Experience Study
Age at Retirement	52
Health Care Trend Rate	6.50% initial, 3.75% ultimate - Non-Medicare 5.65% initial, 3.75% ultimate - Medicare
Inflation Rate	2.50%
Salary Changes	2.75%
Discount Rate	3.69% - Fidelity GO AA - 20-year Index at June 30, 2022 1.92% - Fidelity GO AA - 20-year Index at June 30, 2021

**Changes in the Total OPEB Liability**

	Total OPEB Liability (TOL)
Balance at June 30, 2021 (measurement date)	\$ 47,287,335
Changes in the year:	
Service cost	1,573,742
Interest on the total OPEB liability	924,278
Differences between expected and actual experience	-
Assumption Changes	(11,402,013)
Benefit payments, including refunds	(1,443,225)
Net changes	(10,347,218)
Balance at June 30, 2022 (measurement date)	\$ 36,940,117

**Sensitivity of the Total OPEB Liability to changes in the Discount Rate** - The following presents the total OPEB liability of the City if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

	1% Decrease (2.69%)	Discount Rate (3.69%)	1% Increase (4.69%)
Total OPEB liability (asset)	\$ 42,802,698	\$ 36,940,117	\$ 32,237,402

**Sensitivity of the Total OPEB Liability to changes in the Healthcare Cost Trend Rates** - The following presents the total OPEB liability of the City, as well as what the City's total OPEB would be if it were calculated using a healthcare cost trend rate that is 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rate:

	1% Decrease	Current Healthcare Trend	1% Increase
Total OPEB liability (asset)	\$ 31,451,884	\$ 36,940,117	\$ 43,929,619

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**8) OTHER POST-EMPLOYMENT BENEFITS – Continued**

**OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB** - For the year ended June 30, 2023, the City recognized OPEB expense/(credit) of (\$781,679). The City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB Contributions Subsequent to the Measurement Date	\$ 1,388,415	\$ -
Changes of Assumptions	2,914,569	10,388,797
Differences between actual and expected experience	-	3,496,036
Total	<u>\$ 4,302,984</u>	<u>\$ 13,884,833</u>

The \$1,388,415 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2022 measurement date will be recognized as a reduction of the total OPEB liability during the fiscal year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending June 30,	
2024	\$ (2,542,696)
2025	(2,391,149)
2026	(2,287,500)
2027	(2,527,276)
2028	(1,221,643)
Thereafter	-

**9) SELF-INSURANCE PROGRAM**

The City is self-insured for workers' compensation claims, unemployment insurance, property insurance, and comprehensive general and automobile liability. The City purchases excess workers' compensation and liability insurance through its membership in the Independent Cities Risk Management Authority (ICRMA), a joint powers authority formed to pool the assets of its members to increase excess insurance buying power. ICRMA procures coverage for its members, in excess of each member's selected self-insured retention, for up to \$30,000,000 per insured occurrence for liability claims and statutory limits for workers' compensation claims. ICRMA is considered a self-sustaining risk pool with 16 member cities. Annual premium payments are paid by member cities and are adjusted retrospectively to cover costs.

Each member city self-insures from the first dollar to their selected self-insured retention. Each member city appoints one member and two alternates to the ICRMA Governing Board.

At June 30, 2023, the internal service fund had a deficit fund balance of \$3,425,209. The deficit fund balance is being addressed by increasing charges made to other City funds in future years.

**Workers' Compensation**

The City participates in the Workers' Compensation Program through ICRMA and maintains coverage pursuant to the Workers' Compensation Laws of the State of California. The City is self-insured for the first \$500,000 of each claim. Excess insurance is provided through ICRMA from \$500,001 to the statutory limit per insured

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**9) SELF-INSURANCE PROGRAM - Continued**

occurrence.

Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported. At June 30, 2023, the amount of these liabilities was \$1,886,888. This liability is the City's best estimate based on available information.

**General Liability**

The City participates in the Liability Program through ICRMA and maintains coverage for comprehensive general and automobile liability, personal injury, contractual liability, errors and omissions, and certain other coverage. The City is self-insured for the first \$250,000 of each claim.

Excess insurance is provided through ICRMA from \$250,001 to \$35,000,000 per insured occurrence. Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. These losses include an estimate of claims that have been incurred but not reported. At June 30, 2023, the amount of these liabilities was \$3,258,309. This liability is the City's best estimate based on available information. Annual settlements during each of the last three fiscal years have not exceeded insurance coverage in any year.

**Changes in Self-Insurance Liability**

Changes in the reported claims liabilities resulted from the following:

	FY 2022-23	FY 2021-22	FY 2020-21
Beginning of Year	\$ 3,452,690	\$ 3,253,932	\$ 2,987,895
Claims and Changes in Estimates	5,500,411	1,970,134	1,694,576
Claim Payments	(3,807,904)	(1,771,376)	(1,428,539)
End of Year	<u>\$ 5,145,197</u>	<u>\$ 3,452,690</u>	<u>\$ 3,253,932</u>

**10) DEFICIT NET POSITION/FUND BALANCES**

The following deficits in non-major governmental funds at June 30, 2023 will be eliminated through the collection of revenues in the future:

	Deficit
Non-major Funds:	
Mall Maintenance Operations	158,523
Local Transportation	37,305
Recreation	30,674
Operating Grants	725,327

**11) COMMITMENTS AND CONTINGENCIES**

Various claims and lawsuits have been filed against the City in the normal course of business. Based upon information obtained from the City attorney and the self-insurance administrators, the estimated liability under such claims and litigation will not exceed the accrued self-insurance liability recorded in the government-wide statement of net position.

**City of San Fernando**  
**Notes to Financial Statements**  
Year Ended June 30, 2023

**11) COMMITMENTS AND CONTINGENCIES - Continued**

Also, the City has received State and Federal funds that are subject to review and audit by the grantor agencies. Such audits could generate expenditure disallowances under terms of the grants; however, it is believed that any such reimbursements will not be significant.

Outstanding construction commitments amounted to approximately \$12.4 million as of June 30, 2023.

**12) PRIOR PERIOD ADJUSTMENTS**

Beginning Net Position in Governmental Activities, and Beginning Fund Balances in Governmental Funds were reduced by \$8,559,721 for prior years' grant revenues which should have been reported as Unearned Revenues. Beginning Net Position in Governmental Activities was increased by \$1,093,325 for amounts which should have been reported as Grant Revenues in prior years.

**13) SUBSEQUENT EVENTS**

On May 1, 2023, the City Council approved a resolution establishing a Section 115 Trust for OPEB liabilities and related Multiple Employer OPEB/Pension 115 Trust. While initial funding of the account totaling \$500,000 was approved in the Fiscal Year 2022-2023 Adopted Budget, the cash to establish the fund was not transmitted until July 20, 2023.

## **REQUIRED SUPPLEMENTARY INFORMATION**

**City of San Fernando**  
**Required Supplementary Information**  
For the Year Ended June 30, 2023

**CHANGES IN TOTAL OPEB LIABILITY/(ASSETS) AND RELATED RATIOS**

	Measurement Period					
	2022	2021	2020	2019	2018	2017
<b>Total OPEB Liability</b>						
Service cost	\$ 1,573,742	\$ 1,832,835	\$ 1,588,774	\$ 1,398,168	\$ 1,380,011	\$ 1,601,768
Interest on total OPEB liability	924,278	1,256,206	1,397,186	1,630,542	1,552,449	1,364,732
Changes in assumptions	(11,402,013)	(1,490,219)	4,619,043	(2,513,954)	(425,186)	(4,804,507)
Actual vs. Expected Experience	-	(3,094,378)	-	-	-	-
Benefit payments, including refunds	(1,443,225)	(1,315,946)	(1,111,780)	(1,107,138)	(1,074,819)	(1,064,148)
Net change in total OPEB liability	(10,347,218)	(2,811,502)	6,493,223	(592,382)	1,432,455	(2,902,155)
Total OPEB liability - beginning	47,287,335	50,098,837	43,605,614	44,197,996	42,765,541	45,667,696
Total OPEB liability - ending	<u>\$ 36,940,117</u>	<u>\$ 47,287,335</u>	<u>\$ 50,098,837</u>	<u>\$ 43,605,614</u>	<u>\$ 44,197,996</u>	<u>\$ 42,765,541</u>
Covered-employee payroll	\$ 10,895,730	\$ 10,053,710	\$ 10,545,654	\$ 10,176,564	\$ 8,291,994	\$ 9,645,806
Total OPEB liability as a percentage of covered-employee payroll	339.03%	470.35%	475.07%	428.49%	533.02%	443.36%

Fiscal year 2018 was the first year of implementation; therefore, 10 years of information are not yet available.

**Notes to the Schedule of Changes in the City's Total OPEB Liability**

No assets are accumulated in a trust that meets the criteria in GASBS No. 75, paragraph 4, to pay related benefits.

**Benefit Changes:** None

**Changes in Assumptions:**

The discount rate was changed from 3.56% to 3.62% for the June 30, 2018 measurement period.

The discount rate was changed from 3.62% to 3.13% for the June 30, 2019 measurement period.

The discount rate was changed from 3.13% to 2.45% for the June 30, 2020 measurement period.

The discount rate was changed from 2.45% to 1.92% for the June 30, 2021 measurement period.

The discount rate was changed from 1.92% to 3.69% for the June 30, 2022 measurement period.



**City of San Fernando**  
**Required Supplementary Information**  
For the Year Ended June 30, 2023

**Schedule of the City's Proportionate Share of the Net Pension Liability**  
**Last 10 Years\***

Measurement Date	Proportion of the Net Pension Liability	Proportionate Share of Net Pension Liability	Covered Payroll	Proportionate Share of the Net Pension Liability as a % of Payroll	Plan Fiduciary Net Position as a % of the Total Pension Liability
2022	0.17521%	\$ 20,237,950	\$ 9,142,756	221.36%	86.26%
2021	0.60739%	32,849,738	9,231,146	355.86%	88.29%
2020	0.41953%	45,646,515	9,116,498	500.70%	65.60%
2019	0.41913%	42,948,198	8,514,403	504.42%	66.73%
2018	0.41904%	40,379,804	7,636,028	528.81%	67.74%
2017	0.40795%	40,457,482	7,744,402	522.41%	66.92%
2016	0.41569%	35,969,636	6,907,444	520.74%	68.39%
2015	0.43391%	29,783,281	6,342,163	469.61%	72.67%
2014	0.43086%	26,809,903	7,129,905	376.02%	75.28%

\*Fiscal year 2015 was the first year of implementation; therefore, 10 years of information are not yet available.

**Notes to the Schedule of the City's Proportionate Share of the Net Pension Liability**

**Benefit Changes:** None

**Changes in Assumptions:** In 2022, the accounting discount rate was changed from 7.15% to 6.90%. In 2017, the accounting discount rate changed from 7.65% to 7.15%.

**City of San Fernando**  
**Required Supplementary Information**  
For the Year Ended June 30, 2023

**Schedule of Pension Plan Contributions**  
**Last 10 Years\***

Fiscal Year	Contractually Required Contributions	Contributions in Relation to the Actuarially Determined Contributions	Contribution Deficiency/ (Excess)	Covered Payroll	Contributions as a % of Covered Payroll
2023	\$ 2,231,886	\$ (2,231,886)	\$ -	\$ 10,478,106	21.30%
2022	40,691,069	(4,417,075)	36,273,994	9,142,756	445.06%
2021	4,417,075	(4,417,075)	-	9,231,146	47.85%
2020	4,125,474	(4,125,474)	-	9,116,498	45.25%
2019	3,571,098	(3,571,098)	-	8,514,403	41.94%
2018	3,088,007	(3,088,007)	-	7,636,028	40.44%
2017	2,850,313	(2,850,313)	-	7,744,402	36.80%
2016	3,079,817	(3,079,817)	-	6,907,444	44.59%
2015	2,314,312	(2,314,312)	-	6,342,163	36.49%

\*Fiscal year 2015 was the first year of implementation; therefore, 10 years of information are not yet available.

**Notes to the Schedule of Plan Contributions**

Valuation Date: 6/30/2013, 6/30/2014, 6/30/2015, 6/30/2016, 6/30/2017, 6/30/2018, 6/30/2019, 6/30/2020 and 6/30/2021

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**General Fund**  
Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
<b>REVENUES</b>				
Taxes	\$ 17,957,820	\$ 18,103,878	\$ 20,049,742	\$ 1,945,864
Licenses and Permits	360,700	360,700	477,454	116,754
Charges for Services	781,774	781,774	665,499	(116,275)
Fines and Forfeitures	465,600	465,600	418,240	(47,360)
Investment Earnings	608,589	608,589	557,907	(50,682)
Intergovernmental	3,036,557	3,036,557	3,123,012	86,455
Other	43,000	43,000	61,674	18,674
Total Revenues	23,254,040	23,400,098	25,353,528	1,953,430
<b>EXPENDITURES</b>				
Current:				
General Government:				
City Council	179,000	179,000	162,770	16,230
Administration	492,350	492,350	515,830	(23,480)
Personnel	403,205	403,205	376,507	26,698
City Attorney	153,914	430,792	476,414	(45,622)
City Clerk	271,828	271,828	258,560	13,268
Elections	61,641	61,641	38,678	22,963
Financial Management	711,617	711,617	684,654	26,963
Information Technology	519,271	519,839	365,113	154,726
Retirement and Nondepartmental	1,608,088	1,435,795	908,851	526,944
Public Safety:				
Police	10,268,099	10,279,008	10,870,792	(591,784)
Fire	3,150,000	3,062,793	3,062,793	-
Community Development	1,675,707	1,744,578	1,292,723	451,855
Public Works	2,297,295	2,371,202	2,014,085	357,117
Parks and Recreation	1,709,930	1,710,961	1,656,096	54,865
Capital Outlay	-	-	4,990	(4,990)
Debt Service	-	24,642	24,642	-
Total Expenditures	23,501,945	23,699,251	22,713,498	985,753
Excess (Deficiency) of Revenues over Expenditures	(247,905)	(299,153)	2,640,030	2,939,183
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers In	520,000	520,000	520,000	-
Transfers Out	(281,333)	(3,309,885)	(3,108,194)	201,691
Total Other Financing Sources (Uses)	238,667	(2,789,885)	(2,588,194)	201,691
Net Change in Fund Balances	(9,238)	(3,089,038)	51,836	3,140,874
Fund Balance, Beginning of Year	10,231,041	10,231,041	10,231,041	-
Fund Balance, End of Year	\$ 10,221,803	\$ 7,142,003	\$ 10,282,877	\$ 3,140,874

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - Retirement Tax Fund**  
Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
<b>REVENUES</b>				
Taxes	\$ 4,587,178	\$ 4,587,178	\$ 5,272,636	\$ 685,458
Investment Earnings	-	-	(24,654)	(24,654)
Other	100,000	100,000	195,680	95,680
<b>Total Revenues</b>	<b>4,687,178</b>	<b>4,687,178</b>	<b>5,443,662</b>	<b>756,484</b>
<b>EXPENDITURES</b>				
Current:				
General Government	1,632,573	1,632,573	1,326,130	306,443
Public Safety	1,134,960	1,134,960	1,164,811	(29,851)
Community Development	72,711	72,711	72,555	156
Public Works	104,717	104,717	115,640	(10,923)
Parks and Recreation	85,678	85,678	87,728	(2,050)
Debt Service:				
Principal	1,030,000	1,030,000	1,030,000	-
Interest and Fiscal Charges	712,126	712,126	712,126	-
<b>Total Expenditures</b>	<b>4,772,765</b>	<b>4,772,765</b>	<b>4,508,990</b>	<b>263,775</b>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(85,587)	(85,587)	934,672	1,020,259
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers In	201,201	201,201	-	(201,201)
Transfers Out	-	-	-	-
<b>Total Other Financing Sources (Uses)</b>	<b>201,201</b>	<b>201,201</b>	<b>-</b>	<b>(201,201)</b>
<b>Net Change in Fund Balances</b>	<b>115,614</b>	<b>115,614</b>	<b>934,672</b>	<b>819,058</b>
Fund Balance, Beginning of Year	9,435,544	9,435,544	9,435,544	-
Fund Balance, End of Year	<u>\$ 9,551,158</u>	<u>\$ 9,551,158</u>	<u>\$ 10,370,216</u>	<u>\$ 819,058</u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - ARPA Fund**  
Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
<b>REVENUES</b>				
Intergovernmental	\$ -	\$ 5,568,340	\$ 5,568,340	\$ -
Other	-	-	-	-
Total Revenues	-	5,568,340	5,568,340	-
<b>EXPENDITURES</b>				
Current:				
General Government	-	917,645	62,003	855,642
Public Works	-	3,650,990	194,892	3,456,098
Capital Outlay	-	1,007,232	1,007,232	-
Total Expenditures	-	5,575,867	1,264,127	4,311,740
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(7,527)	4,304,213	4,311,740
Fund Balance, Beginning of Year	7,527	7,527	7,527	-
Fund Balance, End of Year	<u>\$ 7,527</u>	<u>\$ -</u>	<u>\$ 4,311,740</u>	<u>\$ 4,311,740</u>

**City of San Fernando**  
**Notes to Required Supplementary Information**  
Year Ended June 30, 2023

**BUDGETS AND BUDGETARY ACCOUNTING**

The budget of the City is a detailed operating plan, which identifies estimated costs and results in relation to estimated revenues. The budget includes (1) the program, projects, series, and activities to be provided during the fiscal year, (2) the estimated resources (inflows) and amounts available for appropriation and (3) the estimated charges to appropriations. The budget represents a process through which policy decisions are made, implemented and controlled. The City Charter prohibits expending funds for which there is no legal appropriation.

The City's procedures for preparing the budgetary data reflected in the financial statements are:

- The annual budget provides for the general operation of the City and is adopted by the City Council after the holding of a public hearing. The budget figures presented in the accompanying required supplementary information financial schedules represent the original and final revised budget and include proposed expenditures and related financing.
- The City Council approves total budget appropriations and may amend the budget by motion during the fiscal year. The City Manager is authorized to transfer within individual fund budgets without the approval of City Council; however, total appropriations may not be exceeded at the department level. The legal level of budgetary control is at the department level. The appropriated budget covers City expenditures in the General Fund, and Special Revenue Funds. Project length plans are adopted for the capital projects funds with unexpended funds at June 30 re-appropriated in the following year. The debt service on bond issues constitutes a legally authorized "non-appropriated budget". During fiscal year 2022-23, approximately \$200,000 in supplemental budget appropriations in the General Fund were approved by the City Council.
- Formal budgetary integration is employed as a management control device during the year. Commitments for materials and services, such as purchase orders and contracts, are recorded as encumbrances to assist in controlling expenditures. Encumbrances at year-end lapse, and then are added to the following year's budgeted appropriations.
- Annual budgets for the General and Special Revenue Funds are adopted on a basis substantially consistent with generally accepted accounting principles. Actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items. No budgetary comparisons are presented for the Proprietary Funds, as the City is not legally required to adopt budgets for this type of fund. In addition, the City did not adopt a budget for the Housing Special Revenue Fund.
- Capital projects are budgeted through the Capital Projects Funds on a project-by-project basis. Appropriations for capital projects authorized but not constructed or completed during the year lapse at year-end, and are then included as part of appropriations in the following year's annual budget.

Budget information is presented as supplementary information for the other governmental special revenue funds. Budgeted revenue amounts represent the original budget modified by Council-authorized adjustments during the year which were contingent upon new, or additional revenue sources. Budgeted expenditure amounts represent original appropriations adjusted for supplemental appropriations during the year. The budgets conform, in all material respects, to generally accepted accounting principles, which serves as the budgeting basis. Appropriations lapse at year-end.

## **SUPPLEMENTARY INFORMATION**

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - Capital Grants Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Intergovernmental	\$ 27,746,051	\$ 7,622,547	\$ (20,123,504)
Other	-	-	-
<b>Total Revenues</b>	<u>27,746,051</u>	<u>7,622,547</u>	<u>(20,123,504)</u>
<b>EXPENDITURES</b>			
Current:			
Public Safety	-	610	(610)
Public Works	-	-	-
Parks and Recreation	952,989	802,629	150,360
Capital Outlay	41,608,029	13,714,252	27,893,777
Debt Service:			
Principal	1,335,441	499,254	836,187
Interest and Fiscal Charges	14,927	14,927	-
<b>Total Expenditures</b>	<u>43,911,386</u>	<u>15,031,672</u>	<u>28,879,714</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(16,165,335)	(7,409,125)	8,756,210
Fund Balance, Beginning of Year	(1,092,637)	(1,092,637)	-
Fund Balance, End of Year	<u>\$ (17,257,972)</u>	<u>\$ (8,501,762)</u>	<u>\$ 8,756,210</u>



THIS PAGE INTENTIONALLY LEFT BLANK

**City of San Fernando**  
**Other Governmental Funds**  
June 30, 2023

**SPECIAL REVENUE FUNDS**

Special revenue funds account for specific revenues that are legally restricted to expenditures for particular purposes. The other special revenue funds include:

**Measure R Special Revenue Fund** - accounts for the receipt of Measure R funds, which is a county-wide half-cent (\$0.50) transaction tax restricted for traffic relief.

**Mall Maintenance** - Accounts for the Downtown Area Parking, and Mall Maintenance and Assessment District. The funds received are used for maintenance and upkeep, including capital improvements, in the downtown area.

**Proposition A Local Transit** - Accounts for receipt and approved Local Transit Fund projects from a voter approved sales tax override for public transportation.

**Proposition C Discretionary** - Accounts for the maintenance of the mile-long bike path along the Metro-link Corridor in San Fernando.

**Traffic Safety** - Accounts for receipts from traffic fines as levied by local courts. Some of these funds are transferred to the General Fund for traffic safety purposes. The fund is required by Section 1463(b) of the California Penal Code.

**Parking Maintenance and Operations** - Accounts for parking receipts and maintenance of Business District parking facilities.

**Local Transportation** - Accounts for state funds allocated by the State for local pedestrian facility development or improvement.

**Recreation** - Accounts for receipts and the related expenditures from various recreation programs to be used for a specific program, such as sport leagues, craft and music classes, special events and concerts.

**Quimby Act Fees** - Accounts for revenues from real estate developers, who are required under state law to provide and support park facilities.

**Street Lighting** - Accounts for revenues and costs associated with the City's street lighting program.

**State Asset Forfeiture** - Accounts for the receipts and disbursements of state seized and forfeited assets from sale of controlled substances.

**State Gas Tax** – Accounts for the City's share of motor fuel tax revenue restricted for street maintenance and repairs.

**Federal Asset Forfeiture** - Accounts for the receipts and disbursements of federal seized and forfeited assets from sale of controlled substances.

**AQMD** - Accounts for South Coast Air Quality Management District revenues. These funds may be used for various programs to reduce air pollution.

**City of San Fernando**  
**Other Governmental Funds – Continued**  
June 30, 2023

**SPECIAL REVENUE FUNDS - Continued**

**Cash-in-Lieu of Parking** - Accounts for revenues and related expenditures from developers or builders who elect to pay a specified amount to the City instead of providing required parking.

**Pavement Management** - Accounts for all of the pavement impact fees that are generated and the expenditures that are made related to the streets and highway infrastructure.

**Proposition C** - Accounts for the receipt of the "half-cent" sales tax administered by Metro. These funds are to be used to reduce traffic congestion, improve air quality, improve conditions of streets/freeways, and reduce foreign fuel dependence.

**Community Development Block Grant (CDBG)** - Accounts for expenses of the Community Development Block Grant received through the County of Los Angeles.

**Community Development Surcharge** – Accounts for receipts of business license and building related surcharges and disbursements which fund building ongoing programs to promote disabled accessibility and the City's land management enterprise software.

**Operating Grants** - Accounts for revenues that are restricted for specific operating purposes, including law enforcement and parks and recreation.

**Surface Transportation Program Local Funding (STP Local Fund)** - Accounts for revenues received from a local sales tax measure to be used for street projects.

**SLESF** - Accounts for revenues received which are restricted for law enforcement.

**Measure M** - Accounts for "half-cent" local return revenues from the County-wide sales tax administered by Metro. These funds are to be used to repave local streets, potholes and traffic signals, as well as expand the rail and rapid transit system with the overall objective of easing traffic congestion.

**Road Maintenance and Rehab** - Accounts for local return revenues received from the State of California (SB1) to address deferred maintenance on the State Highways system and local street and road system.

**Measure W** - Accounts for revenues from the County-wide parcel tax that provides local, dedicated funding for rainwater and urban runoff management to increase the region's local water supply, improve water quality, and protect public health.

**Housing** - Accounts for receipts from repayments of low-income housing loans and other housing related revenue. The proceeds are restricted for low income housing purposes.

**CAPITAL PROJECTS FUNDS**

**Capital Outlay** - Accounts for capital projects funded by unrestricted general revenues for specific capital projects.

**City of San Fernando**  
**Combining Balance Sheet**  
**Other Governmental Funds**  
June 30, 2023

	Measure R	Mall Maintenance Operations	Proposition A Local Transit	Proposition C Discretionary	Traffic Safety
<b>ASSETS</b>					
Cash and Investments	\$ 607,288	\$ -	\$ 371,879	\$ 21,305	\$ 11,741
Restricted Cash and Investments	1,925	-	-	-	-
Receivables:					
Taxes	-	-	-	-	-
Accounts	-	-	853	-	905
Grants	-	-	-	-	-
Leases	-	-	-	-	-
Loans	-	-	-	-	-
Prepaid Items	-	-	-	-	-
<b>Total Assets</b>	<b>\$ 609,213</b>	<b>\$ -</b>	<b>\$ 372,732</b>	<b>\$ 21,305</b>	<b>\$ 12,646</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ 110,082	\$ 2,392	\$ 20,397	\$ -	\$ -
Accrued Liabilities	203	5,366	2,092	-	43
Deposits	10	-	-	-	-
Due to Other Funds	-	150,765	-	-	-
Unearned Revenue	-	-	-	-	-
Due to Other Agencies	-	-	-	-	-
<b>Total Liabilities</b>	<b>110,295</b>	<b>158,523</b>	<b>22,489</b>	<b>-</b>	<b>43</b>
<b>DEFERRED INFLOWS</b>					
Lease Related	-	-	-	-	-
Unavailable Revenues - Grants	-	-	-	-	-
<b>Total Deferred Inflows</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCES</b>					
Prepaid Items	-	-	-	-	-
Restricted for:					
Transportation	498,918	-	350,243	21,305	12,603
Housing	-	-	-	-	-
Air Pollution	-	-	-	-	-
Parks and Recreation	-	-	-	-	-
Public Safety	-	-	-	-	-
Community Development	-	-	-	-	-
Parking	-	-	-	-	-
Unassigned	-	(158,523)	-	-	-
<b>Total Fund Balances</b>	<b>498,918</b>	<b>(158,523)</b>	<b>350,243</b>	<b>21,305</b>	<b>12,603</b>
<b>Total Liabilities, Deferred Inflows and Fund Balances</b>	<b>\$ 609,213</b>	<b>\$ -</b>	<b>\$ 372,732</b>	<b>\$ 21,305</b>	<b>\$ 12,646</b>

Parking Maintenance and Operations	Local Transportation	Recreation	Quimby Act Fees	Street Lighting	State Asset Forfeiture	State Gas Tax
\$ 365,054	\$ -	\$ -	\$ 33,996	\$ 492,429	\$ 308	\$ 150,551
-	-	-	-	-	-	-
1,658	-	-	-	6,090	-	52,129
-	-	-	-	-	-	-
-	-	-	-	-	-	-
175,611	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	895	-	-	-	-
<u>\$ 542,323</u>	<u>\$ -</u>	<u>\$ 895</u>	<u>\$ 33,996</u>	<u>\$ 498,519</u>	<u>\$ 308</u>	<u>\$ 202,680</u>
\$ 22,123	\$ 851	\$ 16,833	\$ -	\$ 25,655	\$ -	\$ 202,680
3,195	-	13,784	152	3,707	-	-
1,067	-	-	-	-	-	-
-	36,454	952	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>26,385</u>	<u>37,305</u>	<u>31,569</u>	<u>152</u>	<u>29,362</u>	<u>-</u>	<u>202,680</u>
175,020	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>175,020</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	-	895	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	33,844	-	-	-
-	-	-	-	469,157	308	-
-	-	-	-	-	-	-
340,918	-	-	-	-	-	-
-	(37,305)	(31,569)	-	-	-	-
<u>340,918</u>	<u>(37,305)</u>	<u>(30,674)</u>	<u>33,844</u>	<u>469,157</u>	<u>308</u>	<u>-</u>
<u>\$ 542,323</u>	<u>\$ -</u>	<u>\$ 895</u>	<u>\$ 33,996</u>	<u>\$ 498,519</u>	<u>\$ 308</u>	<u>\$ 202,680</u>

Continued

**City of San Fernando**  
**Combining Balance Sheet**  
**Other Governmental Funds - Continued**  
June 30, 2023

	Federal Asset Forfeiture	AQMD	Cash-in-Lieu of Parking	Pavement Management	Proposition C
<b>ASSETS</b>					
Cash and Investments	\$ 174	\$ 172,842	\$ 497,484	\$ 13,734	\$ 512,680
Restricted Cash and Investments	-	-	-	-	-
Receivables:					
Taxes	-	7,844	-	-	-
Accounts	-	-	-	-	-
Grants	-	-	-	-	-
Leases	-	-	-	-	-
Loans	-	-	-	-	-
Prepaid Items	-	-	-	-	-
<b>Total Assets</b>	<b>\$ 174</b>	<b>\$ 180,686</b>	<b>\$ 497,484</b>	<b>\$ 13,734</b>	<b>\$ 512,680</b>
<b>LIABILITIES</b>					
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 220,014
Accrued Liabilities	-	-	-	-	20,554
Deposits	-	-	-	-	-
Due to Other Funds	-	-	-	-	-
Unearned Revenue	-	-	-	-	-
Due to Other Agencies	-	-	-	-	-
<b>Total Liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>240,568</b>
<b>DEFERRED INFLOWS</b>					
Lease Related	-	-	-	-	-
Unavailable Revenues - Grants	-	7,844	-	-	-
	-	7,844	-	-	-
<b>FUND BALANCES</b>					
Prepaid Items	-	-	-	-	-
Restricted for:					
Transportation	-	-	497,484	13,734	272,112
Housing	-	-	-	-	-
Air Pollution	-	172,842	-	-	-
Parks and Recreation	-	-	-	-	-
Public Safety	174	-	-	-	-
Community Development	-	-	-	-	-
Parking	-	-	-	-	-
Unassigned	-	-	-	-	-
<b>Total Fund Balances</b>	<b>174</b>	<b>172,842</b>	<b>497,484</b>	<b>13,734</b>	<b>272,112</b>
<b>Total Liabilities, Deferred Inflows and Fund Balances</b>	<b>\$ 174</b>	<b>\$ 180,686</b>	<b>\$ 497,484</b>	<b>\$ 13,734</b>	<b>\$ 512,680</b>

Community Development Block Grant	Community Development Surcharge	Operating Grants	STP Local Fund	SLESF	Measure M	Road Maintenance & Rehab
\$ -	\$ 176,238	\$ -	\$ 246,806	\$ 209,295	\$ 1,557,752	\$ 1,114,005
-	-	-	-	-	-	-
-	-	-	-	-	-	92,480
-	230	3,198	-	-	-	-
34,336	-	646,784	-	-	-	-
-	-	-	-	-	-	-
243,070	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>\$ 277,406</u>	<u>\$ 176,468</u>	<u>\$ 649,982</u>	<u>\$ 246,806</u>	<u>\$ 209,295</u>	<u>\$ 1,557,752</u>	<u>\$ 1,206,485</u>
\$ 5,988	\$ 3,184	\$ 233,972	\$ -	\$ -	\$ 1,169,217	\$ 1,003,154
-	7,236	2,897	-	-	-	-
-	-	12,510	-	-	-	-
28,347	-	19,869	-	-	-	-
-	-	475,988	-	-	-	-
243,071	-	-	-	-	-	-
<u>277,406</u>	<u>10,420</u>	<u>745,236</u>	<u>-</u>	<u>-</u>	<u>1,169,217</u>	<u>1,003,154</u>
-	-	-	-	-	-	-
-	-	630,073	-	-	-	-
-	-	630,073	-	-	-	-
-	-	-	-	-	-	-
-	-	-	246,806	-	388,535	203,331
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	209,295	-	-
-	166,048	-	-	-	-	-
-	-	-	-	-	-	-
-	-	(725,327)	-	-	-	-
<u>-</u>	<u>166,048</u>	<u>(725,327)</u>	<u>246,806</u>	<u>209,295</u>	<u>388,535</u>	<u>203,331</u>
<u>\$ 277,406</u>	<u>\$ 176,468</u>	<u>\$ 649,982</u>	<u>\$ 246,806</u>	<u>\$ 209,295</u>	<u>\$ 1,557,752</u>	<u>\$ 1,206,485</u>

Continued

**City of San Fernando**  
**Combining Balance Sheet**  
**Other Governmental Funds - Continued**  
June 30, 2023

	Measure W	Housing	Capital Outlay	Total
<b>ASSETS</b>				
Cash and Investments	\$ 494,459	\$ 2,143,053	\$ 2,756,556	\$ 11,949,629
Restricted Cash and Investments	-	-	-	1,925
Receivables:				
Taxes	-	-	-	160,201
Accounts	-	-	-	5,186
Grants	-	-	-	681,120
Leases	-	-	-	175,611
Loans	-	1,273,762	-	1,516,832
Prepaid Items	-	-	-	895
<b>Total Assets</b>	<b>\$ 494,459</b>	<b>\$ 3,416,815</b>	<b>\$ 2,756,556</b>	<b>\$ 14,491,399</b>
<b>LIABILITIES</b>				
Accounts Payable	\$ 30,335	\$ -	\$ 1,272,918	\$ 4,339,795
Accrued Liabilities	-	169	-	59,398
Deposits	-	-	-	13,587
Due to Other Funds	-	-	-	236,387
Unearned Revenue	-	-	-	475,988
Due to Other Agencies	-	-	-	243,071
<b>Total Liabilities</b>	<b>30,335</b>	<b>169</b>	<b>1,272,918</b>	<b>5,368,226</b>
<b>DEFERRED INFLOWS</b>				
Lease Related	-	-	-	175,020
Unavailable Revenues - Grants	-	-	-	637,917
	-	-	-	812,937
<b>FUND BALANCES</b>				
Prepaid Items	-			895
Restricted for:				
Transportation	464,124	-	-	2,969,195
Housing	-	3,416,646	-	3,416,646
Air Pollution	-	-	-	172,842
Parks and Recreation	-	-	-	33,844
Public Safety	-	-	-	678,934
Community Development	-	-	1,483,638	1,649,686
Parking	-	-	-	340,918
Unassigned	-	-	-	(952,724)
<b>Total Fund Balances</b>	<b>464,124</b>	<b>3,416,646</b>	<b>1,483,638</b>	<b>8,310,236</b>
<b>Total Liabilities, Deferred Inflows and Fund Balances</b>	<b>\$ 494,459</b>	<b>\$ 3,416,815</b>	<b>\$ 2,756,556</b>	<b>\$ 14,491,399</b>



THIS PAGE INTENTIONALLY LEFT BLANK

**City of San Fernando**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Other Governmental Funds**  
Year Ended June 30, 2023

	Measure R	Mall Maintenance Operations	Proposition A Local Transit	Proposition C Discretionary	Traffic Safety
<b>REVENUES</b>					
Taxes	\$ 404,656	\$ 44,090	\$ 650,651	\$ -	\$ -
Licenses and Permits	-	-	-	-	-
Charges for Services	-	-	11,863	-	-
Fines and Forfeitures	-	-	-	-	5,045
Investment Earnings	34,824	-	1,463	128	-
Intergovernmental	-	-	-	-	-
Other	-	-	-	-	-
Total Revenues	439,480	44,090	663,977	128	5,045
<b>EXPENDITURES</b>					
Current:					
General Government	-	-	-	-	-
Public Safety	-	-	-	-	-
Community Development	-	-	-	-	-
Public Works	4,658	95,344	569,357	-	-
Parks and Recreation	-	-	-	-	-
Capital Outlay	945,557	-	-	-	-
Debt Service:					
Principal	95,000	-	-	-	-
Interest and Fiscal Charges	81,238	-	-	-	-
Total Expenditures	1,126,453	95,344	569,357	-	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(686,973)	(51,254)	94,620	128	5,045
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Net Change in Fund Balances	(686,973)	(51,254)	94,620	128	5,045
Fund Balances, Beginning (Restated)	1,185,891	(107,269)	255,623	21,177	7,558
Fund Balances, End of Year	\$ 498,918	\$ (158,523)	\$ 350,243	\$ 21,305	\$ 12,603

Parking Maintenance and Operations	Local Transportation	Recreation	Quimby Act Fees	Street Lighting	State Asset Forfeiture	State Gas Tax
\$ 57,841	\$ -	\$ -	\$ -	\$ 333,420	\$ -	\$ -
-	-	-	-	-	-	-
123,165	-	176,937	35,130	-	-	-
-	-	-	-	-	-	-
43,387	-	-	(1,288)	-	410	-
-	3,292	-	-	-	-	597,880
-	-	-	-	-	-	-
<u>224,393</u>	<u>3,292</u>	<u>176,937</u>	<u>33,842</u>	<u>333,420</u>	<u>410</u>	<u>597,880</u>
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
212,831	-	-	-	250,819	-	295,312
-	-	200,343	-	-	-	-
-	17,670	-	-	-	9,961	123,687
-	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>212,831</u>	<u>17,670</u>	<u>200,343</u>	<u>-</u>	<u>250,819</u>	<u>9,961</u>	<u>418,999</u>
-	-	-	-	-	-	-
11,562	(14,378)	(23,406)	33,842	82,601	(9,551)	178,881
-	-	-	-	-	-	-
-	-	-	-	-	-	(250,000)
-	-	-	-	-	-	(250,000)
11,562	(14,378)	(23,406)	33,842	82,601	(9,551)	(71,119)
329,356	(22,927)	(7,268)	2	386,556	9,859	71,119
<u>\$ 340,918</u>	<u>\$ (37,305)</u>	<u>\$ (30,674)</u>	<u>\$ 33,844</u>	<u>\$ 469,157</u>	<u>\$ 308</u>	<u>\$ -</u>

Continued

**City of San Fernando**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Other Governmental Funds - Continued**  
Year Ended June 30, 2023

	Federal Asset Forfeiture	AQMD	Cash-in-Lieu of Parking	Pavement Management	Proposition C
<b>REVENUES</b>					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ 539,697
Licenses and Permits	-	-	-	-	-
Charges for Services	-	-	-	-	-
Fines and Forfeitures	-	-	-	-	-
Investment Earnings	364	(358)	2,990	83	(2,082)
Intergovernmental	-	31,344	-	-	-
Other	-	-	-	-	-
Total Revenues	364	30,986	2,990	83	537,615
<b>EXPENDITURES</b>					
Current:					
General Government	-	-	-	-	-
Public Safety	-	-	-	-	-
Community Development	-	-	-	-	-
Public Works	-	-	-	-	210,253
Parks and Recreation	-	-	-	-	-
Capital Outlay	8,763	-	-	-	512,296
Debt Service:					
Principal	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-
Total Expenditures	8,763	-	-	-	722,549
Excess (Deficiency) of Revenues Over (Under) Expenditures	(8,399)	30,986	2,990	83	(184,934)
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers In	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-
Net Change in Fund Balances	(8,399)	30,986	2,990	83	(184,934)
Fund Balances, Beginning (Restated)	8,573	141,856	494,494	13,651	457,046
Fund Balances, End of Year	\$ 174	\$ 172,842	\$ 497,484	\$ 13,734	\$ 272,112

Community Development Block Grant	Community Development Surcharge	Operating Grants	STP Local Fund	SLESF	Measure M	Road Maintenance & Rehab
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457,752	\$ -
-	-	-	-	-	-	-
-	52,469	-	-	-	-	-
-	-	-	-	-	-	-
-	(1,232)	-	(9,430)	800	(2,054)	21,896
57,446	20,911	492,573	250,887	165,271	-	527,765
-	-	7,750	-	-	-	-
<u>57,446</u>	<u>72,148</u>	<u>500,323</u>	<u>241,457</u>	<u>166,071</u>	<u>455,698</u>	<u>549,661</u>
-	-	9,389	-	-	-	-
-	-	151,512	-	-	-	-
-	-	118,359	-	-	-	-
24,976	26,363	36,049	-	-	-	-
5,475	-	629,456	-	-	-	-
-	-	-	-	-	1,477,013	1,883,588
-	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>30,451</u>	<u>26,363</u>	<u>944,765</u>	<u>-</u>	<u>-</u>	<u>1,477,013</u>	<u>1,883,588</u>
<u>26,995</u>	<u>45,785</u>	<u>(444,442)</u>	<u>241,457</u>	<u>166,071</u>	<u>(1,021,315)</u>	<u>(1,333,927)</u>
-	-	-	-	-	-	-
-	-	-	-	(150,000)	-	-
-	-	-	-	(150,000)	-	-
26,995	45,785	(444,442)	241,457	16,071	(1,021,315)	(1,333,927)
<u>(26,995)</u>	<u>120,263</u>	<u>(280,885)</u>	<u>5,349</u>	<u>193,224</u>	<u>1,409,850</u>	<u>1,537,258</u>
<u>\$ -</u>	<u>\$ 166,048</u>	<u>\$ (725,327)</u>	<u>\$ 246,806</u>	<u>\$ 209,295</u>	<u>\$ 388,535</u>	<u>\$ 203,331</u>

Continued

**City of San Fernando**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Other Governmental Funds - Continued**  
Year Ended June 30, 2023

	Measure W	Housing	Capital Outlay	Total
<b>REVENUES</b>				
Taxes	\$ 275,319	\$ -	\$ -	\$ 2,763,426
Licenses and Permits	-	-	-	-
Charges for Services	-	-	-	399,564
Fines and Forfeitures	-	-	-	5,045
Investment Earnings	(2,036)	380	-	88,245
Intergovernmental	-	-	-	2,147,369
Other	-	-	-	7,750
Total Revenues	273,283	380	-	5,411,399
<b>EXPENDITURES</b>				
Current:				
General Government	-	-	-	9,389
Public Safety	-	-	-	151,512
Community Development	-	19,913	-	138,272
Public Works	159,432	-	-	1,885,394
Parks and Recreation	-	-	-	835,274
Capital Outlay	-	-	3,427,093	8,405,628
Debt Service:				
Principal	-	-	-	95,000
Interest and Fiscal Charges	-	-	-	81,238
Total Expenditures	159,432	19,913	3,427,093	11,601,707
Excess (Deficiency) of Revenues Over (Under) Expenditures	113,851	(19,533)	(3,427,093)	(6,190,308)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers In	-	-	3,053,194	3,053,194
Transfers Out	-	-	-	(400,000)
Total Other Financing Sources (Uses)	-	-	3,053,194	2,653,194
Net Change in Fund Balances	113,851	(19,533)	(373,899)	(3,537,114)
Fund Balances, Beginning (Restated)	350,273	3,436,179	1,857,537	11,847,350
Fund Balances, End of Year	\$ 464,124	\$ 3,416,646	\$ 1,483,638	\$ 8,310,236

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - Measure R Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Taxes	\$ 375,701	\$ 404,656	\$ 28,955
Investment Earnings	-	34,824	34,824
	<u>375,701</u>	<u>439,480</u>	<u>63,779</u>
Total Revenues			
<b>EXPENDITURES</b>			
Current:			
Public Works	2,584	4,658	(2,074)
Capital Outlay	1,381,570	945,557	436,013
Debt Service:			
Principal	95,000	95,000	-
Interest and Fiscal Charges	81,238	81,238	-
	<u>1,560,392</u>	<u>1,126,453</u>	<u>433,939</u>
Total Expenditures			
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,184,691)	(686,973)	497,718
Fund Balance, Beginning of Year	<u>1,185,891</u>	<u>1,185,891</u>	<u>-</u>
Fund Balance, End of Year	<u>\$ 1,200</u>	<u>\$ 498,918</u>	<u>\$ 497,718</u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Mall Maintenance Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Taxes	\$ 85,000	\$ 44,090	\$ (40,910)
Total Revenues	<u>85,000</u>	<u>44,090</u>	<u>(40,910)</u>
<b>EXPENDITURES</b>			
Current:			
Public Works	<u>90,259</u>	<u>95,344</u>	<u>(5,085)</u>
Total Expenditures	<u>90,259</u>	<u>95,344</u>	<u>(5,085)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(5,259)	(51,254)	(45,995)
Fund Balance, Beginning of Year	<u>(107,269)</u>	<u>(107,269)</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ (112,528)</u></u>	<u><u>\$ (158,523)</u></u>	<u><u>\$ (45,995)</u></u>



**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Proposition A Local Transit Fund**  
Year Ended June 30, 2023

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
<b>REVENUES</b>			
Taxes	\$ 603,918	\$ 650,651	\$ 46,733
Charges for Services	15,314	11,863	(3,451)
Investment Earnings	<u>-</u>	<u>1,463</u>	<u>1,463</u>
Total Revenues	<u>619,232</u>	<u>663,977</u>	<u>44,745</u>
<b>EXPENDITURES</b>			
Current:			
Public Works	<u>605,724</u>	<u>569,357</u>	<u>36,367</u>
Total Expenditures	<u>605,724</u>	<u>569,357</u>	<u>36,367</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	13,508	94,620	81,112
Fund Balance, Beginning of Year	<u>255,623</u>	<u>255,623</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ 269,131</u></u>	<u><u>\$ 350,243</u></u>	<u><u>\$ 81,112</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Proposition C Discretionary Fund**  
Year Ended June 30, 2023

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
<b>REVENUES</b>			
Investment Earnings	\$ -	\$ 128	\$ 128
Intergovernmental	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenues	<u>-</u>	<u>128</u>	<u>128</u>
<b>EXPENDITURES</b>			
Capital Outlay	<u>1,528,757</u>	<u>-</u>	<u>1,528,757</u>
Total Expenditures	<u>1,528,757</u>	<u>-</u>	<u>1,528,757</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,528,757)	128	1,528,885
Fund Balance, Beginning of Year	<u>21,177</u>	<u>21,177</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ (1,507,580)</u></u>	<u><u>\$ 21,305</u></u>	<u><u>\$ 1,528,885</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Traffic Safety Fund**  
Year Ended June 30, 2023

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
<b>REVENUES</b>			
Fines and Forfeitures	\$ -	\$ 5,045	\$ 5,045
Total Revenues	<u>-</u>	<u>5,045</u>	<u>5,045</u>
<b>EXPENDITURES</b>			
Current:			
Public Works	-	-	-
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	5,045	5,045
Fund Balance, Beginning of Year	<u>7,558</u>	<u>7,558</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ 7,558</u></u>	<u><u>\$ 12,603</u></u>	<u><u>\$ 5,045</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Parking Maintenance and Operations Fund**  
Year Ended June 30, 2023

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
<b>REVENUES</b>			
Taxes	\$ 50,000	\$ 57,841	\$ 7,841
Charges for Services	132,500	123,165	(9,335)
Investment Earnings	<u>25,789</u>	<u>43,387</u>	<u>17,598</u>
Total Revenues	<u>208,289</u>	<u>224,393</u>	<u>16,104</u>
<b>EXPENDITURES</b>			
Current:			
Public Works	226,863	212,831	14,032
Capital Outlay	<u>150,000</u>	<u>-</u>	<u>150,000</u>
Total Expenditures	<u>376,863</u>	<u>212,831</u>	<u>164,032</u>
Excess (Deficiency) of Revenues Over (under) Expenditures	(168,574)	11,562	180,136
Fund Balance, Beginning of Year	<u>329,356</u>	<u>329,356</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ 160,782</u></u>	<u><u>\$ 340,918</u></u>	<u><u>\$ 180,136</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Local Transportation Fund**  
Year Ended June 30, 2023

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
<b>REVENUES</b>			
Intergovernmental	\$ 23,311	\$ 3,292	\$ (20,019)
Total Revenues	<u>23,311</u>	<u>3,292</u>	<u>(20,019)</u>
<b>EXPENDITURES</b>			
Current:			
Public Works	-	-	-
Capital Outlay	<u>23,311</u>	<u>17,670</u>	<u>5,641</u>
Total Expenditures	<u>23,311</u>	<u>17,670</u>	<u>5,641</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	(14,378)	(14,378)
Fund Balance, Beginning of Year	<u>(22,927)</u>	<u>(22,927)</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ (22,927)</u></u>	<u><u>\$ (37,305)</u></u>	<u><u>\$ (14,378)</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Recreation Fund**  
Year Ended June 30, 2023

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
<b>REVENUES</b>			
Charges for Services	\$ 272,744	\$ 176,937	\$ (95,807)
Total Revenues	<u>272,744</u>	<u>176,937</u>	<u>(95,807)</u>
<b>EXPENDITURES</b>			
Current:			
Parks and Recreation	<u>279,510</u>	<u>200,343</u>	<u>79,167</u>
Total Expenditures	<u>279,510</u>	<u>200,343</u>	<u>79,167</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(6,766)	(23,406)	(16,640)
Fund Balance, Beginning of Year	<u>(7,268)</u>	<u>(7,268)</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ (14,034)</u></u>	<u><u>\$ (30,674)</u></u>	<u><u>\$ (16,640)</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Quimby Act Fees Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Charges for Services	\$ -	\$ 35,130	35,130
Investment Earnings	-	(1,288)	(1,288)
Other	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenues	<u>-</u>	<u>33,842</u>	<u>33,842</u>
<b>EXPENDITURES</b>			
Current:			
Parks and Recreation	-	-	-
Capital Outlay	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (under) Expenditures	-	33,842	33,842
Fund Balance, Beginning of Year	<u>2</u>	<u>2</u>	<u>-</u>
Fund Balance, End of Year	<u>\$ 2</u>	<u>\$ 33,844</u>	<u>\$ 33,842</u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Street Lighting Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Taxes	\$ 327,550	\$ 333,420	\$ 5,870
Total Revenues	327,550	333,420	5,870
<b>EXPENDITURES</b>			
Current:			
Public Works	327,550	250,819	76,731
Total Expenditures	327,550	250,819	76,731
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	82,601	82,601
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers In	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balance	-	82,601	82,601
Fund Balance, Beginning of Year	386,556	386,556	-
Fund Balance, End of Year	\$ 386,556	\$ 469,157	\$ 82,601



**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - State Asset Forfeiture Fund**  
Year Ended June 30, 2023

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
<b>REVENUES</b>			
Fines and Forfeitures	\$ -	\$ -	\$ -
Investment Earnings	<u>-</u>	<u>410</u>	<u>410</u>
Total Revenues	<u>-</u>	<u>410</u>	<u>410</u>
<b>EXPENDITURES</b>			
Capital Outlay	<u>9,961</u>	<u>9,961</u>	<u>-</u>
Total Expenditures	<u>9,961</u>	<u>9,961</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(9,961)	(9,551)	410
Fund Balance, Beginning of Year	<u>9,859</u>	<u>9,859</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ (102)</u></u>	<u><u>\$ 308</u></u>	<u><u>\$ 410</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - State Gas Tax Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Intergovernmental	\$ 721,383	\$ 597,880	\$ (123,503)
Total Revenues	721,383	597,880	(123,503)
<b>EXPENDITURES</b>			
Current:			
Public Works	299,072	295,312	3,760
Capital Outlay	242,930	123,687	119,243
Total Expenditures	542,002	418,999	123,003
Excess (Deficiency) of Revenues Over (Under) Expenditures	179,381	178,881	(500)
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers Out	(250,000)	(250,000)	-
Total Other Financing Sources (Uses)	(250,000)	(250,000)	-
Net Change in Fund Balances	(70,619)	(71,119)	(500)
Fund Balance, Beginning of Year	71,119	71,119	-
Fund Balance, End of Year	\$ 500	\$ -	\$ (500)

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Federal Asset Forfeiture Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Fines and Forfeitures	\$ -	\$ -	\$ -
Investment Earnings	-	364	364
	-	364	364
Total Revenues	-	364	364
<b>EXPENDITURES</b>			
Capital Outlay	8,763	8,763	-
	8,763	8,763	-
Total Expenditures	8,763	8,763	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(8,763)	(8,399)	364
Fund Balance, Beginning of Year	8,573	8,573	-
Fund Balance, End of Year	\$ (190)	\$ 174	\$ 364

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - AQMD Fund**  
Year Ended June 30, 2023

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
<b>REVENUES</b>			
Investment Earnings	\$ -	\$ (358)	\$ (358)
Intergovernmental	<u>30,000</u>	<u>31,344</u>	<u>1,344</u>
Total Revenues	<u>30,000</u>	<u>30,986</u>	<u>986</u>
<b>EXPENDITURES</b>			
Current:			
Public Works	-	-	-
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	30,000	30,986	986
Fund Balance, Beginning of Year	<u>141,856</u>	<u>141,856</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ 171,856</u></u>	<u><u>\$ 172,842</u></u>	<u><u>\$ 986</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Cash-in-Lieu of Parking Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Investment Earnings	\$ -	\$ 2,990	\$ 2,990
Other	-	-	-
	-	-	-
Total Revenues	-	2,990	2,990
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers In	-	-	-
	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	-	2,990	2,990
Fund Balance, Beginning of Year	494,494	494,494	-
Fund Balance, End of Year	\$ 494,494	\$ 497,484	\$ 2,990

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Pavement Management Fund**  
Year Ended June 30, 2023

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
<b>REVENUES</b>			
Investment Earnings	\$ -	\$ 83	\$ 83
Total Revenues	<u>-</u>	<u>83</u>	<u>83</u>
<b>EXPENDITURES</b>			
Current:			
General Government	-	-	-
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	83	83
Fund Balance, Beginning of Year	<u>13,651</u>	<u>13,651</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ 13,651</u></u>	<u><u>\$ 13,734</u></u>	<u><u>\$ 83</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Proposition C Fund**  
Year Ended June 30, 2023

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
<b>REVENUES</b>			
Taxes	\$ 500,934	\$ 539,697	\$ 38,763
Investment Earnings	-	(2,082)	(2,082)
	<u>500,934</u>	<u>537,615</u>	<u>36,681</u>
<b>Total Revenues</b>			
<b>EXPENDITURES</b>			
Current:			
Public Works	231,886	210,253	21,633
Capital Outlay	512,296	512,296	-
	<u>744,182</u>	<u>722,549</u>	<u>21,633</u>
<b>Total Expenditures</b>			
Excess (Deficiency) of Revenues Over (Under) Expenditures	(243,248)	(184,934)	58,314
Fund Balance, Beginning of Year	457,046	457,046	-
Fund Balance, End of Year	<u>\$ 213,798</u>	<u>\$ 272,112</u>	<u>\$ 58,314</u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Community Development Block Grant Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Intergovernmental	\$ 303,639	\$ 57,446	\$ (246,193)
Total Revenues	<u>303,639</u>	<u>57,446</u>	<u>(246,193)</u>
<b>EXPENDITURES</b>			
Current:			
Community Development	200,000	-	200,000
Public Works	78,639	24,976	53,663
Parks and Recreation	25,000	5,475	19,525
Capital Outlay	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>303,639</u>	<u>30,451</u>	<u>273,188</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	26,995	26,995
Fund Balance, Beginning of Year	<u>(26,995)</u>	<u>(26,995)</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ (26,995)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 26,995</u></u>



**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Community Development Surcharge Fund**  
Year Ended June 30, 2023

	Budgeted Amounts <u>Final</u>	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Charges for Services	\$ 30,000	\$ 52,469	\$ 22,469
Investment Earnings	-	(1,232)	(1,232)
Intergovernmental	<u>20,000</u>	<u>20,911</u>	<u>911</u>
Total Revenues	<u>50,000</u>	<u>72,148</u>	<u>22,148</u>
<b>EXPENDITURES</b>			
Current:			
Community Development	-	-	-
Public Works	<u>32,402</u>	<u>26,363</u>	<u>6,039</u>
Total Expenditures	<u>32,402</u>	<u>26,363</u>	<u>6,039</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	17,598	45,785	28,187
Fund Balance, Beginning of Year	<u>120,263</u>	<u>120,263</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ 137,861</u></u>	<u><u>\$ 166,048</u></u>	<u><u>\$ 28,187</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Operating Grants Fund**  
Year Ended June 30, 2023

	Budgeted Amounts <u>Final</u>	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Investment Earnings	\$ -	\$ -	\$ -
Intergovernmental	1,876,453	492,573	(1,383,880)
Other	<u>7,500</u>	<u>7,750</u>	<u>250</u>
 Total Revenues	 <u>1,883,953</u>	 <u>500,323</u>	 <u>(1,383,630)</u>
<b>EXPENDITURES</b>			
Current:			
General Government	10,000	9,389	611
Public Safety	610,010	151,512	458,498
Community Development	145,728	118,359	27,369
Public Works	314,067	36,049	278,018
Parks and Recreation	<u>1,035,399</u>	<u>629,456</u>	<u>405,943</u>
 Total Expenditures	 <u>2,115,204</u>	 <u>944,765</u>	 <u>1,170,439</u>
 Excess (Deficiency) of Revenues Over (Under) Expenditures	 (231,251)	 (444,442)	 (213,191)
 Fund Balance, Beginning of Year	 <u>(280,885)</u>	 <u>(280,885)</u>	 <u>-</u>
 Fund Balance, End of Year	 <u><u>\$ (512,136)</u></u>	 <u><u>\$ (725,327)</u></u>	 <u><u>\$ (213,191)</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - STP Local Fund**  
Year Ended June 30, 2023

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
<b>REVENUES</b>			
Investment Earnings	\$ -	\$ (9,430)	\$ (9,430)
Intergovernmental	<u>250,887</u>	<u>250,887</u>	<u>-</u>
Total Revenues	<u>250,887</u>	<u>241,457</u>	<u>(9,430)</u>
<b>EXPENDITURES</b>			
Capital Outlay	<u>250,887</u>	<u>-</u>	<u>250,887</u>
Total Expenditures	<u>250,887</u>	<u>-</u>	<u>250,887</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	241,457	241,457
Fund Balance, Beginning of Year	<u>5,349</u>	<u>5,349</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ 5,349</u></u>	<u><u>\$ 246,806</u></u>	<u><u>\$ 241,457</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - SLESF Local Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Investment Earnings	\$ -	\$ 800	\$ 800
Intergovernmental	150,000	165,271	15,271
	<u>150,000</u>	<u>165,271</u>	<u>15,271</u>
Total Revenues	150,000	166,071	16,071
	<u>150,000</u>	<u>166,071</u>	<u>16,071</u>
<b>EXPENDITURES</b>			
Current:			
Public Safety	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	150,000	166,071	16,071
	<u>150,000</u>	<u>166,071</u>	<u>16,071</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers Out	(150,000)	(150,000)	-
	<u>(150,000)</u>	<u>(150,000)</u>	<u>-</u>
Total Other Financing Sources (Uses)	(150,000)	(150,000)	-
	<u>(150,000)</u>	<u>(150,000)</u>	<u>-</u>
Net Change in Fund Balances	-	16,071	16,071
Fund Balance, Beginning of Year	193,224	193,224	-
	<u>193,224</u>	<u>193,224</u>	<u>-</u>
Fund Balance, End of Year	\$ 193,224	\$ 209,295	\$ 16,071
	<u>\$ 193,224</u>	<u>\$ 209,295</u>	<u>\$ 16,071</u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Measure M Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Taxes	\$ 425,794	\$ 457,752	\$ 31,958
Investment Earnings	-	(2,054)	(2,054)
	<u>425,794</u>	<u>455,698</u>	<u>29,904</u>
Total Revenues			
<b>EXPENDITURES</b>			
Capital Outlay	1,841,791	1,477,013	364,778
	<u>1,841,791</u>	<u>1,477,013</u>	<u>364,778</u>
Total Expenditures			
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,415,997)	(1,021,315)	394,682
Fund Balance, Beginning of Year	1,409,850	1,409,850	
Fund Balance, End of Year	<u>\$ (6,147)</u>	<u>\$ 388,535</u>	<u>\$ 394,682</u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Road Maintenance & Rehab Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Investment Earnings	\$ -	\$ 21,896	\$ 21,896
Intergovernmental	564,259	527,765	(36,494)
Total Revenues	564,259	549,661	(14,598)
<b>EXPENDITURES</b>			
Capital Outlay	2,101,017	1,883,588	217,429
Total Expenditures	2,101,017	1,883,588	217,429
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,536,758)	(1,333,927)	202,831
Fund Balance, Beginning of Year	1,537,258	1,537,258	
Fund Balance, End of Year	\$ 500	\$ 203,331	\$ 202,831

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Measure W Fund**  
Year Ended June 30, 2023

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
<b>REVENUES</b>			
Investment Earnings	\$ -	\$ (2,036)	\$ (2,036)
Intergovernmental	<u>280,000</u>	<u>275,319</u>	<u>(4,681)</u>
Total Revenues	<u>280,000</u>	<u>273,283</u>	<u>(6,717)</u>
<b>EXPENDITURES</b>			
Current:			
Public Works	<u>445,000</u>	<u>159,432</u>	<u>285,568</u>
Total Expenditures	<u>445,000</u>	<u>159,432</u>	<u>285,568</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(165,000)	113,851	278,851
Fund Balance, Beginning of Year	<u>350,273</u>	<u>350,273</u>	<u>-</u>
Fund Balance, End of Year	<u><u>\$ 185,273</u></u>	<u><u>\$ 464,124</u></u>	<u><u>\$ 278,851</u></u>

**City of San Fernando**  
**Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**Budget and Actual - Capital Outlay Fund**  
Year Ended June 30, 2023

	Budgeted Amounts Final	Actual Amounts	Variance with Final Budget
<b>REVENUES</b>			
Taxes	\$ -	\$ -	\$ -
Total Revenues	-	-	-
<b>EXPENDITURES</b>			
Capital Outlay	4,859,983	3,427,093	1,432,890
Total Expenditures	4,859,983	3,427,093	1,432,890
Excess (Deficiency) of Revenues Over (Under) Expenditures	(4,859,983)	(3,427,093)	1,432,890
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers In	3,053,194	3,053,194	-
Total Other Financing Sources (Uses)	3,053,194	3,053,194	-
Net Change in Fund Balances	(1,806,789)	(373,899)	1,432,890
Fund Balance, Beginning of Year	1,857,537	1,857,537	-
Fund Balance, End of Year	\$ 50,748	\$ 1,483,638	\$ 1,432,890



## **NONMAJOR ENTERPRISE FUNDS**

**City of San Fernando**  
**Nonmajor Enterprise Funds**  
June 30, 2023

**Compressed Natural Gas Fund** - This fund is used to account for, track, and manage the operations of a publicly accessible CNG fueling station.

**Waste Disposal Fund** - This fund is used to account for the collection of solid waste from all residential utility accounts within the City. As of February 2014, solid waste collection, disposal, and billing services are provided through an exclusive franchise agreement with a private waste disposal company.

**City of San Fernando**  
**Combining Statement of Net Position**  
**Nonmajor Enterprise Funds**  
June 30, 2023

	Compressed Natural Gas	Waste Disposal	Totals
<b>ASSETS</b>			
Current Assets:			
Cash and Investments	\$ 135,924	\$ 49,650	\$ 185,574
Accounts Receivable	-	-	-
Total Current Assets	<u>135,924</u>	<u>49,650</u>	<u>185,574</u>
Noncurrent Assets:			
Capital Assets:			
Equipment	-	53,657	53,657
Accumulated Depreciation	-	(53,657)	(53,657)
Total Noncurrent Assets	<u>-</u>	<u>-</u>	<u>-</u>
Total Assets	<u>135,924</u>	<u>49,650</u>	<u>185,574</u>
<b>LIABILITIES</b>			
Current Liabilities:			
Accounts Payable	31,754	6,530	38,284
Accrued Liabilities	2	-	2
Total Current Liabilities	<u>31,756</u>	<u>6,530</u>	<u>38,286</u>
<b>NET POSITION</b>			
Net Investment In Capital Assets	-	-	-
Unrestricted	104,168	43,120	147,288
Total Net Position	<u>\$ 104,168</u>	<u>\$ 43,120</u>	<u>\$ 147,288</u>

**City of San Fernando**  
**Combining Statement of Revenues, Expenses, and Changes in Net Position**  
**Nonmajor Enterprise Funds**  
Year Ended June 30, 2023

	Compressed Natural Gas	Waste Disposal	Totals
<b>OPERATING REVENUES</b>			
Charges for Services	\$ 448,230	\$ -	\$ 448,230
Other	2,735	-	2,735
	<u>450,965</u>	<u>-</u>	<u>450,965</u>
<b>OPERATING EXPENSES</b>			
Administration and General	-	-	-
Maintenance and Operations	496,035	7,492	503,527
Depreciation	-	2,508	2,508
	<u>496,035</u>	<u>10,000</u>	<u>506,035</u>
Total Operating Expenses	<u>496,035</u>	<u>10,000</u>	<u>506,035</u>
Operating Income (Loss)	<u>(45,070)</u>	<u>(10,000)</u>	<u>(55,070)</u>
<b>NONOPERATING REVENUES (EXPENSES)</b>			
Interest Income	3,109	340	3,449
	<u>3,109</u>	<u>340</u>	<u>3,449</u>
Total Nonoperating Revenues (Expenses)	<u>3,109</u>	<u>340</u>	<u>3,449</u>
Income (Loss) Before Transfers	(41,961)	(9,660)	(51,621)
Transfers In	-	-	-
Transfers Out	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
Change in Net Position	(41,961)	(9,660)	(51,621)
Net Position, Beginning of Year	146,129	52,780	198,909
Net Position, End of Year	<u>\$ 104,168</u>	<u>\$ 43,120</u>	<u>\$ 147,288</u>

**City of San Fernando**  
**Combining Statement of Cash Flows**  
**Nonmajor Enterprise Funds**  
Year Ended June 30, 2023

	Compressed Natural Gas	Waste Disposal	Totals
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Receipts from Customers and Users	\$ 449,654	\$ -	\$ 449,654
Payments to Suppliers and Contractors	(490,807)	(962)	(491,769)
Payments to Employees	-	-	-
Other Operating Income	2,735	-	2,735
Net Cash from Operating Activities	(38,418)	(962)	(39,380)
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>			
Transfers from Other Funds	-	-	-
Transfers to Other Funds	-	-	-
Net Cash from Noncapital Financing Activities	-	-	-
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>			
Acquisition of Capital Assets	-	-	-
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Interest Received	3,109	340	3,449
Net Increase (Decrease) in Cash	(35,309)	(622)	(35,931)
Cash and Cash Equivalents - Beginning of Year	171,233	50,272	221,505
Cash and Cash Equivalents - End of Year	<u>\$ 135,924</u>	<u>\$ 49,650</u>	<u>\$ 185,574</u>
<b>Reconciliation of Operating Income (Loss) to Net Cash from Operating Activities:</b>			
Operating Income (Loss)	\$ (45,070)	\$ (10,000)	\$ (55,070)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:			
Depreciation	-	2,508	2,508
Changes in Assets and Liabilities:			
(Increase) Decrease in Accounts Receivable	1,424	-	1,424
Increase (Decrease) in Accounts Payable	5,228	6,530	11,758
Net Cash Provided by Operating Activities	<u>\$ (38,418)</u>	<u>\$ (962)</u>	<u>\$ (39,380)</u>

## **INTERNAL SERVICE FUNDS**

**City of San Fernando**  
**Combining Statement of Net Position**  
**Internal Service Funds**  
June 30, 2023

	Governmental Activities Internal Service Funds			
	Equipment Replacement	Facilities Maintenance	Self Insurance	Totals
<b>ASSETS</b>				
Current Assets:				
Cash and Investments	\$ 994,393	\$ 28,969	\$ 2,002,203	\$ 3,025,565
Accounts Receivable	-	261	59,064	59,325
Inventory	44,982	-	-	44,982
Prepaid Items	-	-	-	-
Due From Other Funds	-	-	-	-
Total Current Assets	<u>1,039,375</u>	<u>29,230</u>	<u>2,061,267</u>	<u>3,129,872</u>
Noncurrent Assets:				
Capital Assets - Buildings	-	81,268	-	81,268
Capital Assets - Equipment	345,787	193,714	-	539,501
Less: Accumulated Depreciation	<u>(121,913)</u>	<u>(62,605)</u>	<u>-</u>	<u>(184,518)</u>
Total Noncurrent Assets	<u>223,874</u>	<u>212,377</u>	<u>-</u>	<u>436,251</u>
Total Assets	<u>1,263,249</u>	<u>241,607</u>	<u>2,061,267</u>	<u>3,566,123</u>
<b>LIABILITIES</b>				
Current Liabilities:				
Accounts Payable	97,150	108,690	17,051	222,891
Accrued Liabilities	7,488	32,473	-	39,961
Insurance Assessment Payable - Current	-	-	81,057	81,057
Claims Payable - Current	-	-	1,552,825	1,552,825
Total Current Liabilities	<u>104,638</u>	<u>141,163</u>	<u>1,650,933</u>	<u>1,896,734</u>
Noncurrent Liabilities:				
Insurance Assessment Payable	-	-	243,171	243,171
Claims Payable	-	-	3,592,372	3,592,372
Total Noncurrent Liabilities	<u>-</u>	<u>-</u>	<u>3,835,543</u>	<u>3,835,543</u>
Total Liabilities	<u>104,638</u>	<u>141,163</u>	<u>5,486,476</u>	<u>5,732,277</u>
<b>NET POSITION</b>				
Net Investment In Capital Assets	223,874	212,377	-	436,251
Unrestricted	<u>934,737</u>	<u>(111,933)</u>	<u>(3,425,209)</u>	<u>(2,602,405)</u>
Total Net Position	<u>\$ 1,158,611</u>	<u>\$ 100,444</u>	<u>\$ (3,425,209)</u>	<u>\$ (2,166,154)</u>

**City of San Fernando**  
**Combining Statement of Revenues, Expenses, and Changes in Net Position**  
**Internal Service Funds**  
Year Ended June 30, 2023

	Governmental Activities Internal Service Funds			
	Equipment Replacement	Facilities Maintenance	Self Insurance	Totals
<b>OPERATING REVENUES</b>				
Charges for Services	\$ 689,592	\$ 1,527,953	\$ 1,508,306	\$ 3,725,851
Other	-	-	1,313,634	1,313,634
Total Operating Revenues	689,592	1,527,953	2,821,940	5,039,485
<b>OPERATING EXPENSES</b>				
Administration and General	274,352	1,454,442	4,167,083	5,895,877
Maintenance and Operations	315,698	254,735	-	570,433
Depreciation	101,331	29,513	-	130,844
Total Operating Expenses	691,381	1,738,690	4,167,083	6,597,154
Operating Income (Loss)	(1,789)	(210,737)	(1,345,143)	(1,557,669)
<b>NONOPERATING REVENUES (EXPENSES)</b>				
Interest Income	5,197	10,037	(6,066)	9,168
Total Nonoperating Revenues (Expenses)	5,197	10,037	(6,066)	9,168
Income (Loss) Before Transfers	3,408	(200,700)	(1,351,209)	(1,548,501)
Transfers In	-	95,008	60,000	155,008
Transfers Out	-	-	-	-
Change in Net Position	3,408	(105,692)	(1,291,209)	(1,393,493)
Net Position, Beginning of Year	1,155,203	206,136	(2,134,000)	(772,661)
Net Position, End of Year	\$ 1,158,611	\$ 100,444	\$ (3,425,209)	\$ (2,166,154)



**City of San Fernando**  
**Combining Statement of Cash Flows**  
**Internal Service Funds**  
Year Ended June 30, 2023

	Governmental Activities Internal Service Funds			
	Equipment Replacement	Facilities Maintenance	Self Insurance	Totals
<b>Cash Flows from Operating Activities</b>				
Cash Received from Interfund Services Provided	\$ 703,127	\$ 1,527,961	\$ 1,503,446	\$ 3,734,534
Cash Paid to Suppliers for Goods and Services	(292,229)	(287,871)	(2,655,871)	(3,235,971)
Cash Paid to Employees	(273,785)	(1,449,361)	-	(1,723,146)
Other Operating Income	-	-	1,313,634	1,313,634
Net Cash from Operating Activities	137,113	(209,271)	161,209	89,051
<b>Cash Flows from Noncapital Financing Activities</b>				
Transfers from Other Funds	-	95,008	60,000	155,008
Net Cash from Noncapital Financing Activities	-	95,008	60,000	155,008
<b>Cash Flows from Capital Financing Activities</b>				
Payments on Long-term Debt	-	(64,553)	-	(64,553)
Acquisition of Capital Assets	(193,745)	(81,268)	-	(275,013)
Net Cash Flows from Capital Financing Activities	(193,745)	(145,821)	-	(339,566)
<b>Cash Flows from Investing Activities</b>				
Interest Received	5,197	10,037	(6,066)	9,168
Net Increase (Decrease) in Cash	(51,435)	(250,047)	215,143	(86,339)
Cash and Cash Equivalents - Beginning of Year	1,045,828	279,016	1,787,060	3,111,904
Cash and Cash Equivalents - End of Year	\$ 994,393	\$ 28,969	\$ 2,002,203	\$ 3,025,565
<b>Reconciliation of Operating Income (Loss) to Net Cash from Operating Activities:</b>				
Operating Income (Loss)	\$ (1,789)	\$ (210,737)	\$ (1,345,143)	\$ (1,557,669)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:				
Depreciation	101,331	29,513	-	130,844
Changes in Assets and Liabilities:				
(Increase) Decrease in Accounts Receivable	13,535	8	(4,860)	8,683
(Increase) Decrease in Inventory	(455)	-	-	(455)
Increase (Decrease) in Accounts Payable	23,924	(33,136)	(100,238)	(109,450)
Increase (Decrease) in Accrued Liabilities	567	5,081	-	5,648
Increase (Decrease) in Insurance Payable	-	-	(81,057)	(81,057)
Increase (Decrease) in Claims Payable	-	-	1,692,507	1,692,507
Net Cash from Operating Activities	\$ 137,113	\$ (209,271)	\$ 161,209	\$ 89,051

## **STATISTICAL SECTION**

**City of San Fernando**  
**Description of Statistical Section Contents**  
**June 30, 2023**

This part of the City of San Fernando's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the government's overall financial health.

Contents:	<u>Pages</u>
<u>Financial Trends</u> these schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time	120
<u>Revenue Capacity</u> these schedules contain information to help the reader assess the City's most significant local revenue source, the property tax	130
<u>Debt Capacity</u> these schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future	139
<u>Demographic and Economic Information</u> these schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place	144
<u>Operating Information</u> these schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs	148

**City of San Fernando**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**

	Fiscal Year			
	2014	2015	2016	2017
Governmental activities:				
Net investment in capital assets	\$ 47,859,172	\$ 45,956,739	\$ 44,313,624	\$ 41,001,890
Restricted	11,909,107	5,887,197	5,926,880	5,847,710
Unrestricted	(20,208,301)	(40,687,419)	(39,587,196)	(32,938,991)
Total governmental activities net position	<u>\$ 39,559,978</u>	<u>\$ 11,156,517</u>	<u>\$ 10,653,308</u>	<u>\$ 13,910,609</u>
Business-type activities:				
Net investment in capital assets	\$ 14,866,478	\$ 14,634,533	\$ 14,592,937	\$ 14,515,239
Restricted	-	-	-	-
Unrestricted	8,626,377	8,157,375	7,404,904	3,639,086
Total business-type activities net position	<u>\$ 23,492,855</u>	<u>\$ 22,791,908</u>	<u>\$ 21,997,841</u>	<u>\$ 18,154,325</u>
Primary government:				
Net investment in capital assets	\$ 62,725,650	\$ 60,591,272	\$ 58,906,561	\$ 55,517,129
Restricted	11,909,107	5,887,197	5,926,880	5,847,710
Unrestricted	(11,581,924)	(32,530,044)	(32,182,292)	(29,299,905)
Total primary government net position	<u>\$ 63,052,833</u>	<u>\$ 33,948,425</u>	<u>\$ 32,651,149</u>	<u>\$ 32,064,934</u>

Source: City Finance Department

Fiscal Year					
2018	2019	2020	2021	2022	2023
\$ 42,239,084	\$ 40,925,297	\$ 40,816,119	\$ 41,717,958	\$ 40,754,134	\$ 63,770,882
17,998,631	20,621,615	21,199,073	24,260,931	32,145,559	23,985,734
(66,465,286)	(68,665,049)	(69,620,653)	(68,432,940)	(74,913,031)	(83,360,235)
<u>\$ (6,227,571)</u>	<u>\$ (7,118,137)</u>	<u>\$ (7,605,461)</u>	<u>\$ (2,454,051)</u>	<u>\$ (2,013,338)</u>	<u>\$ 4,396,381</u>
\$ 14,079,295	\$ 13,581,037	\$ 14,803,962	\$ 14,643,543	\$ 13,946,274	\$ 15,421,881
-	-	-	-	-	-
(3,091,126)	(2,373,104)	(2,089,865)	(410,665)	(3,395,964)	(5,425,294)
<u>\$ 10,988,169</u>	<u>\$ 11,207,933</u>	<u>\$ 12,714,097</u>	<u>\$ 14,232,878</u>	<u>\$ 10,550,310</u>	<u>\$ 9,996,587</u>
\$ 56,318,379	\$ 54,506,334	\$ 55,620,081	\$ 56,361,501	\$ 54,700,408	\$ 79,192,763
17,998,631	20,621,615	21,199,073	24,260,931	32,145,559	23,985,734
(69,556,412)	(71,038,153)	(71,710,518)	(68,843,605)	(78,308,995)	(88,785,529)
<u>\$ 4,760,598</u>	<u>\$ 4,089,796</u>	<u>\$ 5,108,636</u>	<u>\$ 11,778,827</u>	<u>\$ 8,536,972</u>	<u>\$ 14,392,968</u>

**City of San Fernando**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
**(accrual basis of accounting)**

	Fiscal Year			
	2014	2015	2016	2017
Expenses:				
Governmental activities:				
General government	\$ 4,619,200	\$ 4,935,760	\$ 7,744,559	\$ 4,769,539
Public safety	10,190,441	10,731,526	10,122,343	13,881,037
Community development	981,236	988,973	1,358,166	1,349,334
Public works	6,052,317	7,017,740	5,380,601	5,306,102
Parks and recreation	1,781,749	1,740,259	1,963,627	1,926,959
Interest on long-term debt	58,565	170,118	56,803	120,506
Total governmental activities expenses	23,683,508	25,584,376	26,626,099	27,353,477
Business-type activities:				
Water	2,981,710	3,204,499	3,260,071	3,692,438
Sewer	2,893,127	2,491,408	4,556,154	3,651,883
Compressed Natural Gas	-	-	-	-
Waste disposal	827,986	16,734	27,550	92,446
Total business-type activities expenses	6,702,823	5,712,641	7,843,775	7,436,767
Total primary government expenses	30,386,331	31,297,017	34,469,874	34,790,244
Program revenues:				
Governmental activities:				
Charges for services:				
General government	820,334	758,286	647,141	583,386
Public safety	1,538,619	1,407,121	2,367,700	1,235,131
Community development	431,884	412,683	339,593	380,342
Public works	912,209	763,728	414,979	438,527
Parks and recreation	564,742	397,055	254,491	475,553
Operating grants and contributions	2,851,032	3,386,430	2,409,666	2,272,862
Capital grants and contributions	1,204,330	704,193	1,042,672	1,732,169
Total governmental activities program revenues	8,323,150	7,829,496	7,476,242	7,117,970
Business-type activities:				
Charges for services:				
Water	3,806,797	3,849,880	3,813,635	4,274,122
Sewer	3,326,587	3,401,436	3,336,251	3,368,071
Compressed Natural Gas	-	-	-	-
Waste disposal	858,516	-	6,651	12,984
Total business-type activities program revenues	7,991,900	7,251,316	7,156,537	7,655,177
Total primary government program revenues	16,315,050	15,080,812	14,632,779	14,773,147
Net revenues (expenses):				
Governmental activities	(15,360,358)	(17,754,880)	(19,149,857)	(20,235,507)
Business-type activities	1,289,077	1,538,675	(687,238)	218,410
Total net revenues (expenses)	(14,071,281)	(16,216,205)	(19,837,095)	(20,017,097)

Source: City Finance Department

Fiscal Year					
2018	2019	2020	2021	2022	2023
\$ 5,003,034	\$ 7,604,642	\$ 6,695,845	\$ 8,331,758	\$ 11,508,546	\$ 8,535,396
13,046,118	13,844,371	15,706,963	12,449,356	20,651,820	23,133,497
1,275,585	1,357,983	1,448,244	1,791,458	3,047,990	1,450,838
4,966,748	5,085,991	4,587,387	5,856,079	2,872,863	6,732,859
1,735,878	1,819,230	1,912,396	1,965,303	2,134,123	3,039,015
128,661	88,665	86,044	100,653	417,763	817,025
26,156,024	29,800,882	30,436,879	30,494,607	40,633,105	43,708,630
3,389,704	4,154,617	4,151,358	4,354,894	6,855,816	7,102,186
4,458,457	3,703,978	2,860,657	3,011,816	5,312,532	2,602,834
42,825	80,355	136,837	95,615	164,488	496,035
5,898	3,227	3,284	5,961	3,403	10,000
7,896,884	7,942,177	7,152,136	7,468,286	12,336,239	10,211,055
34,052,908	37,743,059	37,589,015	37,962,893	52,969,344	53,919,685
595,511	882,306	940,109	836,190	110,542	743,378
1,243,148	1,196,184	1,185,587	958,218	1,036,628	1,081,023
400,844	525,102	575,485	492,207	498,787	643,162
423,286	462,055	415,899	489,028	490,496	448,638
445,635	439,805	282,675	131,349	268,658	357,301
3,032,809	2,777,539	2,851,522	3,927,950	6,089,498	9,205,604
1,910,721	1,154,463	1,059,134	5,194,218	7,390,400	16,944,785
8,051,954	7,437,454	7,310,411	12,029,160	15,885,009	29,423,891
4,411,292	4,426,813	4,656,746	4,993,300	5,234,121	5,228,074
3,435,103	3,449,801	3,643,176	4,025,086	3,866,293	4,088,886
68,467	117,355	187,994	140,910	133,450	450,965
16,994	6,416	278	114	6,467	-
7,931,856	8,000,385	8,488,194	9,159,410	9,240,331	9,767,925
15,983,810	15,437,839	15,798,605	21,188,570	25,125,340	39,191,816
(18,104,070)	(22,363,428)	(23,126,468)	(18,465,447)	(24,748,096)	(14,284,739)
34,972	58,208	1,336,058	1,691,124	(3,095,908)	(443,130)
(18,069,098)	(22,305,220)	(21,790,410)	(16,774,323)	(27,844,004)	(14,727,869)

(Continued)

**City of San Fernando**  
**Changes in Net Position**  
**Last Ten Fiscal Years - (Continued)**  
**(accrual basis of accounting)**

	Fiscal Year			
	2014	2015	2016	2017
General revenues and other changes in net position:				
Governmental activities:				
Taxes:				
Property	\$ 8,406,309	\$ 7,871,457	\$ 8,739,138	\$ 8,867,169
Sales and use	4,175,825	5,313,426	6,437,739	7,911,392
Property taxes in lieu of sales and use taxes	963,741	1,022,777	962,590	-
Business license taxes	1,043,365	1,114,416	1,184,994	1,483,606
Franchise	409,176	613,793	636,652	636,457
Other taxes	374,933	315,247	334,419	350,636
Investment income	16,790	50,748	72,181	102,733
Gain on sale of property	-	1,033,066	-	-
Other	573,853	43,010	107,561	48,101
Transfers	4,265,286	187,688	181,000	180,000
Extraordinary gain	-	-	-	-
Total governmental activities	<u>20,229,278</u>	<u>17,565,628</u>	<u>18,656,274</u>	<u>19,580,094</u>
Business-type activities:				
Investment income	10,458	17,287	64,545	30,788
Transfers	(719,708)	(187,688)	(181,000)	(180,000)
Total business-type activities	<u>(709,250)</u>	<u>(170,401)</u>	<u>(116,455)</u>	<u>(149,212)</u>
Total primary government	<u>19,520,028</u>	<u>17,395,227</u>	<u>18,539,819</u>	<u>19,430,882</u>
Changes in net position:				
Governmental activities	4,868,920	(189,252)	(493,583)	(655,413)
Business-type activities	579,827	1,368,274	(803,693)	69,198
Total primary government	<u>\$ 5,448,747</u>	<u>\$ 1,179,022</u>	<u>\$ (1,297,276)</u>	<u>\$ (586,215)</u>

Source: City Finance Department



Fiscal Year					
2018	2019	2020	2021	2022	2023
\$ 8,970,624	\$ 9,741,048	\$ 9,730,128	\$ 10,725,774	\$ 10,196,178	\$ 12,655,839
7,984,731	8,207,979	8,773,312	10,186,845	11,912,920	12,036,191
-	-	-	-	-	-
1,629,779	1,601,969	1,658,301	1,554,102	1,669,084	1,814,949
663,381	693,474	710,629	741,355	775,995	933,936
371,835	396,279	367,170	341,780	453,278	356,816
122,016	564,893	591,883	7,759	(167,636)	(121,784)
-	-	-	-	-	-
192,512	87,220	323,826	239,242	187,967	264,899
162,407	180,000	180,000	180,000	161,023	220,008
-	-	-	-	-	-
20,097,285	21,472,862	22,335,249	23,976,857	25,188,809	28,160,854
39,486	341,556	350,106	7,657	(425,637)	109,415
(162,407)	(180,000)	(180,000)	(180,000)	(161,023)	(220,008)
(122,921)	161,556	170,106	(172,343)	(586,660)	(110,593)
19,974,364	21,634,418	22,505,355	23,804,514	24,602,149	28,050,261
1,993,215	(890,566)	(791,219)	5,511,410	440,713	13,876,115
(87,949)	219,764	1,506,164	1,518,781	(3,682,568)	(553,723)
\$ 1,905,266	\$ (670,802)	\$ 714,945	\$ 7,030,191	\$ (3,241,855)	\$ 13,322,392

**City of San Fernando**  
**Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**

	Fiscal Year			
	2014	2015	2016	2017
General fund:				
Nonspendable	\$ 739,783	\$ 371,547	\$ 329,717	\$ 66,703
Unassigned	(6,433,688)	(4,485,592)	(3,409,964)	(1,541,792)
Total general fund	<u>\$ (5,693,905)</u>	<u>\$ (4,114,045)</u>	<u>\$ (3,080,247)</u>	<u>\$ (1,475,089)</u>
All other governmental funds:				
Nonspendable	\$ 118,720	\$ -	\$ -	\$ 1,000
Restricted	11,840,461	12,970,716	16,579,665	17,727,008
Unassigned	(238,284)	(86,502)	(423,525)	(480,384)
Total all other governmental funds	<u>\$ 11,720,897</u>	<u>\$ 12,884,214</u>	<u>\$ 16,156,140</u>	<u>\$ 17,247,624</u>

Source: City Finance Department

Fiscal Year					
2018	2019	2020	2021	2022	2023
\$ 66,308	\$ 1,140	\$ 1,600	\$ 234,225	\$ 7,384	\$ 33,955
(274,561)	1,820,023	3,624,944	7,525,244	10,223,657	10,248,922
<u>\$ (208,253)</u>	<u>\$ 1,821,163</u>	<u>\$ 3,626,544</u>	<u>\$ 7,759,469</u>	<u>\$ 10,231,041</u>	<u>\$ 10,282,877</u>
\$ 1,896	\$ -	\$ -	\$ -	\$ -	\$ 895
18,388,470	20,565,668	21,199,073	24,249,648	29,075,891	23,944,021
(759,477)	(168,996)	(564,543)	(100,585)	(318,386)	(9,454,486)
<u>\$ 17,630,889</u>	<u>\$ 20,396,672</u>	<u>\$ 20,634,530</u>	<u>\$ 24,149,063</u>	<u>\$ 28,757,505</u>	<u>\$ 14,490,430</u>

**City of San Fernando**  
**Changes in Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**

	Fiscal Year			
	2014	2015	2016	2017
Revenues:				
Taxes	\$ 14,372,140	\$ 15,890,424	\$ 18,243,024	\$ 18,814,442
Licenses and permits	410,512	437,765	335,010	243,960
Charges for services	2,919,857	2,403,038	2,115,806	1,282,281
Fines and forfeitures	589,571	576,778	643,927	576,710
Investment earnings	232,404	231,535	240,049	268,368
Intergovernmental	4,615,312	4,636,669	3,641,035	4,543,228
Other	1,013,376	402,521	423,599	383,686
Total revenues	<u>24,153,172</u>	<u>24,578,730</u>	<u>25,642,450</u>	<u>26,112,675</u>
Expenditures				
Current:				
General government	2,398,576	2,902,267	5,915,423	4,575,208
Public safety	9,811,572	10,473,341	10,988,468	10,976,722
Community development	775,446	779,446	1,021,757	1,093,430
Public works	4,248,932	4,675,026	3,284,258	2,890,550
Parks and recreation	1,693,085	1,649,985	1,774,799	1,730,136
Capital outlay	464,855	239,126	1,291,817	2,017,716
Debt service:				
Principal	384,000	1,572,692	-	65,000
Interest and fiscal charges	<u>58,565</u>	<u>170,118</u>	<u>27,559</u>	<u>147,271</u>
Total expenditures	<u>19,835,031</u>	<u>22,462,001</u>	<u>24,304,081</u>	<u>23,496,033</u>
Excess (deficiency) of revenues over (under) expenditures	<u>4,318,141</u>	<u>2,116,729</u>	<u>1,338,369</u>	<u>2,616,642</u>
Other financing sources (uses):				
Transfers in	11,677,345	1,520,854	628,658	424,262
Transfers out	(7,412,059)	(1,927,472)	(577,658)	(344,262)
Issuance of debt	-	-	2,785,000	-
Discount	-	-	131,355	-
Sale of property	<u>-</u>	<u>1,033,066</u>	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>4,265,286</u>	<u>626,448</u>	<u>2,967,355</u>	<u>80,000</u>
Net change in fund balances	<u>\$ 8,583,427</u>	<u>\$ 2,743,177</u>	<u>\$ 4,305,724</u>	<u>\$ 2,696,642</u>
Debt service as a percentage of noncapital expenditures	2.1%	9.0%	0.1%	0.9%

Source: City Finance Department

Fiscal Year					
2018	2019	2020	2021	2022	2023
\$ 19,667,257	\$ 18,814,442	\$ 20,275,158	\$ 23,389,661	\$ 25,511,611	\$ 28,085,804
279,620	243,960	427,751	326,352	307,168	477,454
1,238,793	1,282,281	1,091,558	804,704	1,704,485	1,065,063
436,941	576,710	601,491	507,441	436,977	423,285
312,908	268,368	1,156,718	652,506	(1,003,052)	621,498
5,511,368	4,543,228	4,778,327	9,724,347	13,828,362	18,461,268
526,313	383,686	553,673	492,219	186,920	265,104
<u>27,973,200</u>	<u>26,112,675</u>	<u>28,884,676</u>	<u>35,897,230</u>	<u>40,972,471</u>	<u>49,399,476</u>
5,085,790	4,575,208	5,754,393	6,088,117	38,525,520	5,184,899
11,746,344	10,976,722	12,861,226	12,462,556	13,761,519	15,250,518
1,056,819	1,093,430	1,269,661	1,395,892	1,152,739	1,503,550
2,849,581	2,890,550	2,847,769	2,870,545	3,140,952	4,210,011
1,604,650	1,730,136	1,854,561	1,552,613	2,198,823	3,381,727
3,755,234	2,017,716	1,963,289	4,444,583	4,379,872	23,132,102
80,000	65,000	85,000	604,174	1,819,761	1,624,254
134,681	147,271	92,038	89,481	427,290	832,933
<u>26,313,099</u>	<u>23,496,033</u>	<u>26,727,937</u>	<u>29,507,961</u>	<u>65,406,476</u>	<u>55,119,994</u>
<u>1,660,101</u>	<u>2,616,642</u>	<u>2,156,739</u>	<u>6,389,269</u>	<u>(24,434,005)</u>	<u>(5,720,518)</u>
469,234	424,262	583,805	470,000	2,859,602	3,573,194
(479,234)	(344,262)	(697,305)	(350,000)	(3,125,583)	(3,508,194)
-	-	-	1,498,189	31,780,000	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>(10,000)</u>	<u>80,000</u>	<u>(113,500)</u>	<u>1,618,189</u>	<u>31,514,019</u>	<u>65,000</u>
<u>\$ 1,650,101</u>	<u>\$ 2,696,642</u>	<u>\$ 2,043,239</u>	<u>\$ 8,007,458</u>	<u>\$ 7,080,014</u>	<u>\$ (5,655,518)</u>
1.0%	0.9%	0.8%	2.8%	3.8%	8.3%

**City of San Fernando  
Assessed Value of Taxable Property  
Last Ten Fiscal Years**

Fiscal Year Ended June 30	Residential	Commercial	Industrial	Other	Unsecured	Unknown	Taxable Assessed Value	Direct Tax Rate
2014	\$ 867,056,835	\$ 274,616,719	\$ 261,395,589	\$ 32,346,933	\$ 124,425,059	\$ -	\$1,559,841,135	0.39186%
2015	923,896,596	279,949,485	263,990,591	41,954,560	122,621,128	-	1,632,412,360	0.38353%
2016	957,625,272	298,635,774	274,576,052	40,631,968	114,207,014	-	1,685,676,080	0.38306%
2017	1,023,912,662	320,409,250	283,710,434	50,016,536	113,200,408	-	1,791,249,290	0.36884%
2018	1,070,024,605	328,575,573	296,848,115	46,781,682	112,403,426	-	1,854,633,401	0.36854%
2019	1,134,933,214	341,339,174	306,565,163	43,828,882	115,627,875		1,942,294,308	0.36433%
2020	1,195,481,281	363,074,783	317,648,622	57,747,212	111,592,898		2,045,544,796	0.34975%
2021	1,253,423,537	380,580,840	361,668,495	62,315,377	118,512,081		2,176,500,330	0.34140%
2022	1,302,779,137	399,672,614	370,612,016	66,056,507	114,603,029		2,253,723,303	0.30870%
2023	1,382,246,065	420,482,447	403,488,602	70,144,463	118,828,851		2,395,190,428	0.34683%

**Notes:**

Exempt values are not included in Total.

In 1978 the voters of the State of California passed Proposition 13 which limited taxes to a total maximum rate of 1%, based upon the assessed value of the property being taxed. Each year, the assessed value of the property may be increased by an "inflation factor" (limited to a maximum of 2%). With few exceptions, property is only reassessed as a result of new construction activity or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

**City of San Fernando**  
**Direct and Overlapping Property Tax Rates**  
**(Rate Per \$100 of Taxable Value)**  
**Last Ten Fiscal Years**

Agency	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23
Basic Levy <sup>1</sup>	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
LA Community College District	0.04454	0.04017	0.03575	0.03596	0.04599	0.04621	0.02717	0.04016	0.04376	0.02488
LA Unified School District	0.14644	0.14688	0.12971	0.13110	0.12219	0.12323	0.12552	0.13993	0.11323	0.12107
Metropolitan Water District	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350	0.00350
Tax District No. 1	0.25654	0.24832	0.24763	0.23247	0.23238	0.22734	0.21213	0.20357	0.16997	0.19033
Direct and Overlapping Tax Rates <sup>2</sup>	1.45102	1.43887	1.41659	1.40303	1.40406	1.40028	1.36832	1.38716	1.33046	1.33978
City Share of 1% Levy Per Prop 13 <sup>3</sup>	0.14560	0.14560	0.14560	0.14560	0.14560	0.14560	0.14560	0.14560	0.14560	0.14560
Voter Approved City Debt Rate	0.25654	0.24832	0.24763	0.23247	0.23238	0.22734	0.21213	0.20357	0.16997	0.19033
Redevelopment Rate <sup>4</sup>	-	-	-	-	-	-	-	-	-	-
Total Direct Rate <sup>5</sup>	0.39186	0.38353	0.38306	0.36884	0.36854	0.36433	0.34975	0.34140	0.30870	0.34683

**Notes:**

<sup>1</sup> In 1978, California voters passed Proposition 13 which set the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

<sup>2</sup> Overlapping rates are those of local and county governments that apply to property owners within the City. Not all overlapping rates apply to all city property owners.

<sup>3</sup> *City's Share of 1% Levy* is based on the City's share of the general fund tax rate area with the largest net taxable value within the City. ERAF general fund tax shifts may not be included in tax ratio figures.

<sup>4</sup> Redevelopment Rate is based on the largest RDA tax rate area and only includes rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA direct and overlapping rates are applied only to the incremental property values. The approval of ABX1 26 eliminated Redevelopment from the State of California for the Fiscal year 2012/13 and years thereafter.

<sup>5</sup> Total Direct Rate is the weighted average of all individual direct rates applied by the City/Agency preparing the statistical section information and excludes revenues derived from aircraft. Beginning in 2013/14 the Total Direct Rate no longer includes revenue generated from the former redevelopment tax rate areas. Challenges to recognized enforceable obligations are assumed to have been resolved during 2012/13. For the purposes of this report, residual revenue is assumed to be distributed to the City/Agency in same proportions as general fund revenue.

**City of San Fernando**  
**Principal Property Tax Payers**  
**Top Ten Property Owners Based On Net Values**  
**Current and Ten Years Ago**

2022/23			2013/14		
Taxpayer	Net Assessed Value	Percent of City's Total Net Assessed Value	Taxpayer	Net Assessed Value	Percent of City's Total Net Assessed Value
Pharmavite LLC	\$ 35,468,926	1.48%	CPF San Fernando LLC	\$ 72,156,724	4.63%
Rexford Industrial 1145 Arroyo LLC	31,390,082	1.31%	Pharmavite LLC	57,684,760	3.70%
Rexford Industrial 1150 Aviation LLC	31,213,693	1.30%	SFVS Company LLC	20,861,942	1.34%
Rexford Industrial 1245 Aviation LLC	27,388,981	1.14%	Foothill HD Retail Center LLC	19,602,028	1.26%
315 Partners LLC Lessor	25,709,241	1.07%	Ahi Glenoaks Inc.	15,933,378	1.02%
GC San Fernando LLC	25,008,685	1.04%	San Fernando Gateway LLC	14,762,425	0.95%
Foothill HD Retail Center LLC	22,746,245	0.95%	315 Partners LLC	14,086,011	0.90%
Rexford Industrial 1175 Aviation LLC	18,757,017	0.78%	San Fernando Associates	10,471,745	0.67%
Ahi Glenoaks Inc	18,489,131	0.77%	San Fernando Community Housing L	8,999,228	0.58%
San Fernando Gateway LLC	17,130,350	0.72%	San Fernando Valley Automotive LL	8,848,522	0.57%
Total Top Ten	<u>\$ 253,302,351</u>	<u>10.58%</u>	Total Top Ten	<u>\$ 243,406,763</u>	<u>15.60%</u>
Total Property Taxes	<u>\$ 2,395,190,428</u>		Total Property Taxes	<u>\$ 1,559,841,135</u>	

Data Source: Los Angeles County Assessor 2013/14 and 2022/23 Combined Tax Rolls and the SBE Non Unitary Tax Roll provided by HdL, Coren and Cone.



**City of San Fernando**  
**Property Tax Levies and Collections**  
**Last Ten Fiscal Years**

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	*Collected within the Fiscal Year of Levy		*Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2013	5,612,092	4,501,185	80.21%	(89,102)	4,412,083	78.62%
2014	4,146,929	5,685,040	137.09%	(125,983)	5,559,057	134.05%
2015	4,093,768	5,794,276	141.54%	(1,188)	5,793,088	141.51%
2016	5,660,595	6,559,722	115.88%	(2,899)	6,556,823	115.83%
2017	5,991,659	6,616,033	110.42%	(4,283)	6,611,750	110.35%
2018	5,953,422	6,241,044	104.83%	(20,237)	6,220,807	104.49%
2019	6,232,013	6,785,560	108.88%	(5,328)	6,780,232	108.80%
2020	6,467,481	6,606,745	102.15%	(14,509)	6,592,236	101.93%
2021	6,527,995	7,063,096	108.20%	(7,427)	7,055,669	108.08%
2022	5,853,804	6,471,752	110.56%	(9,270)	6,462,482	110.40%
2023	8,307,310	9,431,853	113.54%	(73,932)	9,357,921	112.65%

**Notes:**

The collections presented include City property taxes, supplemental assessments, and Redevelopment Agency tax increment (through FY 2012), as well as amounts collected by the City and Redevelopment Agency that were passed through to other agencies.

\*Supplemental assessments include voter-approved indebtedness for City employees' retirement, a lighting district, penalties and interest, which are not included in the Taxes levied. The collection of these supplemental assessments often cause the percent of levy to exceed 100%.

\*Beginning in FY 2013, former Redevelopment Agency property tax increment is not included.

**City of San Fernando  
Top 25 Sales Tax Producers**

**For Fiscal Year 2022-23**

<u>Business Name</u>	<u>Business Category</u>
Arco	Service Stations
Arroyo Building Materials	Building Materials
Casco	Contractors
CCAP Auto Lease	Auto Lease
Chipotle	Fast Casual Restaurants
CVS Pharmacy	Drug Stores
El Pollo Loco	Quick Service Restaurants
El Super	Grocery Stores
Enterprise Rent A Car	Transportation/Rentals
Ganas Auto	Used Automotive Dealers
Goodman Distribution	Contractors
Home Depot	Building Materials
IHOP	Casual Dining
MacLay Shell & Circle K	Service Stations
McDonalds	Quick Service Restaurants
Nachos Ornamental Supply	Contractors
Pool & Electrical Products	Plumbing/Electrical Supplies
Rydell Chrysler Dodge Jeep Ram	New Motor Vehicle Dealers
Smart & Final	Grocery Stores
T Mobile	Electronics/Appliance Stores
Taco Bell	Quick Service Restaurants
TMB Prodction Supplies & Services	Electrical Equipment
Truman Fuel	Service Stations
Vallarta Supermarket	Grocery Stores
WSS	Shoe Stores

**Percent of Fiscal Year Total Paid By Top 25 Accounts = 66.93%**

\* Firms Listed Alphabetically

Period: July 2022 Thru June 2023

Data Source: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, The HdL Companies

**City of San Fernando  
Top 25 Sales Tax Producers**

**For Fiscal Year 2013-14**

<u>Business Name</u>	<u>Business Category</u>
Acey Decy Lighting	Repair Shop/Equip. Rentals
Arco	Service Stations
Arroyo Building Materials	Building Materials
Casco	Contractors
El Pollo Loco	Quick Service Restaurants
El Super	Grocery Stores
Food 4 Less	Grocery Stores
Global HVAC Distributors	Plumbing/Electrical Supplies
Goodman Distribution	Contractors
Home Depot	Building Materials
Honda Lease Trust	Auto Lease
IHOP	Casual Dining
Jack in the Box	Quick Service Restaurants
McDonalds	Quick Service Restaurants
Nachos Ornamental Supply	Contractors
Pep Boys	Automotive Supply Stores
Pool & Electrical Products	Plumbing/Electrical Supplies
Rydell Chrysler Dodge Jeep Ram	New Motor Vehicle Dealers
Sams Club	Discount Department Stores
Southland Lighting	Plumbing/Electrical Supplies
T Mobile	Electronics/Appliance Stores
TMB Production Supplies & Services	Electrical Equipment
Truman 76	Service Stations
Vallarta Supermarket	Grocery Stores
WSS	Shoe Stores

**Percent of Fiscal Year Total Paid By Top 25 Accounts = 70.98%**

\* Firms Listed Alphabetically

Period: July 2013 Thru June 2014

Data Source: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, The HdL Companies

**City of San Fernando**  
**Taxable Sales by Category**  
**Last Ten Calendar Years**  
**(in thousands of dollars)**  
**Adjusted for Economic Data**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Apparel Stores	\$ 9,453	\$ 9,430	\$ 10,410	\$ 11,449	\$ 11,799
Food Stores	15,747	13,755	14,084	15,033	15,638
Eating and Drinking Places	52,942	54,660	61,175	66,313	72,031
Building Materials	86,283	90,292	96,112	102,799	114,471
Auto Dealers and Supplies	47,098	83,207	89,543	105,405	102,604
Service Stations	17,864	16,736	15,301	13,545	12,927
Other Retail Stores	55,934	57,238	63,804	64,745	64,723
All Other Outlets	87,492	94,765	111,902	123,989	126,499
	<hr/>				
Total	\$ 372,813	\$ 420,083	\$ 462,331	\$ 503,278	\$ 520,692
	<hr/>				

**Notes:**

Due to confidentiality issues, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the City's revenue.

**City of San Fernando**  
**Taxable Sales by Category**  
**Last Ten Calendar Years**  
**(in thousands of dollars)**  
**Adjusted for Economic Data**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Apparel Stores	\$ 12,361	\$ 12,393	\$ 11,244	\$ 15,098	\$ 15,743
Food Stores	16,028	16,168	16,725	16,881	17,652
Eating and Drinking Places	75,973	79,178	73,790	86,124	91,012
Building Materials	121,603	124,136	128,863	143,209	145,483
Auto Dealers and Supplies	109,902	127,894	139,414	167,705	161,623
Service Stations	14,988	14,421	9,974	19,911	25,544
Other Retail Stores	39,534	34,860	36,976	42,380	42,174
All Other Outlets	144,155	154,162	193,892	198,055	213,428
	<hr/>				
Total	\$ 534,544	\$ 563,212	\$ 610,878	\$ 689,363	\$ 712,659
	<hr/>				

Data Source: State Board of Equalization, CA Dept. of Taxes and Fees Administration, State Controller's Office and The HDL Companies

**City of San Fernando  
Water Customers  
Current Year and Ten Years Ago**

Water Customer	2023		Water Customer	2014	
	Water Charges	Percent of Total Water Revenues		Water Charges	Percent of Total Water Revenues
Pharmavite Corporation	\$ 70,148	1.42%	Pharmavite Corporation	\$ 42,748	1.25%
Pharmavite Corporation	32,656	0.66%	Pharmavite Corporaton	26,525	0.78%
Soo Bin IM	31,726	0.64%	Mission Park Apartment	20,491	0.60%
LA Board of Education	26,094	0.53%	MRCA	17,757	0.52%
LA Board of Education	25,929	0.53%	Bitman, Boris Bruce	16,961	0.50%
MSN Holdings	25,687	0.52%	LA Board of Education	16,582	0.49%
San Fernando City	20,436	0.41%	Martin & Denise Rile	16,581	0.49%
County of Los Angeles	20,190	0.41%	Wang, Pearl	13,078	0.38%
Puretek Corp.	19,619	0.40%	Fresenius Medical CA	12,365	0.36%
LA Board of Education	<u>19,028</u>	<u>0.39%</u>	Puretek Corp.	<u>12,300</u>	<u>0.36%</u>
<b>Total Top Ten</b>	<b>\$ 291,514</b>	<b>5.92%</b>	<b>Total Top Ten</b>	<b>\$ 195,389</b>	<b>5.72%</b>
<b>Total Water Revenue</b>	<b><u>\$ 4,924,562</u></b>		<b>Total Water Revenue</b>	<b><u>\$ 3,418,324</u></b>	

Data Source: City of San Fernando Finance Department Eden UB System (Water only).

**City of San Fernando**  
**Ratios of Outstanding Debt by Type**  
**Last Ten Fiscal Years**

Fiscal Year Ended June 30	Governmental Activites	Business-Type Activites		Total	Percentage of Personal Income	Per Capita
	Certificates of Participation	Loans	2020 Installment Sale Agreement			
2014	-	1,572,692	-	1,572,692	0.37%	65
2015	-	-	-	-	0.00%	-
2016	2,916,355	-	-	2,916,355	0.66%	117
2017	2,845,644	-	-	2,845,644	0.63%	115
2018	2,759,933	-	-	2,759,933	0.61%	112
2019	2,669,222	-	-	2,669,222	0.58%	109
2020	2,578,511	-	1,350,000	3,928,511	0.80%	162
2021	2,482,800	1,313,554	1,225,000	5,021,354	0.95%	210
2022	2,382,089	666,443	1,100,000	4,148,532	0.69%	175
2023	2,281,378	666,443	970,000	3,917,821	0.66%	165

**Notes:**

Details regarding the City's outstanding debt can be found in the notes to the financial statements. Personal income and Population numbers from

<https://www.census.gov/quickfacts/fact/table/sanfernandocitycalifornia,US/PST045221> visited 12/13/2022.

Date Source: City of San Fernando Finance Department.

## City of San Fernando Direct and Overlapping Debt

2022-23 Assessed Valuation: \$2,176,500,330

	Total Debt 6/30/2023	% Applicable (1)	City's Share of Debt 6/30/23
<b><u>OVERLAPPING TAX AND ASSESSMENT DEBT :</u></b>			
Metropolitan Water District	\$19,215,000	0.066%	\$12,682
Los Angeles Community College District	4,500,730,000	0.223	10,036,628
Los Angeles Unified School District	10,704,725,000	0.273	29,223,899
<b>TOTAL GROSS OVERLAPPING TAX AND ASSESSMENT DEBT</b>			<b>39,273,209</b>
Less: Los Angeles Unified School District economically defeased general obligation bonds			<u>614,959</u>
<b>TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT</b>			<b>\$38,658,250</b>
<b><u>DIRECT AND OVERLAPPING GENERAL FUND DEBT :</u></b>			
Los Angeles County General Fund Obligations	\$2,601,551,282	0.126%	\$3,277,955
Los Angeles County Superintendent of Schools Certificates of Participatiou	3,403,487	0.126	4,288
Los Angeles Unified School District General Fund Obligations	97,870,000	0.273	267,185
<b>City of San Fernando General Fund Obligations</b>	<b>33,920,000</b>	<b>100</b>	<b><u>33,920,000</u></b>
<b>TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT</b>			<b>\$37,469,428</b>
<b>TOTAL DIRECT DEBT</b>			<b>\$33,920,000</b>
<b>TOTAL GROSS OVERLAPPING DEBT</b>			<b>\$42,822,637</b>
<b>TOTAL NET OVERLAPPING DEBT</b>			<b>\$42,207,678</b>
<b>GROSS COMBINED TOTAL DEBT</b>			<b>\$76,742,637 (2)</b>
<b>NET COMBINED TOTAL DEBT</b>			<b>\$76,127,678</b>

(1) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue, sales tax revenue and non-bonded capital lease obligations.

Ratios to 2022-23 Assessed Valuation:

<b>Direct Debt (\$33,920,000)</b>	<b>1.56%</b>
Total Gross Overlapping Tax and Assessment Debt	1.80%
Total Net Overlapping Tax and Assessment Debt	1.78%
Gross Combined Total Debt	3.53%
Net Combined Total Debt	3.50%



THIS PAGE INTENTIONALLY LEFT BLANK

**City of San Fernando  
Legal Debt Margin Information  
Last Ten Fiscal Years**

Fiscal Year	2014	2015	2016	2017	2018
Assessed Valuation	1,559,841,135	1,632,412,360	1,685,676,080	1,791,249,290	1,854,633,401
Conversion Percentage	<u>25%</u>	<u>25%</u>	<u>25%</u>	<u>25%</u>	<u>25%</u>
Adjusted Assessed Valuation	389,960,284	408,103,090	421,419,020	447,812,323	463,658,350
Debt Limit Percentage	<u>15%</u>	<u>15%</u>	<u>15%</u>	<u>15%</u>	<u>15%</u>
Debt Limit	58,494,043	61,215,464	63,212,853	67,171,848	69,548,753
Total Net Debt Applicable To Limit: General obligation bonds	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Legal debt margin	<u>58,494,043</u>	<u>61,215,464</u>	<u>63,212,853</u>	<u>67,171,848</u>	<u>69,548,753</u>
Total debt applicable to the limit as a percentage of debt limit	0.0%	0.0%	0.0%	0.0%	0.0%

The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% of market value. Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The computations shown above reflect a conversion of assessed valuation data for each fiscal year from the current full valuation perspective to the 25% level that was in effect at the time that the legal debt margin was enacted by the State of California for local governments located within the state.

**City of San Fernando**  
**Legal Debt Margin Information**  
**Last Ten Fiscal Years**

Fiscal Year	2019	2020	2021	2022	2023
Assessed Valuation	1,942,294,308	2,045,544,796	2,176,500,330	2,253,723,303	2,395,190,428
Conversion Percentage	<u>25%</u>	<u>25%</u>	<u>25%</u>	<u>25%</u>	<u>25%</u>
Adjusted Assessed Valuation	485,573,577	511,386,199	544,125,083	563,430,825.75	598,797,607.00
Debt Limit Percentage	<u>15%</u>	<u>15%</u>	<u>15%</u>	<u>15%</u>	<u>15%</u>
Debt Limit	72,836,037	76,707,930	81,618,762	84,514,624	89,819,641
Total Net Debt Applicable To Limit: General obligation bonds	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Legal debt margin	<u>72,836,037</u>	<u>76,707,930</u>	<u>81,618,762</u>	<u>84,514,624</u>	<u>89,819,641</u>
Total debt applicable to the limit as a percentage of debt limit	0.0%	0.0%	0.0%	0.0%	0.0%

Data Source: Los Angeles County Assessor 0 - 2022/23 Combined Tax Rolls, provided by HdL, Coren and Cone and City Finance Department

**City of San Fernando**  
**Demographic and Economic Statistics**  
**Last Ten Calendar Years**

<u>Calendar Year</u>	<u>Population <sup>1</sup></u>	<u>Calif. Metropolitan Personal Income (in thousands)<sup>1</sup></u>	<u>Calif. Metropolitan Per Capita Personal Income<sup>1</sup></u>	<u>Unemployment Rate<sup>2</sup></u>
2014	24,220	419,684,000	17,328	8.7%
2015	24,587	433,248,000	17,621	7.4%
2016	24,931	442,924,000	17,766	5.6%
2017	24,717	454,373,000	18,383	4.9%
2018	24,714	454,317,000	18,383	4.3%
2019	24,510	463,705,000	18,919	4.2%
2020	24,322	490,404,000	20,163	3.9%
2021	23,946	528,847,000	22,085	12.3%
2022	23,726	598,868,000	25,241	7.0%
2023	23,685	597,833,000	25,241	4.0%

Data Sources: <sup>1</sup> US Census Bureau

<sup>2</sup> US Bureau Of Labor Statistics (data shown is for the metropolitan area of L.A.-Long Beach-Anaheim).

**City of San Fernando**  
**Miscellaneous and Demographic Statics**

**Date Incorporated** August 31, 1911

**Form of Government** Council-City Manager

**Land Area** 2.42 square miles

<b>Land Use (Estimated % of City)</b>	Residential	43.2%
	Commercial	10.2%
	Industrial	9.7%
	Public/Institutional	7.4%
	Open space/Recreational	1.7%
	Highway and streets, rights-of-way	26.3%
	Undeveloped land	1.6%
		<u>100.0%</u>

<b>Building Permits</b>	<u>Calendar Year</u>	<u># Permits</u>	<u>Valuation</u>
	1993	307	3,390,293
	1994	383	14,150,921
	1995	650	4,802,623
	1996	354	5,321,998
	1997	379	6,229,912
	1998	241	5,314,484
	1999	277	6,879,355
	2000	481	8,530,618
	2001	499	11,829,627
	2002	527	5,852,529
	2003	985	9,610,033
	2004	551	10,249,858
	2005	1,390	15,845,473
	2006	1,421	13,860,435
	2007	1,137	9,549,375
	2008	1,035	15,742,359
	2009	858	9,888,598
	2010	797	8,024,919
	2011	760	7,146,062
	2012	810	19,328,819
	2013	714	11,262,235
	2014	904	17,514,200
	2015	880	9,313,800
	2016	1,075	10,771,178
	2017	1,078	11,430,654
	2018	1,337	14,314,565
	2019	1,065	12,722,000
	2020	1,192	14,275,431
	2021	1,125	12,128,000
	2022	1,037	102,225,000

Date Source: City of San Fernando Community Development Department

**City of San Fernando  
Principal Employers  
Last Fiscal Year and Ten Years Ago**

<b>2022-23</b>			<b>2013-14</b>		
<u>Business Name</u>	Number of Employees	Percent of Total Employment	<u>Business Name</u>	Number of Employees	Percent of Total Employment
Los Angeles Unified School District	2,140	18.45%	Los Angeles Unified School District	1979	18.50%
Pharmavite LLC	366	3.16%	Pepsi Beverages Company	284	2.65%
Pepsi Beverages Company	340	2.93%	The Home Depot*	237	2.21%
The Home Depot*	300	2.59%	Los Angeles County Superior Court*	277	2.59%
Los Angeles County Superior Court *	240	2.07%	Puretek Corporation	170	1.59%
Puretek Corporation	157	1.35%	Vallarta Supermarkets	164	1.53%
Northeast Valley Health Group	152	1.31%	Ricon Corp	145	1.36%
Production Resource Group LLC (PRG)	144	1.24%	Sams Club	175	1.64%
Vallarta Supermarkets	137	1.18%	Valley Crest Landscape Co.	119	1.11%
City of San Fernando	134	1.16%	7 Up RC Bottling	104	0.97%
Total Top Ten Employers	<u>4,110</u>	<u>35.43%</u>	Total Top Ten Employers	<u>3,654</u>	<u>34.15%</u>
Total City Labor Force <sup>(1)</sup>	<u>11,600</u>		Total City Labor Force	<u>10,700</u>	

**Notes:**

Results based on direct correspondence with city's local businesses.

\* Business has not responded to Avenu's inquires, prior year count applied.

(1) Total City Labor Force provided by EDD Labor Force Data

*Disclaimer: The City of San Fernando makes no claims concerning the accuracy of data provided nor assume any liability resulting from the use of information herein.*

City of San Fernando  
Full-Time Equivalent City Employees  
by Function  
Last Ten Fiscal Years

<u>Function</u>	<u>Fiscal Year</u>									
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
General government	14	14	15	15	15	15	15	15	16	18
Community Development	8	8	8	8	8	8	8	8	7	9
Public Safety	48	48	47	48	48	49	49	49	54	55
Public Works	35	34	34	34	34	34	36	35	32	37
Recreation and Community Services	30	32	24	24	24	24	24	24	24	26
<hr/>										
Total	<u>135</u>	<u>136</u>	<u>128</u>	<u>129</u>	<u>129</u>	<u>130</u>	<u>132</u>	<u>132</u>	<u>133</u>	<u>145</u>

**City of San Fernando  
Operating Indicators by Function  
Last Ten Years**

Function	Calendar Year				
	2014	2015	2016	2017	2018
Police:					
Arrests	581	612	1007	965	881
Parking Citations Issued	8,654	10,730	9,745	8,691	9,602



**City of San Fernando  
Operating Indicators by Function  
Last Ten Years**

Function	Calendar Year			
	2019	2020	2021	2022
Police:				
Arrests	833	903	991	740
Parking Citations Issued	12,471	9,683	9,198	5,803

**City of San Fernando  
Capital Asset Statistics  
by Function  
Last Ten Fiscal Years**

Function	Fiscal Year				
	2014	2015	2016	2017	2018
Police:					
Stations	1	1	1	1	1
Fire:					
Fire Stations	0	0	0	0	0
Public Works:					
Streets (miles)	47.20	47.20	47.20	47.20	47.20
Alleyways (miles)	3.20	3.20	3.20	3.20	3.20
Streetlights	1,848	1,848	1,848	1,848	1,848
Traffic Signals Intersections	45	45	45	45	45
Parks and Recreation:					
Parks	8	8	8	8	8
Recreation Centers	2	2	2	2	2
Water:					
Water Mains (miles)	66.88	66.88	66.88	66.88	66.88
Maximum Daily Pumping Capacity	600	600	3,600	3,600	3,600
Wastewater:					
Sanitary Sewers (miles)	42.59	42.59	42.59	42.59	42.59
Storm Sewers (miles)	0.68	0.68	0.68	0.68	0.68

Data Source: City of San Fernando Public Works Department

**City of San Fernando  
Capital Asset Statistics  
by Function  
Last Ten Fiscal Years**

Function	Fiscal Year				
	2019	2020	2021	2022	2023
Police:					
Stations	1	1	1	1	1
Fire:					
Fire Stations	0	0	0	0	0
Public Works:					
Streets (miles)	47.20	47.20	47.20	47.20	47.20
Alleyways (miles)	3.20	3.20	3.20	3.20	3.20
Streetlights	1,848	1,848	1,848	1,848	1,848
Traffic Signals Intersections	45	45	45	45	45
Parks and Recreation:					
Parks	8	8	8	8	8
Recreation Centers	2	2	2	2	2
Water:					
Water Mains (miles)	66.88	66.88	66.88	66.88	66.88
Maximum Daily Pumping Capacity	3,600	3,600	3,600	3,600	3,600
Wastewater:					
Sanitary Sewers (miles)	42.59	42.59	42.59	42.59	42.59
Storm Sewers (miles)	0.68	0.68	0.68	0.68	1.68

Data Source: City of San Fernando Public Works Department

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

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

**Date:** March 18, 2024

**Subject:** Consideration to Adopt a Resolution Approving Authorization to Distribute Revenues on Behalf of the former Successor Agency to the San Fernando Redevelopment Agency from the Payoff of Outstanding Loans Related to Library Plaza Partners, LLC, and Approve Execution of Substitution of Trustee and Reconveyance of Deed of Trust

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8292 (Attachment "A") of the City Council of the City of San Fernando, acting as successor to the Successor Agency of the San Fernando Redevelopment Agency to authorize distribution of proceeds;
- b. Approve execution of a Substitution of Trustee and Reconveyance of Deed of Trust related to the Payoff of Outstanding Loan Obligations in connection with Library Plaza Partners, LLC; and
- c. Authorize the City Manager to take certain related actions.

### BACKGROUND:

1. On June 19, 2000, the San Fernando Redevelopment Agency approved a Disposition and Development Agreement (DDA) with Library Plaza Partners, LLC for construction and site improvements to house the County Library facility located at 217 N Maclay Avenue, and subsequently recorded a promissory note secured by a deed of trust recorded on July 6, 2000 to July 6, 2030.
2. Effective February 1, 2012, local redevelopment agencies were dissolved and replaced with successor agencies responsible for winding down the activities and obligations of the former redevelopment agencies. The State Department of Finance ("DOF") is responsible for implementation of the redevelopment agency dissolution statutes (Assembly Bill (AB)x1 26, AB 1484, AB 471, and Senate Bill (SB) 107), and oversees the winding down of successor agencies.

**Consideration to Adopt a Resolution Approving Authorization to Distribute Revenues on Behalf of the former Successor Agency to the San Fernando Redevelopment Agency from the Payoff of Outstanding Loans Related to Library Plaza Partners, LLC, and Approve Execution of Substitution of Trustee and Reconveyance of Deed of Trust**

Page 2 of 4

---

3. On September 12, 2013, the Oversight Board of the Successor Agency to the San Fernando Redevelopment Agency approved a subordination agreement with Library Plaza Partners, LLC for the Library Plaza Development (Attachment "B").
4. On July 26, 2022, the DOF approved the final dissolution of the Successor Agency to the San Fernando Redevelopment Agency as all enforceable obligations (i.e. payments outstanding to other entities) had been met. However, the former Redevelopment Agency holds a number of commercial and residential loans that are still outstanding and in some stage of repayment, depending on the individual loan terms, including the DDA with Library Plaza Partners, LLC.
5. On September 8, 2023, the City issued an early loan payoff memorandum related to an outstanding loan due by Library Plaza Partners, LLC. The payoff memorandum was prepared at the request of the borrower and is attached as Attachment "D".
6. On September 22, 2023, the City received payment in full for the outstanding loan in the amount of \$586,390 and a request for reconveyance.

**ANALYSIS:**

Library Plaza Development – Redevelopment Agency Loan.

The primary objective of a Disposition and Development Agreement (DDA) is to spearhead the revitalization of a blighted area to foster economic growth by stimulating business activities and enhancing community infrastructure. In June 2000, the San Fernando Redevelopment Agency entered into a partnership with Aszkenazy Development, operating as Library Plaza Partners, through a DDA. The DDA requires the developer to build an attractive and inviting retail plaza, encompassing 10,175 square feet of retail space, an 8,600 square foot public library (San Fernando Branch of Los Angeles County Library), and with restaurant and common areas totaling 4,000 square feet.

The DDA allowed for the Redevelopment Agency to provide financial support for the project, amounting to \$751,000, structured as a thirty-year loan. This amount consisted of two components: an acquisition portion of \$51,000 and a construction portion of \$700,000. The terms of the DDA stipulated that the acquisition portion of \$51,000 would remain interest-free while half of the remaining balance (\$350,000) would also not accrue interest if the library occupied the site continuously during the initial twelve (12) months following construction. Additionally, the interest rate was reduced from 4% to 2% during the period of October 1, 2001 through 2003, as a result of the site being fully leased for a 12-month period.



**Consideration to Adopt a Resolution Approving Authorization to Distribute Revenues on Behalf of the former Successor Agency to the San Fernando Redevelopment Agency from the Payoff of Outstanding Loans Related to Library Plaza Partners, LLC, and Approve Execution of Substitution of Trustee and Reconveyance of Deed of Trust**

Page 3 of 4

---

Under the DDA, the developer was required to obtain approval from the Redevelopment Agency (currently Successor Agency) to sell, transfer, assign or refinance the project. In September 2023, Library Plaza Partners notified the City, as the Successor Agency subordinate, of intent to refinance and, in turn, pay off the loan. At time of notification, the outstanding balance on the loan was \$586,390.

Successor Agency Dissolution.

Effective July 13, 2022, the Oversight Board approved the Successor Agency's formal request to dissolve based on substantial evidence that all enforceable obligations were paid off or retired, all real property was disposed of, and all outstanding litigation was resolved, as required by Health and Safety Code (HSC) section 34187. A copy of the approval was submitted to the DOF.

Pursuant to HSC 34191.6(c)(3): "Any revenues, interest, and earnings of the successor agency not authorized for use pursuant to the approved Last and Final Recognized Obligation Payment Schedule shall be remitted to the county auditor-controller for distribution to the affected taxing entities." Residual revenue from outstanding loan proceeds were not identified for use in the Last and Final ROPS. As required by State dissolution law, the loan proceeds must be transmitted to the County Auditor Controller (CAC) for distribution to affected taxing entities.

The Successor Agency has met its obligations to wind down the affairs of the San Fernando Redevelopment Agency and has received final approval to dissolve from the Consolidated Oversight Board and DOF. The City Council has effectively assumed any remaining responsibilities related to winding down the affairs of the former Successor Agency. The loan payable to the City, however, remained the sole loan receivable on the City's financial reporting of the Successor Agency. Repayment of the loan by the Library Plaza Partners, LLC assists in continuing the path of closing the financial books of the Successor Agency.

Staff has been in communication with the DOF concerning the payoff of the loan proceeds and the appropriate distribution of residual revenues on behalf of the Successor Agency post-dissolution. In accordance with dissolution laws, the revenues from the loan must be transmitted to the CAC for distribution to the various taxing entities, including the City. By adopting the attached Resolution No. 8292 the City Council will approve the transmittal of the loan proceeds to the CAC and execution of the Substitution of Trustee and Reconveyance substantially in the form attached as Exhibit "1" to Attachment "A".

**BUDGET IMPACT:**

The proceeds of the loan will be remitted to the County Auditor Controller for distribution to affected taxing entities. The City anticipates receiving a portion of the proceeds as part of the distribution.

**Consideration to Adopt a Resolution Approving Authorization to Distribute Revenues on Behalf of the former Successor Agency to the San Fernando Redevelopment Agency from the Payoff of Outstanding Loans Related to Library Plaza Partners, LLC, and Approve Execution of Substitution of Trustee and Reconveyance of Deed of Trust**

Page 4 of 4

---

**CONCLUSION:**

Staff recommends that the City Council adopt Resolution No. 8292 approving the distribution of loan proceeds to the County-Auditor Controller for disbursement to taxing entities and authorizing the execution of the Substitution of Trustee and Reconveyance of Deed of Trust as successor-in-interest to the Successor Agency; and authorize the City Manager to take certain related actions to effectuate the transaction.

**ATTACHMENTS:**

- A. Resolution No. 8292, including:  
Exhibit "1": Substitution of Trustee and Full Reconveyance Form
- B. Resolution No. 12 (Successor Agency Disposition and Development Agreement)
- C. Resolution No. 169 (Successor Agency Final Dissolution)
- D. Loan Payoff Memorandum

**RESOLUTION NO. 8292**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ACTING AS SUCCESSOR TO THE FORMER SUCCESSOR AGENCY OF THE SAN FERNANDO REDEVELOPMENT AGENCY AUTHORIZING DISTRIBUTION OF REVENUES AND EXECUTION OF A SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE RELATED TO THE SATISFACTION OF A LOAN IN CONNECTION WITH LIBRARY PLAZA PARTNERS, LLC AND TAKING CERTAIN RELATED ACTIONS**

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

**WHEREAS**, the State Department of Finance ("DOF") is responsible for implementation of the Dissolution Act, and overseeing the winding down of successor agencies.

**WHEREAS**, the Third Supervisorial District Consolidated Oversight Board ("Oversight Board") has jurisdiction over the Successor Agency.

**WHEREAS**, having met its prescribed obligations to wind down the affairs of the San Fernando Redevelopment Agency, the Successor Agency was formally dissolved upon approval by the Oversight Board, and acceptance of final dissolution by DOF on July 26, 2022, pursuant to Health and Safety Code section 34187.

**WHEREAS**, on September 8, 2023, the City issued an early loan payoff memorandum related to an outstanding loan due by Library Plaza Partners, LLC to the Successor Agency pursuant to a Disposition and Development Agreement dated June 19, 2000. The loan was evidenced by a promissory note secured by deed of trust recorded July 6, 2000.

**WHEREAS**, on September 22, 2023, the City received payment in full for the outstanding loan due and payable in the amount of \$586,390 and a request for reconveyance.

**WHEREAS**, pursuant to Resolution No. 169, the officers and staff of the Successor Agency were authorized and directly, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate the dissolution of the Successor Agency.

**WHEREAS**, the City Council, to carry out the residual obligations of the Successor Agency, now desires to remit the revenues from the loan payoff to the County-Auditor Control (CAC) for distribution to the various taxing entities, as required by HSC 34191.6(c)(3) and to execute and record a Substitution of Trustee and Reconveyance related to the satisfaction of the loan.

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

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

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

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

**SECTION 2.** The Substitution of Trustee and Full Reconveyance of Deed of Trust, in the form attached to this Resolution as Exhibit “1” (“Reconveyance”), is hereby approved.

**SECTION 3.** The officers and staff of the City, acting for and on behalf of the Successor Agency are hereby authorized and directed, jointly and severally, to execute and deliver the Reconveyance, for and in the name of the Successor Agency, and submit a copy to the Department of Finance, the County Auditor-Controller and the Oversight Board.

**SECTION 4.** The officers and staff of the City, acting for and on behalf of the Successor Agency are hereby authorized and directed, jointly and severally, to remit all revenues received from the loan payoff, for and in the name of the Successor Agency, to the County Auditor-Controller for distribution to the affected taxing entities, as required by HSC 34191.6(c)(3).

**SECTION 5.** The officers and staff of the City are hereby authorized and directed to do any and all things which deemed necessary or advisable to effectuate the purposes of this Resolution, including requesting additional direction from the Department of Finance and submitting additional documentation to the Department of Finance, the County Auditor-Controller or Oversight Board, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

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

**PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of March, 2024.

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

**ATTEST:**

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

RECORDING REQUESTED BY  
**OLD REPUBLIC TITLE COMPANY**  
 Escrow No.: 2624003274

WHEN RECORDED MAIL TO AND  
 MAIL TAX STATEMENTS TO:

Library Plaza Partners  
 200 San Fernando Mission Blvd. Suite 200  
 San Fernando, CA 91340

APN #: 2520-026-012; 013; 014; 015; 007; 019 &  
 017

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*

### **SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE**

WHEREAS Library Plaza Partners, LLC, a California limited liability company, was the original Trustor; Investors Title Company, a California corporation, the original Trustee, and Redevelopment Agency of the City of San Fernando, a public body, corporate and politic, the original Beneficiary, under that certain Deed of Trust With Assignment of Rents dated June 30, 2000 and recorded on July 6, 2000 as Instrument No. 00-1025922 in the Official Records of Los Angeles County, California as more fully described: in **Exhibit "A"** attached hereto and made a part hereof (the "Deed of Trust").

WHEREAS, the undersigned present Beneficiary (as successor to the dissolved Successor Agency to the Redevelopment Agency of the City of San Fernando) desires to substitute itself as new Trustee under said Deed of Trust in place and instead of the Investors Title Company, a California corporation;

NOW, THEREFORE, the undersigned hereby appoints and substitutes itself, as Trustee, under the above Deed of Trust, and as such duly appointed Substituted Trustee, the City of San Fernando, in its capacity as successor to the Successor Agency to the Redevelopment Agency of the City of San Fernando and pursuant to the request of said owner and holder and in accordance with the provisions of said Deed of Trust, does hereby RECONVEY WITHOUT WARRANTY, to the person or persons legally entitled thereto, all the estate now held by it under said Deed of Trust.

IN WITNESS WHEREOF the present Beneficiary above named, and as Substituted Trustee, has caused this instrument to be executed by its duly authorized representative, each in its respective interest.

#### **BENEFICIARY AND SUBSTITUTED TRUSTEE**

City of San Fernando, a municipal corporation, as  
 Successor to Successor Agency to Redevelopment Agency  
 of the City of San Fernando

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

\_\_\_\_\_  
 Nick Kimball, City Manager

NOTARY ACKNOWLEDGEMENT

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.

State of California )

County of Los Angeles )

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

(Seal)

\_\_\_\_\_, Notary Public

Print Name

EXHIBIT "A"

LEGAL DESCRIPTION

**RESOLUTION NO. 12****A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY APPROVING A SUBORDINATION AGREEMENT WITH LIBRARY PLAZA PARTNERS, LLC FOR THE LIBRARY PLAZA DEVELOPMENT****RECITALS:**

A. The San Fernando Redevelopment Agency entered into a Disposition and Development Agreement (DDA) with Aszkenazy Development (as Library Plaza Partners) in June 2000. The development included the San Fernando Branch of the Los Angeles County Library (8,600 square feet) as well as retail of 10,175 square feet, and restaurant and common areas totaling 4,000 square feet. The Redevelopment Agency provided financing of \$751,000 for the project with a thirty (30) year loan which consisted of two components; an acquisition portion of \$51,000 and a construction portion of \$700,000.

B. The acquisition portion of \$51,000 did not accrue interest and no interest will accrue on half of the remaining balance (\$350,000) provided the library occupies the site continuously during the previous twelve (12) months. If the site was fully leased during the previous 12 month period the interest on the remaining \$350,000 would be reduced from 4% to 2% during the period October 1, 2001 through 2003. The developer was required to make annual payments to the Redevelopment Agency based on a schedule in the DDA. At this time the outstanding balance on the loan payable to the Agency is \$648,982.

C. The DDA requires the developer obtain Successor Agency approval to sell, transfer, assign or refinance the project. Library Plaza Partners is requesting the Redevelopment Agency subordinate our loan to the primary financing as part of their refinancing of the project. The Agency has always been in a subordinate position and Agency staff has previously approved three (3) Subordination Agreements, the most recent in 2010.

D. As a result of the dissolution of redevelopment, the Successor Agency of the Redevelopment Agency must approve this type of agreement as well as the Oversight Board.

E. On September 3, 2013, the Successor Agency received and approved the Subordination Agreement with Library Plaza Partners for the Library Plaza development.

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

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




**Section 2.** The Oversight Board hereby approves the proposed Subordination of Deed of Trust substantially in the form attached hereto as Exhibit "A".

**Section 3.** The officers of the Oversight Board and the staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 12<sup>th</sup> day of September, 2013.

  
\_\_\_\_\_  
Federico Ramirez, Vice-Chairperson

**ATTEST:**

  
\_\_\_\_\_  
Ivonne Evelyn Umana, Deputy Clerk  
County of Los Angeles, Board of Supervisors  
Acting as Secretary to the  
San Fernando Oversight Board

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the Oversight Board of the Successor Agency to the San Fernando Redevelopment Agency held on the 12<sup>th</sup> day of September, 2013, by the following vote to wit:

**AYES:**           F. Ramirez, Arroyo, Moran, J. Ramirez, Perez – 5

**NOES:**           None

**ABSENT:**       Frank, Everett – 2


  
\_\_\_\_\_  
Ivonne Evelyn Umana, Deputy Clerk  
County of Los Angeles, Board of Supervisors  
Acting as Secretary to the  
San Fernando Oversight Board

EXHIBIT "A"

**RECORDATION REQUESTED BY:**

Los Angeles Firemen's Credit Union, a California  
Corporation  
815 Colorado Boulevard  
Los Angeles, CA 90041

**WHEN RECORDED MAIL TO:**

Los Angeles Firemen's Credit Union, a California  
Corporation  
815 Colorado Boulevard  
Los Angeles, CA 90041

**SEND TAX NOTICES TO:**

Library Plaza Partners, LLC  
601 South Brand Boulevard, 3rd Floor  
San Fernando, CA 91340

**FOR RECORDER'S USE ONLY**

**NOTICE: THIS SUBORDINATION OF DEED OF TRUST RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

**SUBORDINATION OF DEED OF TRUST**

**THIS SUBORDINATION OF DEED OF TRUST** dated August 27, 2013, is made and executed among Successor Agency to the San Fernando Redevelopment Agency, a public body, corporate and politic ("Beneficiary"); Investors Title Company, a California coporation ("Trustee"); Library Plaza Partners, LLC ("Borrower"); and Los Angeles Firemen's Credit Union, a California Corporation ("Lender").

**SUBORDINATED INDEBTEDNESS.** Beneficiary has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

Loan by Beneficiary to Borrower evidenced by a the Subordinated Deed of Trust described below, and all other obligations and indebtedness of Borrower to Beneficiary related thereto.

**SUBORDINATED DEED OF TRUST.** The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a deed of trust dated June 30, 2000 from Library Plaza Partners, LLC ("Trustor") to Investors Title Company, a California coporation ("Trustee") in favor of Successor Agency to the San Fernando Redevelopment Agency, a public body, corporate and politic ("Beneficiary") (the "Subordinated Deed of Trust") and recorded in Los Angeles County, State of California as follows:

Recorded July 6, 2000 in Official Records as Instrument No. 00-1025922.

**REAL PROPERTY DESCRIPTION.** The Subordinated Deed of Trust covers the following described real property (the "Real Property") located in Los Angeles County, State of California:

Parcel 1:

Lot 20 in Block Q of Maclay's Addition to the Town of San Fernando, in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 17 Pages 11 and 12 of Miscellaneous Records, in the office of the County Recorder of said County.  
EXCEPT the Southeasterly 10 feet of said Lot deeded for street purposes.

Parcel 2:

Lots 21 and 22 in Block Q of Maclay's Addition to the Town of San Fernando, in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 17 Pages 11 and 12 of Miscellaneous Records, in the office of the County Recorder of said County.  
EXCEPT the Southeasterly 10 feet of said Lot deeded for street purposes.

Parcel 3:

Lots 23 and 24 in Block Q of Maclay's Addition to the Town of San Fernando, in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 17 Pages 11 and 12 of Miscellaneous Records, in the office of the County Recorder of said County.  
EXCEPT the Southeasterly 10 feet of said Lot deeded for street purposes.

Parcel 4:

Lots 25, 26, 27 and 28 in Block Q of Maclay's Addition to the Town of San Fernando, in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 17 Pages 11 and 12 of Miscellaneous Records, in the office of the County Recorder of said County.  
EXCEPT the Southeasterly 10 feet of said Lot deeded for street purposes.

Parcel 5:

Lots 13 and 14 in Block Q of Maclay's Addition to the Town of San Fernando, in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 17 Pages 11 and 12 of Miscellaneous Records, in the office of the County Recorder of said County.

Parcel 6:

Lots 11 and 12 in Block Q of Maclay's Addition to the Town of San Fernando, in the City of San Fernando, County of Los Angeles, State of California, as per map recorded in Book 17 Pages 11 and 12 of Miscellaneous

## SUBORDINATION OF DEED OF TRUST (Continued)

Loan No: 10001005136

Page 2

Records, in the office of the County Recorder of said County.

The Real Property or its address is commonly known as 217-241 North Maclay Avenue & 226-234 North Hagar Street, San Fernando, CA 91340. The Assessor's Parcel Number for the Real Property is 2520-026-012; 2520-026-013; 2520-026-014; 2520-026-015; 2520-026-007; 2520-026-019.

**SUPERIOR INDEBTEDNESS.** Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

**Loan by Lender to Borrower evidenced by promissory noted dated August 14, 2013, executed by Borrower in favor of Lender, which note is secured by the Lender's Lien described below, and all other obligations and indebtedness of Borrower to Lender related thereto.**

**LENDER'S LIEN.** The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated August 27, 2013, from Borrower to Lender (the "Lender's Lien") and recorded in Los Angeles County, State of California as follows:

**A Deed of Trust to secure an original indebtedness of \$751,000.00 recorded in the Los Angeles County Recorder's Office on July 6, 2000 as Instrument No. 00-1025922 of Official Records.**

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Deed of Trust.

**REQUESTED FINANCIAL ACCOMMODATIONS.** Trustor, who may or may not be the same person or entity as Borrower, and Beneficiary each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Trustor and Beneficiary each represent and acknowledge to Lender that Beneficiary will benefit as a result of these financial accommodations from Lender to Borrower, and Beneficiary acknowledges receipt of valuable consideration for entering into this Subordination.

**NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:**

**SUBORDINATION.** The Subordinated Deed of Trust and the Subordinated Indebtedness secured by the Subordinated Deed of Trust is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Deed of Trust. Beneficiary also subordinates to Lender's Lien all other Security Interests in the Real Property held by Beneficiary, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**BENEFICIARY'S REPRESENTATIONS AND WARRANTIES.** Beneficiary represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Beneficiary which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Beneficiary as to the creditworthiness of Borrower; and (D) Beneficiary has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Beneficiary agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Beneficiary's risks under this Subordination, and Beneficiary further agrees that Lender shall have no obligation to disclose to Beneficiary information or material acquired by Lender in the course of its relationship with Beneficiary.

**BENEFICIARY WAIVERS.** Beneficiary waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to pursue any other remedy within Lender's power; or (F) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

**LENDER'S RIGHTS.** Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Beneficiary, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

**DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Subordination shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Subordination in approving any such plan of reorganization or arrangement.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Subordination:

**Amendments.** This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this



## SUBORDINATION OF DEED OF TRUST (Continued)

Loan No: 10001005136

Page 3

Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Beneficiary also will pay any court costs, in addition to all other sums provided by law.

**Authority.** The person who signs this Subordination as or on behalf of Beneficiary represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Beneficiary's security interests in Beneficiary's property, if any.

**Caption Headings.** Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

**Governing Law.** This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Beneficiary agrees upon Lender's request to submit to the jurisdiction of the courts of Los Angeles County, State of California.

**Successors.** This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Beneficiary herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Beneficiary, shall constitute a waiver of any of Lender's rights or of any of Beneficiary's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED AUGUST 27, 2013.

**BORROWER:**

**LIBRARY PLAZA PARTNERS, LLC**

By: Severyn I. Aszkenazy, Member of Library Plaza Partners, LLC

By: Martha Aszkenazy, Member of Library Plaza Partners, LLC

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

Loan No: 10001005136

Page 4

---

**BENEFICIARY:**

**SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY, A PUBLIC  
BODY, CORPORATE AND POLITIC**

By: \_\_\_\_\_  
Authorized Signer for Successor Agency to the San Fernando Redevelopment  
Agency, a public body, corporate and politic

By: \_\_\_\_\_  
Authorized Signer for Successor Agency to the San Fernando Redevelopment  
Agency, a public body, corporate and politic

**TRUSTEE:**

**INVESTORS TITLE COMPANY, A CALIFORNIA COPORATION**

By: \_\_\_\_\_  
Authorized Signer for Investors Title Company, a California coporation

By: \_\_\_\_\_  
Authorized Signer for Investors Title Company, a California coporation

**LENDER:**

**LOS ANGELES FIREMEN'S CREDIT UNION, A CALIFORNIA CORPORATION**

X \_\_\_\_\_  
Ceasar Del Toro, Business Loan Officer

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

Loan No: 10001005136

Page 5

---

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared **Severyn I. Aszkenazy and Martha Aszkenazy**, 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 \_\_\_\_\_ (Seal)

---

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_,  
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 \_\_\_\_\_ (Seal)

## SUBORDINATION OF DEED OF TRUST (Continued)

Loan No: 10001005136

Page 6

### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
 (here insert name and title of the officer)

personally appeared \_\_\_\_\_,  
 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 \_\_\_\_\_ (Seal)

### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_,  
 (here insert name and title of the officer)

personally appeared **Ceasar Del Toro**, 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 \_\_\_\_\_ (Seal)

**RESOLUTION NO. 169****A RESOLUTION OF THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY REQUESTING TO FORMALLY DISSOLVE THE SUCCESSOR AGENCY TO THE SAN FERNANDO REDEVELOPMENT AGENCY****RECITALS:**

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

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

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

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

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

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

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

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



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

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

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

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


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

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

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

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

**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of February, 2022.

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

**ATTEST:**

  
\_\_\_\_\_  
Julia Fritz, Secretary

CERTIFICATION

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

**AYES:** Rodriguez, Montañez, Mendoza – 3

**NAYS:** None

**ABSENT:** Ballin, Pacheco – 2

**ABSTAINED:** None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 9<sup>th</sup> day of February, 2022.

  
\_\_\_\_\_  
Julia Fritz, Secretary

# THE CITY OF SAN FERNANDO

CITY COUNCIL

September 8, 2023

MAYOR  
CELESTE T. RODRIGUEZLibrary Plaza Partners, LLC  
Attn: Severyn Aszkenazy  
601 S Brand Blvd., 3<sup>rd</sup> floor  
San Fernando, CA 91340VICE MAYOR  
MARY MENDOZA

Re: Library Plaza Loan

COUNCILMEMBER  
JOEL FAJARDOCOUNCILMEMBER  
CINDY MONTAÑEZ

Mr. Aszkenazy,

COUNCILMEMBER  
MARY SOLORIO

Per the Library Plaza Disposition and Development Agreement, we have reviewed the terms along with payment history to establish the following as the loan payoff total:

Description	Amount
Outstanding Construction Loan Balance – Principal	\$ 543,643
Outstanding Construction Loan Balance – Interest*	29,147
Outstanding Acquisition Loan Balance**	13,600
<b>Total Loan Payoff Amount:</b>	<b>\$ 586,390</b>

\* Interest outstanding for payments due 10/1/2018 – 10/1/2023

\*\* Remaining acquisition loan balance 10/1/2023 – 10/1/2030

Please note the annual payment due to the City would otherwise be \$46,056 payable by October 1, 2023 per the loan agreement.

FINANCE  
DEPARTMENT

Please call (818) 898-7307 with any questions.

117 MACNEIL STREET  
SAN FERNANDO  
CALIFORNIA  
91340

Sincerely,



Erica D. Melton  
Director of Finance/City Treasurer  
City of San Fernando

ADMINISTRATIVE  
DIVISION  
(818) 898-1200BUSINESS LICENSE  
DIVISION  
(818) 898-1245TREASURER DIVISION  
(818) 898-1207WATER DIVISION  
(818) 898-1213

cc: Nick Kimball, City Manager  
Sonia Garcia, Senior Accountant  
Adriana Gomez, Aszkenazy Development, Inc.

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

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

**From:** Nick Kimball, City Manager  
By: Sergio Ibarra, Personnel Manager

**Date:** March 18, 2024

**Subject:** Consideration to Adopt a Resolution Establishing an Executive Compensation Plan for Department Head Classifications Appointed by the City Manager and Rescinding Resolution Nos. 7973 and 7973(a), and Amending the Salary Plan for Fiscal Year 2023-2024

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8289 (Attachment "A") establishing the salary and benefits for Department Head classifications (Executive Compensation Plan) that are appointed by the City Manager;
- b. Rescind Resolution Nos. 7973 and 7973(a) (Attachments "B" and "C", respectively) that set forth the prior Department Head compensation plan;
- c. Adopt Resolution No. 8290 (Attachment "D") amending the Salary Plan for Fiscal Year (FY) 2023-2024; and
- d. Authorize the City Manager to make non-substantive corrections and execute all related documents.

### BACKGROUND:

1. On January 27, 2020, the City Council adopted Resolution No. 7973 setting the Executive Compensation Plan for the Department Head classifications appointed by the City Manager, which included: a) Police Chief, b) Director of Public Works, c) Director of Community Development, d) Director of Finance, and e) Director of Recreation and Community Services.
2. On May 18, 2020, the City Council adopted Resolution No. 7973(a) amending the Executive Compensation Plan to include the City Clerk position.

**Consideration to Adopt a Resolution Establishing an Executive Compensation Plan for Department Head Classifications Appointed by the City Manager and Rescinding Resolution Nos. 7973 and 7973(a), and Amending the Salary Plan for Fiscal Year 2023-2024**

Page 2 of 4

---

3. On July 5, 2022, the City Council adopted Resolution No. 8167 creating the Deputy City Manager/Economic Development position. Additionally, the City Council adopted Resolution No. 8168 setting Department Head classification salaries inclusive of the newly created Deputy City Manager/Economic Development position.
4. On June 20, 2023, the City Council adopted Resolution No. 8244 approving increases to the Executive Management Benefits Plan for Car Allowance (\$50/month increase), Technology Reimbursement (\$25/month increase), and Wellness Reimbursement (\$150/year increase).

**ANALYSIS:**

The purpose of adopting an Executive Compensation Plan for public entities is to attract and retain top talent by offering competitive packages while also providing a transparent mechanism to promote accountability and trust among community members. Compensating executive level positions at consistent with industry standards increases market competitiveness and reduces the risk of talent loss.

The City has experienced a significant turnover in Department Head classifications for many years. Although the City has been fortunate to hire excellent Executive Management during the last few recruitments, it has been a challenge to attract and retain talent as a number of Department Heads have left after relatively short tenures and accepted positions at other cities with better compensation packages.

In an effort to attract and retain talented managers in the highly competitive executive management labor market and avoid compaction issues with subordinate and direct report employees, staff is proposing amending the existing Executive Compensation Plan, which mirrors the salary adjustments recently approved for the San Fernando Police Officer's Association.

The proposed Executive Compensation Plan addresses some of the City's long-term issues with recruitment and retention, and provides a competitive compensation package for department heads. The proposed Resolution addresses the following key issues: 1) adjusts Department Head salary to be more competitive with surrounding agencies; 2) increases the defined contribution retiree medical insurance benefit as an incentive to attract new employees; and 3) continues the City's competitive cafeteria plan style health insurance contribution, including a voluntary Flexible Spending Account (FSA) program.



**Consideration to Adopt a Resolution Establishing an Executive Compensation Plan for Department Head Classifications Appointed by the City Manager and Rescinding Resolution Nos. 7973 and 7973(a), and Amending the Salary Plan for Fiscal Year 2023-2024**

Page 3 of 4

The most significant terms are highlighted below:

1. Term: Four and half-year term covering the period January 1, 2024 through June 30, 2028.
2. Salary:
  - January 1, 2024: 4.0% increase to base salary
  - July 1, 2024: 4.0% increase to base salary
  - July 1, 2025: 5.0% increase to base salary
  - July 1, 2026: 5.0% increase to base salary
  - July 1, 2027: 4.0% increase to base salary
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. 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.
5. Holiday Pay: Effective January 1, 2024, the City shall agree to add Juneteenth (June 19) as a recognized City-paid holiday.
6. New Salary Schedules: City Clerk and Director of Recreation and Community Services will have new salary scales effective January 1, 2024 as follows:

City Clerk: Proposed Salary Range DH 74 \$9,395-\$11,572

City Clerk	Step A	Step B	Step C	Step D	Step E
Current Range - Flat Rate	\$10,768				
<i>Proposed</i>					
DH 74	\$9,395	\$9,995	\$10,494	\$11,020	\$11,572

*Note: If approved incumbent employee will be placed at Step D of the new range.*

Dir. of Rec. and Community Services: Proposed Salary Range DH 77 \$11,671-\$14,196

Director of RCS	Step A	Step B	Step C	Step D	Step E
Current Range DH 75	\$10,578	\$11,108	\$11,664	\$12,247	\$12,859
<i>Proposed</i>					
DH 77	\$11,671	\$12,256	\$12,972	\$13,518	\$14,196

*Note: If approved incumbent employee will be placed at Step A of the new range.*

**Consideration to Adopt a Resolution Establishing an Executive Compensation Plan for Department Head Classifications Appointed by the City Manager and Rescinding Resolution Nos. 7973 and 7973(a), and Amending the Salary Plan for Fiscal Year 2023-2024**

Page 4 of 4

---

**BUDGET IMPACT:**

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

<b>Fiscal Year</b>	<b>General Fund</b>	<b>Retirement Fund</b>
2023-2024 Additional Cost	\$56,000	\$4,000
2024-2025 Additional Cost	\$58,500	\$4,500
2025-2026 Additional Cost	\$76,000	\$5,775
2026-2027 Additional Cost	\$79,500	\$6,000
2027-2028 Additional Cost	\$67,000	\$5,000

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

**CONCLUSION:**

Staff recommends adoption of the proposed Resolution No. 8289 to set the compensation for Executive Management employees through June 2028, Adopt Resolution No. 8290 to amend the Salary Plan for FY 2023-2024, and authorize the City Manager to make non-substantive corrections and execute all related documents.

**ATTACHMENT:**

- A. Resolution No. 8289, including:  
Exhibit "1": Wages, Benefits, and Terms and Conditions
- B. Resolution No. 7973
- C. Resolution No. 7973(a)
- D. Resolution No. 8290

**RESOLUTION NO. 8289**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR CERTAIN EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS AND RESCINDING RESOLUTION NO. 7973 AND RESCINDING RESOLUTION NO. 7973(A)**

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

**WHEREAS**, the City Council has established and designated the following classifications as Department Heads; (1) City Clerk, (2) Deputy City Manager/Economic Development, (3) Director of Community Development, (4) Director of Finance, (5) Director of Public Works, (6) Director of Recreation and Community Services, (7) Police Chief; and

**WHEREAS**, the classification designated as department heads of the City of San Fernando as critical to the City's efficient and effective operations, the City Council recognizes the management nature and responsibilities of the positions; and

**WHEREAS**, the City Council desires to provide competitive salary and benefits to its employees; and

**WHEREAS**, the City Council desires to provide competitive salary and benefits to its employees and update the salary schedules for the Director of Recreation and Community Services and City Clerk; and

**WHEREAS**, the City Council desires to place the Director of Recreation and Community Services to DH 77 Step A and the City Clerk at DH 74 Step D; and

**WHEREAS**, the City of San Fernando intends to provide adjustments effective the first day of the first pay period that includes January 1, 2024, to employees in Department Head classification; and

**WHEREAS**, the City Council has determined that it is appropriate to provide economic adjustments to employees and Department Head classifications that are consistent with negotiated provisions in other recognized bargaining units in the City.

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

**SECTION 1:** Approve the wages, benefits, and terms and conditions of employment for the employees in Department Head classifications as outlined in the attached Exhibit "1."

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

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
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. 8289, 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 18<sup>th</sup> day of March 2024, 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 March, 2024.

---

Julia Fritz, City Clerk

Upon the City Council's adoption of Resolution No. 8289, the compensation, benefits plan, and terms and conditions of employment for employees in classifications designated as Department Heads will be as set forth below.

**SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:**

- City Clerk
- Deputy City Manager/Economic Development
- Director of Community Development
- Director of Finance
- Director of Public Works
- Director of Recreation and Community Services
- Police Chief

**SECTION 2. SALARY:**

The base salary for each employee subject to this Resolution shall be adjusted as follows:

- Effective on the first day of the first pay period including January 1, 2024, the employee's base salary shall be increased by four percent (4.0%).
- Effective on the first day of the first pay period including July 1, 2024, the employee's base salary shall be increased by four percent (4.0%).
- Effective on the first day of the first pay period including July 1, 2025, the employee's base salary shall be increased by five percent (5.0%).
- Effective on the first day of the first pay period including July 1, 2026, the employee's base salary shall be increased by five percent (5.0%).
- Effective on the first day of the first pay period including July 1, 2027, the employee's base salary shall be increased by four percent (4.0%).

**SECTION 3. SPECIAL PAY:**

Longevity

Department Heads that have completed 10 years of service from date of hire will receive an additional three percent (3%) over and above the base salary step.

Department Heads that have completed 20 years of service from date of hire will receive a total of four percent (4%) over and above the base salary.

Department Heads that have completed 30 years of service from date of hire will receive a total of five percent (5%) over and above the base salary.

Department Heads on leave of absence without pay, with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

#### Bilingual Pay

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

1. Department Head 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 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.

#### Acting Pay

Department Heads who, by written assignment, perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be retroactive to the first day of said assignment, and at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

#### Deputy City Manager Designation

The City Manager may, at his or her discretion, designate no more than one (1) Department Head as Deputy City Manager. In addition to the duties and responsibilities included in the Department Head's regular classification, the Deputy City Manager designation will be responsible for assisting the City Manager with general City administrative duties, as assigned, and will assume the responsibilities of the City Manager during the City Manager's absence. A Department Head designated as Deputy City Manager will receive ten percent (10%) special assignment pay on top of their base salary.

**SECTION 4. EMPLOYEE AND RETIREE INSURANCE BENEFITS:****Medical, Dental and Vision Insurance for Active Employees**

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

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

The City will provide Department Heads with a full flex cafeteria plan in accordance with IRS Code Section 125. Department Heads shall receive a monthly flex dollar allowance to purchase medical, dental and vision benefits offered through the City's insurance plans.

For 2024, the monthly flex dollar allowances for employees purchasing benefits under the cafeteria plan, inclusive of the statutory PEMHCA minimum, are as follows:

	<b>January 1, 2024</b>
<b>Employee only:</b>	\$1,049.24
<b>Employee + 1:</b>	\$1,808.87
<b>Family:</b>	\$2,430.92

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After enrolling in a mandatory medical insurance plan, or opting out under the "Opt Out" provision below, Department Heads have the option to waive the other benefits and have the excess flex dollars converted to taxable income or purchase other supplementary products.

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

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

If any bargaining unit negotiates a flex dollar allowance that exceeds the amounts identified above, the City will adjust the flex dollar allowance for Department Heads to match the higher flex dollar amount.



### Opt Out

Department Heads may elect to discontinue participation in the CalPERS Medical Insurance Plan coverage ("Opt Out"), subject to the provisions set forth below. The intent of this provision is to share premium savings that the City will receive as a result of a Department Head canceling City coverage.

1. Department Heads electing to waive City medical insurance coverage for themselves and all eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California, and must waive any liability to the City for their decision to cease coverage under the City's Medical Insurance Plan.
2. For Department Heads that elect to opt-out of City medical 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/month) each month into Retiree Health Savings Account.
3. After electing to Opt Out, a Department Head who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.
4. For medical insurance plans, when a unit employee is the spouse of another benefited employee, the affected employees shall have the option of:
  - a. Receiving a flex dollar amount and selecting coverage as a single employee; or
  - b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.

### Medical Insurance for Retirees

The City provides Medical Insurance for Retirees as follows:

1. Retiree Medical Tier I: Department Heads hired on or before June 30, 2015 and who retire on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan is selected by the employee for himself/herself and eligible dependents, except that if the employee chooses the most expensive plan, the employee will pay the difference in premiums.

2. Retiree Medical Tier II: Department Heads hired on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum (currently \$157 per month for 2024).

Retiree Health Savings Account

For Department Heads that are in Retiree Medical Tier II as described above, and effective the pay period that includes January 1, 2024, the City will contribute \$150 per pay period into a Retiree Medical Trust (RMT) or Retiree Health Savings (RHS) Plan, whichever is designated by the City. An employee may elect to contribute an additional amount to the RMT or RHS, at his or her option.

Life Insurance

The City shall provide all Department Heads with a \$50,000 Basic Life and AD&D insurance policy at no cost to the employee.

**SECTION 5. RETIREMENT:**

The City shall provide retirement benefits to eligible employees through the California Public Employees' Retirement System (CalPERS) as follows: The definition of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

First Tier: "Classic" members hired prior to November 12, 2005 will receive the 3% at 60, single highest year compensation retirement calculation.

Second Tier: "Classic" members hired on or after November 12, 2005 will receive the 2% at 55, final 36-month average compensation retirement calculation.

Third Tier: "New" members hired on or after January 1, 2013 will receive the 2% at 62, final 36-month average compensation retirement calculation.

In accordance with the existing contracts with CalPERS, the City shall provide the following retirement benefits to employees:

- a. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).
- b. 5% Cost of Living Allowance (COLA) for employees hired on or before November 12, 2005; and 3% COLA for employees hired after November 12, 2005 (Government Code Section 21335).
- c. Credit for unused sick leave for employees as per CalPERS guidelines (Government Code Section 20965).

Retirement benefits applicable to the Police Chief only are included in Article 3. RETIREMENT BENEFITS, Sections 3.01 – 3.03, of the Memorandum of Understanding between the San Fernando Police Officers Association and the City of San Fernando for the term January 1, 2024 through June 30, 2028.

### CalPERS Contributions

#### 1. Employer Paid Members Contributions for Classic Members

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

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

The City shall report the value of the Employer Paid Member Contribution ("EPMC") to CalPERS as compensation earnable on behalf of each Department Head, 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 4% as cost sharing in accordance with Government Code section 20516(f)

### **SECTION 6. LEAVE BENEFITS:**

#### Management Leave

Management leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule. The City shall provide Department Heads with one hundred twenty (120) hours of Management Leave per year credited each January 1. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next. Unused management leave hours will be cashed out in December of each year at the employee's current rate of pay. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

### Annual Leave

Department Heads earn Annual Leave in lieu of vacation and sick leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll-to-payroll basis prorated in accordance with the following rates.

- 0 – 4 years of City service: 6.15 hours per pay period (160/year)
- 5 – 9 years of City service: 7.69 hours per pay period (200/year)
- 10 or more years of City service: 9.23 hours per pay period (240/year)

Department Heads who have pre-existing sick leave and/or vacation accrual balances shall convert sick leave to annual leave at the rate of one hour of sick leave to 0.5 hours of annual leave; and convert vacation to annual leave at the rate of one hour of vacation to one hour of annual leave.

Department Heads may, at the employee's discretion, accrue up to four hundred (400) hours of Annual Leave. Upon separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

### Holiday Leave

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

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

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

### Bereavement Leave

Department Heads shall be permitted to use up to five (5) days of paid bereavement leave following the death of an immediate family member and one (1) paid day following the death of an extended family member.

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

For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

The City Manager may authorize additional days of leave for bereavement purposes on an as-needed basis.

#### **SECTION 7. WORK SCHEDULE:**

Department Heads shall devote not less than 40 hours per week to assigned duties. It is recognized that Department Heads may need to devote more time outside of normal office hours for the benefit of the City.

#### **SECTION 8. REIMBURSEMENTS:**

##### Tuition Reimbursements

The City shall reimburse Department Heads for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two (2) years.

##### Wellness Reimbursement

To encourage the health and well-being of employees, the City shall reimburse certain wellness expenses in an amount not to exceed \$750 each fiscal year. Employees must request reimbursement using a City-approved form and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

The following are reimbursable items under this section:

- a. Medical examination by the health provider of the employee's choice.
- b. Other formal wellness programs provided by professionals (e.g. smoking cessation, weight control, nutrition, or similar programs.)

- c. Reimbursement for employee or eligible dependent medical expenses (deductibles or co-payments) not covered by the employee's health, dental, or vision insurance.
- d. Reimbursement for medical, vision, and dental insurance premiums in excess of the monthly flex dollar allowance, if applicable.
- e. Additional contact lenses, prescription glasses, or prescription sunglasses not covered by medical or vision insurance.
- f. Dental work (included orthodontia) for employee or eligible dependents not covered by medical or dental insurance.
- g. Membership in a health club or fitness center.
- h. Registration fees for health classes (e.g. yoga, cross fit, etc.).
- i. Entrance fees for competitive sporting events (e.g. bicycle or running race, mud run competition, et cetera).

#### Technology Reimbursement

Department Heads may elect to receive a technology reimbursement of \$125/month in lieu of a City-issued cell phone. Department Heads that continue to receive a City-issued cell phone will not receive the reimbursement.

#### **SECTION 9. CAR ALLOWANCE:**

Department Heads will receive a City-provided vehicle or car allowance of \$400/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department Heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

#### **SECTION 10. SEVERANCE PAY:**

Department Heads are considered at-will employees and serve at the pleasure of the City Manager. If a Department Head is dismissed or discharged without cause, the City will provide the employee up to three (3) months' severance pay. Severance pay shall be calculated on base salary only, and on years of service with the City at a rate of one (1) month per one (1) year of service. In the event a Department Head is dismissed for cause, the City shall have no obligation to pay severance benefits.

After receiving written notice of dismissal from the City, Department Heads may elect to be placed on administrative leave for an amount of time equal to their earned severance pay (i.e. up to three months) instead of receiving a lump-sum payout. The employee must notify the City of their election within three (3) business days of receiving written notice of dismissal.

**SECTION 11. EMPLOYMENT CONTRACTS**

The City Manager, with the approval as to form by the City Attorney, may execute a separate employment contract with any Department Head provided the benefits included in the contract do not exceed the benefits listed in this Resolution. Benefits listed in this Resolution shall govern unless otherwise provided in the Department Head's employment contract.

**SECTION 12. PROVISIONS OF LAW AND SEVERABILITY:**

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

If any article, part, or provision of this Resolution is in conflict with or 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 thereof shall be suspended or superseded by such applicable law or regulation, and the remainder of the Resolution shall not be affected thereby.

**RESOLUTION NO. 7973**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR CERTAIN EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS**

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

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

**WHEREAS**, the classifications designated as Department Heads of the City of San Fernando are critical to the City's efficient and effective operations, the City Council recognizes the management nature and responsibilities of the positions; and

**WHEREAS**, the City Council desires to provide competitive salary and benefits to its employees; and

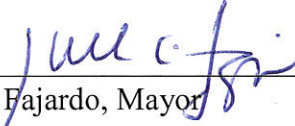
**WHEREAS**, the City of San Fernando intends to provide adjustments effective the first day of the first pay period beginning after July 1, 2019 to employees in Department Head classifications; and

**WHEREAS**, the City Council has determined that it is appropriate to provide economic adjustments to employees in Department Head classifications that are consistent with negotiated provisions in other recognized bargaining units in the City; and

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

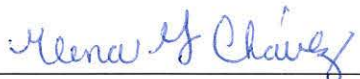
**SECTION 1.** Approve the wages, benefits, and terms and conditions of employment for the employees in Department Head classifications as outlined in the attached "Exhibit 1."

**PASSED, APPROVED, AND ADOPTED** this 27<sup>th</sup> day of January, 2020.

  
\_\_\_\_\_  
Joel Fajardo, Mayor



**ATTEST:**

  
\_\_\_\_\_  
Elena G. Chávez, City Clerk


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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a special meeting of the City Council held on the 27<sup>th</sup> day of January, 2019, by the following vote to wit:

AYES:           Pacheco, Ballin, Gonzales, Mendoza – 4

NOES:           Fajardo – 1

ABSENT:       None

  
\_\_\_\_\_  
Elena G. Chávez, City Clerk

Upon the City Council's adoption of Resolution 7973, the compensation, benefits plan, and terms and conditions of employment for employees in classifications designated as Department Heads will be as set forth below.

#### **SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:**

- Police Chief
- Director of Public Works
- Director of Community Development
- Director of Finance
- Director of Recreation and Community Services

#### **SECTION 2. SALARY:**

The base salary for each employee subject to this Resolution shall be adjusted as follows:

- Effective on the first day of the first pay period beginning after July 1, 2019, the employee's base salary shall be increased by four percent (4.0%). The Director of Recreation and Community Services (RCS) salary will be y-rated for the first year of this Resolution. Subsequent salary increases will be applied to the Director of RCS salary.
- Effective on the first day of the first pay period beginning after January 1, 2020, equity adjustments as follows:

<b>Classification</b>	<b>Change in Base Salary</b>
Police Chief	9.0%
Director of Public Works	12.0%
Director of Community Development	3.5%
Director of Finance	3.5%

- Effective on the first day of the first pay period beginning after July 1, 2020, the employee's base salary shall be increased by four percent (4.0%).
- Effective on the first day of the first pay period beginning after July 1, 2021, the employee's base salary shall be increased by four percent (4.0%).
- Effective on the first day of the first pay period beginning after July 1, 2022, the employee's base salary shall be increased by four percent (4.0%).
- Effective on the first day of the first pay period beginning after July 1, 2023, the employee's base salary shall be increased by three percent (3.0%).

### **SECTION 3. SPECIAL PAY:**

#### Longevity

Department Heads that have completed 10 years of service from date of hire will receive an additional 3% above the base salary step.

Department Heads that have completed 20 years of service from date of hire will receive a total of 4% over and above the base salary.

Department Heads that have completed 30 years of service from date of hire will receive a total of 5% over and above the base salary.

Department Heads on leave of absence without pay, with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

#### Bilingual Pay

Department Heads will receive bilingual pay in the amount of \$100 per month provided he or she 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.

#### Acting Pay

Department Heads who, by written assignment, perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be retroactive to the first day of said assignment, and at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

#### Deputy City Manager Designation

The City Manager may, at his or her discretion, designate no more than one (1) Department Head as Deputy City Manager. In addition to the duties and responsibilities included in the Department Head's regular classification, the Deputy City Manager designation will be responsible for assisting the City Manager with general City administrative duties, as assigned, and will assume the responsibilities of the City Manager during the City Manager's absence. A Department Head designated as Deputy City Manager will receive ten percent (10%) special assignment pay on top of their base salary.

#### SECTION 4. EMPLOYEE AND RETIREE INSURANCE BENEFITS:

##### Medical, Dental and Vision Insurance for Active Employees

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

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

The City will provide Department Heads with a full flex cafeteria plan in accordance with IRS Code Section 125. Department Heads shall receive a monthly flex dollar allowance to purchase medical, dental and vision benefits offered through the City's insurance plans.

For 2020, the monthly flex dollar allowances for employees purchasing benefits under the cafeteria plan, inclusive of the statutory PEMHCA minimum, are as follows:

	January 1, 2020			
<b>Employee only:</b>	\$878.38			
<b>Employee + 1:</b>	\$1,521.10			
<b>Family:</b>	\$2,048.13			

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After enrolling in a mandatory medical insurance plan, or opting out under the "Opt Out" provision below, Department Heads have the option to waive the other benefits and have the excess flex dollars converted to taxable income or purchase other supplementary products.

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

Beginning January 1, 2021, and each January 1 thereafter, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based on the average change from the prior year's monthly premium from CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 4.0%.

If any bargaining unit negotiates a flex dollar allowance that exceeds the amounts identified above, the City will adjust the flex dollar allowance for Department Heads to match the higher flex dollar amount.

### Opt Out

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

1. Department Heads electing to waive City medical insurance coverage for themselves and all eligible family members must annually provide the City with proof of other health/medical insurance coverage that meets the minimum essential coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California, and must waive any liability to the City for their decision to cease coverage under the City’s medical insurance plan.
2. Department Heads receiving opt-out pay as of January 1, 2020 will receive \$845 per month through December 31, 2020, or until they elect to enroll in City medical insurance, whichever is earlier.
3. Department Heads that were receiving opt-out pay as of January 1, 2020, and who have continuously received it without interruption will receive \$795 per month beginning January 1, 2021. The opt-out pay will be further reduced by \$50 per month each January 1 thereafter until it is equal to the opt-out pay provided for employees “who opt out after January 1, 2020” as enumerated in provision 5 of this section.
4. Department Heads that were receiving opt-out pay as of January 1, 2020 who subsequently enroll in City medical insurance, then opt out again after January 1, 2020 will receive the opt-out pay provided for employees “who opt out after January 1, 2020” as enumerated in provision 5 of this section.
5. For Department Heads not receiving opt-out pay as of January 1, 2020 and/or who opt out after January 1, 2020, the City shall deposit, on behalf of the employee, an amount equal to the most expensive family level dental and vision premiums (currently \$210/month) each month into Retiree Health Savings Account.
6. After electing to Opt Out, a Department Head who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.
7. For medical insurance plans, when a unit employee is the spouse of another benefited employee, the affected employees shall have the option of:
  - a. Receiving a flex dollar amount and selecting coverage as a single employee; or

- b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.

#### Medical Insurance for Retirees

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a two (2) tier structure for retiree medical insurance. The City will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

1. Retiree Medical Tier I: Department Heads hired on or before June 30, 2015 and retire on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan is selected by the employee for himself/herself and eligible dependents, except that if the employee chooses the most expensive plan, the employee will be pay the difference in premiums.

2. Retiree Medical Tier II: Department Heads hired on or after July 1, 2015:

If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum (currently \$122 per month for 2015).

#### Retiree Health Savings Account

For Department Heads that are in Retiree Medical Tier II as described above, the City will contribute \$100 per month into a Retiree Medical Trust (RMT) or Retiree Health Savings (RHS) Plan, whichever is designated by the City. An employee may elect to contribute an additional amount to the RMT or RHS, at his or her option. The City will work to implement a RMT or RHS prior to June 30, 2016.

#### Life Insurance

The City shall provide all Department Heads with a \$50,000 Basic Life and AD&D insurance policy at no cost to the employee.

### **SECTION 5. RETIREMENT:**

The City shall provide retirement benefits to eligible employees through the California Public Employees' Retirement System (CalPERS) as follows: The definition of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

First Tier: “Classic” members hired prior to November 12, 2005 will receive the 3% at 60, single highest year compensation retirement calculation.

Second Tier: “Classic” members hired on or after November 12, 2005 will receive the 2% at 55, final 36-month average compensation retirement calculation.

Third Tier: “New” members hired on or after January 1, 2013 will receive the 2% at 62, final 36-month average compensation retirement calculation.

In accordance with the existing contracts with CalPERS, the City shall provide the following retirement benefits to employees:

- a. Fourth Level of 1959 Survivor Benefits (Government Code Section 21574).
- b. 5% Cost of Living Allowance (COLA) for employees hired on or before November 12, 2005; and 3% COLA for employees hired after November 12, 2005 (Government Code Section 21335).
- c. Credit for unused sick leave for employees as per CalPERS guidelines (Government Code Section 20965).

Retirement benefits applicable to the Police Chief only are included in Article 3. RETIREMENT BENEFITS, Sections 3.01 – 3.03, of the Memorandum of Understanding between the San Fernando Police Officers Association and the City of San Fernando for the term July 1, 2019 through June 30, 2024.

#### CalPERS Contributions

##### 1. Employer Paid Members Contributions for Classic Members

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

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

The City shall report the value of the Employer Paid Member Contribution (“EPMC”) to CalPERS as compensation earnable on behalf of each Department Head, 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 an additional pension contribution as cost sharing in accordance with Government Code section 20516(f) as follows:

- Effective on the first day of the first full pay period after July 1, 2019: one percent (1%) for a total of 1% cost sharing of the City’s contribution.
- Effective July 1, 2020: an additional one percent (1%) for a total of two percent (2%) cost sharing of the City’s contribution.
- Effective July 1, 2021: an additional one percent (1%) for a total of three percent (3%) cost sharing of the City’s contribution.
- Effective July 1, 2022: an additional one percent (1%) for a total of four percent (4%) cost sharing of the City’s contribution.

**SECTION 6. LEAVE BENEFITS:**

Management Leave

Management leaves provides a means of compensation for hours worked by exempt employees beyond their normal work schedule. The City shall provide Department Heads with one hundred twenty (120) hours Management Leave per year credited each January 1. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next. Unused management leave hours will be cashed out in December of each year at the employee’s current rate of pay. At the time of separation, any unused management leave hours will be paid at the employee’s current rate of pay.

Annual Leave

Department Heads earn Annual Leave in lieu of vacation and sick leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll to payroll basis prorated in accordance with the following rates.



- 0 – 4 years of City service: 6.15 hours per pay period (160/year)
- 5 – 9 years of City service: 7.69 hours per pay period (200/year)
- 10 or more years of City service: 9.23 hours per pay period (240/year)

Department Heads who have pre-existing sick leave and/or vacation accrual balance shall convert sick leave to annual leave at the rate of one hour of sick leave to 0.5 hours of annual leave; and convert vacation to annual leave at the rate of one hour of vacation to one hour of annual leave.

Department Heads may, at the employee's discretion, accrue up to four hundred (400) hours of Annual Leave. Upon separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

The incumbent Police Chief will be paid out up to two hundred and fifty (250) hours from existing leave balances (including compensatory time, sick leave, holiday leave, etc.) each July 31<sup>st</sup> until all other leave balances, excluding Management Leave, are exhausted and annual leave is less than three hundred (300) hours. At that point, the Police Chief will be subject to the four-hundred-hour cap for annual leave. The Police Chief will continue to accrue annual leave at the applicable rate identified in this Resolution.

#### Holiday Leave

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

- |                                      |                             |
|--------------------------------------|-----------------------------|
| (1) New Year's Day                   | (7) Labor Day               |
| (2) Martin Luther King, Jr. Birthday | (8) Veteran's Day           |
| (3) President's Day                  | (9) Thanksgiving Day        |
| (4) Cesar Chavez's Birthday          | (10) Day after Thanksgiving |
| (5) Memorial Day                     | (11) Christmas Day          |
| (6) Independence Day                 | (12) Floating Holiday       |

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

#### Bereavement Leave

Department Heads shall be permitted to use up to five (5) days of paid bereavement leave following the death of an immediate family member and one (1) paid day following the death of an extended family member.

For the purposes of this benefit, "Immediate Family" shall mean grandparent, parent, child, sibling (including step or half), spouse, or registered domestic partner as permitted by California law, or any person living in the household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights

to employee. "Child" shall mean a biological, adopted, or foster child, stepchild, legal ward or a child of a person who has parent's rights.

For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

The City Manager may authorize additional days of leave for bereavement purposes on an as-needed basis.

## **SECTION 7. WORK SCHEDULE:**

Department Heads shall devote not less than 40 hours per week to assigned duties. It is recognized that Department Heads may need to devote more time outside of normal office hours for the benefit of the City.

## **SECTION 8. REIMBURSEMENTS:**

### Tuition Reimbursements

The City shall reimburse Department Heads for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two (2) years.

### Wellness Reimbursement

To encourage the health and well-being of employees, the City shall reimburse certain wellness expenses in an amount not to exceed \$600 each fiscal year. Employees must request reimbursement using a City approved form and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

The following are reimbursable items under this section:

- a. Medical examination by the health provider of the employee's choice.
- b. Other formal wellness programs provided by professionals (e.g. smoking cessation, weight control, nutrition, or similar programs.)
- c. Reimbursement for employee or eligible dependent medical expenses (deductibles or co-payments) not covered by the employee's health, dental, or vision insurance.

- d. Reimbursement for medical, vision, and dental insurance premiums in excess of the monthly flex dollar allowance, if applicable.
- e. Additional contact lenses, prescription glasses, or prescription sunglasses not covered by medical or vision insurance.
- f. Dental work (included orthodontia) for employee or eligible dependents not covered by medical or dental insurance.
- g. Membership in a health club or fitness center.
- h. Registration fees for health classes (e.g. yoga, cross fit, etc.).
- i. Entrance fees for competitive sporting events (e.g. bicycle or running race, mud run competition, et cetera).

#### Technology Reimbursement

Department Heads may elect to receive a technology reimbursement of \$100/month in lieu of a City issued cell phone. Department Heads that continue to receive a City issued cell phone will not receive the reimbursement.

#### **SECTION 9. CAR ALLOWANCE:**

Department Heads will receive a City-provided vehicle or car allowance of \$300/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department Heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

#### **SECTION 10. SEVERANCE PAY:**

Department Heads are considered at-will employees and serve at the pleasure of the City Manager. If a Department Head is dismissed or discharged without cause, the City will provide the employee up to three (3) months' severance pay. Severance pay shall be calculated on base salary only, and on years of service with the City at a rate of one (1) month per one (1) year of service. In the event a Department Head is dismissed for cause, the City shall have no obligation to pay severance benefits.

After receiving written notice of dismissal from the City, Department Heads may elect to be placed on administrative leave for an amount of time equal to their earned severance pay (i.e. up to three months) instead of receiving a lump-sum payout. The employee must notify the City of their election within three (3) business days of receiving written notice of dismissal.

#### **SECTION 11. EMPLOYMENT CONTRACTS**

The City Manager, with the approval as to form by the City Attorney, may execute a separate employment contract with any Department Head provided the benefits included in the contract do not exceed the benefits listed in this Resolution. Benefits listed in this Resolution shall govern unless otherwise provided in the Department Head's employment contract.

**SECTION 12. PROVISIONS OF LAW AND SEVERABILITY:**

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

If any article, part, or provision of this Resolution is in conflict with or 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 thereof shall be suspended or superseded by such applicable law or regulation, and the remainder of the Resolution shall not be affected thereby.

**RESOLUTION NO. 7973(a)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 7973 ESTABLISHING THE SALARY AND BENEFITS FOR EMPLOYEES IN CLASSIFICATIONS DESIGNATED AS DEPARTMENT HEADS**

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

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

**WHEREAS**, on May 18, 2020, the City Council modified the responsibilities of the City Manager to place the office of the City Clerk under the City Manager's chain of command along with other executive staff (Department Heads) of the City;

**WHEREAS**, the City Clerk classification is not included in Resolution No. 7973 establishing the salary and benefits for Department Heads; and

**WHEREAS**, the City Council desires to include the City Clerk designation as a Department Head; and

**WHEREAS**, the terms and conditions of employment for the Department Heads are set forth in Resolution Number 7973 adopted on January 27, 2020; and

**WHEREAS**, the City Council has determined that it is appropriate to provide a salary and benefits to the City Clerk commensurate with negotiated provisions in other recognized bargaining units in the City.

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

**SECTION 1.** Approval of amendments to Resolution No. 7973 as outlined in the attached "Exhibit 1". Resolution 7973 and all exhibits attached thereto shall remain binding and operation except to the extent amended under this Resolution and no further.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of May, 2020.

DocuSigned by:  
*Joel Fajardo*  
34DA1699803B42F...

Joel Fajardo, Mayor

**ATTEST:**

*Julia Fritz*  
Julia Fritz, City Clerk

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18<sup>th</sup> day of May, 2020, by the following vote to wit:

**AYES:** Fajardo, Pacheco, Ballin, Mendoza, Gonzales – 5

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 26<sup>th</sup> day of May 2020.

*Julia Fritz*  
Julia Fritz, City Clerk

**RESO No. 7973(a) EXHIBIT "1"**

Resolution 7973 is hereby amended as follows:

**SECTION 1. DEPARTMENT HEAD CLASSIFICATIONS:**

Amended to add the classification of City Clerk.

**RESOLUTION NO. 8290**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF RESOLUTION NO. 8244, ADOPTED JUNE 20, 2023, AMENDING THE DEPARTMENT HEAD SALARY PLAN FOR FISCAL YEAR 2023-2024**

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

**SECTION 1.:** That that portion of Section 1 of Resolution 8244, adopted June 20, 2023, as amended, be further amended by deleting "Schedule DH For Department Heads (Unrepresented)" on page 2, and replacing it with the following, effective the first day of the first full pay period that includes January 1, 2024:

<b>SCHEDULE DH FOR DEPARTMENT HEADS (UNREPRESENTED)</b>					
<b>SALARY RANGE NUMBER</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
<b>74</b>	<b>9395</b>	<b>9995</b>	<b>10494</b>	<b>11020</b>	<b>11572</b>
<b>75</b>	<b>11001</b>	<b>11551</b>	<b>12129</b>	<b>12735</b>	<b>13372</b>
<b>76</b>	<b>11496</b>	<b>12071</b>	<b>12675</b>	<b>13309</b>	<b>13974</b>
<b>77</b>	<b>11671</b>	<b>12256</b>	<b>12872</b>	<b>13518</b>	<b>14196</b>
<b>78</b>	<b>12518</b>	<b>13144</b>	<b>13801</b>	<b>14491</b>	<b>15216</b>
<b>79</b>	<b>13072</b>	<b>13725</b>	<b>14411</b>	<b>15132</b>	<b>15889</b>
<b>80</b>	<b>13464</b>	<b>14137</b>	<b>14844</b>	<b>15586</b>	<b>16365</b>
<b>81</b>	<b>13800</b>	<b>14490</b>	<b>15215</b>	<b>15976</b>	<b>16775</b>
<b>82</b>	<b>14146</b>	<b>14853</b>	<b>15596</b>	<b>16376</b>	<b>17195</b>
<b>83</b>	<b>14828</b>	<b>15570</b>	<b>16349</b>	<b>17166</b>	<b>18024</b>
<b>84</b>	<b>15512</b>	<b>16287</b>	<b>17101</b>	<b>17956</b>	<b>18854</b>
<b>85</b>	<b>15900</b>	<b>16694</b>	<b>17529</b>	<b>18405</b>	<b>19325</b>



**SECTION 2:** That that portion of Sub-section A of Section 2 of Resolution 8244, adopted June 20, 2023, as amended, be further amended by deleting the following on pages 8 and 9, effective the first day of the first full pay period that includes January 1, 2024:

<b>CLASSIFICATION</b>	<b>SALARY RANGES NUMBER SCHEDULE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
City Clerk	74DH	9395	9995	10494	11020	11572
Deputy City Manager/ Economic Development	83DH	14828	15570	16349	17166	18024
Director of Community Development	79DH	13072	13725	14411	15132	15889
Director of Finance	79DH	13072	13725	14411	15132	15889
Director of Public Works	82DH	14146	14853	15596	16376	17195
Director of Recreation and Community Services	77DH	11671	12256	12872	13518	14196
Police Chief	84DH	15512	16287	17101	17956	18854

**SECTION 3:** The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
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. 8290 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 18<sup>th</sup> day of March, 2024, 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 March, 2024.

---

Julia Fritz, City Clerk



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

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

**From:** Nick Kimball, City Manager  
By: Carlos Hernandez, Assistant to the City Manager

**Date:** March 18, 2024

**Subject:** Consideration to Authorize Support of Grant Applications with the Fernandeno Tataviam Band of Mission Indians for Climate Resiliency Projects

### RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize City support of grant applications as a partner with the Fernandeno Tataviam Band of Mission Indians (FTBMI) to support climate resiliency planning and related projects in the City of San Fernando; and
- b. Authorize the City Manager to execute all grant-related documents required for receiving such grant funds pursuant to the terms and conditions of the grants.

### BACKGROUND:

1. The Fernandeno Tataviam Band of Mission Indians (FTBMI) is a state-recognized tribal government responsible with setting tribal policies, creating government programs and committed to working towards self-determination through incorporating Indigenous values for Native Americans.
2. On July 18, 2016, the City Council approved Contract No. 1832, a non-exclusive agreement with the FTBMI for the use of Rudy Ortega Sr. and Recreation park facilities.
3. On August 19, 2019, the City Council approved Contract No. 1926, a non-exclusive license agreement with the FTBMI to support the Pukuu Youth Reinvestment Program.
4. On August 2, 2021, the City Council adopted Resolution No. 8085 expressing local support, acknowledgement, and apologized for the historic mistreatment of Fernandeno Tataviam Band of Mission Indians.

## Consideration to Authorize Support of Grant Applications with the Fernandeano Tataviam Band of Mission Indians for Climate Resiliency Projects

Page 2 of 4

---

5. On September 15, 2023, the FTBMI applied to the California Strategic Growth Council for the Community Resilience Centers (CRC) Program funding with support from the City of San Fernando.
6. On January 30, 2024, the FTBMI submitted a letter to the Bay Area Council requesting funding to study sedimentation and flooding at the Cindy Montañez Natural Park.
7. On February 20, 2024, the City Council approved the 2024 Legislative Advocacy Platform and Legislative Appropriation Requests, which included, among other items, Regional Emergency Operations Center and Resiliency Hubs.
8. On February 28, 2024, the California Strategic Growth Council approved CRC funding for the Pasekinga Project in San Fernando.

### ANALYSIS:

One of the City's Strategic Goals 2022 – 2026 is to *Strengthen Climate Resilience and Environmental Justice* through advocating for, and leveraging, funding opportunities through federal, state, and regional agencies to connect residents and businesses to sustainability and conservation financial resources. Additionally, the goal to *Focus on Community First* includes the strategy to expand collaboration with local Community-Based Organizations (CBO) to support San Fernando in achieving key strategic goals. FTBMI, which has its administrative offices based in San Fernando, has been a key CBO partner on a number of efforts over the years and, through that partnership, has been successful in securing significant resources to serve both the San Fernando and FTBMI communities. As such, staff is seeking authorization from City Council to provide support to FTBMI for two grant program opportunities, as outlined below.

#### Community Resilience Centers Program.

Administered by the California Strategic Growth Council (SGC), the Community Resilience Centers (CRC) Program will fund planning, development, construction, and upgrades of local facilities to serve as Community Resilience Centers, providing shelter and resources during climate and other emergencies, including extreme heat events and poor air quality days. The program will also fund ongoing year-round community services and programs, such as information and resource distribution and workforce development trainings, that build overall community resilience. Community-serving locations may include schools, libraries, community and youth centers, health clinics, places of worship, independent living centers, and more. SGC's CRC program will fund planning, pre-development, and implementation activities.

As a California Native American Tribe, the FTBMI qualified to submit a grant application. The project submitted is called Pasekinga (Place of Shade), and aims to engage the community in developing strategies and site preparation for resiliency centers at Las Palmas, Rudy Ortega Sr.,

**Consideration to Authorize Support of Grant Applications with the Fernandeño Tataviam Band of Mission Indians for Climate Resiliency Projects**

Page 3 of 4

---

and Recreation Parks. The scope of work shall include community engagement and outreach for design and community needs, as well as fund site preparation processes (permitting, facility condition assessments, etc.), project readiness documentation (fiscal studies), and pre-construction steps (cost estimates and project designs) to make the project shovel-ready for CRC implementation for upcoming rounds of this grant and other similar funding opportunities.

The City is a partner to this grant application and will support the project by providing in-kind staff time, as well as access to City facilities for further study and evaluation. If City Council authorizes staff to continue to support this grant application, staff will prepare an agreement between the City and FTMBI to identify roles and responsibilities of each party.

California Resiliency Challenge.

The California Resilience Challenge is a statewide effort, led by businesses, with support from the Governor's Office of Planning and Research, and a diverse array of environmental and community leaders, to develop a pipeline of climate adaptation projects across the state to strengthen local and regional resilience to heat, drought, floods, and wildfire. Since 2020, the California Resilience Challenge has provided over \$5 million to 32 communities across California to support early stage climate adaptation planning.

The FTBBI submitted a project for consideration to study flooding and sediment issues at Cindy Montañez Natural Park, particularly at the Bromont Street entrance. If awarded, the project will provide an engineering assessment and help identify ways to eliminate flooding, sediment collection, and overall improve the functions of the Natural Park.

As the responsible jurisdiction for the Cindy Montañez Natural Park, staff is requesting authorization to support the project by providing in-kind staff time, access to City park, and review/approval of proposed improvements to the park. If City Council authorizes staff to continue to support this grant application, and the application is ultimately successful, staff will prepare an agreement between the City and FTBBI to identify roles and responsibilities of each party.

**BUDGET IMPACT:**

The FTBBI has submitted the applications to the granting agencies and the City is a supportive partner, considering the planning and studies of the two projects will take place within the City limits and bring significant financial resources to critical climate adaptation efforts to move the Strategic Goals forward. Should the FTBBI be awarded either grant, it will subsidized the cost of City staff hours dedicated to these projects, which will be identified in the related agreement.

**Consideration to Authorize Support of Grant Applications with the Fernandeano Tataviam Band of Mission Indians for Climate Resiliency Projects**

Page 4 of 4

---

**CONCLUSION:**

It is recommended that the City Council authorize support of grant applications as a partner with the Fernandeano Tataviam Band of Mission Indians (FTBMI) and authorize the City Manager to continue working with FTBMI to support climate adaptation projects in the City in accordance with the City's Strategic Goals.

**ATTACHMENTS:**

- A. SGC CRC Award Notice
- B. Letter of Support for the SCG CRC Project
- C. Letter of Recommendation to the California Resiliency Challenge from the FTBMI



**Carlos Hernandez**

---

**From:** SGC CRC <CRC@sgc.ca.gov>  
**Sent:** Friday, February 16, 2024 8:31 AM  
**To:** Miguel Luna; Carlos Hernandez; Jonathan Parfrey; rsalas@pasekicorp.com  
**Cc:** Amar Cid  
**Subject:** Congratulations on Being Recommended for a CRC Planning Grant Award!

**CAUTION: External Sender**

This email originated from outside of the organization. Exercise caution when clicking on links or opening attachments unless you recognize the sender and know the content is safe. Please report all suspicious emails to the IT Systems Administrator.

Dear Fernandeno Tataviam Band of Mission Indians (FBMI), City of San Fernando, Climate Resolve, and Paseki Strategies Corporation,

The Community Resilience Centers team is delighted to inform you that your proposal has been recommended for a CRC Planning Grant award! The SGC Council will make final awards decisions based on staff recommendations at the next Council Meeting on February 28th, 2024.

Your proposal stood out among many exceptional submissions, and it is with great pleasure that we recommend your project for this grant. We are confident that the Pasekinga (Place of Shade) Resilience Center Network (PRCN) will contribute significantly to the local Tribal and non-Tribal communities of San Fernando.

Due to the extremely high volume of quality applications, Staff are recommending the eleven top-scoring applications for award. This will result in a slightly reduced award amount of \$470,813.69. Program Staff and the TA provider will support awarded applicants revise their proposals through a participatory process, to match the reduced award amount based on project or plan conditions. Additional details will be available following the Council meeting.

Please note that all meeting materials, including the list of recommended awardees and information on the adjusted award amount, will be posted publicly to the SGC website on February 16th, ahead of the council meeting. We encourage you to review the materials once they are available: <https://sgc.ca.gov/meetings-events/council/>

We strongly encourage you to attend the SGC Council Meeting on February 28th, either in person or virtually. If you wish to attend in-person, this meeting will be taking place from 1 – 4 pm PST at the Sierra Hearing Room at the CalEPA Headquarters, 2nd Floor at 1001 I Street in Sacramento, CA. You can attend virtually using the following link: <https://sgc.ca.gov/meetings-events/council/>. Your presence would provide an excellent opportunity to gain insight into the decision-making process and to network with other stakeholders. Additionally, if you wish to provide public comment during the meeting, we welcome your input. Your perspective as an applicant would be valuable in shaping discussions and informing future initiatives. We believe your participation would greatly enrich the proceedings and enhance the collaborative spirit of our program.

Additionally, we would like to request a quote or some other content that could be included in a press release announcing the recommended awardees. This content can be, but is not limited to, immediate reactions to this notification of recommended award or how you hope this grant will impact your community. This press release will be posted on our website and shared with media outlets to celebrate the accomplishments of all recipients. Your contribution to this announcement would be greatly appreciated. Please respond with a quote or any other content you would like us to include by **5:00 p.m. on Wednesday, February 21, 2024.**

We sincerely thank you for your continued interest in our program and for the time and effort you invested in preparing your application! We recognize the commitment and dedication required to develop compelling proposals, and we applaud your hard work.

Following the SGC Council Meeting on February 28th, our team will be in touch with additional details about the award, including the official Award Letter, and next steps. Should you have any questions or require further information in the meantime, please do not hesitate to contact us.

Once again, congratulations on this achievement. We look forward to working with you and supporting the successful implementation of your project.

Warm regards,

The CRC Team

(Dora Monterroza, Jessica Cervantes, Jess McCool, Anna Jane Jones, Jin Zhang)

Community Resilience Centers Program

**California Strategic Growth Council**

1400 Tenth Street | Sacramento, CA 95814

[Website](#) | [Twitter](#) | [LinkedIn](#)

Stay in the loop – sign up for CRC updates [here](#)!

# THE CITY OF SAN FERNANDO

## CITY COUNCIL

MAYOR  
MARY MENDOZA

November 10, 2022

VICE MAYOR  
HECTOR A. PACHECO

COUNCILMEMBER  
SYLVIA BALLIN

Commission for Environmental Cooperation

700 de la Gauchetière St. West, Suite 1620

Montreal, Quebec, H3B 5M2

ej4climate@cec.org

COUNCILMEMBER  
CINDY MONTAÑEZ

COUNCILMEMBER  
CELESTE T. RODRIGUEZ

**SUBJECT: Letter of Commitment for the “Building Cultural and Climate Resilience: Tribal Native Plant Resilience Community Garden” for the Fernandeño Tataviam Band of Mission Indians as a part of the 2022 EJ4Climate Grant Application**

Dear Commission for Environmental Cooperation:

The City of San Fernando, as a project partner for the Fernandeño Tataviam Band of Mission Indians (FTBMI)’s Building Cultural and Climate Resilience: Tribal Native Plant Resilience Community Garden, is in full support of, and committed to, this proposal to the Commission for Environmental Cooperation (CEC) 2022 EJ4Climate Grant Program. This EJ4Climate Grant will fund a water-wise community-created garden and space for environmental education and knowledge sharing at the Rudy Ortega Sr. Park in the City of San Fernando.

FTBMI citizens are the target population to benefit from the Resilience Community Garden, but there will be many benefits for the surrounding underserved communities near Rudy Ortega Sr. Park like the City of San Fernando, and the City of Los Angeles Neighborhoods of Pacoima and Sylmar. The project will build cultural and climate resilience while supporting tribal people and local residents to meet a large number of environmental and social benefits.

After community engagement and construction of the community garden, FTBMI, in partnership with the City of San Fernando, will continue to maintain the open public space with native plants that will enhance the landscape, reduce the urban heat island, and improve public health. This project will utilize a trusted public space to improve climate change mitigation and adaptation, emergency responsiveness, and social equity, as well as provide opportunities to the communities to become self-determining, build agency, and stay socially connected.

## ADMINISTRATION DEPARTMENT

117 MACNEIL STREET  
SAN FERNANDO  
CALIFORNIA  
91340

OFFICE OF THE  
CITY MANAGER  
(818) 898-1202

PERSONNEL DIVISION  
(818) 898-1220

WWW.SFCITY.ORG

### **Commission for Environmental Cooperation**

Letter of Commitment for the “Building Cultural and Climate Resilience: Tribal Native Plant Resilience Community Garden” for the Fernandeño Tataviam Band of Mission Indians as a part of the 2022 EJ4Climate Grant Application

Page 2 of 2

---

The City of San Fernando fully supports the FTBMI’s project proposal for EJ4Climate Grant to address the Tribe’s cultural and climate goals and plan for native plant resilience. This project also aligns with the City Council’s adopted Strategic Goals to strengthen climate resiliency and Resolution No. 8085 committing to working with, and supporting, FTBMI on mutually beneficial projects and programs.

The City commits to supporting the proposed project as an active partner of this initiative through providing reasonable in-kind staff time for project management and administration, waiving fees for community events related to the educational programming of this project, and continued maintenance of the park and facilities.

Feel free to contact the City’s project staff lead Carlos Hernandez, at [chernandez@sfcity.org](mailto:chernandez@sfcity.org), if you have any questions regarding the City’s support for the Fernandeño Tataviam Band of Mission Indians’ Building Cultural and Climate Resilience: Tribal Native Plant Resilience Community Garden.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Kimball".

Nick Kimball  
City Manager



Fernandeno Tataviam Band of Mission Indians

## Tribal Historic &amp; Cultural Preservation Department

Rudy J. Ortega, Jr.  
Tribal PresidentTribal Historic & Cultural  
Preservation CommitteeLucia Alfaro  
Chairperson  
Richard Ortega  
Jesus Alvarez

January 30, 2024

**Mr. Adrian Covert**  
Bay Area Council

Dear Mr. Covert:

The Fernandeno Tataviam Band of Mission Indians (FTBMI) is a historic tribe of the Northern Los Angeles County. Thirty percent of the FTBMI's population live close to or below the Federal poverty threshold. FTBMI recently developed a [Tribal Climate Resilience Plan](#), a blueprint for addressing climate in tribal territory. The Plan identifies specific climate hazards facing the ancestral Tribal territory and identifies specific recommendations for improving resilience to extreme heat, natural resources, wildfire, energy reliability, flooding, and drought. On the latter two, the Plan recommends enhancing local floodplains to improve groundwater replenishment; expanding nature-based stormwater infrastructure to better capture and store runoff; and expanding the use of conservation, grey water, and water recycling.

If provided additional support from the California Resilience Challenge, FTBMI would prioritize to work collaboratively with the City of San Fernando to plan for improving the hydrologic functions of Cindy Montañez Park green wash project. The City of San Fernando is at the center of the Tribe's territory. As stated in the city's [Environmental Justice Technical Report](#), the city's geographic area is made up of four census tracts, according to the CalEnviroScreen tool, three of the four census tracts within the city are currently designated as disadvantaged communities. The Cindy Montañez Park green wash project, besides serving as open space and critical public facility that enables communities to participate in physical exercise and social engagement, also serves as a flood management and water quality improvement facility for the city.

We propose to work with the City of San Fernando to study the current impacts of sedimentation in the wash and how we can reduce those impacts towards the goals of higher flood management capacity through stormwater management, improve water quality, and quantify water augmentation opportunities. Specifically, we propose to work with a civil engineer to establish the measurement and modeling framework and a landscape architect to develop design schematics that reflect improvements based on data gathered. We also plan to merge this data with other data that we are capturing through another grant that will assess opportunities for Greenhouse Gases (GHG) reduction and Carbon Sequestration.

Thank you for your consideration. Should you have any questions please do not hesitate to reach out. I may be reached via email or by phone on my cell: 818-568-9139.

Respectfully,  
Miguel Luna, Director  
Tribal Historic and Cultural Preservation Department

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*





## AGENDA REPORT

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

**From:** Nick Kimball, City Manager  
By: Carlos Hernandez, Assistant to the City Manager

**Date:** March 18, 2024

**Subject:** Consideration to Adopt a Resolution Appropriating Funding for the California Natural Resources Agency's Urban Greening Grant Program for the Carlisle Green Alley Project

### RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8288 (Attachment "A") amending the budget for Fiscal Year (FY) 2023-2024 to appropriate the grant revenues and expenses for the Urban Greening Grant Program for the Carlisle Green Alley Project; and
- b. Authorize the City Manager to appropriate revenue and expenditures equal to the grant award in the Capital Grants Funds (Fund 010).

### BACKGROUND:

1. Signed into law on September 14, 2016, SB 859 created the California Natural Resources Agency's (CNRA) Urban Greening Program, funded by the Greenhouse Gas (GHG) Reduction Fund. In 2021, SB 170 allocated \$50 million from the State General Fund to the Agency for its Urban Greening Program, specifically for urban greening projects that reduce GHG emissions and provide multiple benefits such as enhancing parks and open space, using natural solutions to improve air and water quality, and creating more walkable and bike-able trails.
2. On March 28, 2022, through the *Calles Verdes* grant, the City partnered with TreePeople, a non-profit organization that specializes in urban forestry, parks and trails, policy and research, education, and community outreach, to submit a grant proposal to the Urban Greening Program to significantly expand the green alley project on Carlisle Street already contemplated through the *Calles Verdes* project. The City submitted as the lead applicant, with TreePeople as the supporting applicant.

**Consideration to Adopt a Resolution Appropriating Funding for the California Natural Resources Agency's Urban Greening Grant Program for the Carlisle Green Alley Project**

Page 2 of 3

---

3. On October 6, 2022, the City organized a site visit as part of the Urban Greening Program's requirements when advancing to the second stage of evaluation. The site visit included City staff, TreePeople staff, community members, and the evaluation panel from the CNRA.
4. On January 5, 2023, the CNRA notified the City of its successful advancement to stage 3 (the final stage) of the grant application process and the need to adopt a resolution to complete the grant application filing.
5. On January 17, 2023, the City Council adopted Resolution No. 8207, approving for the filing of the Urban Greening application as required by the CNRA.
6. On June 28, 2023, the City confirmed adjustments to the project scope and budget based off discussions with the CNRA.
7. On October 15, 2023, the City and the CNRA executed the grant agreement for the Carlisle Green Alley project in the amount of \$3,482,535.00 (Attachment "B" – Contract No. 2229).

**ANALYSIS:**

The Urban Greening Program focuses on projects that provide multiple benefits such as enhancing parks and open space, using natural solutions to improve air and water quality, and creating more walkable and bike-able trails. It emphasizes, and gives priority to, projects that are located within and benefit disadvantaged communities, and communities facing the most significant threat from extreme heat. Given the City's environmental burdens and high-heat occurrences, San Fernando remains competitive for project funding like the Urban Greening Program.

The City was awarded a grant for the *Carlisle Green Alley* project to transform an underutilized alley (Carlisle Street – from Pico Street to O'Melveny Avenue) into a new linear greenspace that provides multiple benefits to residents and fulfills the City's goals for resiliency, climate adaptation, and active transportation. The project includes permeable surfaces for groundwater infiltration, trees and native landscaping, a clear bikeway, bioswales, a dedicated pedestrian pathway, and intersection improvements that encourage more walking and biking trips through San Fernando. The transformation of the alley will also address long-standing issues of blight and neglect often associated with alleys, and provide key connections to activity centers such as parks, churches, schools, and the Downtown San Fernando Mall.

The project also delivers on a citywide planning effort to green adjacent public parking lots by installing trees and vegetated bioswales in City Parking Lot 9 at Carlisle and Pico Streets. Carlisle Street as a potential green alley was initially identified through the *Calles Verdes* project, which has secured \$130,000 of project funding for design and construction. To complete the Carlisle Green Alley Project, the grant funding requested and awarded for this project is \$3,482,535.

**Consideration to Adopt a Resolution Appropriating Funding for the California Natural Resources Agency's Urban Greening Grant Program for the Carlisle Green Alley Project**

Page 3 of 3

---

This grant award supports the City's environmental stewardship efforts and City Council Strategic Goal 4, Strategy 4; *Advocate for, and leverage, funding opportunities through federal, state, and regional agencies to connect residents and businesses to sustainability and conservation financial resources.*

**BUDGET IMPACT:**

The current fund allocation for the Carlisle Street segment of the *Calles Verdes* project is \$130,000 for design and construction. The additional \$3,482,535 is being requested for appropriations to amplify the scope of this project, otherwise known as the *Carlisle Green Alley* project. There is no match requirement by the City for this grant.

This is a reimbursable grant with a Grant Activity Period from October 1, 2023 to August 31, 2025. Adoption of the attached resolution is necessary to amend the FY 2023-2024 Adopted Budget to appropriate grant revenues (010-3686-0847) and expenditures (010-310-0847-4260 and 4600) for the California Natural Resources Agency's Urban Greening Grant.

**CONCLUSION:**

It is recommended that the City Council adopt a resolution and authorize the City Manager to amend FY 2023-2024 revenue and expenditure budgets equal to the grant award in the Capital Grants Funds (Fund 010).

**ATTACHMENTS:**

- A. Resolution No. 8288
- B. Contract No. 2229 - California Natural Resources Agency Grant Agreement

**RESOLUTION NO. 8288**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024  
ADOPTED ON JUNE 20, 2023, REGARDING ALLOCATION OF FUNDS FOR  
THE CALIFORNIA NATURAL RESOURCES AGENCY'S URBAN GREENING  
GRANT PROGRAM FOR THE CARLISLE GREEN ALLEY PROJECT**

**WHEREAS**, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-2024, commencing July 1, 2023, and ending June 30, 2024; and

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

**WHEREAS**, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2023 and ending June 30, 2024, a copy of which is on file in the City Clerk's Office, was adopted on June 20, 2023.

**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:

**CAPITAL GRANTS FUND**

Increase in Revenues	<u>\$3,482,535</u>
Account No. 010-3686-0847	\$3,482,535
Increase in Expenditures	<u>\$3,482,535</u>
Account No. 010-310-0847-4260	\$ 410,000
Account No. 010-310-0847-4600	\$3,072,535

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

**PASSED, APPROVED, AND ADOPTED THIS 18<sup>th</sup> day of March, 2024.**

\_\_\_\_\_  
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. 8288 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 18<sup>th</sup> day of March, 2024, 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 \_\_\_\_\_ of March, 2024.

---

Julia Fritz, City Clerk

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY  
GRANT AGREEMENT

SB JT

10/9/2023 10/10/2023

**GRANTEE NAME:** City of San Fernando

**PROJECT TITLE:** Carlisle Green Alley

**AUTHORITY:** Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

**PROGRAM:** Urban Greening Grant Program

**AGREEMENT NUMBER:** UG2106-0

**TERM OF LAND TENURE:** 25 years from date of project completion as evidenced by Project Certification Form

**PROJECT PERFORMANCE PERIOD:** 10/01/2023 to 08/31/2025

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

**PROJECT DESCRIPTION:** See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed **\$3,482,535.00** (or project costs, whichever is less)

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

CITY OF SAN FERNANDO

STATE OF CALIFORNIA  
NATURAL RESOURCES AGENCY

By: Nick Kimball By: Andrea Scharffer  
Nick Kimball Andrea Scharffer

Title: City Manager Title: Deputy Assistant Secretary, Bonds & Grants

Date: 10/13/2023 Date: 10/15/2023

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING			AGREEMENT NO.		FUND				
\$3,482,535.00			UG2106-0		0001 – General Fund				
ADJ. INCREASING ENCUMBRANCE					FISCAL PO NO.				
ADJ DECREASING ENCUMBRANCE			FUNCTION						
			Local Assistance						
UNENCUMBERED BALANCE		REF NO.		FUND		ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT	
		101		0001		2021	5432000	5432000000	
PROGRAM	PCBU	PROJECT		ACTIVITY	RPTG STRUCTURE	SVC LOCATION		AGENCY USE	BUDGET PERIOD
0320	0540	0540UG21060		21139	05402001	21139		N/A	2023

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

[Signature]  
SIGNATURE OF ACCOUNTING OFFICER

10/17/2023  
DATE

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY  
GRANT AGREEMENT**

**GRANTEE NAME:** City of San Fernando  
**PROJECT TITLE:** Carlisle Green Alley  
**AGREEMENT NUMBER:** UG2106-0  
**AUTHORITY:** Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)  
**PROGRAM:** Urban Greening Grant Program

**PROJECT DESCRIPTION**

Project to transform an existing alley into a new linear green space. Project will include permeable surfaces for groundwater infiltration, trees, and native landscaping, bioswales, a pedestrian pathway and bikeway, and intersection improvements.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to reduce GHG emissions by creating, enhancing, or expanding community parks and green spaces and/or using natural systems or systems that mimic natural systems to achieve multiple benefits in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement.

**TERMS AND CONDITIONS OF GRANT**

**Special Provisions**

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location, and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released. Mk
2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity. Mk

3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement. Nk

### General Provisions

#### A. Definitions

1. The term "Act" means Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the Urban Greening Grant Program Grant Guidelines and Application.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific Urban Greening project objectives within a specific project performance period by the Grantee.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Greening project beyond the Grant Funds provided by this Agreement.
12. The term "Payment Request Form" means Form RA212.
13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
14. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.



15. The term "Project Scope" means the description or activity of work to be accomplished by the Urban Greening Project.
  16. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
  17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivisions of the State.
- B. Project Execution
1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
  2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
  3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**. M
  4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.  
  
Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.  
  
Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.  
  
If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.
  5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits, and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access to the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access to the Project where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.
12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
  - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
  - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

2. Payment Documentation:

- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
  - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A as approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. Grantee agrees to use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2026**.
5. Final payment is contingent upon State verification that the Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.

6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State. The State may also terminate this Grant Agreement for any reason at any time if it learns that the Grantee made false representations during the evaluation process, either knowingly or because Grantee failed to act reasonably. This can include, but is not limited to, identifying conditions or uses at the site that would otherwise be inconsistent with the purposes of the award, or would have deemed the project less competitive. The State reserves the right, in such cases, to require Grantee to repay any amounts already expended.
2. If the State terminates the Agreement without cause prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for and reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. Notwithstanding anything to the contrary contained in the previous sentence, Grantee shall not be liable for repayment to the State of any amounts disbursed by the State in the event Grantee fails to complete the Project or fails to fulfill any other obligations of this Agreement as a result of the negligent acts or omissions or the willful misconduct of the State or its agents, officers, or employees. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to

settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence or willful misconduct of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence or willful misconduct of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

## H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate, and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY-FIVE (25)**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild. NK
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to: (1) the amount of the grant, (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

## I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations

promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

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

L. Waiver

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

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written

grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.



**EXHIBIT A****STATE OF CALIFORNIA NATURAL RESOURCES AGENCY  
GRANT AGREEMENT***NR***Urban Greening Grant Program  
Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)****GRANTEE NAME:** City of San Fernando**PROJECT TITLE:** Carlisle Green Alley**AGREEMENT NUMBER:** UG2106-0**PROJECT LOCATION:** Carlisle St. Between Pico St. and O'Melveny Ave., San Fernando, CA 91340**PROJECT SCOPE:**

Project to transform an existing alley into a new linear green space. Project will include permeable surfaces for groundwater infiltration, trees and native landscaping, bioswales, a pedestrian pathway and bikeway, and intersection improvements. The City of San Fernando is receiving \$100,000 in grant funds from the State Coastal Conservancy to complete grading for stormwater features and a \$30,000 grant from Cal Fire's Urban and Community Forestry Program to install approximately 50 trees along the streets adjacent to the alley.

Grant-funded project elements include:

- Project design and engineering
- Technical and project management consultants
- Community engagement
- Site preparation, including:
  - Mobilization/demobilization
  - Demolition
  - Grading for construction preparation, excluding stormwater features
  - Approximately 48,000 square feet of asphalt removal
- Plant approximately:
  - 200 15-gallon trees along Carlisle Street\*
  - 99 5-gallon native shrubs\*
  - 198 1-gallon native grasses\*
- Approximately 100 cubic yards of mulch
- Plant Establishment\*\*
- Install hardscape and street elements, approximately:
  - 1,556 tons of porous asphalt
  - 2,334 tons of conventional asphalt
  - 26 curb ramps
  - 1,260 square feet of sidewalks
  - 2,075 linear feet of curb and gutter
  - 3 concrete mini traffic circles
  - 25 sharrow pavement markings
  - 55 pedestrian-level lights
  - Cross gutters
  - Utility raising
  - Signage
- Construction management and inspections
- Approximately 2 funding acknowledgement signs

EXHIBIT A

The project is located along Carlisle St. and will enhance public access for the existing street and sidewalk network.

PROJECT SCHEDULE:

ACTIVITY DESCRIPTION	TIMELINE
Preliminary work on the project	October 2023 – March 2024
Submit final site designs/plans/specs to State*	January 2024 – May 2024
Contractor award	May 2024 – August 2024
Submit evidence of signage	August 2024
Mobilization, begin construction and/or other key activities	September 2024 – August 2025
Record MOUGA and Submit final payment request and close out documents to State	July 2025 – August 2025

*\* A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.*

*All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO), all Governor Executive Orders, and local water ordinances.*

*\*\*Plant establishment reimbursed by the grant not to exceed two (2) years.*

COST ESTIMATE: See Exhibit A-1

Exhibit A-1: Cost Estimate  
 Carlisle Green Alley  
 City of San Fernando  
 UG2106-0

PROJECT ELEMENT	Total Amount	Urban Greening Grant	State Coastal Conservancy Grant (Cash)	CAL FIRE Urban and Community Forestry Grant (Cash)
<b>NON-CONSTRUCTION</b>				
<b>Planning Design &amp; Permitting</b>				
Design	\$100,000.00	\$100,000.00		
Engineering	\$100,000.00	\$100,000.00		
<b>Direct Project Management &amp; Administration</b>				
Technical and PM Consultants	\$100,000.00	\$100,000.00		
Community Engagement	\$110,000.00	\$110,000.00		
<b>Subtotal Non-Construction (not to exceed 25% of grant)</b>	<b>\$410,000.00</b>	<b>\$410,000.00</b>		
<b>CONSTRUCTION</b>				
<b>Site Preparation</b>				
Mobilization / Demobilization	\$100,000.00	\$100,000.00		
Demolition	\$250,000.00	\$250,000.00		
Grading - Construction Preparation	\$150,000.00	\$150,000.00		
Grading - Stormwater Features	\$100,000.00		\$100,000.00	
Asphalt Removal	\$250,000.00	\$250,000.00		
<b>Greening Elements</b>				
Trees (15-gallon) along Carlisle	\$60,000.00	\$60,000.00		
Trees (15-gallon) along adjacent streets	\$30,000.00			\$30,000.00
Native Shrubs (5-gallon)	\$9,900.00	\$9,900.00		
Native Grasses (1-gallon)	\$9,900.00	\$9,900.00		
Plant Establishment	\$65,000.00	\$65,000.00		
Mulch	\$6,000.00	\$6,000.00		
<b>Hardscape and Street Work</b>				
Porous Asphalt	\$311,200.00	\$311,200.00		
Conventional Asphalt	\$466,800.00	\$466,800.00		
Curb Ramps	\$130,000.00	\$130,000.00		
Sidewalks	\$12,600.00	\$12,600.00		
Curb and Gutter	\$41,500.00	\$41,500.00		
Concrete Mini Traffic Circles	\$180,000.00	\$180,000.00		
Sharrow Pavement Markings	\$5,625.00	\$5,625.00		
Pedestrian-Level Lighting	\$275,000.00	\$275,000.00		
Misc. (Cross Gutters, Utility Raising, Signage)	\$80,176.25	\$80,176.25		
<b>Project Initiation</b>				
Construction Management	\$160,352.50	\$160,352.50		
Inspections	\$160,352.50	\$160,352.50		
Funding Acknowledgment Signs	\$5,000.00	\$5,000.00		
<b>Subtotal Construction</b>	<b>\$2,859,406.25</b>	<b>\$2,729,406.25</b>	<b>\$100,000.00</b>	<b>\$30,000.00</b>
<b>Contingency (not to exceed 10% of grant)</b>	<b>\$343,128.75</b>	<b>\$343,128.75</b>		
<b>PROJECT TOTAL</b>	<b>\$3,612,535.00</b>	<b>\$3,482,535.00</b>	<b>\$100,000.00</b>	<b>\$30,000.00</b>

\*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.

\*\*Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

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

**From:** Nick Kimball, City Manager  
By: Julio Salcedo, Director of Recreation and Community Services  
Maribel Perez, Recreation and Community Services Supervisor

**Date:** March 18, 2024

**Subject:** Consideration to Approve a Non-Exclusive License Agreement with Special Olympics Southern California for Use of Park Facilities and the use of the City Seal

### RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the City Manager to execute a Non-Exclusive License Agreement (Attachment "A" - Contract No. 2228) with Special Olympics Southern California for use of Las Palmas, Recreation and Pioneer park facilities; and
- b. Approve the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904 (Attachment "B").

### BACKGROUND:

1. On May 20, 2015, the City and Special Olympics Southern California (SOSC) entered into a Non-exclusive License Agreement to use Las Palmas, Recreation and Pioneer Park facilities and began a partnership for an adaptive sports program.
2. On July 31, 2018, the agreement between the City and SOSC expired.
3. On January 17, 2019, City staff and SOSC staff met to discuss a recommitment to the collaborative effort that provides Special Olympic style sports to the community.
4. On March 18, 2019, City Council authorized the City Manager to execute a Non-Exclusive License Agreement with Special Olympics of Southern California for a term of five (5) years, which expires on March 18, 2024.

**Consideration to Approve a Non-Exclusive License Agreement with Special Olympics Southern California for Use of Park Facilities and the Use of the City Seal**

Page 2 of 3

---

**ANALYSIS:**

SOSC is a non-profit 501c(3) organization that is well established in the Northeast San Fernando Valley. SOSC partners with agencies like the LA 84 Foundation, Law Enforcement Torch Run, Kaiser Permanente, and Wells Fargo Bank to provide Special Olympic athletes opportunities to excel in sports-related programs.

The City and SOSC began their collaboration in 2015 through Olympic type sports training and athletic competition for children and adults with intellectual challenges provided by SOSC at certain City facilities. The program focused on giving Special Olympic athletes opportunities to develop physical fitness, build social skills and provide family resources. The collaboration between the City and SOSC will continue to work towards the development and implementation of strategic sports programs to address common interests and concerns. The partnership facilitates the exchange of ideas, and the sharing of best practices in the delivery of high quality, cost-effective local sports activities for organized teams associated with the SOSC agency.

Through the proposed Non-exclusive License Agreement, SOSC will utilize City facilities to provide sports programming opportunities that target residents of the City of San Fernando, Santa Clarita and surrounding communities. The sports programming will vary season to season. For the spring and summer months, the sports being offered include track and field, basketball, and Bocce Ball. While in the winter and fall months, soccer, softball, tennis and volleyball will be offered. SOSC will provide all staffing and volunteers to market, develop and implement the sports programs. All programming will be held during normal hours of operation of the Recreation and Community Services (RCS) Department. The RCS Department will schedule park facility use to ensure there is no programming overlap with existing City programs, events, or programming offered through other partnerships with community based organizations.

The proposed Agreement solidifies a partnership with an establish community based organization that provides an opportunity for both the City and SOSC to reach participants who may not otherwise be aware of the programs and services offered by one or the other. The City and SOSC will exchange relevant publications, bulletins and other informational material on a regular basis to further public awareness of the programs and services available to their constituents. The City will encourage individuals with intellectual disabilities to register with SOSC's sports program network. Likewise, SOSC will direct their participants to the City's non-sports programs servicing intellectually challenged people.

The proposed Agreement will also authorize the City to co-sponsor events with SOSC, use the City seal on related print material, and promote SOSC programs and events on the City's social media.



**Consideration to Approve a Non-Exclusive License Agreement with Special Olympics Southern California for Use of Park Facilities and the Use of the City Seal**

Page 3 of 3

---

**BUDGET IMPACT:**

The City Council's approval of the Non-exclusive License Agreement between the City and SOSC will have a minimal impact the General Fund. SOSC plans to host their program within the RSC Department's normal hours of operation. Should SOSC need additional time, a staff fee of \$38.65 per hour (Recreation Leader I fully burdened rate) would be assessed to provide coverage.

**CONCLUSION:**

It is recommended that the City Council authorize the City Manager to execute a Non-exclusive License Agreement with Special Olympics Southern California (SOSC) for use of Las Palmas, Recreation and Pioneer Park facilities and approve the use of the City seal on print material and social media pursuant to City Council Resolution No. 6904.

**ATTACHMENT:**

- A. Contract No. 2228
- B. Resolution No. 6904

**NON-EXCLUSIVE LICENSE AGREEMENT  
FOR USE OF CITY OF SAN FERNANDO  
PIONEER, RECREATION AND LAS PALMAS PARK FACILITIES**

THIS NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF PIONEER PARK, RECREATION PARK, AND LAS PALMAS PARK and (hereinafter, the "Agreement") is made and entered into as of March 18, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a California municipal corporation (hereinafter, the "CITY"), and the SPECIAL OLYMPICS SOUTHERN CALIFORNIA, a non-profit organization (hereinafter, "SOSC"). For the purposes of this Agreement, the CITY and SOSC may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to the CITY or SOSC interchangeably as appropriate.

**RECITALS**

**WHEREAS**, the CITY and SOSC have common goals to promote and provide adequate community recreation and education programs that contribute to the health and general welfare of the San Fernando community, and otherwise encourage the development of good citizenship and enhance the quality of life, of the residents of the CITY; and

**WHEREAS**, SOSC is a non-profit organization located within the City of San Fernando; and

**WHEREAS**, the CITY owns and operates Pioneer Park, located at 828 Harding Avenue, Recreation Park, located at 208 Park Avenue, and Las Palmas Park, located at 505 South Huntington Street, in the City of San Fernando (collectively, "the Facilities"); and

**WHEREAS**, SOSC wishes to use the Facilities for recreational purposes, specifically, for practices and games for SOSC's participants; and

**WHEREAS**, SOSC has requested the use of a gym, a baseball field and green space; and

**WHEREAS**, the CITY is willing to provide access to the requested Facilities, upon the terms, provisions and conditions hereinafter set forth; and

**WHEREAS**, the terms of this Agreement were approved by the City Council of the City of San Fernando at its Regular Meeting of March 4, 2024.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY and SOSC hereby agree as follows:

**1. FACILITIES.**

1.1. Availability for Special Olympic Use. Except as otherwise provided herein, SOSC shall have a non-exclusive license to use the Facilities for the purposes of conducting practices and games for a period of five (5) years commencing from the Effective Date of this Agreement.

1.2. On a non-exclusive basis, the CITY shall provide SOSC with the use of baseball fields and grass areas located at the Facilities for SOSC sponsored practices, games, celebrations, or other mutually agreed upon times including but not limited to during the times set forth in the document entitled "Use Schedule" which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "Use Schedule"). While using the Facilities, SOSC shall allow the CITY to provide public access to nearby green space and programming without overlap. SOSC's right of access and use to the Facilities shall be non-exclusive and shall at all times be subordinate and subject to the CITY's ownership rights in the Facilities and the underlying real property where the Facilities are located.

1.3. The use of all indoor areas of the Facilities shall be subject to availability of dates and times as determined by the CITY in its sole and absolute discretion. Use of indoor areas of the Facilities shall also be limited to the Facilities regular business hours.

1.4. SOSC will adhere to all Facility rules, including but not limited to the Rental and Usage Terms set forth in **Exhibit "B"**, which is attached hereto and incorporated herein by this reference.

1.5. SOSC will provide the CITY with a practice and game schedule as soon as reasonably possible but in no event later than thirty (30) days prior to initial use Facilities.

1.6. SOSC shall be permitted to hang up SOSC banners and advertisement banners at the Facilities for SOSC purposes as set forth in Banner Program Guidelines in **Exhibit "C"**, which is attached hereto and incorporated herein by this reference. Banners may remain on Facilities for the duration of SOSC seasonal use.

1.7. SOSC shall ensure that the Facilities are properly maintained daily as set forth in the Maintenance Schedule Exhibit "D", which is attached hereto and incorporated herein by this reference.

## **2. LIABILITY & INDEMNIFICATION.**

2.1 SOSC agrees to be financially responsible for all destruction of, damage to, or unnecessary abuse of the Facilities and CITY's buildings, grounds or equipment in any way arising out of the use or occupancy thereof by SOSC.

2.2 SOSC agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind an nature arising or growing out of or in any way connected with the performance of this Agreement, caused by any act or omission of SOSC, its agents, servants, employees, clients, guests or invitees, or because of or due to the mere existence of the Agreement between the parties.

2.3 Prior to the beginning of each season, SOSC shall also require all of its players and coaches to submit properly executed individual waivers containing similar indemnifications listed in 2.1 holding the CITY and its officials and employees harmless from any liability associated with their use of the Park or any CITY-owned practice facilities used by SOSC. Refer to Exhibit "E" for liability sample, which is attached hereto and incorporated herein by this reference.

2.4 The provisions of this Section, shall survive the expiration or termination of this Agreement, for a period of three years.

### **3. INSURANCE.**

3.1 Coverage. SOSC shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the insurance listed below:

- A. SOSC shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facilities that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$ 2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$ 1,000,000) for property damage. Such coverage shall (a) name the CITY as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days prior notice to the CITY, (c) provide that coverage afforded thereby will be primary and that any coverage carried by the CITY shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against the CITY that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of the CITY.
- B. SOSC agrees that if it does not keep the insurance required in this Agreement in full force and effect, the CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to SOSC, the CITY may take out the necessary insurance and pay, at SOSC's expense, the premium thereon.

3.2 Certificate. SOSC shall supply the CITY with a Certificate of Insurance as a precondition to commencing any activities at the Facilities.

3.3 Waiver. SOSC waives any and all rights of recovery against the CITY for loss of, or damage to, SOSC's property or the property of others under SOSC's control, where such loss or damage is insured against under any insurance policy in force at the affecting the Facilities, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

**4. TERM OF AGREEMENT.** The term of this Agreement and the license rights sent forth herein shall be five (5) years, commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the Parties' ability to terminate this Agreement earlier set forth in Section 5 of this Agreement.

### **5. TERMINATION OF AGREEMENT.**

5.1 Termination Without Cause. Either Party may terminate this Agreement without cause by providing thirty (30) days prior written notice to the other Party.

## 5.2 Termination with Cause; Events of Default; Breach of Agreement.

- A. In the event either Party fails to adhere to any term or condition set forth under this Agreement, including those set forth in Exhibits "A", "B", "C" and "D" (or fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2(B) and 5.2(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. SOSC shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of the CITY's issuance of a Default Notice for any failure of SOSC to timely provide the CITY or CITY's employees or agents with copies of necessary permits or other documentation required under this Agreement. Prior to the expiration of the 3-day cure period, SOSC may submit a written request for additional time to cure the Event of Default upon a showing that SOSC has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, the CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(i) that exceeds three (3) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of the CITY's issuance of a Default Notice for any other Event of Default under this Agreement.

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

- C. The CITY shall cure any Event of Default asserted by SOSC within forty- five (45) calendar days of SOSC's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, the CITY may submit a written request for additional time to cure the Event of Default upon a showing that the CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period.
- D. The CITY, in its sole and absolute discretion, may also immediately suspend SOSC access and use of the Facilities under this Agreement pending SOSC cure of any Event of Default by giving SOSC written notice of the CITY's intent to suspend SOSC's access and use of the Facilities (hereinafter, a "Suspension Notice"). The CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, the CITY reserves the right to restrict SOSC's access to portions of the facilities that SOSC would otherwise be permitted to use under this Agreement, including the use of the concession stand.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The terms and conditions imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to the CITY at law or under this Agreement in the event of any breach of this Agreement, the CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to SOSC, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for SOSC's breach of the Agreement or to terminate the Agreement; or
  - iii. The CITY may exercise any other available and lawful right or remedy. SOSC shall be liable for all legal fees plus other costs and expenses that the CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- G. In the event that the CITY is in breach of this Agreement, SOSC's sole remedy shall be the suspension or termination of this Agreement.

5.3 Scope of Waiver. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6. **NONDISCRIMINATION.** SOSC shall not discriminate on the basis of race, color, sex, age, religion, national origin or any other basis prohibited by law in its use of the Facilities. SOSC shall provide the CITY with a copy of its non-discrimination policy prior to any use of the Facilities.

7. **FEES AND CHARGES.**

7.1 Fees.

- A. The CITY will waive all fees for programs held within normal business hours of department operations. SOSC will report back on the number of residents and/or participants served during the sport program.
- B. SOSC shall obtain and maintain, at its sole cost and expense non-profit status as required by State and Federal law.
- C. SOSC agrees to submit to the CITY a map showing the geographical area that comprises its district. The CITY shall provide, upon SOSC's request, a current street map index in order to allow verification of the CITY residency.
- D. SOSC will submit a report to the CITY by the end of each fiscal year containing the following information: 1) the number of participants registered; 2) their ages; 3) the number of teams; 4) any special honors earned; 5) special programs; 6) camps or clinics held; 7) the number of the CITY's residents registered; and 8) the cost of registration. provided by the CITY shall be submitted within ten (10) business days of receipt of the invoice.

7.2 Method of Payment. Payments may be submitted by check made payable to the City of San Fernando.

8. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Should any claim or dispute arising out this agreement be governed solely by federal law, such claim or dispute should be brought in the Central District of California, located within the CITY and county of Los Angeles.

9. **NOTICE.** Any notice, request, direction, instruction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either Party may hereafter notify the other in writing as aforementioned:

Organization: Special Olympics Southern California  
Attention: Jeff Van Fossen, Assistant Vice President  
1600 Forbes Way, Suite 200, Long Beach, CA 90810  
Telephone: (562) 502-1145  
Email: [jfossen@sosc.org](mailto:jfossen@sosc.org)

City: City of San Fernando  
Attention: Nick Kimball, City Manager  
117 Macneil Street, San Fernando, California 91340  
Telephone: (818) 898-1202  
Email: [nkimball@sfcity.org](mailto:nkimball@sfcity.org)

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving Party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

**10. ATTORNEYS' FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, the Parties agree that the prevailing Party shall be entitled to recover attorney's fees from the opposing Party in any amount determined by the court to be reasonable.

**11. MISCELLANEOUS.**

11.1 Drafter. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the CITY and SOSC agree that neither Party shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one Party on the ground that such provision was drafted by the other.

11.2 Severability. The CITY and SOSC agree that the invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11.3 Entire Agreement. The CITY and SOSC agree that this Agreement (together with the documents attached as Exhibits "A"-"E") constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.



IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF SAN FERNANDO:**

**SPECIAL OLYMPICS SOUTHERN CALIFORNIA:**

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

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

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

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

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

**ATTEST:**

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

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

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

**APPROVED AS TO FORM**

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

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

**EXHIBIT "A"**  
**Use Schedule**

**Las Palmas Park** From \_\_\_\_\_ to \_\_\_\_\_

Facility	Date (s)	Time	Description/Notes
Baseball Field			
Green Space			
Gym (Indoor Facility)			
Key Events			• Event gathers high volume of participant. A Special Event Application is required and due 45 days prior to event.

**Recreation Park** From \_\_\_\_\_ to \_\_\_\_\_

Facility	Date (s)	Time	Description/Notes
Baseball Field			
Green Space			
Gym (Indoor Facility)			
Key Events			• Event gathers high volume of participant. A Special Event Application is required and due 45 days prior to event.

**Pioneer Park** From \_\_\_\_\_ to \_\_\_\_\_

Facility	Date (s)	Time	Description/Notes
Baseball Field			
Green Space			
Tennis Court			
Key Events			• Event gathers high volume of participant. A Special Event Application is required and due 45 days prior to event.

**EXHIBIT "B"**  
**RENTAL AND USAGE TERMS**

This Agreement covers only those expressly identified activities and uses identified in this Agreement and those Exhibits attached and incorporated thereto. Any other activities shall require an amendment to the Agreement.

1. The use and/or advertising of drugs, alcohol or tobacco products are NOT ALLOWED AT ANY TIME on or in the Facilities or any other CITY-owned property. NO SMOKING is allowed on or in the Facilities or any other CITY-owned property. Betting and/or other forms of gambling also are strictly prohibited on or in the Facilities or any other CITY-owned property at all times.
2. Responsible adults (21 years or older) must be present AT ALL TIMES when a group of minors are using the Facilities.
3. SOSC shall have a copy of this Agreement available on site at all times.
4. Persons setting up and cleaning up an SOSC event shall arrive no earlier and leave no later than the set time established in the application. A penalty charge will be assessed if arrival is earlier or if departure is later than set time.
5. Persons in attendance shall restrict their activities to those Facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
6. There will be no storage provided. Items/articles CAN NOT BE LEFT PRIOR to the event or AFTER the event (e.g. food, decorations, etc.). The CITY is not responsible for any personal items/articles lost, stolen, or misplaced.
7. Upon the conclusion of the event, the agent and/or the organization must leave the Facilities in the same condition as found. Such condition to be determined by an authorized representative. Failure to comply will result in a damage/cleaning Fee of \$165.00, and a Staff Fee of \$25.00 an hour exceeding the contractual time.
8. SOSC and/or their representatives shall maintain a civil attitude, mutual respect and team cooperation at all times. Failure to do so may result in revocation of permit.
9. SOSC and/or their representatives shall promptly report any deficiencies of the Facilities or service requests to the Recreation and Community Services Department at (818) 898-1290.
10. SOSC and/or their representatives shall arrive with sufficient amount of time to inspect the Facilities and allow for repairs.
11. SOSC and/or their representatives shall be responsible for performing minor repairs such as: dragging of the field, filling small divots and dust mopping gym floor. The CITY shall provide cleaning materials and secure means for storage on site.

**CONTRACT NO. 2228**

**EXHIBIT "B"**

12. Any repair inquiries must be placed to the Recreation and Community Services main office no later than 1:00 p.m. and will be forwarded to the CITY's Public Works Department that same day. The following is the contact information for the main office:

Phone: (818) 898-1290

Hours: Monday - Friday: 9:00 a.m. to 5:00 p.m.

13. Any repair inquiries placed after 1:00 p.m. will be addressed the following business day. Response time will vary depending on the situation. For urgent maintenance issues, such as power outages and sewage overflow, contact the front office at (818) 898-1290. For emergencies, dial 9-1-1.

EXHIBIT "C"

Banner Program and Advertising Guidelines

1. **BANNER PROGRAM GUIDELINES.** Subject to the terms and conditions set forth in this Agreement, SOSC shall be permitted to operate a banner program that will include managing the sales, ordering (if necessary), installation, maintenance, removal and disposal of banners in specified locations in baseball fields or on Facilities (the "banner advertising program"), as more particularly described below.
  - 1.1. Except as otherwise authorized by the CITY in writing, SOSC shall, at its sole cost and expense, furnish all materials and equipment, excluding the CITY park equipment, that may be required for Banner Program under to this Agreement.
  - 1.2. This term of the Banner Program shall be from the Commencement Date through the Effective Date, unless extended or sooner terminated as provided herein.
  - 1.3. SOSC shall make all documents, invoices and other records maintained by SOSC in connection with this Agreement available to the CITY for review and audit upon twenty-four (24) advance notice. The CITY may conduct such review and audit at any time during SOSC's regular working hours.
  - 1.4. The CITY shall provide SOSC with all pertinent data, documents and other requested information as is reasonably available for the proper performance of SOSC's services.
  - 1.5. At completion of the season, SOSC shall provide the CITY a summary report of revenues generated from the Banner Program.
  - 1.6. In the event any claim or action is brought against the CITY relating to SOSC's performance in connection with this Agreement, SOSC shall render any reasonable assistance that the CITY may require.
  - 1.7. SOSC shall remove and dispose of all banner advertisements, excluding SOSC's banner advertisements, placed in baseball fields or on the Facilities within ten (10) calendar days of the effective date of termination.
2. **ADVERTISING GUIDELINES.** The CITY declares that the advertising locations in the specified locations in the baseball fields or on field facilities located in the Facilities are nonpublic forums. All banner advertisements shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.
  - 2.1 Unacceptable Advertising. SOSC shall not accept and/or display advertisements:
    - A. That involve tobacco or tobacco related products;
    - B. That involve alcohol or alcohol related products;
    - C. That involve unlawful or illegal goods (including drugs), services or activities;

**CONTRACT NO. 2228****EXHIBIT "C"**

- D. That involve "junk food" products (for purposes of these guidelines "junk food" means food that is high in calories, fat and/or salt and with low nutritional values);
- E. That relate to an adult business (for purposes of these guidelines "adult business" shall have the meaning set forth in Section 106-1022 of Division 2 of Article VI or Chapter 106 of the San Fernando City Code);
- F. That relate to political campaigns or political issues;
- G. That relate to religious issues;
- H. That imply endorsement of any goods, services, or activities by or on the part of the CITY; or
- I. That infringe on any copyright, trade or service mark, title or slogan.

2.2 Violation of Advertising. SOSC shall promptly remove advertisements that are in violation of this Agreement within twenty-four (24) hours upon a verbal or written request by the CITY.

2.3 Advertising Guidelines. The CITY may amend these guidelines at any time with a fifteen (15) calendar day written notice to SOSC.

3. **ADVERTISING SPACE.** SOSC shall be responsible for the installation, removal and off-site disposal of banner advertisements. The CITY reserves the right to approve all materials, dimensions and locations of banner advertising to be placed in the locations identified in Section 2.1 below.

3.1 Banner Advertisement Placement. SOSC may install banner advertisements in the following locations:

Parks	Baseball Field	Location
Pioneer Park	1, 2	Outfield fences, dugouts, backstops
Recreation Park	1	Outfield fences, dugouts, backstops
Las Palmas Park	1, 2, 3, 4	Outfield fences, dugouts, backstops

3.2 SOSC, at no cost to the CITY, shall provide additional hardware as needed to prepare the locations identified above for the installation of banner advertisements. All additional hardware, once installed, shall become the CITY's property and shall not be removed by SOSC, unless requested by the CITY. SOSC shall provide the City Representative with photographic record of installed banner advertisements within three (3) business days of installation.

3.3 Banner Advertisement Dimensions. Excluding the CITY's banner advertisements, all banner advertisements shall meet the following dimension requirements:

Parks	Location	Maximum Dimensions
Pioneer Recreation Las Palmas	Outfield fences	10ft x 3.5ft
	Dugouts	8ft x 3.5ft
	Bleachers	8ft x 3.5ft
	Tennis court	10ft x 3.5ft

4. **CITY USE OF BANNER ADVERTISEMENT LOCATIONS.** The CITY may advertise or promote CITY programs and events at one (1) or more of the advertising locations identified above at no cost to the CITY. The CITY shall provide SOSC with a minimum fifteen (15) day advance notice, specifying the program or event and the dates for posting, prior to the installation date of the CITY's banner advertisement.
5. **BANNER ADVERTISING MATERIALS.** All banner advertising materials shall be of the highest industry standards. All banner advertisements shall be affixed using short- term removable material.
6. **CHANGE OF BANNER ADVERTISEMENT.** The change out of banner advertisements is SOSC's sole responsibility and shall be performed Mondays through Sunday (when fields are not in use) during the hours of 8 a.m. and 6:00 p.m.
7. **BANNER ADVERTISEMENT MAINTENANCE.** SOSC shall maintain banner advertisements in a clean condition free from dirt or residue.
8. **DAMAGE TO BANNER ADVERTISEMENTS.** The CITY assumes no liability for damages to banner advertisements as a result of causes beyond the control, and without the fault or negligence of the CITY. SOSC shall advise advertisers that vinyl banner advertisements have a limited life span due to sun fading, possible wind damage or vandalism. If a damaged banner advertisement needs to be removed, the CITY shall make its best effort to notify SOSC via written notice within twenty-four (24) hours of the CITY's notice of the damaged banner advertisement.

8.1 SOSC shall remove a banner advertisement, or portion thereof, that is placed improperly or that becomes cracked, peeled, or damaged, regardless of the cause thereof, at no cost to the CITY, within three (3) business days after the date of the CITY's written notice sent either by mail or facsimile to SOSC.

8.2 If the deficiencies are not corrected within three (3) business days from the date of the CITY's written notice, the CITY may remove the material and bill SOSC accordingly for labor. The CITY shall charge SOSC the standard hourly wage for a CITY Maintenance Worker to remove the material. SOSC shall remit payment to the CITY within thirty (30) business days of receipt of the CITY's invoice.

8.3 If SOSC fails to timely submit payment, the CITY may terminate this Agreement for breach and/or pursue other legal or equitable remedies.

9. **GRAFFITI.** In the event that any banner advertisement is damaged due to graffiti or vandalism, the CITY shall provide a verbal or written notice to SOSC and request SOSC's replacement of the advertisement at no cost to the CITY. SOSC shall promptly remove the advertisement within twenty-four (24) hours of receipt of the CITY's written request. SOSC, where appropriate, shall require advertisers to apply anti-graffiti coatings on banner advertisements.
10. **REMOVAL OF DATED MATERIALS.** SOSC shall apply an expiration date to the advertising terms for all banner advertisements with dated content. SOSC shall remove all dated materials within ten (10) calendar days of the expiration of an advertising term.



**EXHIBIT "D"**  
**Maintenance Schedule**

The CITY shall ensure that Facilities are properly maintained daily as set forth in this Maintenance Schedule.

<b>Activity Description</b>	<b>Performed</b>	<b>Notes</b>
Inspect fields/dugouts/etc.	2x per year (pre, mid-season)	To be conducted with city and SOSC's representatives.
Maintenance and repair of field secured equipment (fences, base anchors)	1x per year (extensive) As needed throughout the season.	Any inquiries regarding maintenance/repairs - please refer to Exhibit "B." Note: all inquiries will be reviewed by staff and prioritized based on urgency, safety, and budgetary restraints.
Aerate fields (infield & outfields)	1x per year (post season)	
Diamond dragging/leveling	(pre-season)	Yearly
Mowing	During season: 1 x week Playoffs/tournaments: 2x week	
Edging (infields)	As needed	
Herbicide – broadgrass/crapgrass	1-2 times/year	
Irrigation times and maintenance.	As needed	
Seeding and/or sod cut	1x/year (pre/post season)	Requires 12-16 weeks to mature (Mid October-Mid January)
Compost (infields)	1x/year (pre-season)	
50/50 (infields)	1x/year (pre-season)	
Top dress (infields)	1x/year (pre-season)	
Verti-cut/Dethatch/Scalp	1x/year (post-season)	

SOSC shall maintain the Facilities clean while in use, and upon the conclusion of the event, practice or game SOSC must leave the Facilities in the same condition as found.

**EXHIBIT "E"**  
**Liability Sample**

**City of San Fernando**

**Release, Waiver of Liability, Assumption of Risk and  
Hold Harmless Indemnification Agreement  
(Please Read Carefully Before Signing)**

In consideration my participation with Special Olympics Southern California ("SOSC"), I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of San Fernando as a result of my participation in SOSC. This release is intended to discharge the City of San Fernando, its officers, officials, employees, and volunteers from and against any and all liability arising out of or connected in any way with my participation in SOSC, even though that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I further understand that accidents and injuries can arise out of participation with SOSC; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to indemnify and holds harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me, or my heirs or assigns, for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

---

Participant's Signature

---

Date

---

Participant's Printed Name

**FOR MINORS (UNDER 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND HOLD HARMLESS INDEMNIFICATION AGREEMENT and do consent and agree to all of its provisions.

---

Parent/Legal Guardians Signature

---

Date

---

Parent/Legal Guardians Printed Name

**RESOLUTION NO. 6904**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SAN FERNANDO, AMENDING THE STANDARD  
MANAGEMENT PROCEDURE REGARDING USE OF CITY  
SEAL**

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY  
FINDS AND RESOLVES:**

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

- 1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
- 2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
- 3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
- 4. The City seal may not be used for political or commercial purposes.
- 5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

PASSED, APPROVED and ADOPTED this 5<sup>th</sup> day of May, 2003.

Dr. José Hernández  
Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez  
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada  
Michael Estrada, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5<sup>th</sup> day of May, 2003; and that the same was passed by the following vote:

AYES:           Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES:           None

ABSENT:       None

Elena G. Chávez  
Elena G. Chávez, City Clerk



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

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

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works

**Date:** March 18, 2024

**Subject:** Consideration to Approve an Agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for Cost Sharing for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) (Attachment "A" - Contract No. 2232) for cost sharing for the installation of monitoring equipment and monitoring pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load (TMDL); and
- b. Authorize the City Manager, or designee, to execute the agreement and all related documents.

### BACKGROUND:

1. On December 2, 2013, the City Council approved participation in the Upper Los Angeles River Enhanced Watershed Management Plan Group (ULAR Group) and authorized the City's participation in the Upper Los Angeles River Enhanced Watershed Management Plan and the associated Coordinated Integrated Monitoring Plan (CIMP).
2. On June 27, 2014, the ULAR Group submitted a draft of the CIMP to the Los Angeles Regional Water Quality Control Board (Regional Board) for approval, which included Harbor Toxics TMDL monitoring.
3. On June 15, 2015, the City, along with numerous other agencies, entered into an agreement with GWMA (Attachment "B" – Contract No. 1791) to cost share the installation of monitoring equipment and conduct monitoring as required by the Harbor Toxic Pollutants TMDL; this agreement expired on June 30, 2018.

**Consideration to Approve an Agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for Cost Sharing for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load**

Page 2 of 3

---

4. On June 8, 2018, the City Council approved a subsequent and most recent agreement (Attachment “C” – Contract No. 1888) which expired on June 30, 2023.

**ANALYSIS:**

The National Pollutant Discharge Elimination System (NPDES) was originally created as an amendment to the Clean Water Act (CWA) of 1972 and established a permit program to control water pollution by regulating the discharge of pollutants into the waters of the United States. Due to the passage of Water Quality Act in 1987, the Environmental Protection Agency (EPA) began requiring states to regulate stormwater runoff and to prepare non-point source management programs; specifically municipalities with populations of 100,000 or greater. In 2003, the NPDES program was expanded to include smaller municipalities serving populations of less than 100,000 (or communities with a population of 1,000 people or more per square mile per the U.S. Census Bureau). The program now requires that these municipalities have in place a stormwater management program.

On May 11, 2011, the California Regional Water Quality Control Board, Los Angeles Region, adopted the Dominguez Channel and Greater Harbors Toxic TMDL requiring cities and agencies draining into either the Los Angeles or San Gabriel Rivers to conduct monitoring for toxic pollutants as defined by that TMDL. The City is within the Upper Los Angeles River Watershed of the greater Los Angeles River Watershed, which eventually drains into the Los Angeles Harbor. To monitor for toxic pollutants and conduct associated testing, the installation of specialized monitoring equipment is required.

Beginning with the National Pollutant Discharge Elimination Systems Permit (MS4 Permit) Order R4-2012-0175, which became effective on December 28, 2012, the Los Angeles Regional Water Quality Control Board (Regional Board), included the Harbor Toxics TMDL as a requirement. The Harbor Toxics TMDL still remains a requirement within the most recent MS4 Permit, Order R4-2012-0175, which went into effect September 11, 2021. In an effort to make it less challenging for cities/agencies to comply with the TMDL monitoring requirement, the Regional Board included incentives within the permit for permittees who were willing to work cooperatively with other agencies to coordinate monitoring efforts to leverage monitoring resources in an effort to increase cost-efficiency.

To reduce costs, all participating permittees will share the cost, responsibility and testing results that are specific to their drainage area. GWMA has been tasked to act as the fiduciary agent for the installation of equipment and subsequent monitoring at three monitoring stations in the Los Angeles harbor area. By sharing the cost of the TMDL activities with participating permittees, the City, in turn, experiences a cost reduction compared to completing the services without participation in the Agreement. The attached agreement includes a cost share matrix.



**Consideration to Approve an Agreement with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for Cost Sharing for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load**

Page 3 of 3

Cost shares were developed based on each watershed group paying (1) a shared baseline fee, (2) a direct administrative fee, and (3) an indirect administration fee. GWMA will assess annually a five percent (5%) to ten percent (10%) direct administrative fee for non-GWMA permittees to cover the cost of administering this program and indirect administration fee of two percent (2%) to five percent (5%). Note, the City is not a member of GWMA and as a result is listed as a non-GWMA member in the Agreement.

To participate in the program, the City will be required to sign the Agreement with GWMA. Due to the number of permittees involved, the Agreement is not subject to altering or customization.

**BUDGET IMPACT:**

Under the terms of the Agreement, the City would be obligated to pay a total not-to-exceed cost share amount of \$2,044. The following is a breakdown of the annual cost share fee:

<b>Fiscal Year</b>	<b>Annual Baseline Fee</b>	<b>Direct Admin Fee (10%)</b>	<b>Indirect Admin Fee (5%)</b>	<b>Total Max Cost (3 Years)</b>
2023-2024	\$586.24	\$58.63	\$29.31	\$674.18
2024-2025	\$588.78	\$58.88	\$29.44	\$677.10
2025-2026	\$602.60	\$60.26	\$30.13	\$692.99
<b>Total Cost Over Three Years</b>				<b>\$2,044.27</b>

GWMA will assess the direct and indirect administrative fees for non-GWMA permittees during June/July annually. With this being the case, the maximum direct and indirect fee percentages are being used to estimate funds for each fiscal year budget. As stated previously, the direct and indirect administration fees will be utilized to recover GWMA's administrative duties associated with the agreement. The annual cost share fee will be funded from Measure W (Fund 023).

**CONCLUSION:**

Staff recommends that the City Council approve Contract No. 2232 with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and authorize the City Manager to execute the agreement.

**ATTACHMENTS:**

- A. Contract No. 2232
- B. Contract No. 1791
- C. Contract No. 1888

AGREEMENT  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY  
AND THE  
CITY OF SAN FERNANDO

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT  
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of June 8, 2023, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of San Fernando, (the "Permittee"). The Permittee and the GWMA are collectively referred to as the "Parties";

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the MS4 Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including its estuary or Coyote Creek or the San Gabriel River including their estuaries;

WHEREAS, various MS4 Permittees desire to achieve the objectives of the Harbor Toxic Pollutants TMDL by continuing to maintain the monitoring station in the Los Angeles River at Wardlow Road, monitoring station in the San Gabriel River near Spring Street, and monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

06/08/2023

CONTRACT NO. 2232

WHEREAS, continuing maintenance of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can and is willing to provide;

WHEREAS, the Lower Los Angeles River Watershed Management Group and the Lower San Gabriel River Watershed Management Group have been formed pursuant to the MS4 Permit and oversee and manage the monitoring program for the Harbor Toxic Pollutants TMDL within their respective watersheds;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Water Replenishment District, Central Basin Municipal Water District, Port of Long Beach, and the Long Beach Water Department ("GWMA Members");

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees that are not GWMA Members may request to participate in the cost sharing of the Monitoring Costs for the maintenance of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in the GWMA) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, because GWMA Members already pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay an administrative fee that is less than that the administrative fee charged to MS4 Permittees that are not GWMA Members;

WHEREAS, certain private NPDES permit holders that are subject to the Harbor Toxic Pollutants TMDL have also expressed interest in participating in the cost share for the Monitoring Costs and procuring the monitoring data generated pursuant to this Agreement in order to satisfy their own permit obligations;

WHEREAS, the current agreements that cover the cost share arrangements for the Monitoring Costs through fiscal year 2022-2023 will expire on June 30, 2023.

WHEREAS, it is currently unknown how many MS4 Permittees and private NPDES permit holders will ultimately participate in the cost sharing of the Monitoring Costs for fiscal years 2023-2024 through 2025-2026;

WHEREAS, depending on how many MS4 Permittees and private NPDES permit holders ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Parties have determined that authorizing GWMA to hire consultants as necessary to maintain the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in Exhibit "A"; and (b) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to maintain Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 2. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 3. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 4. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 5. Term. This Agreement shall commence on July 1, 2023 and shall expire on June 30, 2026, unless terminated earlier pursuant to this Agreement.

Section 6. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs.

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs. Provided the Permittee has paid all outstanding invoices to the GWMA to cover the Monitoring Costs and administrative costs, the GWMA will provide the Permittee with the monitoring data collected from the Monitoring Stations and any associated reports.

(c) The GWMA is authorized and may negotiate, enter into agreements with, and collect funds from general and individual NPDES permit holders, that are not MS4 Permittees, for cost-sharing the Monitoring Costs in order to reduce the total costs incurred by the MS4 Permittees.

## Section 7. Financial Terms.

(a) **Annual Payment Amount.** The Permittee shall pay no more than the following amounts for each of the three fiscal years (June 30-July 1) listed below ("Annual Payment Amount"):

Fiscal Year 2023-2024:

Five Hundred Eighty Six Dollars and Twenty Four Cents (\$586.24)

Fiscal Year 2024-2025:

Five Hundred Eighty Eight Dollars and Seventy Eight Cents (\$588.78)

Fiscal Year 2025-2026:

Six Hundred Two Dollars and Sixty Cents (\$602.60)

Each Annual Payment Amount includes the Permittee's Cost Share Amount identified in Exhibit "A", attached hereto and incorporated herein.

(b) **Administrative Costs.** In addition to the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants, managing the consultants' contracts, and invoicing the Permittee and legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Direct Costs"), and audit expenses and other overhead costs ("Indirect Costs"), referred to collectively herein as the "Administrative Costs Payment Amount". The Administrative Costs Payment Amount will be added to the Permittee's annual invoice to cover the Permittee's share of the administrative costs.

i. **GWMA Members.** If the Permittee is a GWMA Member, then the Administrative Costs Payment Amount does not include the GWMA's Indirect Costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the Direct Costs portion of the Administrative Costs Payment Amount will range between zero percent (0%) and five percent (5%) of the of the Permittee's Cost Share Amount identified in Exhibit "A." On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA Board will establish the rate charged to recover its Direct Costs for the next fiscal year. The GWMA will provide the Permittee, through the respective Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups, fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

ii. **Non-GWMA Members.** If the Permittee is not a GWMA Member, then the Administrative Costs Payment Amount will include the GWMA's Indirect Costs. The rate charged to Non-GWMA Members in order to recover Direct Costs will range between five percent (5%) and ten percent (10%) of the Permittee's Cost Share Amount identified in Exhibit "A." The rate charged to Non-GWMA Members in order to

recover Indirect Costs will range between two percent (2%) and five percent (5%) of the Permittee's Cost Share Amount identified in Exhibit "A." On an annual basis the GWMA will evaluate the percentage rates for both Direct and Indirect Costs charged to Non-GWMA Members to ensure they adequately recover the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover its Direct and Indirect Costs for the next fiscal year. The GWMA will provide the Permittee, through the respective Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups, fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

(c) Adjustment of Cost Share Based on Number of Participants. The Annual Payment Amount and the Administrative Costs Payment Amount identified in this Section 7 ("Financial Terms") represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs.

(d) Reserve Credits. If the actual cost share amount plus administrative costs collected by GWMA from all participating permittees in the Harbor Toxic Pollutants TMDL program are less than the Annual Payment Amount, plus the Administrative Costs Payment Amount, paid by all permittees in a particular year, then the GWMA will notify the Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups. The Chairs will direct GWMA on how to apply the excess balance, which may include carrying the balance over to cover permittee costs in one or more subsequent years. , GWMA reserves the right to transfer funds from the excess balance to maintain a minimum balance of \$10,000 in its account dedicated to the Harbor Toxic Pollutants TMDL program at all times, per GWMA's Administrative Budget Policy. Notwithstanding the forgoing, the Administrative Costs Payment Amount charged to non-GWMA Members for Indirect Costs will be retained by GWMA and is not subject to a credit.

(e) Funds remaining in the possession of the GWMA at the expiration or earlier termination of this MOU shall be promptly returned to the Permittee in proportion to the Cost Share Amount identified in Exhibit "A" or rolled over into the subsequent MOU for the Harbor Toxic Pollutants TMDL if requested by the Permittee.

(f) The Permittee's Annual Payment Amount and Administrative Costs Payment Amount for the 2023-2024 fiscal year are due upon execution of this Agreement, but in no event later than September 30, 2023. For each subsequent fiscal year, commencing with the 2024-2025 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount and Administrative Costs Payment Amount. Upon receiving an invoice from GWMA, each Permittee shall pay the Annual Payment Amount and Administrative Costs Payment Amount set forth in the invoice to the GWMA within forty-five (45) days of receipt.

(g) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee

is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 11 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

#### Section 8. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

#### Section 9. Indemnification and Warranty.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants.

## Section 10. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to a new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of such new fiscal year (e.g., If the Permittee terminates on March 1<sup>st</sup>, 2024, the Permittee is responsible for the Annual Payment Amounts for both fiscal years 2023-2024 and 2024-2025. If the Permittee terminates on February 10, 2024, the Permittee is responsible for its Annual Payment Amount only for Fiscal year 2023-2024, not for fiscal year 2024-2025). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

## Section 11. Miscellaneous.

(a) Other NPDES Permit Holders. Individual or general NPDES permit holders who are not MS4 Permittees that receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in this cost share for the Monitoring Costs in order to receive the monitoring data collected from the Monitoring Stations. Upon receipt of a written request from an NPDES permit holder to participate in this cost share, the GWMA will either reject or accept the NPDES permit holder's participation in the cost share arrangement. If accepted, the NPDES permit holder will enter into a separate cost share agreement with the GWMA that will require the NPDES permit holder to pay annually at least twelve thousand three hundred dollars (\$12,300) ("Private Monitoring Fee") for the Monitoring Costs. Failure to pay the Private Monitoring Fee by the date set forth in the cost share agreement will result in termination of the NPDES permit holder's participant status. An NPDES permit holder accepted as a participant will only be entitled to receive the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Private Monitoring Fee. The Private Monitoring Fee will be applied as a credit toward the Permittee's Annual Payment Amount in proportion to the Permittee's Cost Share Amount identified in Exhibit "A."

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:



To GWMA:

Ms. Grace Kast  
Executive Officer  
16401 Paramount Boulevard  
Paramount, CA 90723

To the Permittee:

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Joe Bellomo

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

06/08/2023

CONTRACT NO. 2232

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

CONTRACT NO. 2232

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: \_\_\_\_\_

LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS  
AUTHORITY

\_\_\_\_\_  
Adriana Figueroa  
GWMA Chair

DATE: \_\_\_\_\_

PERMITTEE  
City of San Fernando

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**EXHIBIT "A"**  
**COST SHARE MATRIX**  
**ATTACHED**

Harbor Toxic Upstream  
FY 2023-2024 Cost Share

CONTRACT NO. 2232

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 769.90			\$ 769.90	10%	\$ 76.99	5.00%	\$ 38.51	\$ 885.39
City of Arcadia	no	\$ 883.29	\$ 647.82		\$ 1,531.11	10%	\$ 153.11	5.00%	\$ 76.56	\$ 1,760.77
City of Artesia	yes		\$ 670.42	\$ 1,999.78	\$ 2,670.20	5%	\$ 133.51	0.00%	\$ -	\$ 2,803.71
City of Azusa	no		\$ 1,406.84		\$ 1,406.84	10%	\$ 140.68	5.00%	\$ 70.33	\$ 1,617.87
City of Baldwin Park	no		\$ 1,195.60		\$ 1,195.60	10%	\$ 119.56	5.00%	\$ 59.78	\$ 1,374.93
City of Bell	yes	\$ 594.86			\$ 594.86	5%	\$ 29.74	0.00%	\$ -	\$ 624.61
City of Bell Gardens	yes	\$ 589.46			\$ 589.46	5%	\$ 29.46	0.00%	\$ -	\$ 618.93
City of Bellflower	yes		\$ 788.13		\$ 788.13	5%	\$ 39.41	0.00%	\$ -	\$ 827.53
City of Bradbury	no	\$ 530.64	\$ 722.94		\$ 1,253.58	10%	\$ 125.36	5.00%	\$ 62.68	\$ 1,441.62
City of Burbank	no	\$ 1,108.80			\$ 1,108.80	10%	\$ 110.88	5.00%	\$ 55.44	\$ 1,275.12
City of Calabasas	no	\$ 722.00			\$ 722.00	10%	\$ 72.20	5.00%	\$ 36.10	\$ 830.30
City of Cerritos	yes		\$ 874.61	\$ 3,356.65	\$ 4,231.26	5%	\$ 211.56	0.00%	\$ -	\$ 4,442.83
City of Claremont	no		\$ 1,755.26		\$ 1,755.26	10%	\$ 175.53	5.00%	\$ 87.76	\$ 2,018.55
City of Commerce	yes	\$ 732.31			\$ 732.31	5%	\$ 36.63	0.00%	\$ -	\$ 768.93
City of Compton	yes	\$ 857.25			\$ 857.25	5%	\$ 42.86	0.00%	\$ -	\$ 900.11
City of Covina	no		\$ 1,214.67		\$ 1,214.67	10%	\$ 121.47	5.00%	\$ 60.74	\$ 1,396.87
City of Cudahy	yes	\$ 546.30			\$ 546.30	5%	\$ 27.33	0.00%	\$ -	\$ 573.62
City of Diamond Bar	no		\$ 1,225.38	\$ 3,704.23	\$ 4,929.61	10%	\$ 492.96	5.00%	\$ 246.48	\$ 5,669.05
City of Downey	yes	\$ 696.90	\$ 1,182.79		\$ 1,879.69	5%	\$ 93.98	0.00%	\$ -	\$ 1,973.68
City of Duarte	no	\$ 549.90	\$ 818.96		\$ 1,368.86	10%	\$ 136.89	5.00%	\$ 68.44	\$ 1,574.19
City of El Monte	no	\$ 747.97	\$ 835.94		\$ 1,583.91	10%	\$ 158.39	5.00%	\$ 79.20	\$ 1,821.50
City of Glendale	no	\$ 1,572.21			\$ 1,572.21	10%	\$ 157.22	5.00%	\$ 78.62	\$ 1,808.05
City of Glendora	no		\$ 1,845.14		\$ 1,845.14	10%	\$ 184.51	5.00%	\$ 92.26	\$ 2,121.91
City of Hawaiian Gardens	yes			\$ 1,951.65	\$ 1,951.65	5%	\$ 97.58	0.00%	\$ -	\$ 2,049.23
City of Hidden Hills	no	\$ 555.85			\$ 555.85	10%	\$ 55.59	5.00%	\$ 27.79	\$ 639.23
City of Huntington Park	yes	\$ 608.72			\$ 608.72	5%	\$ 30.44	0.00%	\$ -	\$ 639.16
City of Industry	no		\$ 1,628.28		\$ 1,628.28	10%	\$ 162.83	5.00%	\$ 81.42	\$ 1,872.52
City of Irwindale	no	\$ 559.29	\$ 1,299.19		\$ 1,858.48	10%	\$ 185.85	5.00%	\$ 92.93	\$ 2,137.25
City of La Canada Flintridge	no	\$ 805.37			\$ 805.37	10%	\$ 80.54	5.00%	\$ 40.27	\$ 926.18
City of La Habra Heights	no		\$ 719.54	\$ 2,995.71	\$ 3,715.25	10%	\$ 371.52	5.00%	\$ 185.77	\$ 4,272.54
City of La Mirada	yes			\$ 3,914.11	\$ 3,914.11	5%	\$ 195.71	0.00%	\$ -	\$ 4,109.81
City of La Puente	no		\$ 917.59		\$ 917.59	10%	\$ 91.76	5.00%	\$ 45.87	\$ 1,055.23
City of La Verne	no		\$ 1,341.78		\$ 1,341.78	10%	\$ 134.18	5.00%	\$ 67.09	\$ 1,543.05
City of Lakewood	yes	\$ 506.20	\$ 716.67	\$ 1,956.11	\$ 3,178.97	5%	\$ 158.95	0.00%	\$ -	\$ 3,337.92
City of Long Beach	yes	\$ 933.38	\$ 710.26	\$ 2,354.48	\$ 3,998.12	5%	\$ 199.91	0.00%	\$ -	\$ 4,198.03
City of Los Angeles	no	\$ 10,395.22			\$ 10,395.22	10%	\$ 1,039.52	5.00%	\$ 519.76	\$ 11,954.50
City of Lynwood	yes	\$ 672.45			\$ 672.45	5%	\$ 33.62	0.00%	\$ -	\$ 706.08
City of Maywood	yes	\$ 544.56			\$ 544.56	5%	\$ 27.22	0.00%	\$ -	\$ 571.78
City of Monrovia	no	\$ 776.51	\$ 635.93		\$ 1,412.44	10%	\$ 141.24	5.00%	\$ 70.62	\$ 1,624.30
City of Montebello	yes	\$ 795.66			\$ 795.66	5%	\$ 39.77	0.00%	\$ -	\$ 835.44
City of Monterey Park	no	\$ 773.62			\$ 773.62	10%	\$ 77.36	5.00%	\$ 38.68	\$ 889.66
City of Norwalk	yes		\$ 993.49	\$ 3,218.96	\$ 4,212.45	5%	\$ 210.62	0.00%	\$ -	\$ 4,423.08

Harbor Toxic Upstream  
FY 2023-2024 Cost Share

CONTRACT NO. 2232

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 612.38			\$ 612.38	5%	\$ 30.62	0.00%	\$ -	\$ 643.00
City of Pasadena	no	\$ 1,311.23			\$ 1,311.23	10%	\$ 131.12	5.00%	\$ 65.57	\$ 1,507.92
City of Pico Rivera	yes	\$ 585.81	\$ 1,142.56		\$ 1,728.36	5%	\$ 86.42	0.00%	\$ -	\$ 1,814.78
City of Pomona	no		\$ 2,549.82		\$ 2,549.82	10%	\$ 254.98	5.00%	\$ 127.49	\$ 2,932.29
City of Rosemead	no	\$ 684.08			\$ 684.08	10%	\$ 68.41	5.00%	\$ 34.20	\$ 786.69
City of San Dimas	no		\$ 1,918.04		\$ 1,918.04	10%	\$ 191.80	5.00%	\$ 95.90	\$ 2,205.74
City of San Fernando	no	\$ 586.24			\$ 586.24	10%	\$ 58.62	5.00%	\$ 29.30	\$ 674.18
City of San Gabriel	no	\$ 647.74			\$ 647.74	10%	\$ 64.77	5.00%	\$ 32.39	\$ 744.90
City of San Marino	no	\$ 634.91			\$ 634.91	10%	\$ 63.49	5.00%	\$ 31.75	\$ 730.15
City of Santa Fe Springs	yes		\$ 878.14	\$ 3,361.55	\$ 4,239.69	5%	\$ 211.98	0.00%	\$ -	\$ 4,451.68
City of Sierra Madre	no	\$ 601.19			\$ 601.19	10%	\$ 60.12	5.00%	\$ 30.05	\$ 691.37
City of Signal Hill	yes	\$ 509.09			\$ 509.09	5%	\$ 25.45	0.00%	\$ -	\$ 534.54
City of South El Monte	no	\$ 589.00	\$ 659.45		\$ 1,248.45	10%	\$ 124.84	5.00%	\$ 62.42	\$ 1,435.72
City of South Gate	yes	\$ 760.08			\$ 760.08	5%	\$ 38.00	0.00%	\$ -	\$ 798.09
City of South Pasadena	no	\$ 622.69			\$ 622.69	10%	\$ 62.27	5.00%	\$ 31.13	\$ 716.09
City of Temple City	no	\$ 644.03			\$ 644.03	10%	\$ 64.40	5.00%	\$ 32.20	\$ 740.63
LA County Unincorporated	no	\$ 2,829.92	\$ 4,772.41	\$ 6,335.54	\$ 13,937.86	10%	\$ 1,393.79	5.00%	\$ 696.89	\$ 16,028.54
City of Vernon	yes	\$ 683.37			\$ 683.37	5%	\$ 34.17	0.00%	\$ -	\$ 717.53
City of Walnut	no		\$ 1,381.37		\$ 1,381.37	10%	\$ 138.14	5.00%	\$ 69.07	\$ 1,588.57
City of West Covina	no		\$ 1,979.57		\$ 1,979.57	10%	\$ 197.96	5.00%	\$ 98.98	\$ 2,276.51
City of Whittier	yes		\$ 844.56	\$ 5,124.38	\$ 5,968.94	5%	\$ 298.45	0.00%	\$ -	\$ 6,267.39
LACFCD	no	\$ 2,119.64	\$ 2,119.64	\$ 2,119.64	\$ 6,358.92	10%	\$ 635.89	5.00%	\$ 317.96	\$ 7,312.75
<b>Total</b>		<b>\$43,250.02</b>	<b>\$ 42,392.78</b>	<b>\$ 42,392.78</b>	<b>\$ 128,035.57</b>		<b>\$ 10,440.14</b>		<b>\$ 4,038.39</b>	<b>\$ 142,514.10</b>

**NOTES:**

The GWMA administration cost is as follows:

Direct admin fee is 0-5% for GWMA members and 5-10% for non-members.

Indirect admin fee is 2-5% for non-members.

**The rates applied above assume the following :**

GWMA Members Admin Fee = 5%

GWMA Non-Members Admin Fee = 10%

GWMA Indirect Fee = 5%

Harbor Toxic Upstream  
FY 2024-2025 Cost Share

CONTRACT NO. 2232

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 773.24			\$ 773.24	10%	\$ 77.32	5.00%	\$ 38.67	\$ 889.22
City of Arcadia	no	\$ 887.11	\$ 650.62		\$ 1,537.73	10%	\$ 153.77	5.00%	\$ 76.89	\$ 1,768.39
City of Artesia	yes		\$ 673.32	\$ 2,008.43	\$ 2,681.75	5%	\$ 134.09	0.00%	\$ -	\$ 2,815.83
City of Azusa	no		\$ 1,412.93		\$ 1,412.93	10%	\$ 141.29	5.00%	\$ 70.64	\$ 1,624.87
City of Baldwin Park	no		\$ 1,200.77		\$ 1,200.77	10%	\$ 120.08	5.00%	\$ 60.04	\$ 1,380.88
City of Bell	yes	\$ 597.44			\$ 597.44	5%	\$ 29.87	0.00%	\$ -	\$ 627.31
City of Bell Gardens	yes	\$ 592.01			\$ 592.01	5%	\$ 29.59	0.00%	\$ -	\$ 621.61
City of Bellflower	yes		\$ 791.54		\$ 791.54	5%	\$ 39.58	0.00%	\$ -	\$ 831.11
City of Bradbury	no	\$ 532.94	\$ 726.06		\$ 1,259.00	10%	\$ 125.90	5.00%	\$ 62.95	\$ 1,447.85
City of Burbank	no	\$ 1,113.60			\$ 1,113.60	10%	\$ 111.36	5.00%	\$ 55.68	\$ 1,280.64
City of Calabasas	no	\$ 725.12			\$ 725.12	10%	\$ 72.51	5.00%	\$ 36.26	\$ 833.89
City of Cerritos	yes		\$ 878.39	\$ 3,371.17	\$ 4,249.57	5%	\$ 212.48	0.00%	\$ -	\$ 4,462.05
City of Claremont	no		\$ 1,762.85		\$ 1,762.85	10%	\$ 176.29	5.00%	\$ 88.14	\$ 2,027.28
City of Commerce	yes	\$ 735.48			\$ 735.48	5%	\$ 36.78	0.00%	\$ -	\$ 772.25
City of Compton	yes	\$ 860.96			\$ 860.96	5%	\$ 43.05	0.00%	\$ -	\$ 904.01
City of Covina	no		\$ 1,219.92		\$ 1,219.92	10%	\$ 121.99	5.00%	\$ 61.01	\$ 1,402.91
City of Cudahy	yes	\$ 548.66			\$ 548.66	5%	\$ 27.44	0.00%	\$ -	\$ 576.10
City of Diamond Bar	no		\$ 1,230.68	\$ 3,720.25	\$ 4,950.93	10%	\$ 495.09	5.00%	\$ 247.55	\$ 5,693.57
City of Downey	yes	\$ 699.91	\$ 1,187.91		\$ 1,887.82	5%	\$ 94.39	0.00%	\$ -	\$ 1,982.21
City of Duarte	no	\$ 552.28	\$ 822.50		\$ 1,374.78	10%	\$ 137.48	5.00%	\$ 68.74	\$ 1,581.00
City of El Monte	no	\$ 751.21	\$ 839.56		\$ 1,590.76	10%	\$ 159.08	5.00%	\$ 79.54	\$ 1,829.38
City of Glendale	no	\$ 1,579.02			\$ 1,579.02	10%	\$ 157.90	5.00%	\$ 78.96	\$ 1,815.87
City of Glendora	no		\$ 1,853.12		\$ 1,853.12	10%	\$ 185.31	5.00%	\$ 92.66	\$ 2,131.09
City of Hawaiian Gardens	yes			\$ 1,960.09	\$ 1,960.09	5%	\$ 98.00	0.00%	\$ -	\$ 2,058.10
City of Hidden Hills	no	\$ 558.25			\$ 558.25	10%	\$ 55.83	5.00%	\$ 27.91	\$ 641.99
City of Huntington Park	yes	\$ 611.36			\$ 611.36	5%	\$ 30.57	0.00%	\$ -	\$ 641.92
City of Industry	no		\$ 1,635.32		\$ 1,635.32	10%	\$ 163.53	5.00%	\$ 81.78	\$ 1,880.62
City of Irwindale	no	\$ 561.71	\$ 1,304.81		\$ 1,866.52	10%	\$ 186.65	5.00%	\$ 93.34	\$ 2,146.50
City of La Canada Flintridge	no	\$ 808.86			\$ 808.86	10%	\$ 80.89	5.00%	\$ 40.44	\$ 930.18
City of La Habra Heights	no		\$ 722.65	\$ 3,008.67	\$ 3,731.32	10%	\$ 373.13	5.00%	\$ 186.58	\$ 4,291.02
City of La Mirada	yes			\$ 3,931.04	\$ 3,931.04	5%	\$ 196.55	0.00%	\$ -	\$ 4,127.59
City of La Puente	no		\$ 921.56		\$ 921.56	10%	\$ 92.16	5.00%	\$ 46.07	\$ 1,059.80
City of La Verne	no		\$ 1,347.59		\$ 1,347.59	10%	\$ 134.76	5.00%	\$ 67.38	\$ 1,549.73
City of Lakewood	yes	\$ 508.39	\$ 719.77	\$ 1,964.57	\$ 3,192.72	5%	\$ 159.64	0.00%	\$ -	\$ 3,352.36
City of Long Beach	yes	\$ 937.42	\$ 713.34	\$ 2,364.67	\$ 4,015.42	5%	\$ 200.77	0.00%	\$ -	\$ 4,216.19
City of Los Angeles	no	\$ 10,440.19			\$ 10,440.19	10%	\$ 1,044.02	5.00%	\$ 522.01	\$ 12,006.22
City of Lynwood	yes	\$ 675.36			\$ 675.36	5%	\$ 33.77	0.00%	\$ -	\$ 709.13
City of Maywood	yes	\$ 546.91			\$ 546.91	5%	\$ 27.34	0.00%	\$ -	\$ 574.26
City of Monrovia	no	\$ 779.87	\$ 638.68		\$ 1,418.55	10%	\$ 141.85	5.00%	\$ 70.93	\$ 1,631.33
City of Montebello	yes	\$ 799.10			\$ 799.10	5%	\$ 39.95	0.00%	\$ -	\$ 839.06
City of Monterey Park	no	\$ 776.96			\$ 776.96	10%	\$ 77.70	5.00%	\$ 38.85	\$ 893.51
City of Norwalk	yes		\$ 997.79	\$ 3,232.88	\$ 4,230.68	5%	\$ 211.53	0.00%	\$ -	\$ 4,442.21

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 615.03			\$ 615.03	5%	\$ 30.75	0.00%	\$ -	\$ 645.78
City of Pasadena	no	\$ 1,316.91			\$ 1,316.91	10%	\$ 131.69	5.00%	\$ 65.86	\$ 1,514.44
City of Pico Rivera	yes	\$ 588.34	\$ 1,147.50		\$ 1,735.84	5%	\$ 86.79	0.00%	\$ -	\$ 1,822.63
City of Pomona	no		\$ 2,560.85		\$ 2,560.85	10%	\$ 256.08	5.00%	\$ 128.04	\$ 2,944.98
City of Rosemead	no	\$ 687.04			\$ 687.04	10%	\$ 68.70	5.00%	\$ 34.35	\$ 790.09
City of San Dimas	no		\$ 1,926.34		\$ 1,926.34	10%	\$ 192.63	5.00%	\$ 96.32	\$ 2,215.29
City of San Fernando	no	\$ 588.78			\$ 588.78	10%	\$ 58.88	5.00%	\$ 29.43	\$ 677.10
City of San Gabriel	no	\$ 650.54			\$ 650.54	10%	\$ 65.05	5.00%	\$ 32.53	\$ 748.12
City of San Marino	no	\$ 637.66			\$ 637.66	10%	\$ 63.77	5.00%	\$ 31.88	\$ 733.31
City of Santa Fe Springs	yes		\$ 881.94	\$ 3,376.10	\$ 4,258.03	5%	\$ 212.90	0.00%	\$ -	\$ 4,470.94
City of Sierra Madre	no	\$ 603.79			\$ 603.79	10%	\$ 60.38	5.00%	\$ 30.18	\$ 694.36
City of Signal Hill	yes	\$ 511.29			\$ 511.29	5%	\$ 25.56	0.00%	\$ -	\$ 536.86
City of South El Monte	no	\$ 591.55	\$ 662.30		\$ 1,253.85	10%	\$ 125.38	5.00%	\$ 62.69	\$ 1,441.93
City of South Gate	yes	\$ 763.37			\$ 763.37	5%	\$ 38.17	0.00%	\$ -	\$ 801.54
City of South Pasadena	no	\$ 625.39			\$ 625.39	10%	\$ 62.54	5.00%	\$ 31.27	\$ 719.19
City of Temple City	no	\$ 646.81			\$ 646.81	10%	\$ 64.68	5.00%	\$ 32.34	\$ 743.83
LA County Unincorporated	no	\$ 2,842.16	\$ 4,793.05	\$ 6,362.95	\$ 13,998.16	10%	\$ 1,399.82	5.00%	\$ 699.91	\$ 16,097.89
City of Vernon	yes	\$ 686.32			\$ 686.32	5%	\$ 34.32	0.00%	\$ -	\$ 720.64
City of Walnut	no		\$ 1,387.34		\$ 1,387.34	10%	\$ 138.73	5.00%	\$ 69.37	\$ 1,595.44
City of West Covina	no		\$ 1,988.13		\$ 1,988.13	10%	\$ 198.81	5.00%	\$ 99.41	\$ 2,286.35
City of Whittier	yes		\$ 848.22	\$ 5,146.55	\$ 5,994.76	5%	\$ 299.74	0.00%	\$ -	\$ 6,294.50
LACFCD	no	\$ 2,128.81	\$ 2,128.81	\$ 2,128.81	\$ 6,386.43	10%	\$ 638.64	5.00%	\$ 319.33	\$ 7,344.39
<b>Total</b>		<b>\$43,437.13</b>	<b>\$ 42,576.18</b>	<b>\$ 42,576.18</b>	<b>\$ 128,589.48</b>		<b>\$ 10,485.31</b>		<b>\$ 4,055.86</b>	<b>\$ 143,130.64</b>

**NOTES:**

The GWMA administration cost is as follows:

Direct admin fee is 0-5% for GWMA members and 5-10% for non-members.

Indirect admin fee is 2-5% for non-members.

**The rates applied above assume the following :**

GWMA Members Admin Fee = 5%

GWMA Non-Members Admin Fee = 10%

GWMA Indirect Fee = 5%



Harbor Toxic Upstream  
FY 2025-2026 Cost Share

CONTRACT NO. 2232

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 791.39			\$ 791.39	10%	\$ 79.14	5.00%	\$ 39.58	\$ 910.09
City of Arcadia	no	\$ 907.93	\$ 665.89		\$ 1,573.83	10%	\$ 157.38	5.00%	\$ 78.69	\$ 1,809.90
City of Artesia	yes		\$ 689.12	\$ 2,055.57	\$ 2,744.70	5%	\$ 137.23	0.00%	\$ -	\$ 2,881.93
City of Azusa	no		\$ 1,446.09		\$ 1,446.09	10%	\$ 144.61	5.00%	\$ 72.29	\$ 1,663.01
City of Baldwin Park	no		\$ 1,228.95		\$ 1,228.95	10%	\$ 122.90	5.00%	\$ 61.45	\$ 1,413.30
City of Bell	yes	\$ 611.46			\$ 611.46	5%	\$ 30.57	0.00%	\$ -	\$ 642.03
City of Bell Gardens	yes	\$ 605.91			\$ 605.91	5%	\$ 30.29	0.00%	\$ -	\$ 636.20
City of Bellflower	yes		\$ 810.12		\$ 810.12	5%	\$ 40.51	0.00%	\$ -	\$ 850.62
City of Bradbury	no	\$ 545.45	\$ 743.11		\$ 1,288.55	10%	\$ 128.86	5.00%	\$ 64.43	\$ 1,481.84
City of Burbank	no	\$ 1,139.74			\$ 1,139.74	10%	\$ 113.97	5.00%	\$ 56.99	\$ 1,310.70
City of Calabasas	no	\$ 742.14			\$ 742.14	10%	\$ 74.21	5.00%	\$ 37.11	\$ 853.46
City of Cerritos	yes		\$ 899.01	\$ 3,450.31	\$ 4,349.32	5%	\$ 217.47	0.00%	\$ -	\$ 4,566.78
City of Claremont	no		\$ 1,804.23		\$ 1,804.23	10%	\$ 180.42	5.00%	\$ 90.21	\$ 2,074.87
City of Commerce	yes	\$ 752.74			\$ 752.74	5%	\$ 37.65	0.00%	\$ -	\$ 790.38
City of Compton	yes	\$ 881.17			\$ 881.17	5%	\$ 44.06	0.00%	\$ -	\$ 925.23
City of Covina	no		\$ 1,248.56		\$ 1,248.56	10%	\$ 124.86	5.00%	\$ 62.44	\$ 1,435.84
City of Cudahy	yes	\$ 561.54			\$ 561.54	5%	\$ 28.09	0.00%	\$ -	\$ 589.62
City of Diamond Bar	no		\$ 1,259.57	\$ 3,807.58	\$ 5,067.15	10%	\$ 506.71	5.00%	\$ 253.36	\$ 5,827.22
City of Downey	yes	\$ 716.34	\$ 1,215.79		\$ 1,932.14	5%	\$ 96.61	0.00%	\$ -	\$ 2,028.74
City of Duarte	no	\$ 565.25	\$ 841.81		\$ 1,407.05	10%	\$ 140.71	5.00%	\$ 70.35	\$ 1,618.11
City of El Monte	no	\$ 768.84	\$ 859.26		\$ 1,628.10	10%	\$ 162.81	5.00%	\$ 81.41	\$ 1,872.32
City of Glendale	no	\$ 1,616.08			\$ 1,616.08	10%	\$ 161.61	5.00%	\$ 80.81	\$ 1,858.49
City of Glendora	no		\$ 1,896.62		\$ 1,896.62	10%	\$ 189.66	5.00%	\$ 94.83	\$ 2,181.12
City of Hawaiian Gardens	yes			\$ 2,006.10	\$ 2,006.10	5%	\$ 100.31	0.00%	\$ -	\$ 2,106.41
City of Hidden Hills	no	\$ 571.36			\$ 571.36	10%	\$ 57.14	5.00%	\$ 28.57	\$ 657.06
City of Huntington Park	yes	\$ 625.71			\$ 625.71	5%	\$ 31.29	0.00%	\$ -	\$ 656.99
City of Industry	no		\$ 1,673.71		\$ 1,673.71	10%	\$ 167.37	5.00%	\$ 83.70	\$ 1,924.76
City of Irwindale	no	\$ 574.89	\$ 1,335.44		\$ 1,910.33	10%	\$ 191.03	5.00%	\$ 95.53	\$ 2,196.88
City of La Canada Flintridge	no	\$ 827.84			\$ 827.84	10%	\$ 82.78	5.00%	\$ 41.39	\$ 952.02
City of La Habra Heights	no		\$ 739.62	\$ 3,079.29	\$ 3,818.91	10%	\$ 381.89	5.00%	\$ 190.96	\$ 4,391.74
City of La Mirada	yes			\$ 4,023.31	\$ 4,023.31	5%	\$ 201.17	0.00%	\$ -	\$ 4,224.48
City of La Puente	no		\$ 943.19		\$ 943.19	10%	\$ 94.32	5.00%	\$ 47.15	\$ 1,084.67
City of La Verne	no		\$ 1,379.22		\$ 1,379.22	10%	\$ 137.92	5.00%	\$ 68.96	\$ 1,586.10
City of Lakewood	yes	\$ 520.32	\$ 736.66	\$ 2,010.68	\$ 3,267.67	5%	\$ 163.38	0.00%	\$ -	\$ 3,431.05
City of Long Beach	yes	\$ 959.42	\$ 730.08	\$ 2,420.17	\$ 4,109.67	5%	\$ 205.48	0.00%	\$ -	\$ 4,315.16
City of Los Angeles	no	\$ 10,685.26			\$ 10,685.26	10%	\$ 1,068.53	5.00%	\$ 534.26	\$ 12,288.05
City of Lynwood	yes	\$ 691.22			\$ 691.22	5%	\$ 34.56	0.00%	\$ -	\$ 725.78
City of Maywood	yes	\$ 559.75			\$ 559.75	5%	\$ 27.98	0.00%	\$ -	\$ 587.74
City of Monrovia	no	\$ 798.17	\$ 653.67		\$ 1,451.85	10%	\$ 145.18	5.00%	\$ 72.59	\$ 1,669.62
City of Montebello	yes	\$ 817.86			\$ 817.86	5%	\$ 40.88	0.00%	\$ -	\$ 858.75
City of Monterey Park	no	\$ 795.20			\$ 795.20	10%	\$ 79.52	5.00%	\$ 39.76	\$ 914.48
City of Norwalk	yes		\$ 1,021.21	\$ 3,308.77	\$ 4,329.98	5%	\$ 216.50	0.00%	\$ -	\$ 4,546.48

Harbor Toxic Upstream  
FY 2025-2026 Cost Share

CONTRACT NO. 2232

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 629.46			\$ 629.46	5%	\$ 31.47	0.00%	\$ -	\$ 660.94
City of Pasadena	no	\$ 1,347.82			\$ 1,347.82	10%	\$ 134.78	5.00%	\$ 67.40	\$ 1,549.99
City of Pico Rivera	yes	\$ 602.15	\$ 1,174.43		\$ 1,776.58	5%	\$ 88.83	0.00%	\$ -	\$ 1,865.41
City of Pomona	no		\$ 2,620.96		\$ 2,620.96	10%	\$ 262.10	5.00%	\$ 131.05	\$ 3,014.10
City of Rosemead	no	\$ 703.16			\$ 703.16	10%	\$ 70.32	5.00%	\$ 35.16	\$ 808.64
City of San Dimas	no		\$ 1,971.55		\$ 1,971.55	10%	\$ 197.16	5.00%	\$ 98.58	\$ 2,267.29
City of San Fernando	no	\$ 602.60			\$ 602.60	10%	\$ 60.26	5.00%	\$ 30.12	\$ 692.99
City of San Gabriel	no	\$ 665.81			\$ 665.81	10%	\$ 66.58	5.00%	\$ 33.29	\$ 765.68
City of San Marino	no	\$ 652.63			\$ 652.63	10%	\$ 65.26	5.00%	\$ 32.63	\$ 750.52
City of Santa Fe Springs	yes		\$ 902.64	\$ 3,455.34	\$ 4,357.98	5%	\$ 217.90	0.00%	\$ -	\$ 4,575.88
City of Sierra Madre	no	\$ 617.97			\$ 617.97	10%	\$ 61.80	5.00%	\$ 30.89	\$ 710.66
City of Signal Hill	yes	\$ 523.29			\$ 523.29	5%	\$ 26.16	0.00%	\$ -	\$ 549.46
City of South El Monte	no	\$ 605.44	\$ 677.84		\$ 1,283.28	10%	\$ 128.33	5.00%	\$ 64.16	\$ 1,475.77
City of South Gate	yes	\$ 781.29			\$ 781.29	5%	\$ 39.06	0.00%	\$ -	\$ 820.36
City of South Pasadena	no	\$ 640.06			\$ 640.06	10%	\$ 64.01	5.00%	\$ 32.00	\$ 736.07
City of Temple City	no	\$ 661.99			\$ 661.99	10%	\$ 66.20	5.00%	\$ 33.10	\$ 761.29
LA County Unincorporated	no	\$ 2,908.87	\$ 4,905.56	\$ 6,512.31	\$ 14,326.74	10%	\$ 1,432.67	5.00%	\$ 716.34	\$ 16,475.75
City of Vernon	yes	\$ 702.43			\$ 702.43	5%	\$ 35.12	0.00%	\$ -	\$ 737.55
City of Walnut	no		\$ 1,419.91		\$ 1,419.91	10%	\$ 141.99	5.00%	\$ 71.00	\$ 1,632.89
City of West Covina	no		\$ 2,034.80		\$ 2,034.80	10%	\$ 203.48	5.00%	\$ 101.74	\$ 2,340.02
City of Whittier	yes	\$ 868.13		\$ 5,267.35	\$ 6,135.48	5%	\$ 306.77	0.00%	\$ -	\$ 6,442.25
LACFCD	no	\$ 2,178.78	\$ 2,178.78	\$ 2,178.78	\$ 6,536.34	10%	\$ 653.63	5.00%	\$ 326.83	\$ 7,516.79
<b>Total</b>		<b>\$44,456.74</b>	<b>\$ 43,575.57</b>	<b>\$ 43,575.57</b>	<b>\$ 131,607.88</b>		<b>\$ 10,731.43</b>		<b>\$ 4,151.06</b>	<b>\$ 146,490.37</b>

**NOTES:**

The GWMA administration cost is as follows:

Direct admin fee is 0-5% for GWMA members and 5-10% for non-members.

Indirect admin fee is 2-5% for non-members.

**The rates applied above assume the following :**

GWMA Members Admin Fee = 5%

GWMA Non-Members Admin Fee = 10%

GWMA Indirect Fee = 5%

AGREEMENT  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY  
AND THE  
CITY OF SAN FERNANDO

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT  
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of May 28, 2015, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of San Fernando (the "Permittee").

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can provide;

WHEREAS, individual MS4 permittees that are not GWMA members have indicated a desire to participate in the cost sharing for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because GWMA Members already currently pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay a five percent (5%) administrative fee on each payment to cover various administrative costs;

WHEREAS, currently a majority of MS4 Permittees tributary to the Los Angeles and San Gabriel River systems have committed to cost share for the Monitoring Costs;

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees may request to participate in the cost sharing of the Monitoring Costs;

WHEREAS, the cost-share formula, set forth in Exhibit "A" of this Agreement, currently assumes the participation of the maximum number of MS4 Permittees required to comply with the monitoring requirements of the Harbor Toxic Pollutants TMDL;

WHEREAS, it is currently unknown how many MS4 Permittees will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, because some definite maximum cost share amount per participating Permittee is required for planning purposes, this Agreement requires each participating Permittee to submit an initial payment that includes the first year payment plus a deposit that is 25% of the first year payment cost identified in Exhibit "A" of this Agreement, to account for possible non-participation of some MS4 Permittees in the cost share for the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs;

WHEREAS, if the actual cost share amount is less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Permittee and the GWMA are collectively referred to as the "Parties";

WHEREAS, the Parties have determined that authorizing GWMA to hire additional consultant as necessary to install the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in **Exhibit "A"**, (b) a deposit of 25% of the initial cost share amount and a deposit of 25% of the annual cost share amount; and (c) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.



Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2018, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than Eight Hundred Forty-Eight Dollars and Ninety Cents (\$848.90) for the initial payment ("Initial Payment Amount"), for the 2015-2016 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2015-2016 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the Permittee shall pay no more than Four Hundred Sixty-Two Dollars and Eight Cents (\$462.80) ("Annual Payment Amount") annually on a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This price assumes the participation of the maximum number of MS4 Permittees subject to the Harbor Toxic Pollutants TMDL. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(c) Adjustment of Cost Share Based on Number of Participants. The "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs. In the event that fewer than the maximum number of MS4 Permittees participate, the GWMA will notify the Permittee in writing that the Permittee's cost share amount will be adjusted accordingly. If the Permittee's actual cost share amount plus administrative costs are less than the Initial Payment Amount paid by the Permittee, the GWMA will

notify the Permittee in writing and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

(d) Administrative Costs. As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Administrative Costs"). The GWMA shall charge five percent (5%) of each Permittee's Cost Share Amount identified in **Exhibit "A"** to the Permittee's annual invoice to cover the Permittee's share of the Administrative Costs.

(e) The Permittee's Initial Payment Amount shall cover the 2015-2016 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2015. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount no later than the April 1st prior to the new fiscal year.

(f) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(g) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

#### Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be

employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants. The Permittee's sole recourse for any negligent or intentional act or omission of GWMA's consultants shall be against consultants and their insurance.

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permittee terminates on March 1<sup>st</sup>, 2016, the Permittee is responsible for the Annual Payment Amounts for both FY 2015-2016 and FY 2016-2017. If the Permittee terminates on February 10, 2016, the Permittee is responsible for its Annual Payment Amount only for FY 2015-2016, not for FY 2016-2017). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.



Section 12. Miscellaneous.

(a) The Permittee has been accepted as a participant in the cost sharing for the Monitoring Costs and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to GWMA Members. Participant status entitles the Permittee only to the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Annual Payment Amount.

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Toni Penn  
GWMA Administrative/Accounting Assistant  
GWMA  
16401 Paramount Boulevard  
Paramount, CA 90723

To the Permittee:

Mr. Kenneth F. Jones  
Administrative Analysis  
City of San Fernando  
117 Macneil St  
San Fernando, CA 91340  
kjones@sfcity.org

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule than an agreement is to be interpreted against the Party drafting it,

or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.


(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

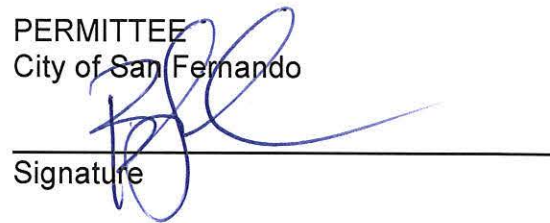
DATE: 6/29/15

LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS  
AUTHORITY

  
\_\_\_\_\_  
Christopher S. Cash  
GWMA Chair

DATE: 6/19/15

PERMITTEE  
City of San Fernando

  
\_\_\_\_\_  
Signature

Brian Saeki

\_\_\_\_\_  
Print Name

City Manager

\_\_\_\_\_  
Print Title

**EXHIBIT "A"**  
**COST SHARE MATRIX**  
**ATTACHED**

Group Name	Cities/ Permittees Involved	Area (acres)	Area	(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations \$110,000			2nd Year and subsequent years \$60,000		
				Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Upper Los Angeles River Watershed Group	Alhambra	4,884	1.3%	\$653	\$687	\$1,340	\$356	\$375	\$731
	Burbank	11,095	3.0%	\$653	\$1,561	\$2,214	\$356	\$852	\$1,208
	Calabasas	4,006	1.1%	\$653	\$564	\$1,217	\$356	\$307	\$664
	Glendale	19,588	5.3%	\$653	\$2,756	\$3,409	\$356	\$1,503	\$1,860
	Hidden Hills	961	0.3%	\$653	\$135	\$788	\$356	\$74	\$430
	La Canada Flintridge	5,534	1.5%	\$653	\$779	\$1,432	\$356	\$425	\$781
	Los Angeles	181,288	48.8%	\$653	\$25,511	\$26,164	\$356	\$13,915	\$14,271
	Montebello	5,356	1.4%	\$653	\$754	\$1,407	\$356	\$411	\$767
	Monterey Park	4,952	1.3%	\$653	\$697	\$1,350	\$356	\$380	\$736
	Pasadena	14,805	4.0%	\$653	\$2,083	\$2,737	\$356	\$1,136	\$1,493
	Rosemead	3,311	0.9%	\$653	\$466	\$1,119	\$356	\$254	\$610
	San Gabriel	2,645	0.7%	\$653	\$372	\$1,025	\$356	\$203	\$559
	San Marino	2,410	0.6%	\$653	\$339	\$992	\$356	\$185	\$541
	South Pasadena	2,186	0.6%	\$653	\$308	\$961	\$356	\$168	\$524
	Temple City	2,577	0.7%	\$653	\$363	\$1,016	\$356	\$198	\$554
	Unincorporated	40,553	10.9%	\$653	\$5,707	\$6,360	\$356	\$3,113	\$3,469
Lower Los Angeles River Watershed	Downey	3,546	1.0%	\$1,306	\$499	\$1,805	\$713	\$272	\$985
	Lakewood	51	0.0%	\$1,306	\$7	\$1,313	\$713	\$4	\$716
	Long Beach	12,301	3.3%	\$1,306	\$1,731	\$3,037	\$713	\$944	\$1,657
	Lynwood	3,098	0.8%	\$1,306	\$436	\$1,742	\$713	\$238	\$950
	Paramount	1,997	0.5%	\$1,306	\$281	\$1,587	\$713	\$153	\$866
	Pico Rivera	1,510	0.4%	\$1,306	\$212	\$1,519	\$713	\$116	\$828
	Signal Hill	774	0.2%	\$1,306	\$109	\$1,415	\$713	\$59	\$772
	South Gate	4,704	1.3%	\$1,306	\$662	\$1,968	\$713	\$361	\$1,074
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	6,912	1.9%	\$1,493	\$973	\$2,466	\$814	\$531	\$1,345
	Azusa	0	0.0%	\$1,493	\$0	\$1,493	\$814	\$0	\$814
	Bradbury	512	0.1%	\$1,493	\$72	\$1,565	\$814	\$39	\$854
	Duarte	832	0.2%	\$1,493	\$117	\$1,610	\$814	\$64	\$878
	Monrovia	5,056	1.4%	\$1,493	\$711	\$2,204	\$814	\$388	\$1,202
	Sierra Madre	1,792	0.5%	\$1,493	\$252	\$1,745	\$814	\$138	\$952
	Unincorporated	1,792	0.5%	\$1,493	\$252	\$1,745	\$814	\$138	\$952
Upper Reach 2 Group	Bell	1,676	0.5%	\$1,493	\$236	\$1,729	\$814	\$129	\$943
	Bell Gardens	1,577	0.4%	\$1,493	\$222	\$1,715	\$814	\$121	\$935
	Commerce	4,195	1.1%	\$1,493	\$590	\$2,083	\$814	\$322	\$1,136
	Cudahy	786	0.2%	\$1,493	\$111	\$1,603	\$814	\$60	\$875
	Huntington Park	1,930	0.5%	\$1,493	\$272	\$1,764	\$814	\$148	\$962
	Maywood	754	0.2%	\$1,493	\$106	\$1,599	\$814	\$58	\$872
	Vernon	3,298	0.9%	\$1,493	\$464	\$1,957	\$814	\$253	\$1,067
Other	El Monte	4,482	1.2%	\$5,225	\$631	\$5,856	\$2,850	\$344	\$3,194
	South El Monte	1,577	0.4%	\$5,225	\$222	\$5,447	\$2,850	\$121	\$2,971
LACFCD (5%)	--	--	--	--	--	\$5,500	--	--	\$3,000
<b>Totals</b>		<b>371,303</b>	<b>100.0%</b>	<b>\$52,250</b>	<b>\$52,250</b>	<b>\$104,500</b>	<b>\$28,500</b>	<b>\$28,500</b>	<b>\$57,000</b>

- GWMA members will pay an additional 3% in administrative costs

- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

- Non-GWMA members will an additional 5% in administrative costs

Should the following cities elect to participate, their fees will be as shown below.

Carson	54		\$5,225	\$8	\$5,233	\$2,850	\$4	\$2,854
Compton	6,060		\$5,225	\$848	\$6,073	\$2,850	\$485	\$3,335
San Fernando	1,518		\$653	\$213	\$866	\$356	\$116	\$472

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	\$ 110,000
2nd Year	\$ 60,000

Group Name	Cities/ Permittees Involved	Area (acres)	Area	(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations			2nd Year and subsequent years		
				\$110,000			\$60,000		
				Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	128	0.1%	\$1,493	\$41	\$1,534	\$814	\$22	\$837
	Azusa	5,952	3.6%	\$1,493	\$1,897	\$3,389	\$814	\$1,035	\$1,849
	Bradbury	704	0.4%	\$1,493	\$224	\$1,717	\$814	\$122	\$937
	Duarte	64	0.0%	\$1,493	\$20	\$1,513	\$814	\$11	\$825
	Monrovia	64	0.0%	\$1,493	\$20	\$1,513	\$814	\$11	\$825
	Sierra Madre	0	0.0%	\$1,493	\$0	\$1,493	\$814	\$0	\$814
	Unincorporated	1,344	0.8%	\$1,493	\$428	\$1,921	\$814	\$234	\$1,048
Upper San Gabriel River	Baldwin Park	4,335	2.6%	\$1,742	\$1,381	\$3,123	\$950	\$753	\$1,703
	Covina	4,481	2.7%	\$1,742	\$1,428	\$3,170	\$950	\$779	\$1,729
	Glendora	9,307	5.7%	\$1,742	\$2,966	\$4,707	\$950	\$1,618	\$2,568
	Industry	7,647	4.7%	\$1,742	\$2,437	\$4,178	\$950	\$1,329	\$2,279
	La Puente	2,207	1.3%	\$1,742	\$703	\$2,445	\$950	\$384	\$1,334
	Unincorporated	40,812	24.9%	\$1,742	\$13,005	\$14,746	\$950	\$7,093	\$8,043
East San Gabriel Valley Watershed Management Area	Claremont	5,790	3.5%	\$2,613	\$1,845	\$4,457	\$1,425	\$1,006	\$2,431
	La Verne	5,030	3.1%	\$2,613	\$1,603	\$4,215	\$1,425	\$874	\$2,299
	Pomona	7,929	4.8%	\$2,613	\$2,527	\$5,139	\$1,425	\$1,378	\$2,803
	San Dimas	8,539	5.2%	\$2,613	\$2,721	\$5,333	\$1,425	\$1,484	\$2,909
Lower San Gabriel River	Bellflower	1,216	0.7%	\$1,045	\$387	\$1,432	\$570	\$211	\$781
	Cerritos	5,645	3.4%	\$1,045	\$1,799	\$2,844	\$570	\$981	\$1,551
	Diamond Bar	4,563	2.8%	\$1,045	\$1,454	\$2,499	\$570	\$793	\$1,363
	Downey	4,237	2.6%	\$1,045	\$1,350	\$2,395	\$570	\$736	\$1,306
	Lakewood	1,293	0.8%	\$1,045	\$412	\$1,457	\$570	\$225	\$795
	Long Beach	2,138	1.3%	\$1,045	\$681	\$1,726	\$570	\$372	\$942
	Norwalk	6,246	3.8%	\$1,045	\$1,990	\$3,035	\$570	\$1,086	\$1,656
	Pico Rivera	3,929	2.4%	\$1,045	\$1,252	\$2,297	\$570	\$683	\$1,253
	Santa Fe Springs	5,683	3.5%	\$1,045	\$1,811	\$2,856	\$570	\$988	\$1,558
	Whittier	9,382	5.7%	\$1,045	\$2,990	\$4,035	\$570	\$1,631	\$2,201
Other	El Monte	1,577	1.0%	\$2,613	\$503	\$3,115	\$1,425	\$274	\$1,699
	Irwindale	6,152	3.8%	\$2,613	\$1,960	\$4,573	\$1,425	\$1,069	\$2,494
	South El Monte	1,823	1.1%	\$2,613	\$581	\$3,193	\$1,425	\$317	\$1,742
	Walnut	5,757	3.5%	\$2,613	\$1,834	\$4,447	\$1,425	\$1,001	\$2,426
LACFCD (5%)	--	--	--	--	--	\$5,500	--	--	\$3,000
<b>Totals</b>		<b>163,974</b>	<b>100.0%</b>	<b>\$52,250</b>	<b>\$52,250</b>	<b>\$104,500</b>	<b>\$28,500</b>	<b>\$28,500</b>	<b>\$57,000</b>

- GWMA members will pay an additional 3% in administrative costs

- Non-GWMA members will an additional 5% in administrative costs

- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should the following cities elect to participate, their fees will be as shown below.

La Habra Heights	700		\$2,613	\$224	\$2,837	\$1,425	\$119	\$1,544
West Covina	10,283		\$1,742	\$3,291	\$5,033	\$950	\$1,748	\$2,698

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	\$ 110,000
2nd Year	\$ 60,000



				(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations \$110,000			2nd Year and subsequent years \$60,000		
Group Name	Cities/ Permittees Involved	Area (acres)	Area	Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Lower San Gabriel River	Artesia	1,037	2.0%	\$2,613	\$1,062	\$3,675	\$1,425	\$579	\$2,004
	Cerritos	5,645	11.1%	\$2,613	\$5,781	\$8,394	\$1,425	\$3,153	\$4,578
	Diamond Bar	4,563	8.9%	\$2,613	\$4,673	\$7,286	\$1,425	\$2,549	\$3,974
	Hawaiian Gardens	614	1.2%	\$2,613	\$629	\$3,241	\$1,425	\$343	\$1,768
	La Mirada	5,018	9.8%	\$2,613	\$5,139	\$7,752	\$1,425	\$2,803	\$4,228
	Lakewood	1,293	2.5%	\$2,613	\$1,324	\$3,937	\$1,425	\$722	\$2,147
	Long Beach	2,138	4.2%	\$2,613	\$2,190	\$4,802	\$1,425	\$1,194	\$2,619
	Norwalk	6,246	12.2%	\$2,613	\$6,397	\$9,009	\$1,425	\$3,489	\$4,914
	Santa Fe Springs	5,683	11.1%	\$2,613	\$5,820	\$8,433	\$1,425	\$3,175	\$4,600
	Whittier	9,382	18.4%	\$2,613	\$9,608	\$12,221	\$1,425	\$5,241	\$6,666
Other	Unincorporated	9,400	18.4%	\$26,125	\$9,627	\$35,752	\$14,250	\$5,251	\$19,501
LACFCD (5%)	--	--	--	--	--	\$5,500	--	--	\$3,000
<b>Totals</b>		<b>51,019</b>	<b>100.0%</b>	<b>\$52,250</b>	<b>\$52,250</b>	<b>\$104,500</b>	<b>\$28,500</b>	<b>\$28,500</b>	<b>\$57,000</b>

- GWMA members will pay an additional 3% in administrative costs
- Non-GWMA members will an additional 5% in administrative costs
- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should La Habra Heights choose to participate, the fee will be as below and the fee for Unincorporated will change as shown below.

La Habra Heights	3,242		\$13,063	\$3,307	\$16,369	\$7,125	\$1,816	\$8,941
Unincorporated	9,400		\$13,063	\$9,588	\$22,651	\$7,125	\$5,264	\$12,389

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	\$ 110,000
2nd Year	\$ 60,000

AGREEMENT  
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL  
WATER MANAGEMENT JOINT POWERS AUTHORITY  
AND THE  
CITY OF SAN FERNANDO

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT  
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of July 1, 2018, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of San Fernando, (the "Permittee"). The Permittee and the GWMA are collectively referred to as the "Parties";

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the MS4 Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can and is willing to provide;

WHEREAS, the members of the GWMA are the Cities of Artesia, Avalon, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Water Replenishment District, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees that are not GWMA Members may request to participate in the cost sharing of the Monitoring Costs for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, because GWMA Members already pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay an eight and seventy-six hundredths percent (8.76%) administrative fee on each payment to cover various administrative costs. Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA's administrative expenses and three and seventy-six hundredths percent (3.76%) represents the estimated indirect, overhead costs of the GWMA's administrative expenses;

WHEREAS, certain private NPDES permit holders that are subject to the Harbor Toxic Pollutants TMDL have also expressed interest in participating in the cost share for the Monitoring Costs and procuring the monitoring data generated pursuant to this Agreement in order to satisfy their own permit obligations;

WHEREAS, it is currently unknown how many MS4 Permittees and private NPDES permit holders will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees and private NPDES permit holders ultimately participate in the cost sharing for the Monitoring Costs, each

participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Parties have determined that authorizing GWMA to hire consultants as necessary to install and maintain the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in Exhibit "A"; and (b) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2018 and shall expire on June 30, 2023, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs. Provided the Permittee has paid all outstanding invoices to the GWMA to cover the Monitoring Costs and administrative costs, the GWMA will provide

the Permittee with the monitoring data collected from the Monitoring Stations.

(c) At the request of an MS4 Permittee that participates in the cost sharing for the Monitoring Costs, the GWMA is authorized and may negotiate, enter into agreements with, and collect funds from general and individual NPDES permit holders that are not MS4 Permittees for cost-sharing the Monitoring Costs.

#### Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than Six Hundred Ten Dollars and Thirty-Two Cents (\$610.32) for the initial payment ("Initial Payment Amount"), for the 2018-2019 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2018-2019 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in Exhibit "A", attached hereto and incorporated herein; and (2) the Administrative Costs Payment Amount identified in subsection (c) of this Section 8.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2019-2020 fiscal year, the Permittee shall pay no more than Six Hundred Ten Dollars and Thirty-Two Cents (\$610.32) ("Annual Payment Amount") annually on a fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in Exhibit "A", attached hereto and incorporated herein; and (2) the Administrative Costs Payment Amount identified in subsection (c) of this Section 8.

(c) Administrative Costs. As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, legal fees incurred by the GWMA in the performance of its duties under this Agreement, and audit expenses and other overhead costs ("Administrative Costs Payment Amount"). The Administrative Costs Payment Amount will be added to the Permittee's annual invoice to cover the Permittee's share of the administrative costs.

i. GWMA Members. If the Permittee is a GWMA Member, then the Administrative Costs Payment Amount shall be three percent (3%) of the Permittee's Cost Share Amount identified in Exhibit "A." Beginning with the 2019-2020 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1st of the fiscal year in which a new Administrative Costs Payment Amount will take effect.



ii. Non-GWMA Members. If the Permittee is not a GWMA Member, then the GWMA shall charge eight and seventy-six hundredths percent (8.76%) of the Permittee's Cost Share Amount identified in Exhibit "A." Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA's Administrative Costs and three and seventy-six hundredths percent (3.76%) represents the estimated indirect, overhead costs of the GWMA's Administrative Costs. Beginning with the 2019-2020 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1st of the fiscal year in which a new Administrative Costs Payment Amount will take effect.

(d) The Permittee's Initial Payment Amount shall cover the 2018-2019 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2018. For each subsequent fiscal year, commencing with the 2019-2020 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount and no later than the April 1st prior to the new fiscal year.

(e) Adjustment of Cost Share Based on Number of Participants. The Initial Payment Amount, the Annual Payment Amount, and the Administrative Costs Payment Amount identified in this Section 8 ("Financial Terms") represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs.

(f) Reserve Credits. If the Permittee's actual cost share amount plus administrative costs are less than the Initial Payment Amount or the Annual Payment Amount, plus the Administrative Costs Payment Amount, paid by the Permittee in a particular year, then the GWMA will notify the Permittee in writing on the next available invoice and will presume that the Permittee desires any excess balance be credited toward the Permittee's Annual Payment Amount and/or Administrative Costs Payment Amount in subsequent years, less a reasonable contingency as determined by the GWMA not to exceed \$10,000. Such a credit will be applied to the Initial Payment Amount if an excess balance exists for funds paid by Permittee under a prior cost share agreement between the Parties. In lieu of a credit, the Permittee may elect to retain any excess balance as reserves for future Annual Payments Amounts and/or Administrative Costs Payment amounts, and pay the full invoiced amount to the GWMA. Notwithstanding the forgoing, the Administrative Costs Payment Amount charged to non-GWMA Members for indirect, overhead costs in the amount of three and seventy-six hundredths percent (3.76%) of the Permittee's Cost Share Amount will be retained by GWMA and is not subject to a credit.

(g) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(h) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(i) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

#### Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

#### Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities.



GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants.

#### Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permittee terminates on March 1<sup>st</sup>, 2019, the Permittee is responsible for the Annual Payment Amounts for both FY 2018-2019 and FY 2019-2020. If the Permittee terminates on February 10, 2019, the Permittee is responsible for its Annual Payment Amount only for FY 2018-2019, not for FY 2019-2020). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

#### Section 12. Miscellaneous.

(a) Other NPDES Permit Holders. Individual or general NPDES permit holders who are not MS4 Permittees that receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in this cost share for the Monitoring Costs in order to receive the monitoring data collected from the Monitoring Stations. Upon receipt of a written request from an NPDES permit holder to participate in this cost share, the GWMA will either reject or accept the NPDES permit holder's participation in the cost share arrangement. If accepted, the NPDES permit holder will enter into a separate cost share agreement with the GWMA that will require the NPDES permit holder to pay annually twelve thousand three hundred dollars (\$12,300) ("Private Monitoring Fee") for the Monitoring Costs. Failure to pay the Private Monitoring Fee by the date set forth in the cost share agreement will result in termination of the NPDES permit holder's participant status. An NPDES permit holder accepted as a participant will only be entitled to receive the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Private Monitoring Fee. The Private Monitoring Fee will be applied as a credit toward the Permittee's Annual Payment Amount in proportion to the Permittee's Cost Share Amount identified in Exhibit "A."

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or

three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast  
Executive Officer  
16401 Paramount Boulevard  
Paramount, CA 90723

To the Permittee:

City of San Fernando  
117 Macneil Street  
San Fernando, CA 91340  
Attn: Yazdan Emrani, M.S., P.E.  
Director of Public Works/City Engineer  
[yemrani@sfcity.org](mailto:yemrani@sfcity.org)

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: 7/3/18

LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER  
MANAGEMENT JOINT POWERS  
AUTHORITY

Lisa Ann Rapp  
Signature of GWMA Chair

Lisa Rapp  
Print Name

DATE: June 27, 2018

PERMITTEE  
CITY OF SAN FERNANDO

Alex Meyerhoff  
Signature

Alex Meyerhoff  
Print Name

City Manager  
Print Title

**EXHIBIT "A"**  
**COST SHARE MATRIX**  
**ATTACHED**



## EXHIBIT A - COST SHARE MATRIX

City	GWMA Member	Group	Fourth Year*	Sub-Total*	Credit from Reserve	Balance*	Combined Balance
Alhambra	No	LAR	\$ 801.52	\$ 801.52	\$ -	\$ 801.52	-
Arcadia	No	LAR	\$ 919.56	\$ 919.56	\$ -	\$ 919.56	\$ 1,593.98
Arcadia	No	SGR	\$ 674.42	\$ 674.42	\$ -	\$ 674.42	
Artesia	Yes	SGR	\$ 697.95	\$ 697.95	\$ -	\$ 697.95	\$ 2,779.84
Artesia	Yes	SGR - CC	\$ 2,081.89	\$ 2,081.89	\$ -	\$ 2,081.89	
Azusa	No	SGR	\$ 1,464.61	\$ 1,464.61	\$ -	\$ 1,464.61	-
Baldwin Park	No	SGR	\$ 1,244.69	\$ 1,244.69	\$ -	\$ 1,244.69	-
Bell	Yes	LAR	\$ 619.29	\$ 619.29	\$ -	\$ 619.29	-
Bellflower	Yes	SGR	\$ 820.49	\$ 820.49	\$ -	\$ 820.49	-
Bell Gardens	Yes	LAR	\$ 613.67	\$ 613.67	\$ -	\$ 613.67	-
Bradbury	No	LAR	\$ 552.43	\$ 552.43	\$ -	\$ 552.43	\$ 1,305.05
Bradbury	No	SGR	\$ 752.62	\$ 752.62	\$ -	\$ 752.62	
Burbank	No	LAR	\$ 1,154.33	\$ 1,154.33	\$ -	\$ 1,154.33	-
Calabasas	No	LAR	\$ 751.65	\$ 751.65	\$ -	\$ 751.65	-
Cerritos	Yes	SGR	\$ 910.53	\$ 910.53	\$ -	\$ 910.53	\$ 4,405.01
Cerritos	Yes	SGR - CC	\$ 3,494.49	\$ 3,494.49	\$ -	\$ 3,494.49	
Claremont	No	SGR	\$ 1,827.34	\$ 1,827.34	\$ -	\$ 1,827.34	-
Commerce	Yes	LAR	\$ 762.38	\$ 762.38	\$ -	\$ 762.38	-
Covina	No	SGR	\$ 1,264.55	\$ 1,264.55	\$ -	\$ 1,264.55	-
Cudahy	Yes	LAR	\$ 568.73	\$ 568.73	\$ -	\$ 568.73	-
Diamond Bar	No	SGR	\$ 1,275.70	\$ 1,275.70	\$ -	\$ 1,275.70	\$ 5,132.03
Diamond Bar	No	SGR - CC	\$ 3,856.33	\$ 3,856.33	\$ -	\$ 3,856.33	
Downey	Yes	LAR	\$ 725.52	\$ 725.52	\$ -	\$ 725.52	\$ 1,956.88
Downey	Yes	SGR	\$ 1,231.36	\$ 1,231.36	\$ -	\$ 1,231.36	
Duarte	No	LAR	\$ 572.48	\$ 572.48	\$ -	\$ 572.48	\$ 1,425.07
Duarte	No	SGR	\$ 852.59	\$ 852.59	\$ -	\$ 852.59	
El Monte	No	LAR	\$ 778.68	\$ 778.68	\$ -	\$ 778.68	\$ 1,648.95
El Monte	No	SGR	\$ 870.27	\$ 870.27	\$ -	\$ 870.27	
Glendale	No	LAR	\$ 1,636.77	\$ 1,636.77	\$ -	\$ 1,636.77	-
Glendora	No	SGR	\$ 1,920.91	\$ 1,920.91	\$ -	\$ 1,920.91	-
Hawaiian Gardens	Yes	SGR - CC	\$ 2,031.79	\$ 2,031.79	\$ -	\$ 2,031.79	-
Hidden Hills	No	LAR	\$ 578.68	\$ 578.68	\$ -	\$ 578.68	-

Huntington Park	Yes	LAR	\$ 633.72	\$ 633.72	\$ -	\$ 633.72	-
Industry	No	SGR	\$ 1,695.14	\$ 1,695.14	\$ -	\$ 1,695.14	-
Irwindale	No	LAR	\$ 582.25	\$ 582.25	\$ -	\$ 582.25	\$ 1,934.80
Irwindale	No	SGR	\$ 1,352.54	\$ 1,352.54	\$ -	\$ 1,352.54	
La Canada Flintridge	No	LAR	\$ 838.44	\$ 838.44	\$ -	\$ 838.44	-
La Habra Heights	No	SGR	\$ 749.09	\$ 749.09	\$ -	\$ 749.09	\$ 3,867.81
La Habra Heights	No	SGR - CC	\$ 3,118.72	\$ 3,118.72	\$ -	\$ 3,118.72	
La Mirada	Yes	SGR - CC	\$ 4,074.83	\$ 4,074.83	\$ -	\$ 4,074.83	-
La Puente	No	SGR	\$ 955.27	\$ 955.27	\$ -	\$ 955.27	-
La Verne	No	SGR	\$ 1,396.88	\$ 1,396.88	\$ -	\$ 1,396.88	-
Lakewood	Yes	LAR	\$ 526.98	\$ 526.98	\$ -	\$ 526.98	\$ 3,309.51
Lakewood	Yes	SGR	\$ 746.09	\$ 746.09	\$ -	\$ 746.09	
Lakewood	Yes	SGR - CC	\$ 2,036.43	\$ 2,036.43	\$ -	\$ 2,036.43	
Long Beach (minus estuary)	Yes	LAR	\$ 971.71	\$ 971.71	\$ -	\$ 971.71	\$ 4,162.30
Long Beach	Yes	SGR	\$ 739.43	\$ 739.43	\$ -	\$ 739.43	
Long Beach	Yes	SGR - CC	\$ 2,451.16	\$ 2,451.16	\$ -	\$ 2,451.16	
Los Angeles	No	LAR	\$ 10,822.08	\$ 10,822.08	\$ -	\$ 10,822.08	-
Lynwood	Yes	LAR	\$ 700.07	\$ 700.07	\$ -	\$ 700.07	-
Maywood	Yes	LAR	\$ 566.92	\$ 566.92	\$ -	\$ 566.92	-
Monrovia	No	LAR	\$ 808.39	\$ 808.39	\$ -	\$ 808.39	\$ 1,470.44
Monrovia	No	SGR	\$ 662.04	\$ 662.04	\$ -	\$ 662.04	
Montebello	Yes	LAR	\$ 828.33	\$ 828.33	\$ -	\$ 828.33	-
Monterey Park	No	LAR	\$ 805.38	\$ 805.38	\$ -	\$ 805.38	-
Norwalk	Yes	SGR	\$ 1,034.29	\$ 1,034.29	\$ -	\$ 1,034.29	\$ 4,385.43
Norwalk	Yes	SGR - CC	\$ 3,351.14	\$ 3,351.14	\$ -	\$ 3,351.14	
Paramount	Yes	LAR	\$ 637.52	\$ 637.52	\$ -	\$ 637.52	-
Pasadena	No	LAR	\$ 1,365.08	\$ 1,365.08	\$ -	\$ 1,365.08	-
Pico Rivera	Yes	LAR	\$ 609.86	\$ 609.86	\$ -	\$ 609.86	\$ 1,799.33
Pico Rivera	Yes	SGR	\$ 1,189.47	\$ 1,189.47	\$ -	\$ 1,189.47	
Pomona	No	SGR	\$ 2,654.52	\$ 2,654.52	\$ -	\$ 2,654.52	-
Rosemead	No	LAR	\$ 712.17	\$ 712.17	\$ -	\$ 712.17	-
San Dimas	No	SGR	\$ 1,996.80	\$ 1,996.80	\$ -	\$ 1,996.80	-
San Fernando	No	LAR	\$ 610.32	\$ 610.32	\$ -	\$ 610.32	-
San Gabriel	No	LAR	\$ 674.33	\$ 674.33	\$ -	\$ 674.33	-



San Marino	No	LAR	\$ 660.99	\$ 660.99	\$ -	\$ 660.99	-
Santa Fe Springs	Yes	SGR	\$ 914.20	\$ 914.20	\$ -	\$ 914.20	\$ 4,413.79
Santa Fe Springs	Yes	SGR - CC	\$ 3,499.59	\$ 3,499.59	\$ -	\$ 3,499.59	
Sierra Madre	No	LAR	\$ 625.88	\$ 625.88	\$ -	\$ 625.88	-
Signal Hill (minus estuary)	Yes	LAR	\$ 529.99	\$ 529.99	\$ -	\$ 529.99	-
South El Monte	No	LAR	\$ 613.19	\$ 613.19	\$ -	\$ 613.19	\$ 1,299.71
South El Monte	No	SGR	\$ 686.52	\$ 686.52	\$ -	\$ 686.52	
South Gate	Yes	LAR	\$ 791.29	\$ 791.29	\$ -	\$ 791.29	-
South Pasadena	No	LAR	\$ 648.26	\$ 648.26	\$ -	\$ 648.26	-
Temple City	No	LAR	\$ 670.47	\$ 670.47	\$ -	\$ 670.47	-
Unincorporated	No	LAR	\$ 2,946.12	\$ 2,946.12	\$ -	\$ 2,946.12	\$ 14,510.19
Unincorporated	No	SGR	\$ 4,968.38	\$ 4,968.38	\$ -	\$ 4,968.38	
Unincorporated	No	SGR - CC	\$ 6,595.70	\$ 6,595.70	\$ -	\$ 6,595.70	
Vernon	Yes	LAR	\$ 711.43	\$ 711.43	\$ -	\$ 711.43	-
Walnut	No	SGR	\$ 1,438.09	\$ 1,438.09	\$ -	\$ 1,438.09	-
West Covina	No	SGR	\$ 2,060.86	\$ 2,060.86	\$ -	\$ 2,060.86	-
Whittier	Yes	SGR	\$ 879.24	\$ 879.24	\$ -	\$ 879.24	\$ 6,214.04
Whittier	Yes	SGR - CC	\$ 5,334.80	\$ 5,334.80	\$ -	\$ 5,334.80	
LACFCD (5%) of Subtotal:	No	LAR	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	\$ 6,620.03
LACFCD (5%) of Subtotal:	No	SGR	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	
LACFCD (5%) of Subtotal:	No	SGR - CC	\$ 2,206.68	\$ 2,206.68	\$ -	\$ 2,206.68	
Grand Total:	-	-	\$ 1,240.65	\$ 132,400.65	\$ -	\$ 132,400.65	-

Calculations based on an estimated monitoring cost of \$44,133.55 per monitoring station.





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

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

**From:** Nick Kimball, City Manager  
By: Wendell Johnson, Director of Public Works  
Victor Meza, Water Operations Manager

**Date:** March 18, 2024

**Subject:** Consideration to Approve a Second Amendment to the Professional Services Agreement with Eurofins Eaton Analytical, LLC for Water Testing and Analysis Services

### RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Second Amendment to the Professional Services Agreement with Eurofins Eaton Analytical, LLC (Attachment "A" – Contract No. 1910(b)) increasing the annual not-to-exceed amount by \$50,000 to a new total of \$130,000, and extending the contract until July 1, 2024, for water testing and analysis services; and
- b. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

### BACKGROUND:

1. On April 2, 2019, the City Council awarded a five-year contract (Exhibit "A" to Attachment "A" - Contract No. 1910) for an annual amount of not to exceed \$55,000 to Eurofins Eaton Analytical, LLC to provide water testing and analysis services for the City's water system pursuant to a formal Request for Proposal (RFP) process.
2. On April 5, 2021, the City Council awarded an increase not-to-exceed sum from the original Eurofins Eaton Analytical, LLC contract (Exhibit "B" to Attachment "A" – Contract No. 1910(a)) to \$80,000 from the original amount of \$55,000 to cover the cost of water quality sampling and testing for additional contaminants not included in the original contract, as required by various regulatory agencies.

## **Consideration to Approve a Second Amendment to the Professional Services Agreement with Eurofins Eaton Analytical, LLC for Water Testing and Analysis Services**

Page 2 of 3

---

### **ANALYSIS:**

The State Water Resources Control Board (State Water Board) and the nine Regional Water Quality Control Boards (Regional Water Boards), collectively known as the California Water Boards (Water Boards) is responsible for regulating public water systems that provide drinking water across the State. As a water system operator, the State and Regional Water Board mandates that the City monitor the quality of its water in accordance with the federal Clean Water Act (CWA) and the state's Porter-Cologne Water Quality Control Act. To comply with these mandates, the City is required to take, at a minimum, approximately (200) water samples annually to be tested by a certified laboratory.

Eurofins Eaton Analytical (Eurofins) has assisted the City in meeting its compliance requirements over the last five years. The contract in place covers the base level of testing required by the State. However, over the last few years there have been multiple occasions where the State Water Board has required increased testing at the City's reservoirs, wells, and nitrate treatment system that were not contemplated or anticipated in the original contract. There are also new mandatory testing requirements that were not anticipated in the original contract, such as the Lead and Copper Rule testing required every three years and per- and polyfluoroalkyl substances (PFAS) testing in 2024.

The current contract has a not-to-exceed amount of \$80,000. To date, this threshold has been fully expended with additional need of \$50,000 through the close of the fiscal year to finalize all above-noted testing mandates to meet the sampling requirements. While the current contract is set to expire on April 2, 2024, staff is requesting an extension to the terms of the agreement through the close of the fiscal year to allow sufficient time to undergo formal bidding procedures. In order to maintain consistency in sampling and testing through throughout the state review and certification process for the Well 3 treatment system, staff delayed issuing a Request for Proposals (RFP) to avoid the challenges presented by changing water sampling/testing vendors before final approval for the treatment system was received. The Well 3 treatment system is now operational and staff is drafting the RFP for Laboratory Services to be released in April 2024. Staff plans return to City Council to award the new contract in June 2024.

The evolving regulatory environment also points to the need to budget for more sampling and analysis of the water system in order to maintain compliance with changing regulations. The Environmental Protection Agency adds five new unregulated contaminants every year to the list of contaminants that will need to be sampled and monitored by all water purveyors serving water to their local communities. This factor was not incorporated into the original budget. As a result of these actions from the EPA, water purveyors are having to increase their annual operating budgets to adhere to these regulatory mandates.

**Consideration to Approve a Second Amendment to the Professional Services Agreement with Eurofins Eaton Analytical, LLC for Water Testing and Analysis Services**

Page 3 of 3

---

Staff's request to increase the annual "not-to-exceed amount" by \$50,000 to a new total of \$130,000 is based on staff's best estimate to cover additional required testing through the end of the contract period.

**BUDGET IMPACT:**

Sufficient funding is available in the Fiscal Year 2023-2024 Approved Budget using account 070-384-0000-4260 (Water Fund).

As staff looks to expand its nitrate treatment system, this will also necessitate additional budget for more required testing. In future budget planning, staff will accordingly propose enhanced annual funding to cover water testing and analysis services to address the EPA mandated monitoring of unregulated contaminants.

**CONCLUSION:**

It is recommended that the City Council approve and execute a second amendment to Eurofin Eaton Analytical, LLC Contract No. 1910(b) for water testing and analysis services.

**ATTACHMENTS:**

- A. Contract No. 1910(b), including:
  - Exhibit "A": Contract No. 1910
  - Exhibit "B": Contract No. 1910(a)

**2024**

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
(Eurofins Eaton Analytical, LLC – Water Testing & Analysis Services)**

THIS 2024 SECOND AMENDMENT ("Second Amendment") to that certain agreement entitled "Professional Services Agreement – Eurofins Eaton Analytical, LLC – Water Testing & Analysis Services" originally executed 2<sup>nd</sup> day of April, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and EUROFINS EATON ANALYTICAL, a California corporation (hereinafter, "CONSULTANT" is made and entered into this 18<sup>th</sup> day of March, 2024 ("Effective Date"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

**WHEREAS**, the Parties executed and entered into an agreement dated April 2, 2019, and entitled "Professional Services Agreement – Eurofins Eaton Analytical, LLC – Water Testing & Analysis Services", Contract No. 1910 (hereinafter, the "Master Agreement") is attached and incorporated hereto as Exhibit "A"; and

**WHEREAS**, the term of the Master Agreement expires April 1, 2024; and

**WHEREAS**, the parties desire to amend the Master Agreement to extend the term to July 1, 2024; and

**WHEREAS**, the Parties now wish to modify the Master Agreement by increasing compensation not-to-exceed to ONE HUNDRED AND THIRTY THOUSAND DOLLARS (\$130,000), to finalize testing mandates and sampling requirements; and

**WHEREAS**, execution of the First Amendment (attached and incorporated here to as Exhibit "B") was approved by the San Fernando City Council at its Regular Meeting on April 5, 2021; and

**WHEREAS**, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this Second Amendment; and

**WHEREAS**, this Second Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of March 18, 2024.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

**SECTION 1.** The term set forth under Section 1.2 of the Master Agreement shall extend through July 1, 2024, unless terminated pursuant to Section 5.

**SECTION 2.** The Not-to-Exceed Sum as defined under Section 1.3(B) of the Master Agreement is hereby amended to mean and refer to the sum of the CONSULTANT's total aggregate compensation in any single contract year as ONE HUNDRED AND THIRTY THOUSAND DOLLARS (\$130,000).

**SECTION 3.** Except as otherwise set forth in this Second Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Second Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement, the provisions of this Second Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

**SECTION 4.** The Master Agreement as amended by way of this Second Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Second Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this Second Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Second Amendment to be executed on the day and year first appearing above.

**CITY OF SAN FERNANDO**

**EUROFINS EATON ANALYTICAL, LLC**

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

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

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

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

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

**APPROVED AS TO FORM**

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

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

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



## PROFESSIONAL SERVICES AGREEMENT

### EUROFINS EATON ANALYTICAL, LLC

Water Testing & Analysis Services

THIS THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 2<sup>nd</sup> day of April 2019 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and EUROFINS EATON ANALYTICAL, LLC., a California corporation (hereinafter "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

#### **I. ENGAGEMENT TERMS**

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of THREE (3) years commencing from April 2, 2019 and concluding April 1, 2022. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of TWO (2) ONE-YEAR extensions, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
  - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule **Exhibit "B"** which is (hereinafter, the "Approved Rate Schedule").
  - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted



**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 2 of 17

aggregate sum of FIFTY FIVE THOUSAND DOLLARS (hereinafter, the "Not-to-Exceed Sum") per contract term unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 3 of 17

**II. PERFORMANCE OF AGREEMENT**

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Director of Public Works and Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The Director of Public Works shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Rick Zimmer, Senior Account Manager, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
  - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
  - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
  - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 4 of 17

- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 5 of 17

CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers,

**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 6 of 17

employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

**III. INSURANCE**

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.



**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 7 of 17

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

**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 8 of 17

**requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

**IV. INDEMNIFICATION**

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and

**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 9 of 17

indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

**V. TERMINATION**

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



**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 10 of 17

of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of

**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 11 of 17

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 12 of 17

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

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

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

**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 13 of 17

**VI. MISCELLANEOUS PROVISIONS**

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**

Page 14 of 17

**CONSULTANT:**

Eurofins Eaton Analytical, LLC  
750 Royal Oaks Drive, Suite 100  
Monrovia, CA 91016  
Attn: Rick Zimmer, Senior Account  
Manager  
Phone: 626-386-1100  
Fax: 626-386-1101  
Email: RickZimmer@Eurofinsus.com

**CITY:**

City of San Fernando  
Public Works Department/Water Division  
120 Macneil Street  
San Fernando, CA 91340  
Attn: Tony Salazar, Public Works  
Superintendent  
Phone: 818-898-1293  
Fax: 818-898-3221

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.



**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**Page 15 of 17

---

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

**PROFESSIONAL SERVICES AGREEMENT****Water Testing & Analysis Services**Page 16 of 17

---

- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

## PROFESSIONAL SERVICES AGREEMENT

Water Testing & Analysis Services

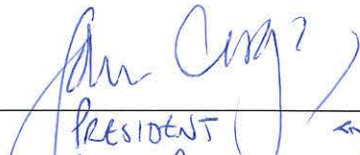
Page 17 of 17

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


### CITY OF SAN FERNANDO

By:   
Nick Kimball, City Manager

### EUROFINS EATON ANALYTICAL, LLC

By:   
Name: PRESIDENT  
Title: JOHN COSTARE

### APPROVED AS TO FORM

By:   
Rick R. Olivarez, City Attorney  
Rubro Padilla, Asst. City Dir.



#### **4. Scope of Services**

The Laboratory's services may include, but are not limited to, the following:

- Detailed and addresses the minimum requirements
- Reasonableness of Proposed Service Approach
- May require 24 hour turn-around time for some cases / Commitment to Customer Service
- Full-service Environmental Drinking Water Testing based on guidelines established under the California Safe Drinking Water Act and/or the National Environmental Laboratory Accreditation Program.
- The successful Proposer/Team will be responsible for implementing all tasks associated with achieving the above goals and objectives.

**EXHIBIT "B"****PROPOSAL FEES**

Eurofins is pleased to submit the following schedule of fees for analytical and other services. Our intent is to negotiate a mutually agreeable contract with the City. Therefore, all fees are subject to further modification based on your feedback and our input.

<u>Item</u>	<u>Unit Price</u>
Total/Fecal Coliform w/E.Coli (presence/absence)	\$10
Total Coliform (MPN)	\$12
Heterotrophic Plate Count	\$10
Nitrate as N	\$15
Nitrate as N (same day results)	\$25
Nitrite as N	\$15
Sulfate	\$15
Fluoride	\$15
Conductivity	\$15
General Mineral & Inorganics	\$400
General Physical	\$30
Perchlorate (2 ppb)	\$50
Perchlorate (1 ppb)	\$100
Hexavalent Chromium	\$50
Asbestos	\$300
Trihalomethanes	\$75
Haloacetic Acids	\$150
Gross Alpha	\$50
Volatile Organics (short list)	\$100
Volatile Organics (extended list)	\$150
1,2,3-Trichloropropane	\$125
Nitrosamines (NDMA only)	\$250
Nitrosamines (extended list)	\$400
Synthetic Organics (551, 525, 505, 515, 531, 547, 548, 549, 1613)	\$1750
UCMR4 – AM1	\$1400
UCMR4 – AM2 (TOC and Bromide)	\$100
UCMR4 – AM2 (Brominated HAAs)	\$200

Fees for non-analytical services are as follows:

<u>Item</u>	<u>Unit Price</u>
Sample Kit (containers, COC, gel packs, packing slip, cooler)	No Charge
Sample Kit Delivery (M-W-F)	No Charge
Sample Pick Up (M-W-F)	No Charge
Sample Pick Up (M-W-F expedited)	\$75
Level 2 QC (Lab Spikes, Matrix Spikes, Blanks, Surrogates)	No Charge
Hardcopy Reports (via PDF)	No Charge
Electronic Reports (via CSV or Excel)	No Charge
Electronic Data Transfer to CA Write-On (for Title 22)	No Charge
Electronic Data Transfer to EPA CDX (for UCMR4)	No Charge
Website Access, Data Retrieval, Archive & Reporting	No Charge

<u>Item</u>	<u>Surcharge</u>
Results within 15 working days	No Charge
Results for 10 <sup>th</sup> of the month samples rec'd in last week of the month	No Charge
Results within 5 working days	1.5 x listed unit price
Results within 2-3 working days	2.0 x listed unit price
Results within 1 working day	3.0 x listed unit price

<u>Item</u>	<u>Hourly Rate</u>
Senior Professional	\$300
Professional	\$200
Technician	\$150
Field Sampler Training (Contact Hours credit)	No Charge
Regulatory Training (Contact Hours credit)	No Charge

**2021**  
**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(Eurofins Eaton Analytical, LLC – Water Testing & Analysis Services)**

THIS 2021 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Professional Services Agreement – Eurofins Eaton Analytical, LLC – Water Testing & Analysis Services" originally executed 2<sup>nd</sup> day of April, 2019 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and EUROFINS EATON ANALYTICAL, a California corporation (hereinafter, "CONSULTANT" is made and entered into this 5<sup>th</sup> day of April, 2021 ("Effective Date"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated July 15, 2019 and entitled "Professional Services Agreement – Eurofins Eaton Analytical, LLC – Water Testing & Analysis Services", Contract No. 1910 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's compensation terms; and

WHEREAS, execution of this First Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of April 5, 2021.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.3(B) of the Master Agreement is hereby amended to mean and refer to the sum of the CONSULTANT's total aggregate compensation in any single contract year as EIGHTY THOUSAND Dollars (\$80,000.00).

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 3. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY:

City of San Fernando

DocuSigned by:  
By: Nick Kimball  
1041FC9C27C7490...  
Nick Kimball  
City Manager  
Date: 04/08/2021 | 5:46 PM EDT

APPROVED AS TO FORM

DocuSigned by:  
By: Richard Padilla  
9E6768364A9F4FC...  
Richard Padilla  
Assistant City Attorney  
Date: 04/08/2021 | 3:09 PM PDT

CONSULTANT

Eurofins Eaton Analytical, LLC

DocuSigned by:  
By: Colin Walters  
8DA8789407E7438...  
Name: Colin Walters  
Title: President  
Date: 08/08/2021 | 3:07 PM PDT

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*





## AGENDA REPORT

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

**From:** Nick Kimball, City Manager  
By: Erika Ramirez, Director of Community Development  
Marina Khrustaleva, Associate Planner

**Date:** March 18, 2024

**Subject:** A Public Hearing to Consider Adoption of Urgency Ordinance No. U-1725, Extending by a Period of One Year an Existing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City of San Fernando Pursuant to Government Code Section 65858(A)

### RECOMMENDATION:

It is recommended that the City Council:

- a. Accept, file, and issue the report on the measures taken since imposing a temporary moratorium on the installation of artificial grass and synthetic turf;
- b. Conduct a Public Hearing; and
- c. Pending public testimony, waive full reading, in title only, and adopt by a four-fifths vote Urgency Ordinance No. U-1725 (Attachment "A"), "An Urgency Ordinance of the City Council of the City of San Fernando, California, extending by a period of one year an existing temporary moratorium on the installation of artificial turf and synthetic grass in the City of San Fernando pursuant to Government Code Section 65858(A)."

### BACKGROUND:

1. In October 2015, Assembly Bill 1164 (AB 1164) was enacted to prohibit local jurisdictions from enacting or enforcing any regulations that prohibit the installation of drought-tolerant landscaping, synthetic grass, or artificial turf on residential property. However, jurisdictions were able to impose reasonable restrictions on the type and use of artificial turf and synthetic grass that did not substantially increase the installation cost or prohibited the installation of artificial turf and synthetic grass.
2. On July 8, 2021, Governor Gavin Newsom declared a drought emergency for most counties in the State of California, requesting a voluntary 15% water usage reduction for counties from their 2020 levels. This declaration excluded Los Angeles County.

**A Public Hearing to Consider Adoption of Urgency Ordinance No. U-1725, Extending by a Period of One Year an Existing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City of San Fernando Pursuant to Government Code Section 65858(A)**

Page 2 of 6

---

3. On October 19, 2021, Governor Newsom issued a proclamation that extended his previous drought declaration to the entire state and included Los Angeles County.
4. On November 15, 2021, the City Council adopted Resolution No. 8105 declaring a multi-year drought emergency and implementing voluntary water conservation measures of 10%.
5. On April 13, 2022, the City shut down its highest producing groundwater well, Well No. 2A, as a result of elevated nitrate levels in the drinking water and started importing water from the Metropolitan Water District of Southern California (MWD) to meet its water demand.
6. On April 26, 2022, MWD adopted emergency measures that restrict irrigation of landscapes to one day a week, which applied to cities and water suppliers that received State Project water from Northern California through MWD. These restrictions did not apply to San Fernando because the City received water from Colorado River through MWD. However, the City was informed that the same restrictions may apply to the Colorado River source at later date.
7. On May 25, 2022, the State Water Resources Control Board adopted new regulations that require all urban water suppliers to consult their Water Shortage Contingency Plan (WSCP) and implement Level 2 mandatory water conservation measures. In order to meet this State mandate, the City's adopted WSCP Level 2 measures that require a mandatory 20% reduction in water consumption.
8. Effective October 16, 2022, the City restricted sprinkler use to one day a week. The drought conditions and related watering restrictions led to greater interest by City residents to consider replacing live grass or other live landscaping with artificial turf and synthetic grass. However, the City did not currently have regulations for the design, installation and use of artificial turf and synthetic grass and numerous studies indicate that artificial turf and synthetic grass can have negative effects on the environment and pose certain health hazards.
9. On March 13, 2023, the Planning and Preservation Commission (Commission) discussed and supported a proposed temporary moratorium on the installation of artificial turf and synthetic grass.
10. On April 3, 2023, the City Council adopted Urgency Ordinance No. U-1715 enacting a temporary 45-day moratorium on the installation of artificial turf and synthetic grass (Attachment "C"). Along with adoption of the Urgency Ordinance, the City Council directed staff to a) launch a community outreach campaign informing residents of the temporary moratorium and Turf Replacement Rebate Program through MWD (see "Report on Measures Taken" section below); b) request rebate program application assistance from MWD; and c) prepare a draft letter advocating against the state usurping the ability for local jurisdictions to enact regulations prohibiting installation of artificial turf.

**A Public Hearing to Consider Adoption of Urgency Ordinance No. U-1725, Extending by a Period of One Year an Existing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City of San Fernando Pursuant to Government Code Section 65858(A)**

Page 3 of 6

---

11. On May 1, 2023, the City Council adopted Urgency Ordinance No. U-1716 extending a temporary moratorium on the installation of artificial turf and synthetic grass for 10 months and 15 days, until April 2, 2024 (Attachment “B”).
12. On October 8, 2023, Governor Newsom signed Senate Bill 676 (SB 676), restoring the authority of local agencies to restrict synthetic grass and artificial turf installations. The new bill prohibited local jurisdictions from enacting or enforcing any ordinance or regulation that prohibits the installation of drought-tolerant landscaping using living plant material on residential property. The bill explicitly specified that drought-tolerant landscaping did not include the installation of synthetic grass or artificial turf.

**ANALYSIS:**

Urgency Ordinance No. U-1716, adopted on May 1, 2023, is effective for 10 months and 15 days until April 2, 2024. The Urgency Ordinance enacted a temporary moratorium on the installation of artificial turf and synthetic grass pending the study and development of reasonable regulations. Enacting the temporary moratorium was based on recognition of significant risks of using artificial turf and synthetic grass including overheating and creating heat islands with surface temperatures from 140° to 170° F; increased usage of water needed to cool synthetic surfaces; risks of flooding due to a barrier to percolation and natural absorption of ground water; leakage of toxins causing irreparable damage to the City’s ecosystem and watershed; health risks to residents due to chemicals that are known to be toxic and cause cancer; decreased biodiversity and depleted soil; and burden on landfills because most types of artificial turf are not biodegradable and do not decompose.

Pursuant to Government Code 65858, the interim ordinance may be extended twice: first time by 10 months and 15 days and then subsequently extended for one year. Government Code Section 65858(d) provides as follows: *“Ten days prior to the expiration of that interim ordinance or any extension, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance.”* ***Issuance of this report satisfies the requirements of Government Code Section 65858(d).***

Report on Measures Taken.

Since the adoption of the temporary moratorium, the City has undertaken several measures to date to alleviate the concerns regarding installation of artificial turf and synthetic grass. Planning staff launched a community outreach campaign by placing information on the temporary moratorium and available MWD rebates for drought-tolerant landscape on the City’s website ([www.sfcity.org/community-development/#lawn-replacement](http://www.sfcity.org/community-development/#lawn-replacement)), City’s social media accounts (13 publications, 17,257 impressions total), and sending postcards to residents (Attachment “D”).

**A Public Hearing to Consider Adoption of Urgency Ordinance No. U-1725, Extending by a Period of One Year an Existing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City of San Fernando Pursuant to Government Code Section 65858(A)**

Page 4 of 6

---

On May 10, 2023, staff attended a presentation by Cal Poly Pomona students, Master of Landscape Architecture candidates who developed a comprehensive San Fernando based research project called “Lawn Gone: Every Last Drop.” They carefully studied the City’s climate conditions, neighborhood character, local traditions and design patterns, and came up with 12 prototypical front yard designs on three different types of lots in San Fernando. These affordable designs use drought-tolerant and climate resistant native plant species. The manual was published on the City’s website (<https://ci.san-fernando.ca.us/wp-content/uploads/2023/06/Lawn-Gone-Every-Last-Drop-2023.pdf>) and staff uses it to guide residents who want to transform their front yards without necessarily hiring a landscape designer (Attachment “E”).

On July 18, 2023, staff conducted a workshop organized in partnership with MWD, which was attended by more than 40 community members. The workshop provided an in-depth look at MWD rebate program for replacing live lawns with drought-tolerant landscaping. MWD representatives explained the rebate application process, provided tips on sustainable and water-wise landscaping, and covered other available efficient irrigation and device rebates. City staff discussed environmental and health risks of using artificial turf and synthetic grass and presented the alternatives. The recording of the workshop was published on the City’s website and it has been very popular with homeowners.

Staff conducted additional research on recent State legislative initiatives, qualities of existing types of artificial turf and synthetic grass, and regulations on the installation of artificial turf that other cities currently have in place. Additional research on qualities of existing types of artificial turf and synthetic grass conducted over the last months revealed facts proving these materials not to be as attractive as manufacturers claim:

- **Limited lifespan:** typically, an 8 to 10 year investment lifespan per installation.
- **Significant cost.** Cost of base materials and labor/ installation is higher than expected by most users. According to MWD cost analysis, a typical artificial turf installation is at least twice more expensive than a drought-tolerant landscape of the same size.
- **Cost of maintenance.** Artificial turf is not maintenance free – it requires regular mechanical raking or brushing, as well as cleaning and cooling by running water.
- **Cost of accompanying materials.** Infill material must be reapplied over time to maintain orientation of blades.
- **Afterlife and recycling.** Technology and ability to recycle synthetic turf is neither fully developed nor available in California. Synthetic turf can be legally disposed of in any nonhazardous landfill in California that accepts municipal solid waste. This is currently the only disposal method available.

**A Public Hearing to Consider Adoption of Urgency Ordinance No. U-1725, Extending by a Period of One Year an Existing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City of San Fernando Pursuant to Government Code Section 65858(A)**

Page 5 of 6

---

Staff was also working with other cities that have adopted similar temporary moratoriums or provided detailed regulations for installation of synthetic grass and artificial turf. After adoption of Senate Bill 676 in 2023, cities of Millbrae and San Marino were the first cities in California to adopt ordinances permanently prohibiting the installation of synthetic grass and artificial turf. These recent changes in the State legislation require additional time to develop compliant local regulations.

Next Steps.

Staff recommends that the City Council extend the temporary moratorium set forth in Urgency Ordinance U-1716, for one (1) year, pursuant to Government Code 65858, which the new expiration date would be April 2, 2025. Proposed final regulations may be presented to City Council prior to the expiration date, if warranted.

Due to new state laws (SB 676), the City now has the option to adopt an ordinance permanently prohibiting the installation of synthetic grass and artificial turf, which was previously prohibited by state law. Staff is requesting a one-year extension of the Urgency Ordinance to allow adequate time for development and consideration of a comprehensive Residential Landscape Ordinance including the following components:

- Hardscape and landscape standards and requirements;
- Compliance with the State Model Water Efficient Landscaping Ordinance (MWELO);
- Compliance with the State Low Impact Development (LID) requirements for stormwater management;
- Prohibition of the installation of synthetic grass and artificial turf;
- Drought-tolerant planting standards compliant with MWD rebate program requirements;
- Private tree protection standards, as recommended by the San Fernando Urban Forest Management Plan; and
- Maintenance standards.

Public Hearing Notice.

Notice of this public hearing was published in the *San Fernando Valley Sun Newspaper* within the time limits set forth pursuant to Government Code Section 65858(a).

**ENVIRONMENTAL REVIEW:**

The extension of Urgency Ordinance U-1716 is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the “common sense exemption”) and Section 15378 (“not a project”) since it can be seen with certainty that adopting an ordinance extending a temporary moratorium on installation of artificial turf or synthetic grass would not pose a negative effect on the environment and in that it has no potential for resulting in either a direct physical change, or reasonably foreseeable indirect physical change in the environment.

**A Public Hearing to Consider Adoption of Urgency Ordinance No. U-1725, Extending by a Period of One Year an Existing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City of San Fernando Pursuant to Government Code Section 65858(A)**

Page 6 of 6

---

**BUDGET IMPACT:**

Adoption of Urgency Ordinance No. U-1725 does not have a budget impact. It will remain as part of the Community Development's work plan as a carryover from current FY 2023-2024 to FY 2024-2025.

**CONCLUSION:**

Staff recommends that the City Council accept, file, and issue the report on the measures taken since imposing Urgency Ordinance U-1716 establishing a temporary moratorium on the installation of artificial grass and synthetic turf; conduct a public hearing; and pending public testimony, adopt Urgency Ordinance No. U-1725 by a four-fifths vote, extending the temporary moratorium on the installation of artificial turf and synthetic grass for a period of one year with the new expiration date of April 2, 2025.

**ATTACHMENTS:**

- A. Urgency Ordinance No. U-1725
- B. Urgency Ordinance No. U-1716
- C. Urgency Ordinance No. U-1715
- D. Postcard mailed to the residents
- E. Report "Lawn Gone: Every Last Drop"

**URGENCY ORDINANCE NO. U-1725**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, EXTENDING BY A PERIOD OF ONE YEAR AN EXISTING TEMPORARY MORATORIUM ON THE INSTALLATION OF ARTIFICIAL TURF AND SYNTHETIC GRASS IN THE CITY OF SAN FERNANDO PURSUANT TO GOVERNMENT CODE SECTION 65858(A)**

**WHEREAS**, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

**WHEREAS**, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

**WHEREAS**, Government Code section 53087.7 grants the City the authority to enact reasonable restrictions on the type of artificial turf and synthetic grass that may be installed on residential property, and the design of its installation, but prohibits the City from enacting or enforcing any regulations that ban the installation of synthetic grass or artificial turf; and

**WHEREAS**, in response to historic drought conditions in the State of California, in recent years, various water conservation measures have been imposed by the State and local level, leading to an increased demand by residents of the City for drought tolerant landscaping, artificial turf and synthetic grass; and

**WHEREAS**, the City does not currently regulate the design, installation or use of artificial turf and synthetic grass within the City; and

**WHEREAS**, there are studies that indicate that artificial turf and synthetic grass can have negative effects on the environment and pose certain health hazards such as creating "heat islands", decreasing biodiversity, creating impenetrable barriers for ground water, releasing toxic chemicals, including those that are known to cause cancer, and creating burdens on local landfills as non-biodegradable material; and

**WHEREAS**, the San Fernando City Council ("City Council") finds that the unregulated installation of artificial turf and synthetic grass poses a current and immediate threat to the public health, safety, and welfare of the residents of the City; and

**WHEREAS**, to allow time for the City to consider, study, and enact appropriate regulations related to the installation of artificial turf and synthetic grass, it is necessary to temporarily prohibit the installation of artificial turf and synthetic grass, to avoid conflict with the contemplated landscaping regulations, all of which shall be accomplished within a reasonable time; and

**WHEREAS**, Government Code section 65858 authorizes the City Council to adopt an urgency ordinance by a four-fifths vote for the immediate preservation of the public health, safety, or welfare, and to prohibit a land use that may be in conflict with a contemplated general

plan, specific plan, or zoning proposal, that the City Council, Planning and Preservation Commission, or the Community Development Department is considering or studying or intends to study within a reasonable time; and

**WHEREAS**, the Planning and Preservation Commission, as part of its regular meeting of March 13, 2023, discussed the proposed temporary moratorium on the installation of artificial turf and synthetic grass and was supportive of the proposed temporary moratorium; and

**WHEREAS**, on April 3, 2023, the City Council adopted Urgency Ordinance No. U-1715 (the "Interim Urgency Ordinance") establishing a temporary moratorium on the installation of artificial turf and synthetic grass for a period of 45 days through and including May 18, 2023; and

**WHEREAS**, on May 1, 2023, the City Council adopted Urgency Ordinance No. U-1716 (the "Urgency Ordinance") extending the temporary moratorium on the installation of artificial turf and synthetic grass for a period of 10 months and 15 days, through and including April 2, 2024; and

**WHEREAS**, pursuant to Government Code Section 65858, the City Council may extend the moratorium for the second and final time by a four-fifths vote for a period of one year commencing as of the expiration of prior Urgency Ordinance No. U-1716, through and including April 2, 2025; and

**WHEREAS**, on March 7, 2024, the City published a notice of a public hearing to consider the extension of the Urgency Ordinance in the *San Fernando Valley Sun Newspaper* as required by Government Code Section 65858(a); and

**WHEREAS**, as required by Government Code Section 65858(d), a written report has been prepared for City Council review and approval which describes the measures taken to address the conditions which led to the adoption of the moratorium; the steps taken to date to study potential risks of artificial turf and synthetic grass and the steps taken develop new regulations and standards for installation of these materials. (The written report is included with the agenda materials for the March 18, 2024 public hearing and has been entered into the record of the same); and

**WHEREAS**, the City Council desires to extend the moratorium by one year to allow sufficient time to continue studying and formulating regulations for installation of artificial turf and synthetic grass as a part of the comprehensive Residential Landscape Ordinance; and

**WHEREAS**, on March 18, 2024, the City Council conducted a duly noticed public hearing to consider the extension of the Interim Ordinance per California Government Code Section 65858, at which time all interested parties were heard.

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

**SECTION 1. Urgency Findings.**

A. The Recitals above are true and correct.



- B. The City Council hereby finds and declares as follows: (i) the findings and determinations of the recitals above; the written report referenced above; and the presentation of City staff at the public hearing of March 18, 2024; and (ii) taking the foregoing into consideration along with such other oral and/or written testimony as was presented at the March 18, 2024 public hearing, there remains a current and immediate threat to the public health, safety and welfare that requires the further extension of the moratorium originally established by Urgency Ordinance No. U-1715; and (iii) this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety as set forth herein.

**SECTION 2. Moratorium.**

This Urgency Ordinance extends for a period of one (1) year the moratorium originally adopted by way of Urgency Ordinance No. U-1715 and previously extended by Urgency Ordinance No. U-1716. The extended moratorium period shall expire automatically on April 2, 2025. The City Council continues to order and ordain that no artificial turf or synthetic grass shall be installed within the City of San Fernando during the extended moratorium period established by this Urgency Ordinance. The moratorium shall apply citywide to all properties within City limits. The City Council formally approves and adopts the written report as presented by City staff at the public hearing of March 18, 2024, and issues the same by approval of this Urgency Ordinance. A copy of the written report shall be available for public inspection on the City's internet website and at such other locations as may be directed by the City Manager or designee.

**SECTION 3. CEQA Finding.**

The City Council hereby finds that this Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption") and Section 15378 ("not a project") since it can be seen with certainty that adopting the Urgency Ordinance extending temporary moratorium on installation of artificial turf and synthetic grass will not pose a significant effect on the environment, and in that it has no potential for resulting in either a direct physical change, or reasonably foreseeable indirect physical change in the environment.

**SECTION 4. Severability.**

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

**SECTION 5. Effective Date**

This Urgency Ordinance shall take effect immediately upon its adoption by a vote of at least four-fifths of the City Council and the one-year moratorium extension which it implements shall commence immediately following the expiration of the prior extension implemented under prior Urgency Ordinance No. U-1716 such that the new extended, one-year moratorium period will expire on April 2, 2025.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on this 18<sup>th</sup> day of March, 2024.

---

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

**ATTEST:**

---

Julia Fritz, City Clerk

**APPROVED AS TO FORM:**

---

Richard Padilla, Assistant City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing Urgency Ordinance No. U-1725 was adopted at a regular meeting of the City Council of the City of San Fernando, California held on the 18<sup>th</sup> day of March, 2024 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 March, 2024.

---

Julia Fritz, City Clerk

**URGENCY ORDINANCE NO. U-1716**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, EXTENDING INTERIM URGENCY ORDINANCE NO. U-1715 FOR A PERIOD OF 10 MONTHS AND 15 DAYS THE TEMPORARY MORATORIUM ON THE INSTALLATION OF ARTIFICIAL TURF AND SYNTHETIC GRASS IN THE CITY OF SAN FERNANDO**

**WHEREAS**, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

**WHEREAS**, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

**WHEREAS**, Government Code section 53087.7 grants the City the authority to enact reasonable restrictions on the type of artificial turf and synthetic grass that may be installed on residential property, and the design of its installation, but prohibits the City from enacting or enforcing any regulations that ban the installation of synthetic grass or artificial turf; and

**WHEREAS**, in response to historic drought conditions in the State of California, in recent years, various water conservation measures have been imposed by the State and local level, leading to an increased demand by residents of the City for drought tolerant landscaping, artificial turf and synthetic grass; and

**WHEREAS**, the City does not currently regulate the design, installation or use of artificial turf and synthetic grass within the City; and

**WHEREAS**, there are studies that indicate that artificial turf and synthetic grass can have negative effects on the environment and pose certain health hazards such as creating "heat islands", decreasing biodiversity, creating impenetrable barriers for ground water, releasing toxic chemicals, including those that are known to cause cancer, and creating burdens on local landfills as non-biodegradable material; and

**WHEREAS**, the City Council finds that the unregulated installation of artificial turf and synthetic grass poses a current and immediate threat to the public health, safety, and welfare of the residents of the City; and

**WHEREAS**, to allow time for the City to consider, study, and enact appropriate regulations related to the installation of artificial turf and synthetic grass, it is necessary to temporarily prohibit the installation of artificial turf and synthetic grass, to avoid conflict with the contemplated landscaping regulations, all of which shall be accomplished within a reasonable time; and

**WHEREAS**, Government Code section 65858 authorizes the City Council to adopt an urgency ordinance by a four-fifths vote for the immediate preservation of the public health, safety, or welfare, and to prohibit a land use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal, that the City Council, Planning and Preservation Commission, or the Community Development Department is considering or studying or intends to study within a reasonable time; and

**WHEREAS**, the Planning and Preservation Commission, as part of its regular meeting of March 13, 2023, discussed the proposed temporary moratorium on the installation of artificial turf and synthetic grass and was supportive of the proposed temporary moratorium.

**WHEREAS**, on April 3, 2023, the City Council adopted Urgency Ordinance No. U-1715 (the "Interim Ordinance") establishing a temporary moratorium on the installation of artificial turf and synthetic grass for a period of 45 days through and including May 18, 2023; and

**WHEREAS**, pursuant to Government Code Section 65858, the City Council may extend the Interim Ordinance by a four-fifths (4/5ths) vote by a period of 10 months and 15 days; and

**WHEREAS**, on April 20, 2023, the City published a notice of a public hearing to consider the extension of the Interim Ordinance in the *San Fernando Valley Sun Newspaper* as required by Government Code Section 65858(a); and

**WHEREAS**, in accordance with California Government Code Section 65858 (d), a written report was issued at the City Council meeting held on May 1, 2023, describing the measures taken to alleviate the conditions which led to the adoption of the Interim Ordinance and steps taken to study potential risks of artificial turf and synthetic grass and develop new regulations and standards for installation of these materials. Said report satisfies the requirements of Government Code Section 65858(d); and

**WHEREAS**, the City Council desires to extend the Interim Ordinance by 10 months and fifteen 15 days to allow sufficient time to continue studying and formulating regulations for installation of artificial turf and synthetic grass; and

**WHEREAS**, on May 1, 2023, the City Council conducted a public hearing to consider the extension of the Interim Ordinance per California Government Code Section 65858, at which time all interested parties were heard.

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

**SECTION 1. Urgency Findings**

- A. The Recitals above are true and correct.

- B. All of the findings cited in the Interim Ordinance concerning the existence of an immediate concern to the City's local planning and land use regulations continue to be valid and are incorporated herein by reference.
- C. In accordance with Government Code Section 65858(a), and pursuant to the findings stated herein, the City Council hereby finds and declares: (i) that the findings and determinations above are true and correct; (ii) that there exists a current and immediate threat to the public health, safety, and welfare requiring this Urgency Ordinance extending the temporary moratorium originally established by Urgency Ordinance; and (iii) that this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety as set forth herein.

**SECTION 2. Moratorium.**

This Urgency Ordinance extends for a period of ten (10) months and fifteen (15) days, that previously adopted Interim Ordinance, which imposed a 45-day moratorium on installation of artificial turf and synthetic grass within the City. The City Council continues to declare a moratorium and no artificial turf or synthetic grass shall be installed within the City of San Fernando during the effective period of this Urgency Ordinance. The moratorium shall apply citywide to all properties within City limits.

**SECTION 3. CEQA Finding.**

The City Council hereby finds that this Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption") and Section 15378 ("not a project") since it can be seen with certainty that adopting the Urgency Ordinance extending temporary moratorium on installation of artificial turf and synthetic grass will not pose a significant effect on the environment, and in that it has no potential for resulting in either a direct physical change, or reasonably foreseeable indirect physical change in the environment.

**SECTION 4. Severability.**

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

**SECTION 5. Effective Date**

This Urgency Ordinance shall take effect immediately upon adoption by a vote of at least four-fifths of the City Council and shall remain in full force and effect through and including April 2, 2024.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on this 1<sup>st</sup> day of May, 2023.

DocuSigned by:

*Celeste Rodriguez*

1802A32830E7400...

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

**ATTEST:**

DocuSigned by:

*Julia Fritz*

E4102E030E93403...

Julia Fritz, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:

*Richard Padilla*

9E6768364A0F4FC...

Richard Padilla, Assistant City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing Urgency Ordinance No. U-1716 was adopted at a regular meeting of the City Council of the City of San Fernando, California held on the 1<sup>st</sup> day of May, 2023 by the following vote of the City Council:

**AYES:** Solorio, Fajardo, Montañez, Mendoza, Rodriguez - 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 10th day of May 2023.

DocuSigned by:  
  
E4462E636E034B3...  
Julia Fritz, City Clerk



**URGENCY ORDINANCE NO. U-1715**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, TO ENACT A TEMPORARY MORATORIUM ON THE INSTALLATION OF ARTIFICIAL TURF AND SYNTHETIC GRASS PENDING THE STUDY AND DEVELOPMENT OF REASONABLE REGULATIONS**

**WHEREAS**, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

**WHEREAS**, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

**WHEREAS**, in October 2015, Assembly Bill (AB) 1164 was enacted prohibiting local jurisdictions from enacting or enforcing any regulations that prohibit the installation of drought-tolerant landscaping, synthetic grass, or artificial turf on residential property; and

**WHEREAS**, Government Code section 53087.7 codifies AB 1164 and grants the City the authority to enact reasonable restrictions on the type of artificial turf and synthetic grass that may be installed on residential property, and the design of its installation; and

**WHEREAS**, the State of California has been experiencing historic drought conditions, which has led to various water conservation measures at the State and local level; and

**WHEREAS**, on July 8, 2021 and October 19, 2021, Governor Gavin Newsom declared a drought emergency in the State of California, requesting a voluntary 15 percent water usage reduction for counties from their 2020 levels; and

**WHEREAS**, on November 15, 2021, the City Council adopted Resolution No. 8105 declaring a multi-year drought emergency and implementing voluntary water conservation measures of 10 percent; and

**WHEREAS**, on April 26, 2022, the Metropolitan Water Board of Southern California declared a Water Shortage Emergency for the State Water Project dependent areas and executed an Emergency Water Conservation Program requiring member agencies to immediately cut water use by implementing one-day-a-week watering restrictions; and

**WHEREAS**, on May 25, 2022, the State Water Resources Control Board adopted new regulations that require all urban water suppliers to consult their Water Shortage Contingency Plan (WSCP) and implement Level 2 mandatory water conservation measures; and

**WHEREAS**, on June 6, 2022, the City adopted Water Shortage Contingency Plan (WSCP) Level 2 measures requiring mandatory 20 percent reduction in water consumption to comply with the State mandate; and

**WHEREAS**, effective October 16, 2022, the City restricted sprinkler irrigation use to one day a week; and

**WHEREAS**, the drought conditions and related watering restrictions has led to greater interest by residents of the City of San Fernando to consider replacing live turf or other live landscaping with artificial turf and synthetic grass; and

**WHEREAS**, the City currently does not regulate the design, installation or use of artificial turf and synthetic grass within the City; and

**WHEREAS**, numerous studies indicate that artificial turf and synthetic grass can have negative effect on the environment and pose certain health hazards such as creating “heat islands”, decreasing biodiversity, creating impenetrable barriers for ground water, releasing toxic chemicals, including those that are known to cause cancer, and creating burden on local landfills as non-biodegradable material; and

**WHEREAS**, in light of the studies above and the lack of clearly articulated regulations in the San Fernando City Code (SFCC), the City Council finds that the unregulated installation of artificial turf and synthetic grass poses a current and immediate threat to the public health, safety, and welfare of the residents of the City; and

**WHEREAS**, to ensure its residents are adequately protected from the health and safety impacts of unregulated installation of artificial turf and synthetic grass and to allow time for the City to consider, study, and enact appropriate regulations related to the installation of artificial turf and synthetic grass, it is necessary to temporarily prohibit the installation of artificial turf and synthetic grass in the City, to avoid conflict with the anticipated landscaping regulations, all of which shall be accomplished within a reasonable time; and

**WHEREAS**, Government Code section 65858 authorizes the City Council to adopt an interim urgency ordinance by a four-fifths vote for the immediate preservation of the public health, safety, or welfare, and to prohibit a land use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal, that the City Council, Planning and Preservation Commission, or the Community Development Department is considering or studying or intends to study within a reasonable time; and

**WHEREAS**, the Planning and Preservation Commission, as part of its regular meeting of March 13, 2023, discussed the proposed temporary moratorium on the installation of artificial turf and synthetic grass and was supportive of the proposed temporary moratorium.

**WHEREAS**, on March 23, 2022, the City Clerk published a notice of a public hearing to be held on April 3, 2023, for the City Council to consider and approve a proposed Urgency Ordinance (U-1715) to establish a temporary moratorium on the installation of artificial turf and synthetic grass in the *San Fernando Sun* as required by Government Code Section 65858(a); and

**WHEREAS**, on April 3, 2023, the City Council conducted a duly noticed public hearing on this Urgency Ordinance, and all testimony was received and made a part of the public record; and

**WHEREAS**, the City Council has duly considered all information presented to it, including written staff reports, and any testimony provided at the public hearing; and

**WHEREAS**, all legal prerequisites to the adoption of this Urgency Ordinance have been met.

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

**SECTION 1. Urgency Findings**

- A. The Recitals above are true and correct.
- B. All of the findings cited in Urgency Ordinance No. 1715 concerning the existence of an immediate concern to the City’s local planning and land use regulations.
- C. In accordance with Government Code Section 65858(a), and pursuant to the findings stated herein, the City Council hereby finds and declares: (i) that the findings and determinations above are true and correct; (ii) that there exists a current and immediate threat to the public health, safety, and welfare requiring this Urgency Ordinance; and (iii) that this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety as set forth herein.

**SECTION 2. Moratorium.**

During the term of this Urgency Ordinance, including any extensions hereto, no artificial turf or synthetic grass shall be installed within the City of San Fernando. This temporary moratorium shall apply citywide to all properties within City limits.

**SECTION 3. CEQA Finding.**

The City Council hereby finds that this Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the “common sense exemption”) and Section 15378 (“not a project”) since it can be seen with certainty that adopting the Urgency Ordinance establishing a temporary moratorium on the installation of artificial turf or synthetic grass will not pose a significant effect on the environment.

**SECTION 4. Severability.**

If any section, subsection, sentence, clause, or phrase of this Urgency Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent

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

**SECTION 5. Authority, Effective Date and Term of Ordinance**

This Urgency Ordinance is enacted in accordance with the authority granted by Government Code Section 65858, and shall take effect immediately upon adoption by a vote of at least four-fifths of the City Council. This Urgency Ordinance shall be in full force and effect for a period of forty-five (45) days from the date of adoption, unless extended prior to its expiration by the further action of City Council as provided in Government Code Section 65858.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on this 3<sup>rd</sup> day of April 2023.

DocuSigned by:

*Celeste Rodriguez*

1802A32830E7406...

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

**ATTEST:**

DocuSigned by:

*Julia Fritz*

E4162E636E934B3...

Julia Fritz, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:

*Richard Padilla*

9E6768364A9F4FC...

Richard Padilla, Assistant City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing Urgency Ordinance No. U-1715 was adopted at a regular meeting of the City Council of the City of San Fernando, California held on the 3<sup>rd</sup> day of April, 2023 by the following vote of the City Council:

**AYES:** Solorio, Fajardo, Montañez, Mendoza, Rodriguez - 5

**NAYS:** None

**ABSENT:** None

**ABSTAINED:** None

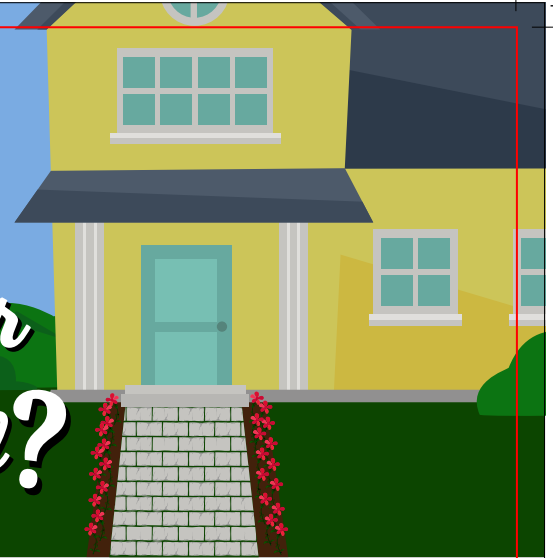
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 6th day of April 2023.

DocuSigned by:  
  
E4162E636E934B3...  
Julia Fritz, City Clerk



THE CITY OF  
**SAN FERNANDO**

*Are you looking to replace your  
front lawn or use artificial turf?*



## BE AWARE:

Artificial turf and synthetic grass is temporarily prohibited in San Fernando

City Code requires 50% of your front yard to have living plants

The City is exploring modification to front yard landscape standards

Your landscape project may qualify for a Turf Replacement Program offered by MWD\*

## *Before starting your landscape project...*

Contact the Community Development Department to learn about permit requirements, \*sign-up for FREE turf replacement workshops, and get recommendations for creating a beautiful climate-appropriate landscape.

*For more information:*

**SFCITY.ORG/Community-Development/#Lawn-Replacement**

**CommunityDevelopment@sfcity.org | (818) 898-1227 |**





LA CIUDAD DE  
**SAN FERNANDO**

LOCAL POSTAL CUSTOMER

PRSRT STD  
ECRWSS  
U.S. POSTAGE  
**PAID**  
EDDM RETAIL

# *¿Está considerando reemplazar su pasto o usar césped artificial?*

## **SE LE INFORMA QUE:**

El césped artificial y pasto sintético están temporalmente prohibidos en San Fernando

El código de la ciudad requiere que el 50% de su patio de enfrente tenga plantas vivas

La ciudad está analizando modificaciones a las normas para el patio de enfrente

Su proyecto de paisaje puede calificar para un programa de Reemplazo de Césped ofrecido por MWD \*

## *Antes de empezar su proyecto de paisaje...*

Contacte al Departamento de Desarrollos Comunitarios para informarse sobre los permisos requeridos, \*inscríbese para talleres GRATUITOS sobre el reemplazo del césped, y obtenga recomendaciones para crear un paisaje hermosa apropiado para el clima.

## *Para mas información:*

**SFCITY.ORG/Community-Development/#Lawn-Replacement**

**CommunityDevelopment@sfcity.org | (818) 898-1227 |**





# EVERY LAST DROP

Water Use Efficiency Model For San Fernando, California

Master of Landscape Architecture Capstone Project  
California State Polytechnic University, Pomona





# EVERY LAST DROP

## WATER USE EFFICIENCY MODEL FOR SAN FERNANDO, CA

### Authors

Sahar Fazelvalipour

Jiyeon Kim

Atticus Lee

Chris Otte

Clarence Vong

### Faculty Advisors

Kyle D. Brown, PhD

Jeremy C. Munns

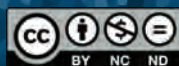
May 2023

Master of Landscape Architecture Capstone Project

Department of Landscape Architecture

College of Environmental Design

California State Polytechnic University, Pomona



# ACKNOWLEDGMENTS

## Sahar Fazelvalipour

I would like to thank my mom and my entire family for their continued support throughout my academic journey. I also would like to extend my appreciation to my partner, Amir, whose unwavering love and support have motivated me constantly. Additionally, I want to thank the faculty at Cal Poly Pomona and my Cal Poly family for their guidance and inspiration.

## Chris Otte

I would like to thank my wife Deniz for supporting me through the entire process of my education. I would also like to thank my family, the faculty at Cal Poly Pomona and Shawn Maestretti and Chris Torres, who I had the pleasure of working for during the program and who had major impacts on me as a designer.

## Jiyeon Kim

I would like to thank family, friends, and classmates for their continued love and support. Also I want to thank everyone at the City of San Fernando for their extended input, care, and sincere interest in our work. Additionally, I want to thank our professors for guiding us through our program with encouragement and patience.

## Clarence Vong

I would like to thank my family and friends for their encouragement and belief in me. Especially my extended family across the Pacific. I am deeply thankful to my employer for granting me the opportunity to pursue further education while continuing to work. Additionally, I extend my appreciation to the professors at Cal Poly Pomona for their guidance and equipping us with knowledge for the chosen career field. Lastly, I would like to thank all those who have played a role, big or small, in shaping my path.

## Atticus Lee

I would like to thank my family, friends, and fellow classmates, for their deep support and care. I would also like to thank Zach Moskowitz, Vince Onel and everyone at the Spohn Ranch Skateparks family for their continued support. As well I would like to thank James Rojas for his extended support in our design process.

## Team

We would like to express our deepest thanks to our community partners from The City of San Fernando: Carlos Hernandez, Kanika Kith, Matthew Baumgardner and Nick Kimball; and Community Planner James Rojas. In addition, we would like to thank our faculty advisors, Dr. Kyle D. Brown and Prof. Jeremy Munns, for their patience, support, and guidance as we worked on this capstone project.

# TABLE OF CONTENTS

<b>ABSTRACT.....</b>	<b>IV</b>
<b>CHAPTER 1: RESEARCH &amp; ANALYSIS.....</b>	<b>1-26</b>
INTRODUCTION.....	2-4
LATINO URBANISM.....	5
ENVIRONMENTAL ANALYSIS .....	6-8
WATER RESOURCES.....	9-15
RESIDENTIAL TYPOLOGIES.....	16-25
CONCLUSION.....	26
<b>CHAPTER 2: COMMUNITY CONCEPT.....</b>	<b>27-36</b>
INTRODUCTION.....	28
VISION STATEMENT.....	29
GOALS, OBJECTIVES, & ACTIONS.....	30-34
COMMUNITY ENGAGEMENT.....	35
CONCLUSION.....	36
<b>CHAPTER 3: CALCULATOR TOOL AND SPATIAL DESIGNS.....</b>	<b>37-77</b>
MWELO MATE WATER BUDGET CALCULATOR.....	38-41
FRONT YARD DESIGNS.....	42-67
PARKWAY DESIGNS .....	68-71
<b>REFERENCES.....</b>	<b>72</b>

# ABSTRACT

Like many communities in Southern California, the City of San Fernando is challenged with diminishing water resources and increasing state regulation. “Every Last Drop” leads the community toward front yard landscapes that are drought tolerant and are in compliance with California’s statewide Model Water Efficient Landscape Ordinance (MWELO). As students of landscape architecture, our knowledge concerning drought tolerant plants, low impact design, and culturally-responsive design can assist the community with the permitting process as it relates to MWELO and move them toward low water use front yard landscapes that retain San Fernando’s unique cultural identity.

Issues facing the City include challenges with yards that are out of compliance, drought and runoff concerns as well as socioeconomic challenges that make it difficult for many residents to implement low water use landscapes.

High single-family home ownership rates, consistent lot sizes and conditions, and San Fernando’s rich cultural heritage as a predominantly Latino community are some of the unique opportunities present. Existing rebate and grant programs are also available provide financial assistance to residents.

This project aims to position the City of San Fernando as a leader in low water use landscapes and climate change action by providing tools, designs, and educational resources that can serve as resources for the community. We achieve this by outlining goals such as managing residential stormwater runoff, educating residents on water use efficiency best practices, reducing residential water use, and enhancing the city’s unique cultural identity.

The report provides an intuitive spreadsheet-based calculator for estimating water use and evaluating compliance, prototypical front yard designs that illustrate compliant designs and planting plans for a large percentage of the community, and swale designs for the parkways to reduce runoff by capturing and treating runoff from the street and from residential properties. San Fernando’s Latino culture is incorporated into the design vision and goals to enhance the city’s unique cultural identity while addressing low water use best practices and compliance with state guidelines.

# CHAPTER 1

## RESEARCH & ANALYSIS



# INTRODUCTION

Our community partners from the City of San Fernando have asked us to develop prescriptive compliance residential drought designs to meet statewide Model Water Efficient Landscape Ordinance guidelines. We recognize the opportunity to develop prominent residential front yard typologies while integrating cultural elements specific to the City of San Fernando into the design vision and goals.

## FIRST CITY OF THE VALLEY

The community of San Fernando was founded in 1874, making it the oldest city in the San Fernando valley. The city was officially incorporated in 1911. Its own water supply has enabled the city to stay autonomous from the City of Los Angeles, which surrounds it. According to 2020 Census, the city has a population of 23,946.

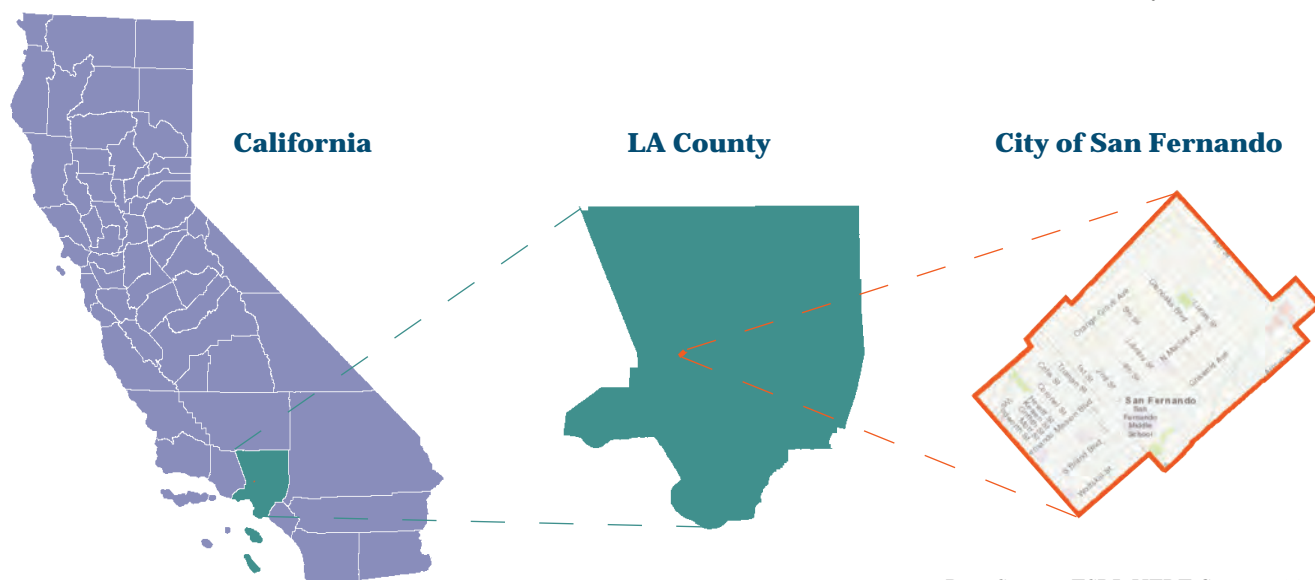
The City covers 2.37 square miles in the San Fernando Valley region close to the San Gabriel Mountains of Los Angeles County.



Lopez Adobe San Fernando, CA. Source: Jiyeon Kim



San Fernando Fiesta, 1930s.  
Source: San Fernando Valley Historical Society



Data Source: ESRI, HERE Garmin, 2022.

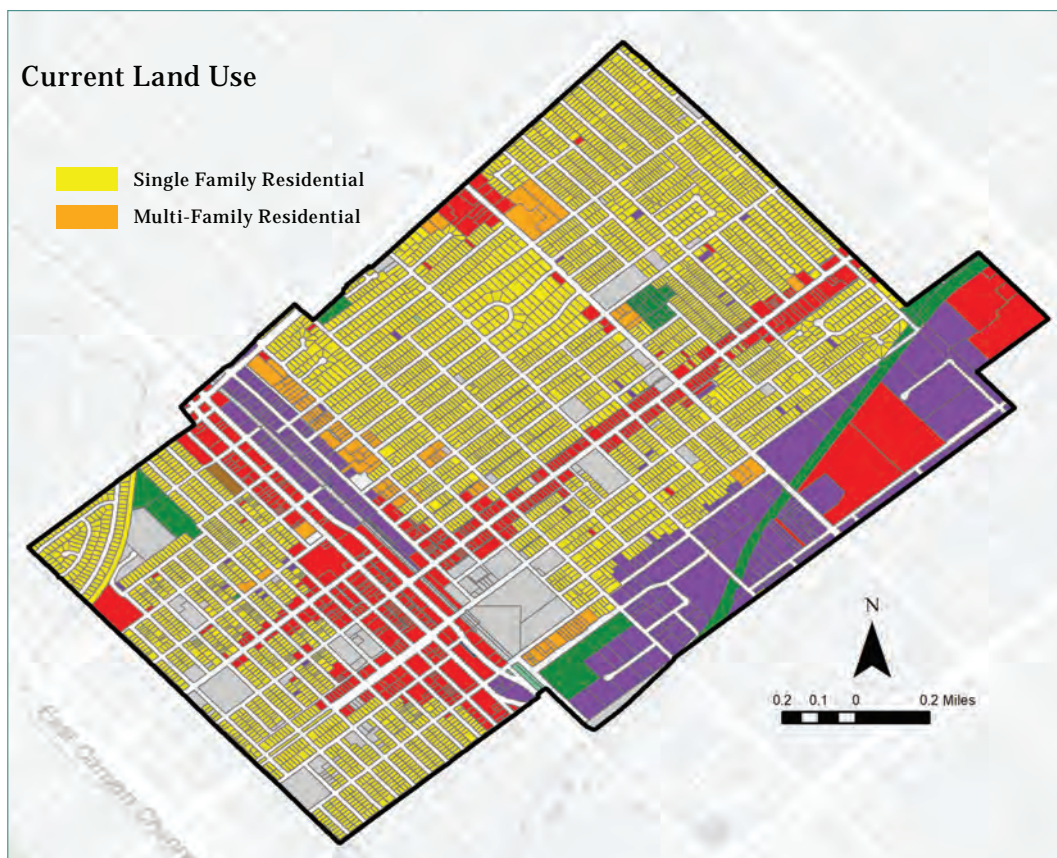
## SAN FERNANDO HOME OWNERSHIP



Owner-Occupied Housing  
Data Source: U.S. Census Bureau, American Community Survey (ACS). 2021, 5 Year Estimate

The majority of San Fernando households own their own home. The City has a higher homeownership rate than the Los Angeles County Average by more than 14%. This prevalence of high home ownership rates with the dominant housing

types being single family with front yards, means that the project can have a positive impact on a large amount of the community.



Data Source: ESRI, HERE Garmin, 2022.

## INCOME

According to the U.S. Census Bureau, San Fernando's median household income is over \$10,000 lower than the Los Angeles County Median. This suggests that household costs such as water and home improvements maybe a concern to many.

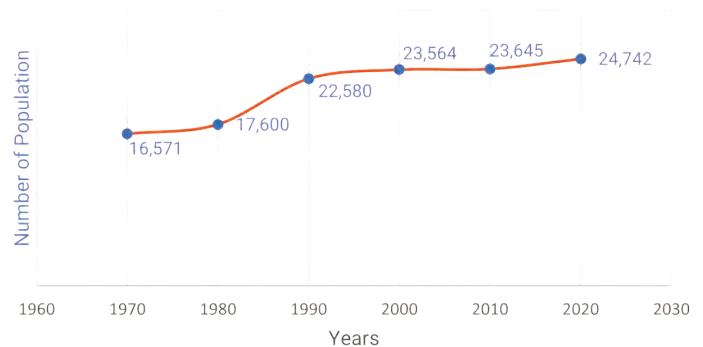
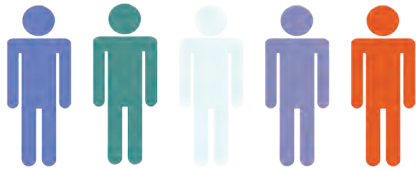


San Fernando Median Household Income

Source: U.S. Census Bureau, American Community Survey(ACS). 2021 5 Year Estimate

## POPULATION AND ETHNICITY

The City of San Fernando 's population grew substantially in the 1980s to 1990s and displayed more moderate growth beginning in 2000.

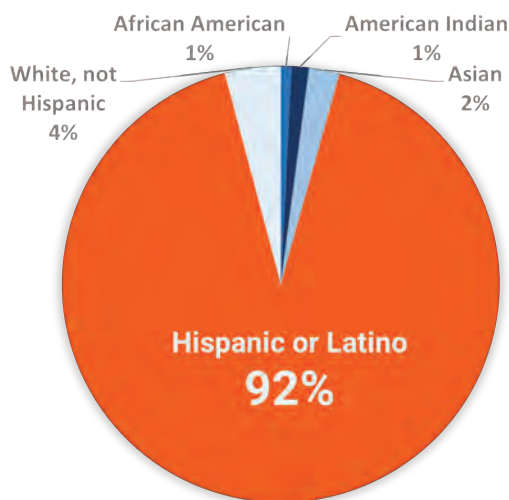


San Fernando Population Growth 1970-2020

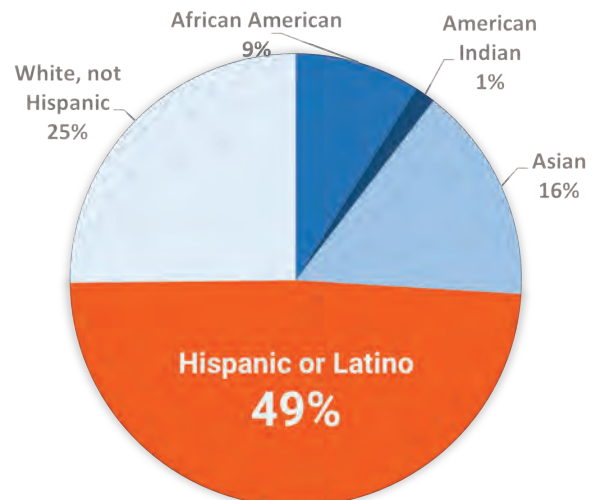
Source: State of California Department of Finance(2022).

More than 90% of the population identifies as Hispanic or Latino. In Comparison, Los Angeles County Latino Population is less than half.

Due to the large percentage of the Latino Population, Latino culture plays a dominant role in the community.



San Fernando



Los Angeles County

San Fernando and Los Angeles County Race

Source: U.S. Census Bureau, American Community Survey(ACS). 2021 5 Year Estimate



# LATINO URBANISM

The significant majority of the Latino population in San Fernando suggests that Latino Urbanism may be a useful framework for considering the use and design of public and private space in the city

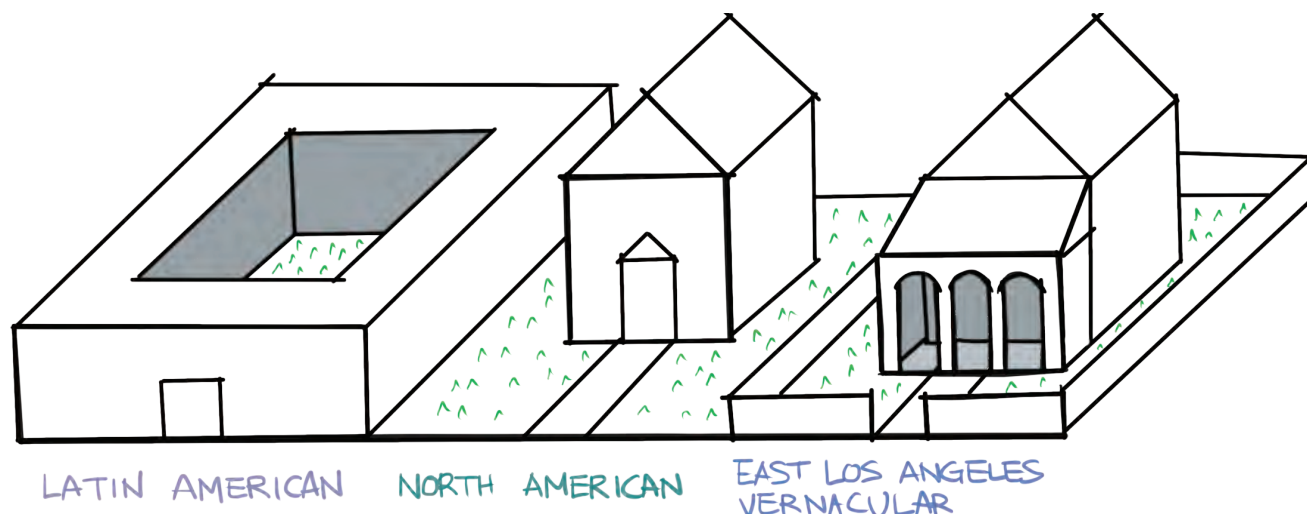
Latino Urbanism is based on the use potential and activation of a front yard as an extension of a living room. “Abuela or grandma gardens” in the design maximizes front yards by filling them with potted plants, fruit trees, and outdoor furniture. According to Los Angeles City Planning, Latino Urbanism is “a broad term used to categorize the multiple practices by which Latinos have created and contributed to the forms, functions, and cultural landscapes of American cities” (Rojas, 2021).

Latino housescape in East Los Angeles vernacular can be explained as a combination of both the courtyard in Latin America and the typical North American Single-Family Home with a manicured front yard often for visuals purpose. Latino housescape shows how the Latino Urban design evolved for cultural and social preservation. East Los Angeles Vernacular is representative of prevalent housing types in the City of San Fernando.



Typical Front Yard in San Fernando, CA.  
Photo by Jiyeon Kim.

## PLAZA + COURTYARD: LATINO HOUSESCAPE

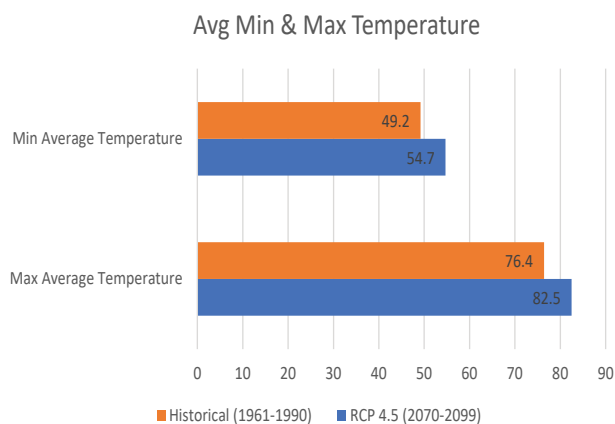


Adapted from: Rojas, J. T. (1991). The Enacted Environment

# ENVIRONMENTAL ANALYSIS

## TEMPERATURE

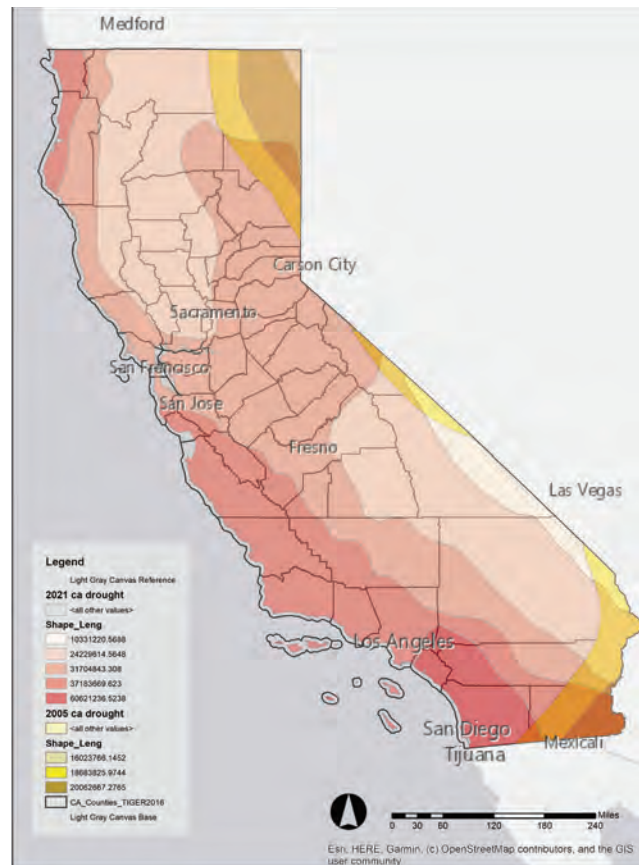
San Fernando has short, hot, and clear summers, and long, cold, wet, and partly cloudy winters. Over the year, the temperature fluctuates between 45°F to 92°F and is infrequently below 38°F. The average maximum temperature between 2070-2099 under a Medium Greenhouse Gas Emissions (RCP 4.5) Scenario will be 82.5°F, which rose from the historical average of 76.4°F. On the other hand, the minimum temperature will also increase from 49.2°F to 54.7°F. since the City of San Fernando is one of the warmest places in California, we need to minimize the risk associated with extreme heat and drought based on the expected temperature increase.



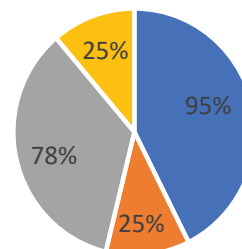
Temperature variation chart  
Data Source: Cal-adapt, Annual Averages, 2022.

## DROUGHT INTENSITY

Based on the information provided by National Integrated Drought Information System (NIDIS, 2022), the City of San Fernando, as part of Los Angeles County, is located in an area experiencing severe drought. This situation was predictable based on the temperature fluctuation shown for average minimum and maximum temperature.



Drought impacts map  
Data Source: National Integrated Drought Information System (NIDIS), 2022.

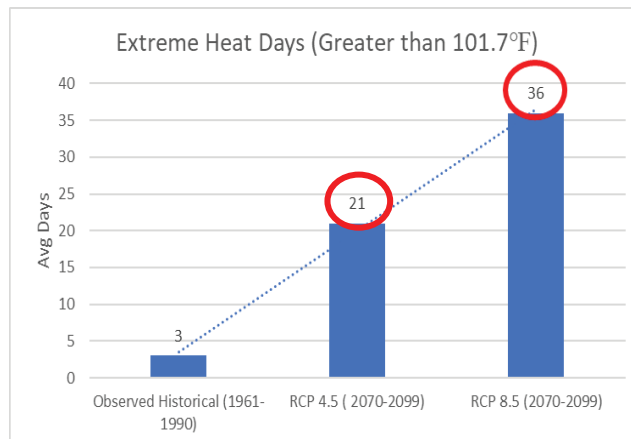


- US Drought Monitor
- Precipitation (60 day)
- Palmer Drought Severity Index
- Stream Flow

San Fernando drought intensity chart  
Data Source: National Integrated Drought Information System (NIDIS), 2022.

## EXTREME HEAT DAYS

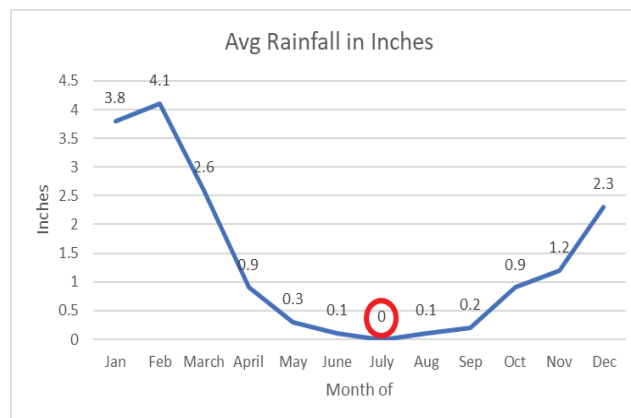
Temperatures are projected to rise substantially throughout this century as a result of climate change. During 1961- 1990, the average number of days with extreme heat above 101.7 °F was about 3. However, under a Medium Greenhouse Gas Emissions (RCP 4.5) Scenario the number of extreme heat days is projected to be 21 , and under the High Emissions (RCP 8.5) scenario the number of heat days may be 36. So, it is essential to have a plan to minimize the risk associated with extreme heat and drought.



Extreme Heat Days (Greater than 107.1 °F)  
Data Source: Cal-Adapt, Extreme Heat Days, 2022.

## PRECIPITATION

February is the wettest month in San Fernando, with 4.1 inches of rain, and the driest month is July, with an average of 0.0 inches. The wettest season is Spring, with 62% of yearly precipitation, and 1% occurs in the driest season in summer. The average rainfall in a typical year can be lower or higher than the average, leading to drought or flood events. For example, extreme precipitation events may lead to flooding, and other damaging events. So we need to go beyond sustainability to begin managing each property By paying attention to the garden's design, building soil, keeping rain on our properties, selecting climate-appropriate plants, and managing supplemental irrigation.

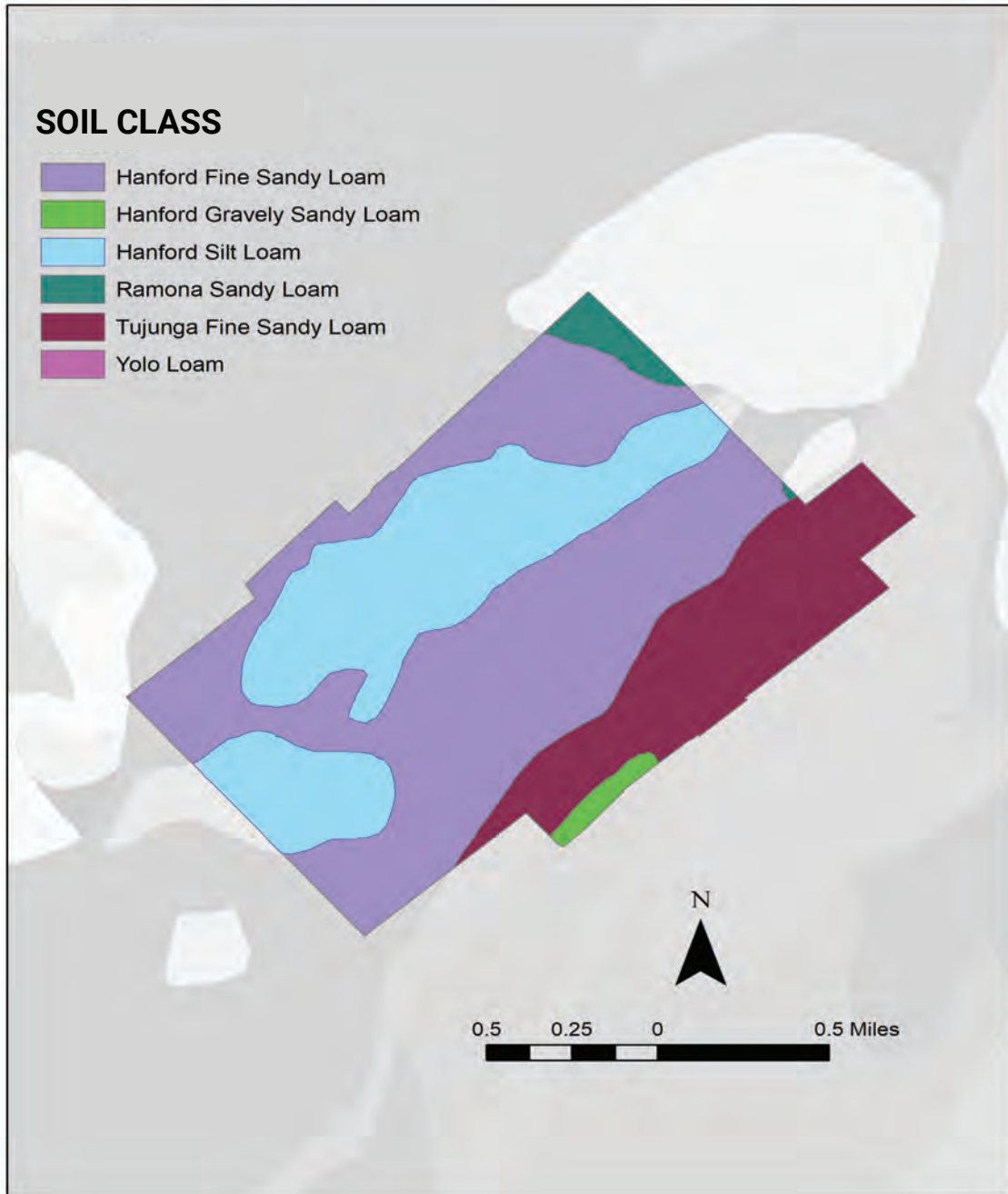


Average precipitation chart  
Data Source: Cal-adapt, Annual average precipitation, 2022.

## SOIL TYPE

According to the information provided by LA County, most of the San Fernando City soil is dictated by sandy loam followed by Silt Loam. Sandy soil can quickly drain water but does not hold significant amounts of water or nutrients for plants. Silt soils are fertile, fairly well-drained,

and retain more moisture than sandy soils but can easily get compacted. These types of soil can easily be carried by flood. So, we need to apply an appropriate design strategy to control water flow and erosion.



San Fernando soil map  
Source: EGIS, Soil Types Feature Layer, 2022.



# WATER RESOURCES



Sylmar Basin and Surrounding Ground Water Basins  
Data Source: San Fernando City Urban Water Management Plan

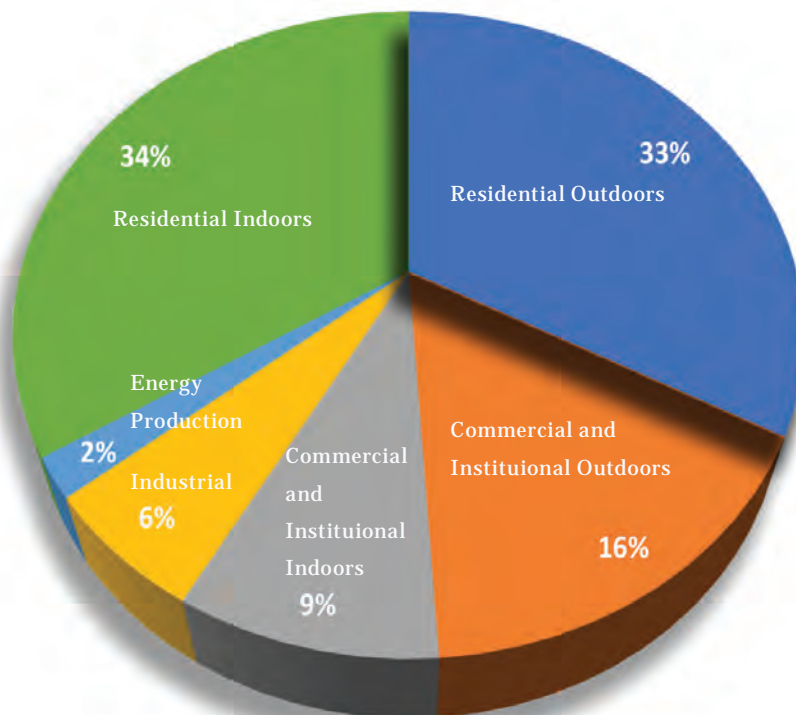
The City of San Fernando is highly dependent on local groundwater wells for its water supply, making water conservation critical to ensuring a sustainable future. Recent water well shutdowns have affected the existing ground water supplies, and forced the city to resort in alternative sources.

Metropolitan Water District (MWD) allows constant connection to water when one of the wells in City of San Fernando happens to fail. However, the city limits the amount of water they would like to import and ultimately would prefer

to avoid relying on external water supplies as it is more sustainable and cost effective. Droughts, earthquakes and power outages can hinder water agencies such as MWD to effectively deliver water during emergency.

Recent water quality and supply challenges have encouraged the City of San Fernando to redesign streets and parking lots to capture stormwater and reduce polluted runoff. In the event of rains, water picks up chemicals, waste, trash and other debris that can pollute rivers and oceans.

## LANDSCAPING ACCOUNTS FOR ROUGHLY HALF OF URBAN WATER USE



Data Source: San Fernando City Urban Water Management

## RESIDENTIAL WATER USE

According to City of San Fernando's Water use table, residents occupy more than 60% of water sales. Residents use as much water outdoors as they do indoors. In the City of San Fernando, residents alone used 1,862 acre feet of water per year. It is estimated at least 931 acre feet of water is used outdoor for landscaping. 931 acre feet of water is equivalent to 302.5 millions gallons of water.

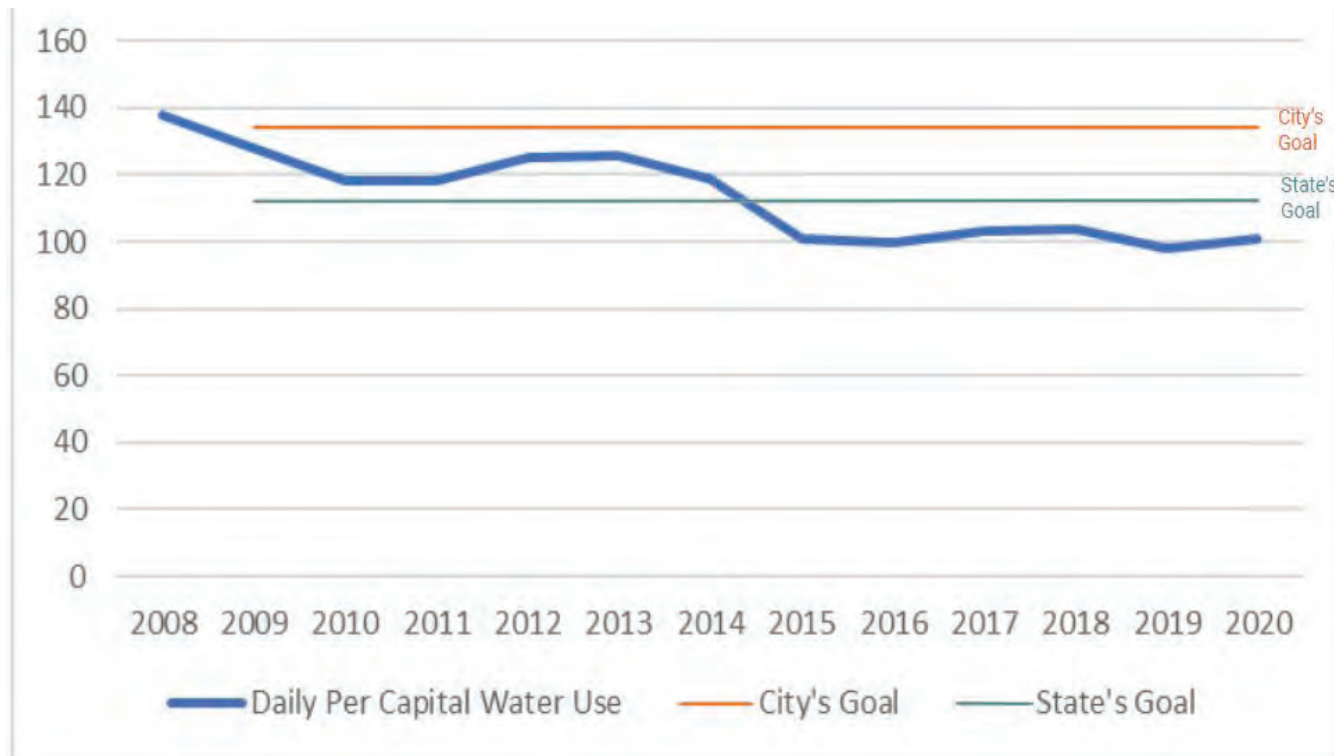


Water-Rich Landscape  
Photo by Atticus Lee.



Water-Rich Front Yard  
Photo by Atticus Lee.

## SAN FERNANDO DAILY PER CAPITA WATER USE



Data Source: San Fernando City Urban Water Management Plan

## WATER CONSERVATION

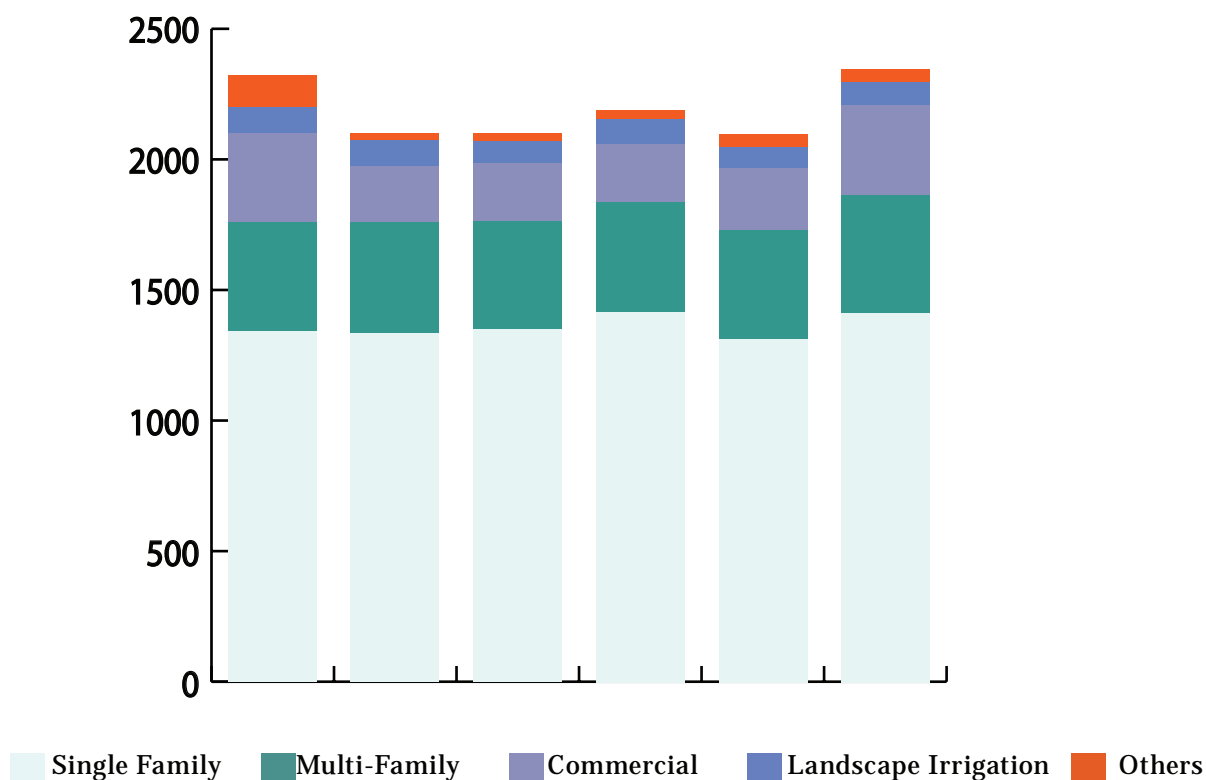
The City of San Fernando chart indicates the amount of water used per day. Before 2009, City of San Fernando residents average use of 140 gallons per day (City of San Fernando, 2021). Later the state implemented SBX7-7. This bill required residents to reduce water use by 20%. However, City of San Fernando only require residents to reduce their water use by 5%. As indicated in the chart, residents have surpassed the state's and City of San Fernando's requirement.

The residents are able to reduce the water use is partly due to the ongoing city conservation measures, including but not limited to water saving plumbing fixtures and overall conservation awareness. Although, the city have met beyond the requirements of water conservation, it is important to continue to meet and remain below the water use table. Furthermore, due to the large amount of

water being used by residential homes, the focus will continue to be residential rebate programs.

Water conservation is crucial because it is heavily impacted by climate change. Climate data allow the city to anticipate the various impact climate change can do to the city's water supplies. In the case of the city of San Fernando, where the average front yard size is 1,000 square feet, it is crucial to establish a target water usage of 48.5 gallons per household to ensure efficient and sustainable water management.

## CITY OF SAN FERNANDO WATER SALES



Water Demand per Acre Feet Data  
Data Source: San Fernando City Urban Water Management Plan

## WATER SALES

Although the total water sales in the City of San Fernando have decreased since 2015, residential services have continued to increase in water sales.

The City projected population growth is estimated to be 1.7% every 5 years (City of San Fernando, 2021). The amount of water sales would increase along with the population. However, even if the population increase, the groundwater supply should remain the same in order to not deplete the supply for future generations.

In addition, the city's water has a limit to how much can be withdrawn from the underground basins. The city's ground water is shared with City of Los Angeles, so each have a right to receive the

stored water in the Sylmar Basin. The natural safe yield is 7,140 acre feet per year. Therefore, the maximum allowed acre per year for City of San Fernando is 3,570 acre feet.

According to MWELo guidelines, San Fernando water target water use per square feet is 17.73 gallons per year. The gallons per square feet is provided by inputting San Fernando's ETo into the water budget formula. Based on the daily per capital water use chart, San Fernando currently uses 101 Gallons per day per household. It is assumed majority of the water is used for landscaping.



## MWELO

Model Water Efficient Landscape Ordinance, also known as MWELO, is created in order to control the ever increasing demands of water. The state legislature have found water itself is limited in supply. In order for California's economy to continue growing, there needs to be a adequate supply of water for the future population to use. MWELO creates a simplified process and also serves as a checklist for applicants ( typically homeowners) to understand basic landscape design, installation, and maintenance principles. Residential specific MWELO state guidelines (California, n.d.).

1. All plants within the hydrozone have similar water and sun needs.
2. Install water saving sprinklers
3. Avoid installing sprinklers within 2' of impervious surfaces
4. Direct roof runoff into vegetated areas
5. Incorporate rain gardens, cisterns, and rain barrels for use to water landscape
6. Minimize impervious areas like driveways
7. No turf allowed in planting areas less than 10 feet wide
8. 3 inches of mulch shall be installed in all non-turf planting areas, unless prohibited by fire code

## WUCOLS

In order to comply with MWELO, homeowners are required to submit a landscape package to the city. Applicants generally are required to submit a water efficient landscape worksheet. This work sheet consists of hydrozone information and water budget calculations. The water budget calculations uses plant factors from Water Use Classification of Landscape Species, also known as WUCOLS.

Species factor is used to determine the amount of water needed to maintain the health and appearance of the type of vegetation (Finch,2023). Species factor ranges apply to all type of plants regardless of type. WUCOLS is able to categorize species such as tree, shrub, ground cover, vine and herbaceous.

- Very Low < 0.1
- Low            0.1 - 0.3
- Moderate    0.4 - 0.6
- High           0.7 - 0.9

WUCOLS plant water needs are determined from numerous amount of field observations. Different type of plant species are categorize in value ranges based on previous experience irrigating the particular species (Finch,2023).

MWELO achieves sustainability through specific requirements related to soil, plants, irrigation, stormwater, and non-potable water supplies (California, n.d.). It sets an upper limit for the water budgets of landscape projects. MWELO encourages landscapes with less water by driving water efficiency through the thoughtful selection of climate appropriate plants, organic soil amendmets, water saving irrigation devices, and the use of alternative water supplies. Last but not least, it encourages the innovation of landscaping equipment, products, and materials that use less resources and create tools that are more efficient.

## PLANT WUCOLS RATINGS

Legend	Legend
Very Low	Moderate
Low	High
Moderate	Not Rated

## CITY APPROVED PLANT LIST

The following lists are the plants suggested by the City of San Fernando, and we categorized them by their WUCOLS rating. The gray shows many of the plants are not listed in WUCOLS, making the permitting process more difficult for residents.

Latin Name	Common Name	Plant Type	Wucols Rating
<i>Cinnamomum camphora</i>	Camphor Tree	Canopy Tree	Moderate
<i>Pistachia chinensis</i>	Chinese Pistache	Canopy Tree	Moderate
<i>Platanus acerifolia</i>	London Plane Tree	Canopy Tree	Not Rated
<i>Platanus racemosa</i>	California Sycamore	Canopy Tree	Moderate
<i>Quercus agrifolia</i>	Coast Live Oak	Canopy Tree	Low
<i>Quercus engelmanni</i>	Engelmann Oak	Canopy Tree	Not Rated
<i>Tipuana tipu</i>	Tipu Tree	Canopy Tree	Moderate
<i>Ulmus parvifolia</i>	Chinese Evergreen Elm	Canopy Tree	Low
<i>Agonis fluxuosa</i>	Peppermint Tree	Specimen trees	Low
<i>Eucalyptus ssp</i>	Eucalyptus	Specimen trees	Moderate
<i>Ginkgo biloba</i>	Maidenhair Tree	Specimen trees	Not Rated
<i>Olea europaea</i>	Olive Tree	Specimen trees	Not Rated
<i>Pinus eldarica</i>	Afghan Pine	Specimen trees	Not Rated
<i>Schinus molle</i>	California Pepper	Specimen trees	Low
<i>Albizia julibrissin 'Rosa'</i>	Silk Tree	Flowering trees	Low
<i>Cassia leptophylla</i>	Gold Medallion Tree	Flowering trees	Moderate
<i>Cercis occidentalis</i>	Western Redbud	Flowering trees	Low
<i>Jacaranda mimosifolia</i>	Jacaranda	Flowering trees	Moderate
<i>Koelreuteria bipinnata</i>	Chinese Flame Tree	Flowering trees	Moderate
<i>Koelreuteria paniculata</i>	Goldenrain Tree	Flowering trees	Not Rated
<i>Lagerstroemia indica</i>	Crape Myrtle-multi	Flowering trees	Not Rated
<i>Malus 'Prairiefire'</i>	Prairiefire Crabapple	Flowering trees	Not Rated
<i>Pyrus kawakamii</i>	Evergreen Pear	Flowering trees	Moderate
<i>Prunus ssp</i>	Prunus	Flowering trees	Very Low
<i>Tabebuia impetiginosa</i>	Pink Trumpet Tree	Flowering trees	Not Rated
<i>Archontophoenix cumminghamiana</i>	King Palm	Palm trees	Moderate
<i>Phoenix spp.</i>	Date Palm	Palm trees	Low
<i>Washingtonia filifera</i>	California Fan Palm	Palm trees	Low
<i>Washingtonia robusta</i>	Mexican Fan Palm	Palm trees	Low
<i>Azalea ssp</i>	Azalea	Shrubs	Not Rated
<i>Arbutus unedo</i>	Strawberry Tree	Shrubs	Low
<i>Alyogyne heugelii &amp; cvs</i>	Blue Hibiscus	Shrubs	Low
<i>Bamboo spp.</i>	Bamboo	Shrubs	Moderate
<i>Buddleia davidii</i>	Butterfly Bush	Shrubs	Not Rated
<i>Camellia ssp</i>	Camellia	Shrubs	Moderate
<i>Cassia splendida</i>	Golden Wonder Senna	Shrubs	Not Rated
<i>Ceanothus var</i>	Wild Lilac	Shrubs	Not Rated
<i>Cistus purpureus</i>	Orchid Rockrose	Shrubs	Not Rated
<i>Cocculus laurifolius</i>	Cocculus laurifolius	Shrubs	Moderate

Latin Name	Common Name	Plant Type	Wulcos Rating
Cotoneaster ssp	Cotoneaster	Shrubs	Not Rated
Echium fastuosum	Pride of Madeira	Shrubs	Low
Escallonia ssp.	Escallonia	Shrubs	Moderate
Euphorbia characias 'Wulfenii'	Euphorbia characias 'Wulfenii'	Shrubs	Not Rated
Euphorbia rigida	Euphorbia rigida	Shrubs	Low
Gardenia ssp	Gardenia	Shrubs	Moderate
Grevillia ssp.	Grevillia	Shrubs	Not Rated
Hibiscus rosa-sinensis	Chinese Hibiscus	Shrubs	Moderate
Myrtus communis	True Myrtle	Shrubs	Moderate
Osmanthus ssp	Osmanthus	Shrubs	Not Rated
Penstemon spectabilis	Showy Penstemon	Shrubs	Not Rated
Podocarpus ssp.	Podocarpus	Shrubs	Not Rated
Prunus caroliniana	Carolina Laurel Cherry	Shrubs	Moderate
Pyracantha ssp.	Firethorn	Shrubs	Moderate
Rosa ssp.	Rose	Shrubs	Moderate
Arctostaphylos hookeri	Monterey Manzanita	Groundcovers	Not Rated
Ceanothus griseus horizontalis	Carmel Creeper	Groundcovers	Moderate
Cistus spp.	Rockrose	Groundcovers	Very Low
Cotoneaster dammeri 'Lowfast'	Cotoneaster dammeri 'Lowfast'	Groundcovers	Not Rated
Lantana spp	Lantana	Groundcovers	Low
Lavandula spp.	Lavender	Groundcovers	Low
Liriope muscari	Big Blue Lily Turf	Groundcovers	Not Rated
Mahonia repens	Creeping Mahonia	Groundcovers	Low
Pelargonium ssp.	Pelatum	Groundcovers	Not Rated
Rosmarinus officinalis	Rosemary	Groundcovers	Moderate
Salvia spp.	Sage	Groundcovers	Moderate
Santolina chamaecyparissus	Lavender Cotton	Groundcovers	Low
Trachelospermum jasminoides	Star Jasmine	Groundcovers	Moderate
Verbena spp	Verbena	Groundcovers	Moderate
Bougainvillea ssp.	Bougainvillea	Vines	Not Rated
Distictis buccinatoria	Blood-Red Trumpet Vine	Vines	Not Rated
Distictis laxiflora	Vanilla Trumpet Vine	Vines	Moderate
Distictis 'Rivers'	Royal Trumpet Vine	Vines	Moderate
Jasminum polyanthum	Jasmine	Vines	Moderate
Pyrostegia venusta	Flame Vine	Vines	Moderate
Rosa cultivars	Rose	Vines	Low
Thunbergia alata	Black-eyed Susan Vine	Vines	Not Rated
Aloe spp.	Aloe	Low accent plants	Not Rated
Hemerocallis hybrids	Daylily	Low accent plants	Not Rated
Iris spp.	Iris	Low accent plants	Moderate
Kniphofia uvaria	Red-hot Poker	Low accent plants	Not Rated

City of San Fernando Preferred Plant List

Data Source: City of San Fernando Design Guidelines, Volume 1: Single-Family Residential

# RESIDENTIAL TYPOLOGIES

As we consider water use in the residential landscape, we identified different front yard types found within the City. During field observations and meetings with our community partner, three residential types were established by observing unique front yard characteristics, household income, and lot size. The “Orange Grove” and “Mixed Design” housing type reside in

the census tract neighborhoods with the highest household income in San Fernando, \$55,000 to \$65,000, North of the train tracks. The “Old San Fernando” housing type is in the census tract with an average household income of \$35,000 to \$45,000 and falls south of the train tracks. Each has unique features that display the substantial existing cultural values of San Fernando.



San Fernando Residential Typologies Map  
Source: ESRI, HERE Garmin, 2022.

# RESIDENTIAL SURVEY

The team decided that the best way to further our understanding of the residential typologies was to investigate the three areas of interest within San Fernando to learn more about the average home.

Analysis was done in ArcGIS using Los Angeles County's assessor map (Hoffman, 2020) to study each typology and find information like average lot length and width, average 1st floor building footprint, and average angle of the lots, but we still wanted a more detailed picture, one that included average setbacks so we knew where to place the average home on the lot and other factors that could help us gain a more complete understanding of the homes in the community, finding a survey of single family homes to be the best way to paint that picture.

## DATA COLLECTION

To gain insights for future design decisions that would apply to as much of the community as possible, we collected specific information regarding the front yard typologies.

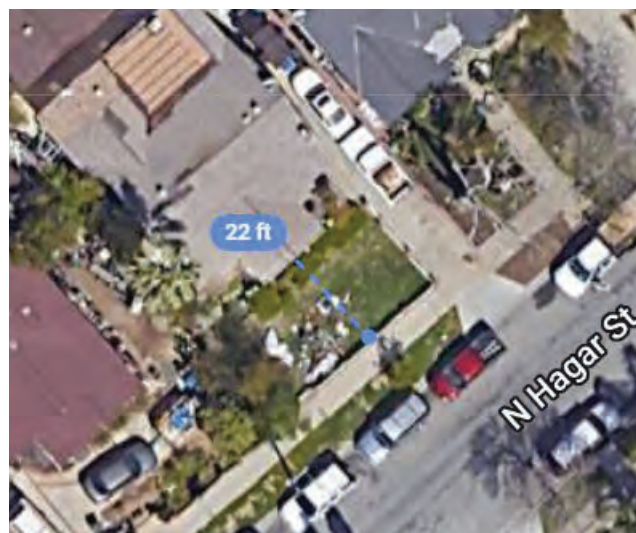
1. **Front yard setback.** Finding the setback distance of the front yards would allow us to place the buildings at the correct location in our model.
2. **Existence of parkway.** This research would allow us to understand if parkways (a strip of landscape between the sidewalk and the street) should be included in the design.
3. **Driveway type.** Based on our field research, we concluded there were three driveway types in the city, driveways running through the side yard to the back of the property, attached garages and what we categorized as "other."
4. **Existence of lawn.** Because grass lawns in are a major component of this project, we focused on their existence to better understand existing conditions of the three typologies.

5. **Existence of front yard fences or walls.** Through our field visits and research on the culture of San Fernando we found that many homes had front yard fences or walls. We wanted to understand their prevalence and distribution of the three typologies.

6. **Corner lot.** Because corner lots sit differently on the property, we wanted to understand how often this applied to single family homes.

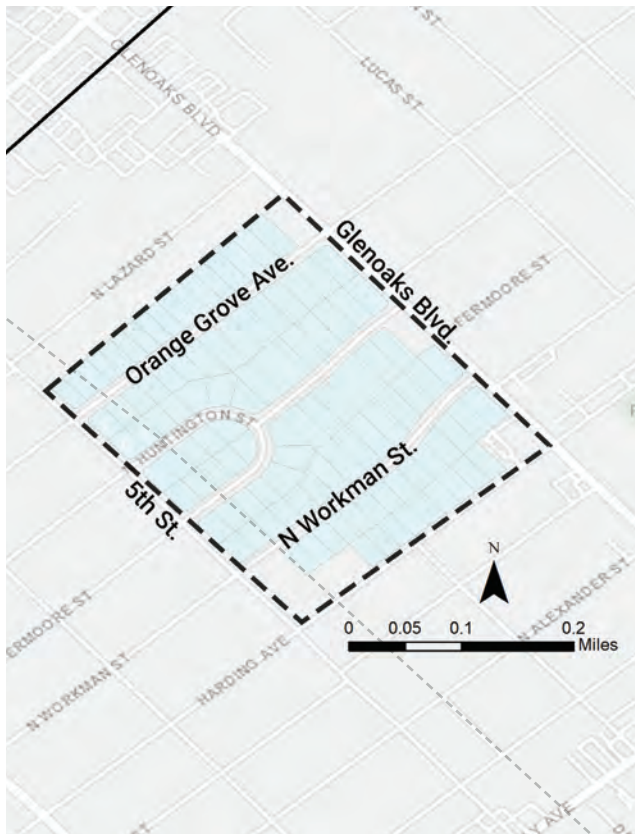
We were able to conduct a survey of each of the three typologies via Google My Maps to scan for the existence of the factors listed above and to measure the front yard setbacks. This, combine with information derived from ArcGIS, was used to create a representation an average home for each typology.

Sample sizes were determined based on the number of homes within each typology area in order to produce results with +/- 5% accuracy with 95% confidence in the Old San Fernando and Mixed Design areas. Because in the Orange Grove area we were dealing with a much smaller sample size, all of the homes of that type were surveyed. This left us with a total of 724 single family homes that we surveyed within the city of San Fernando.



Front Yard Setback Measurement, Google MyMaps, 2022





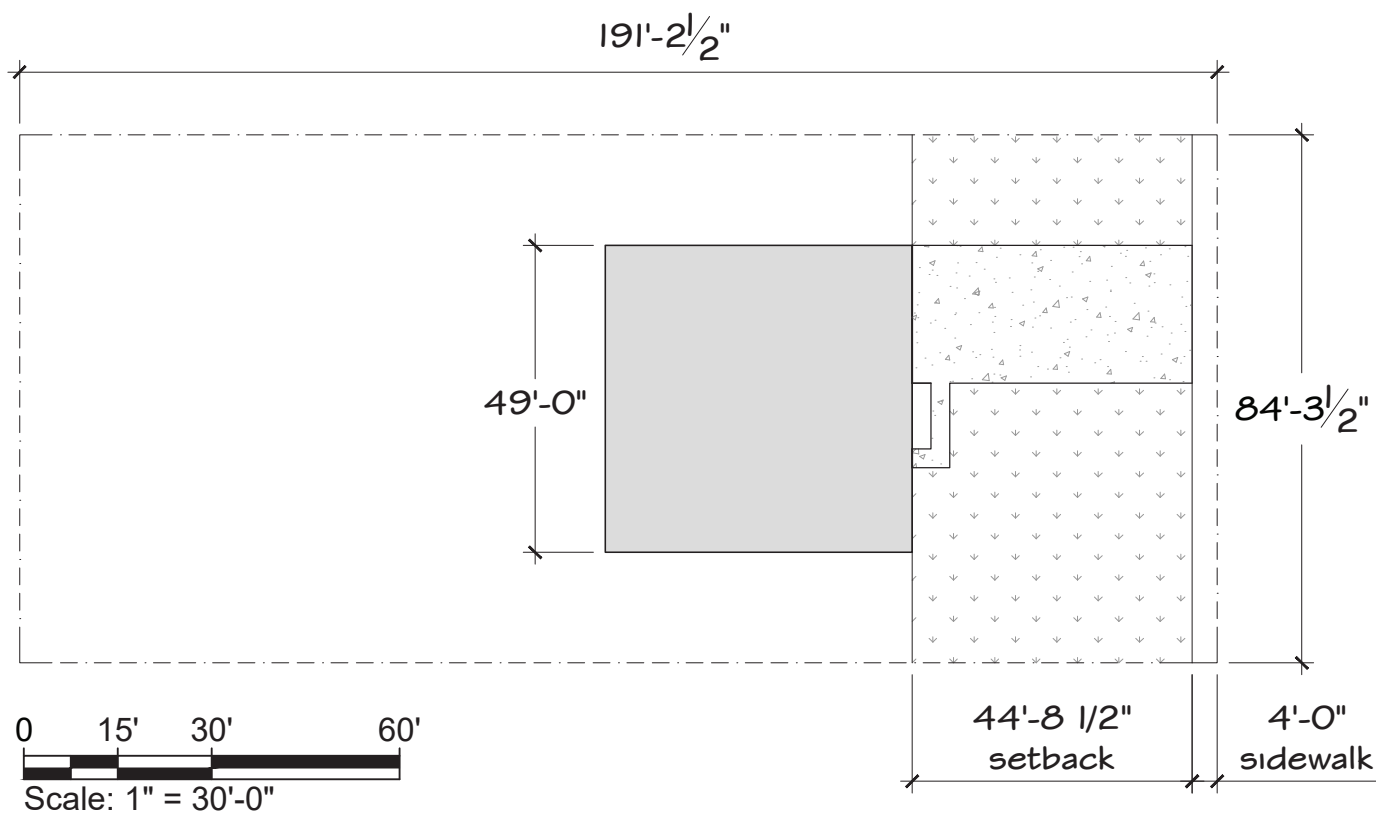
Orange Grove Housing Type Map  
Source: ESRI, HERE Garmin, 2022.

## ORANGE GROVE HOUSING TYPE

The “Orange Grove” housing type is located in the center of San Fernando in the “Orange Grove” neighborhood. The Orange Grove type is positioned north of the train tracks, which indicates an increase in household income. This area spans the blocks of Orange Grove Avenue, Huntington Street, Fermoore Street, and Workman Street, between 5th Street and Glenoaks Blvd. During our field observations, we noticed homes were generally much larger, well-maintained, and indicative of a traditional American single family suburban home. There was a large presence of houses with manicured lawns, long setbacks from the sidewalk, and fruit trees plantings lining the streets. A noticeable consistency within the housing type is the absence of fencing in front yards, which gives a very open and vast feeling to neighborhood.



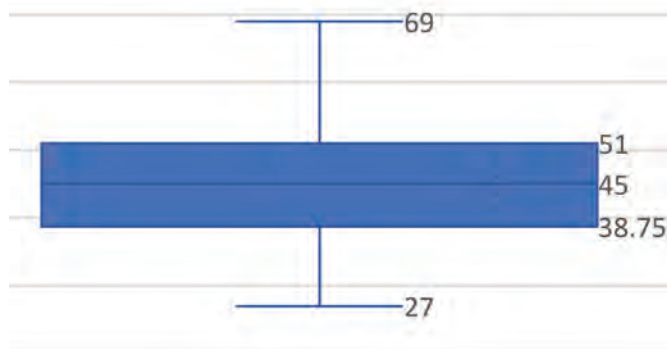
Orange Grove Front Yard in San Fernando, CA.  
Photo by Atticus Lee.



Orange Grove Survey Results Visualized in AutoCad

## ORANGE GROVE SURVEY

### Orange Grove Setbacks



Orange Grove Setback Standard Deviation, Box & Whiskers Chart

Using AutoCAD, we created a 2d representation in order to visualize the distribution of space on three different single family homes of each typology within San Fernando.

- Average setback 44'-8 1/2"
- 57% had attached garage
- 95% had lawns
- 88% had no fence
- 57% had no parkway
- 11% were corner lots

This typology had the largest home footprint lot size, and set back, especially when an attached garage was added to the 1st floor footprint. Nearly all of the properties had lawns and most did not have a fence or a parkway in the front.

Our analysis led us to believe our project could have a major impact on this typology based on high water use, the larger amount of space, and their proclivity toward ornamental gardens.





Mixed Design Housing Type Map  
Source: ESRI, HERE Garmin, 2022.

## MIXED DESIGN HOUSING TYPE

The “Mixed Design” housing type is comprised of the neighborhoods surrounding the perimeter of “Orange Grove” type but stops at the north end of the train tracks. This housing type neighbors the commercial and industrial districts of San Fernando. During our field observations, we noted lot sizes shrinking in comparison to “Orange Grove” type. In terms of front yards, a mixture of design styles populated the “Mixed Design” type, from design yards and lawns to a mixture of hardscape and soft scape and dirt yards. As this housing type is geographically the largest zone in our residential typology, this level of variance was expected. However, the relative lot size felt consistent during our field trips and meetings. A prominent component of the “Mixed Design” was the relative presence of front yard fencing opposed to the lack of fencing seen in “Orange Grove”.



Mixed Design Front Yard in San Fernando, CA.  
Photo by Atticus Lee.



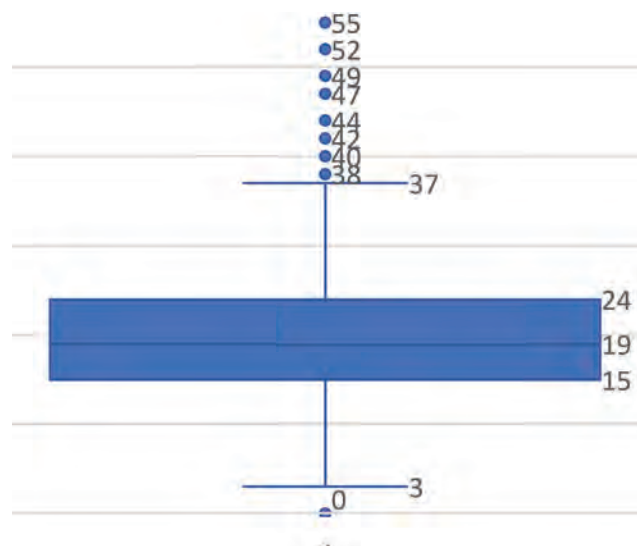
## MIXED DESIGN SURVEY

- Average setback 20'-10 3/4"
- 44% had a side yard driveway, 43% had an attached garage
- 74% had a lawn
- 82% had a wall or fence
- 92% had a parkway
- 16% were corner lots

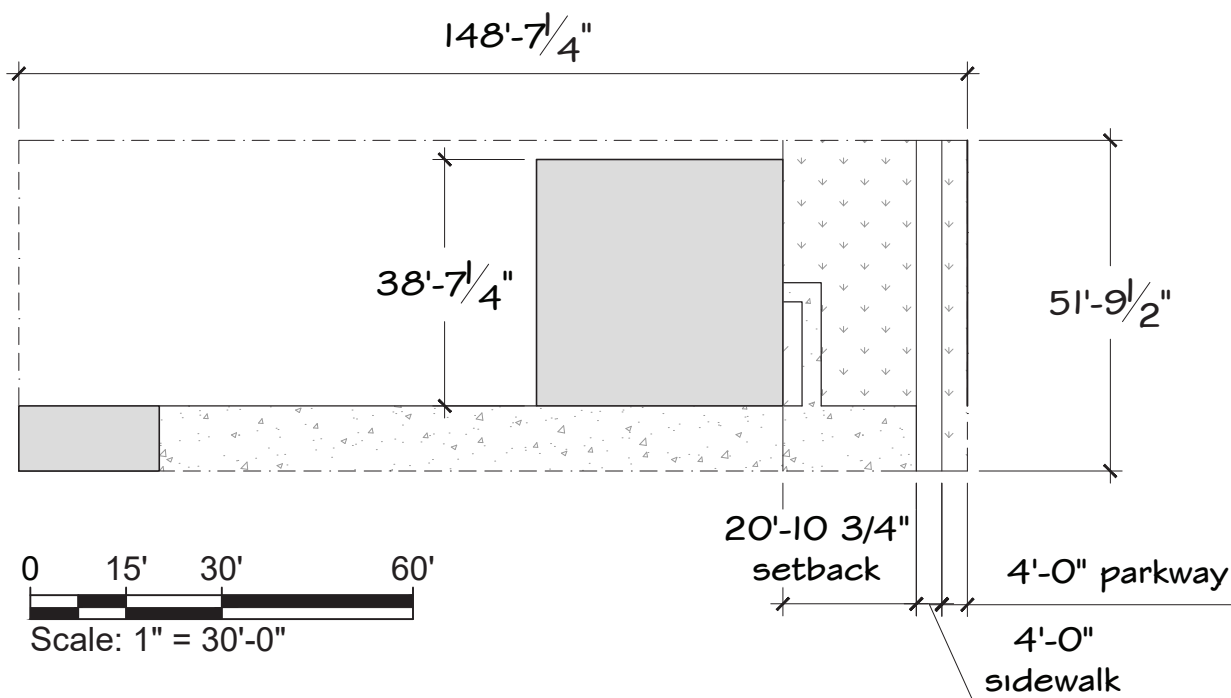
Results showed a lot size and home size slightly larger than Old San Fernando and much smaller than Orange Grove. There was near equal distribution of homes with side yard and attached driveways. Unlike Orange Grove, a large number of properties had a wall or fence and a parkway.

These results highlight the importance of considering designing a space with a fenced front yard. The high prevalence of parkways also provides an opportunity for planting, canopy, and catching stormwater runoff from the property and the adjacent street, which could help compensate for a smaller plantable area do to smaller setback,

### Mixed Design Setbacks



Mixed Design Setback Standard Deviation, Box & Whiskers Chart



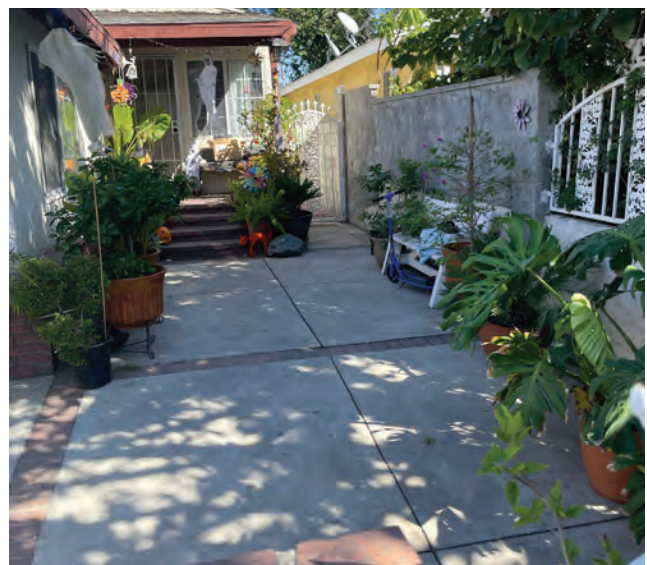
Mixed Design Survey Results Visualized in AutoCad



Old San Fernando Housing Type Map  
Source: ESRI, HERE Garmin, 2022.

## OLD SAN FERNANDO HOUSING TYPE

The “Old San Fernando” housing type is located south of the train tracks and commercial district in San Fernando. This area was described as the “old” San Fernando by our community partner, which is evidenced by the older housing stock and the presence of elderly residents. During our field observations we noticed a smaller lot size, more potted plants, an abundance of hardscape, and ample outdoor seating in front yards. Green space and lawns were not as prominent in the “Old San Fernando” type compared to the front yards in both the “Orange Grove” and Mixed Design” neighborhoods. The “Old San Fernando” housing type felt the most active, as we noticed residents using their front yard as a living room, whether they were relaxing, recreating, or gathering. These field observations align with the programming elements discussed in Latino Urbanism.



Old San Fernando Front Yard in San Fernando, CA.  
Photo by Atticus Lee.

## OLD SAN FERNANDO SURVEY

- Average setback 19'-8 1/2"
- 44% had side yard driveway, 38% attached garage 18% other
- 79 % had a lawn
- had a wall or fence
- 92% had a parkway
- 14% were corner lots

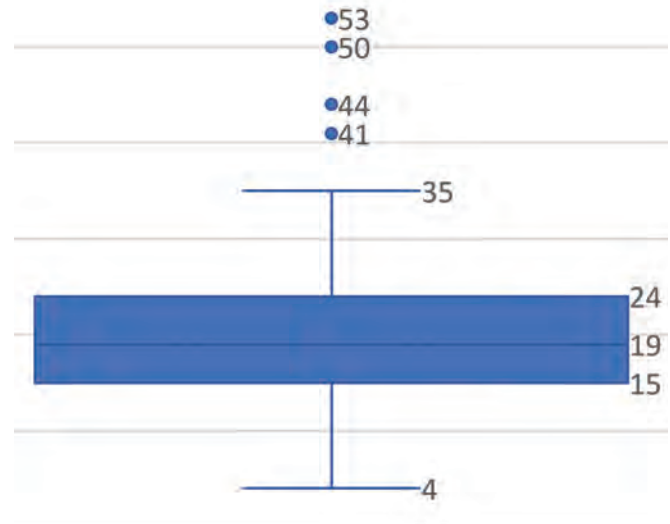
Results in Old San Fernando were similar to the Mixed Design, with a high prevalence of wall or fences, parkways, and lawns. This area had slightly smaller lot size, home footprint, and setback than the Mixed Design area.

The most notable result was the 18% other concerning the driveway type, as a higher

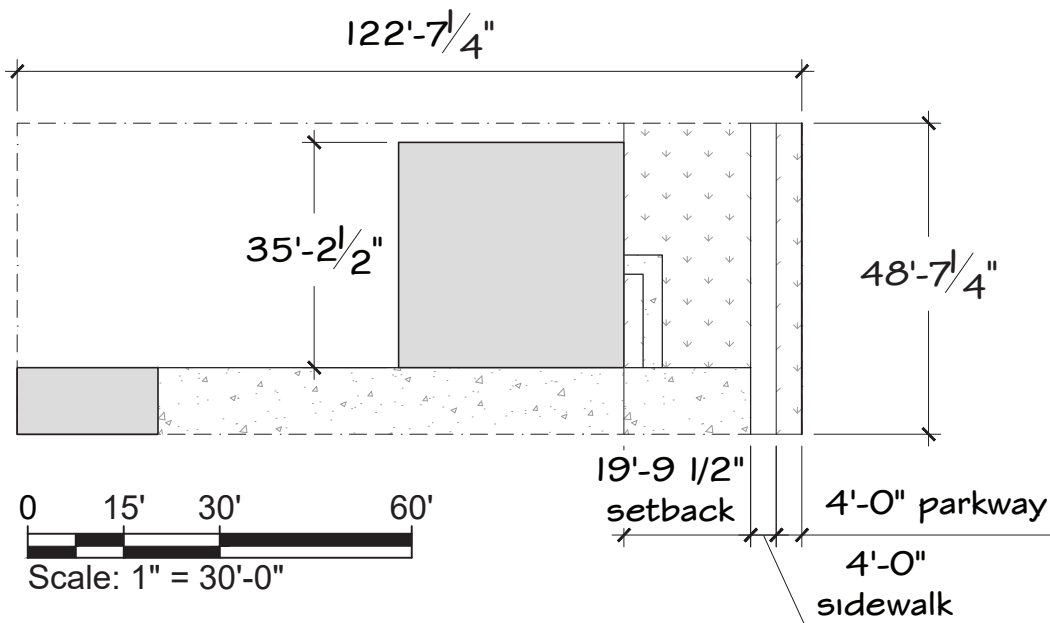
percentage of homes within this typology have no garage and may be the front yard for parking.

This area will pose a challenge for infiltration because of use of the front yard as a living room and/or parking area, however this could be mitigated by the high prevalence of parkways.

### Old San Fernando Setbacks

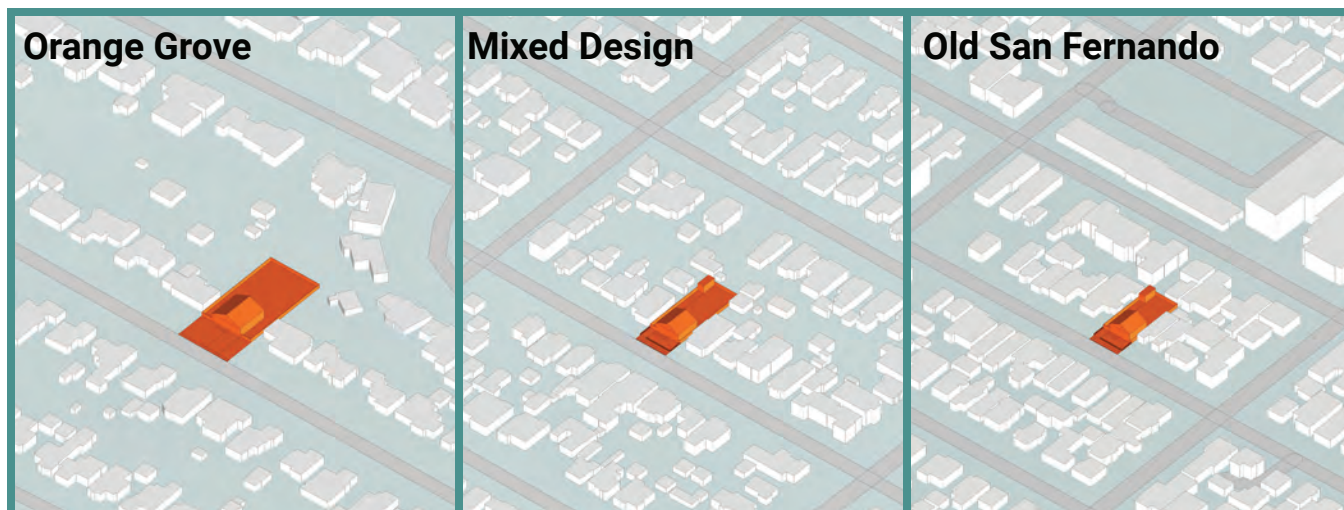


Old San Fernando Setback Standard Deviation, Box & Whiskers



Old San Fernando Survey Results Visualized in AutoCad





Survey Results Visualized in Rhino.  
Context Source: CAD Mapper, 2023.

## ANALYSIS

Once we built the 2d design of the average single family home in AutoCAD, we were able to further our understanding and confirm our results by building out 3D lots in the program Rhino 3D and placing them in their respective areas by finding neighborhood context in via CAD Mapper.

We were able to confirm, anecdotally, that our survey produced accurate results by looking at how each of our models fit into the neighborhood context. The models fit well with the setback in the neighborhoods and the lots fit in with the surrounding lot sizes, leading us to believe that our results were relatively accurate and would provide a foundation for future analysis and could be used by residents to approximate a high percentage of homes within San Fernando.

Building the model with this information also gave us the ability to perform more detailed analyses that could influence future design decisions.

## RUNOFF ESTIMATES

Using the estimates from our modeled single family lots, we took half of the roof and the square footage of the front yards to do some simple runoff modeling on each of the models.

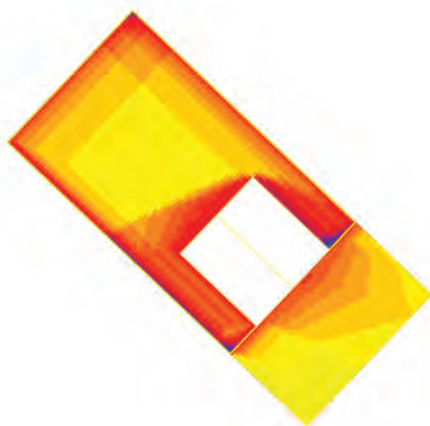
Using “Schuler’s Shortcut Method” (Dines & Brown, 2002) we found a 1” rain event would generate 596 cubic feet of runoff in Orange Grove, 219 cubic feet in Mixed Design and 190 cubic feet in Old San Fernando.

The larger roof size and larger setback of Orange Grove caused a substantially larger amount of runoff than in the other areas.

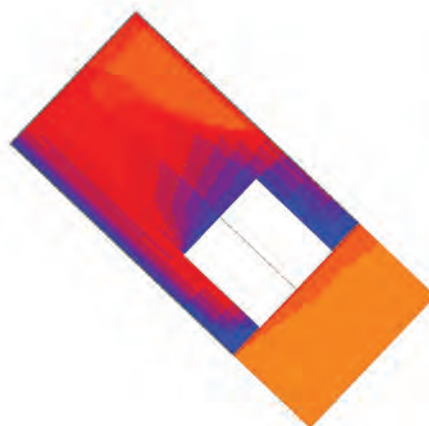
This amount of runoff would be equivalent to a 99’ long 3’ deep 2’ wide swale in Orange Grove, a 37’x3’x2’ swale in the Mixed Design area and a 32’ long, 3’ wide, 2’ deep swale in Old San Fernando, however this poses a problem in each of the areas. In Orange Grove, the lot is not 99’ long, therefore other measures, like rain barrels, cisterns or other runoff capturing methods would need to be implemented to capture all of the water from a 1” event.

In the Mixed Design area and Old San Fernando, the use of the outdoor space as a living room and presence of walls and hardscape may limit opportunities for swales and present design challenges when it comes to retaining water. However the high instance of lawns within all three of our typologies, lead us to believe that there is a large amount of space to create meaningful design interventions in any area of the city.

## SUMMER SOLSTICE



## WINTER SOLSTICE



Hours



Orange Grove Sun Hours Generated with Ladybug and Grasshopper in Rhino

## ORANGE GROVE NEIGHBORHOOD SE LOT

### SUN SHADE ANALYSIS

Working 3D models also gave us the ability to do environmental modeling using Energy Plus data in the Ladybug plugin in Grasshopper. Each typology was analyzed for sun and shade at the winter and summer solstice to understand how the sunlight hours were distributed across the three typologies at the different angles the lots most commonly appear throughout the city, one example of which is above.

Winter and summer solstice is provided as the light distribution in summer may be helpful for certain plant types, such as a more tropical palette, whereas winter sun can be used for native or Mediterranean palette.

This analysis will be used in the design to help the team understand where to place the different hydrozones, as required by MWELo and help residents understand the distribution of light over their space and how to design for plant health.

### IMPLICATIONS FOR DESIGN

These initial analyses can help inform our design process and also provide some insight into evaluating the impact of the designs once completed.

For instance, once we better understand the amount of planting, hardscape and retention elements in our design, we will be able to perform more detailed and accurate estimate of runoff. Likewise, once we understand where trees may be placed on the site or where our building sits within the surrounding context of the neighborhood, we will be able to better understand the distribution of sun and shade.

# CONCLUSION

Our group identified opportunities and constraints as we aimed to fulfill the city of San Fernando's request for a prescriptive compliance residential drought tolerant design that meets state guidelines while integrating cultural significance. Themes of rich culture, the prominence of single-family households with analogous front

yards, stormwater management potential, and educational endeavors were found in the list of opportunities. On the other hand, themes of ongoing drought concerns, limited ground water levels, existing parcels out of compliance, and cost gaps were seen as prominent constraints in our work. These opportunities and constraints act as guiding blocks to shape the vision of a water conscious San Fernando.

## CONSTRAINTS

- 1.** Drought is a prevalent concern in the present and future environmental conditions of San Fernando.
- 2.** San Fernando has a set amount of water that can be pumped in order to keep the groundwater table sustainable.
- 3.** Existing residential landscapes are out of compliance with state residential water use guidelines (MWELO).
- 4.** Current residents build without permits and are not notified or cited when they make changes to their yards that are out of compliance with state and local guidelines.
- 5.** The impacted socioeconomic status of San Fernando residents leads to cost gaps in implementing drought tolerant landscapes.
- 6.** Existing single family homes without front yard lawns use hardscape or artificial turf, which limits the ecological benefits of lawn removal.
- 7.** Current San Fernando homes do not implement best practices for low-water use landscapes including irrigation, planting, mulching and low impact development.

## OPPORTUNITIES

- 1.** The high home ownership rates and prevalence of single family homes with front yards in San Fernando enables this project to influence a large amount of residential community facing space.
- 2.** The relative similarities between homes in the community allows us to create templates that could assist a large percentage of residents with compliant designs.
- 3.** San Fernando has a distinct and rich culture that can help guide our design process and ensure that the unique identity of the community remains intact.
- 4.** The large percentage of single family homes fronted by existing residential parkways provides an opportunity to mitigate runoff with low impact stormwater systems.
- 5.** Existing rebate and grant programs could offer San Fernando residents financial assistance to meet City guidelines.
- 6.** Educational opportunities about low-water use best practices and design could guide residents through the prescriptive compliance process.

# CHAPTER 2

## COMMUNITY CONCEPT



# INTRODUCTION

Taking into consideration the goals of our community partners at the City of San Fernando and our subsequent research, we derived a list of goals, objectives, and actions in order increase water use efficiency.

- **Goals**

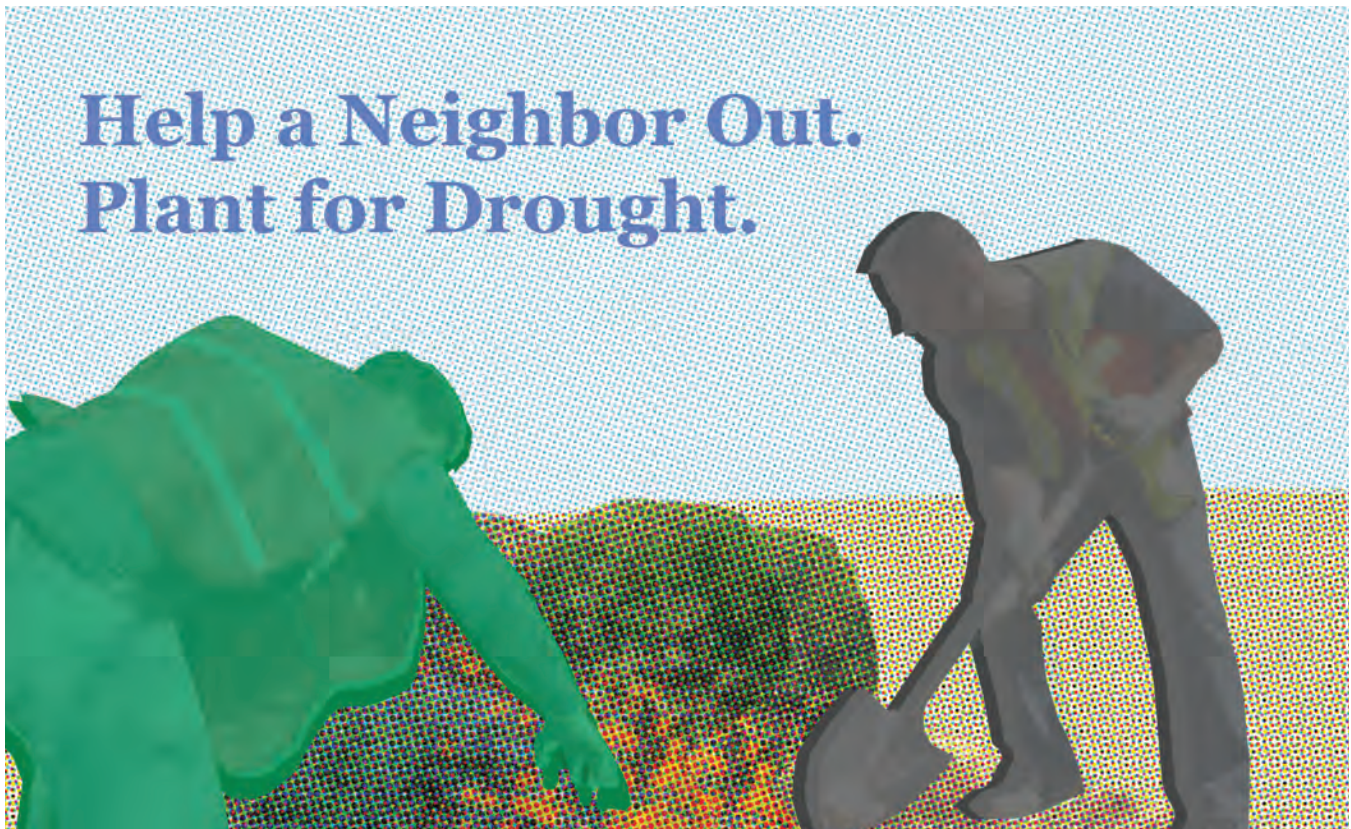
These were identified by looking at the overall vision of the project, creating drought tolerant, MWELo compliant landscapes that reflect the culture of San Fernando, and what the major and overarching means of accomplishing those goals.

- **Objectives**

Objectives were determined by analyzing necessary components of accomplishing our identified goals to ensure that there were clear means to achieve our desired outcomes.

- **Actions**

The final piece to the puzzle, actions were identified as direct and clear items that could be addressed in the design process or by the city in order to achieve each of the objectives.



Educational Graphic  
Context Source: Atticus Lee

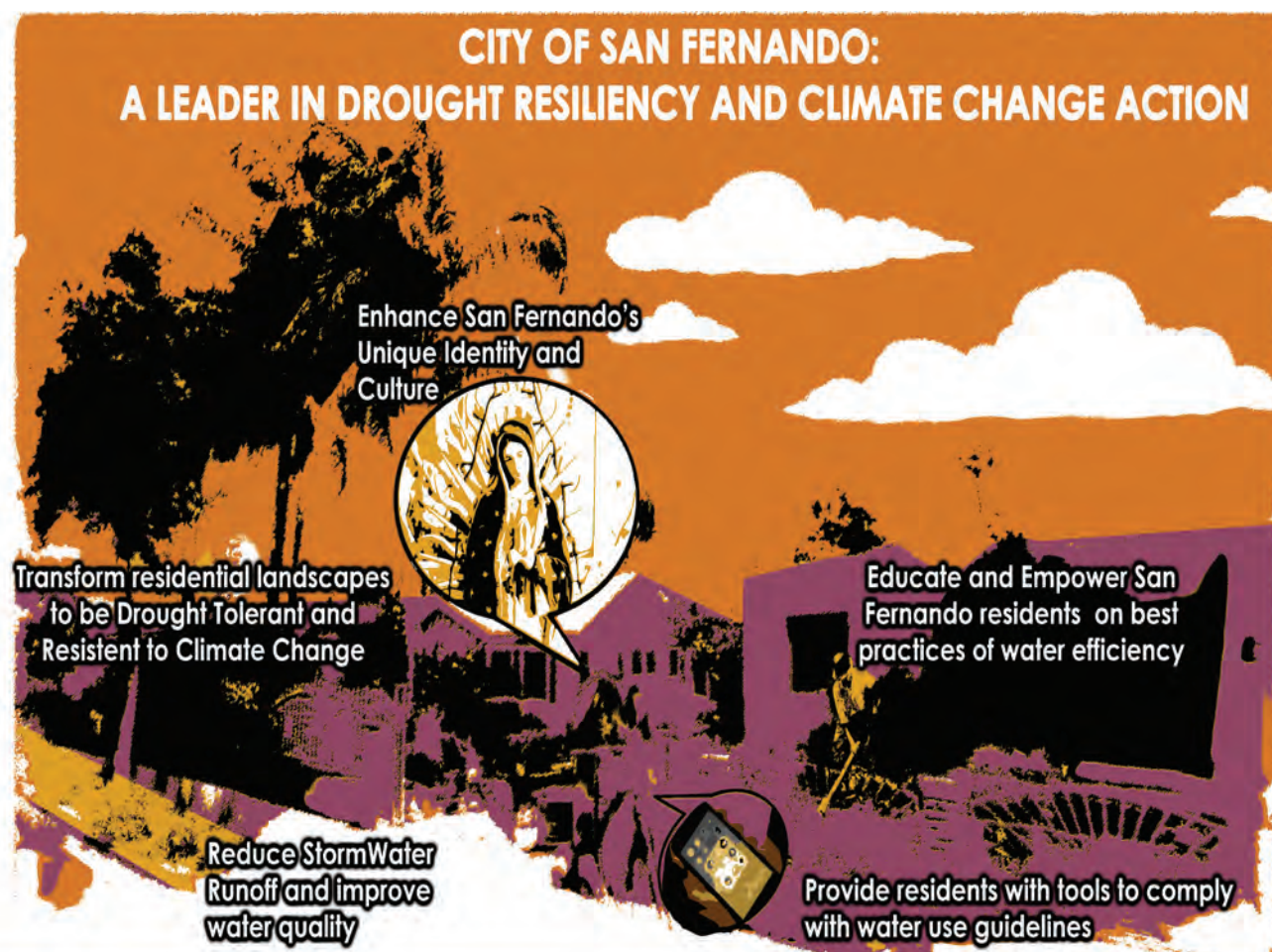


# VISION STATEMENT

Our vision is for San Fernando to be a leader in drought resiliency and climate change action by providing the community with tools, concepts and educational resources to transform residential neighborhoods into water efficient landscapes. Our work aims to guide the city toward continued compliance with state guidelines while preserving San Fernando's rich cultural identity.

# GOALS

1. Reduce residential water use to address drought concerns and a changing climate.
2. Provide residents and administrators of San Fernando with tools to comply with California Water Use Guidelines.
3. Enhance the identity of San Fernando inspired by its unique culture.
4. Manage residential stormwater runoff to improve water quality and reduce runoff quantity.
5. Educate and empower San Fernando residents to implement best practices of water efficiency.



Vision Graphic  
Context Source: Clarence Vong

# GOALS, OBJECTIVES, & ACTIONS

**GOAL 1** Reduce residential water use to address drought concerns and a changing climate.

## Objectives

## Actions

### #1

Prescribe the use of drought tolerant and climate resistant plant species in residential landscapes

- A. Provide prescriptive front yard designs for different types of residential landscapes that prioritize drought tolerant and climate resistant species.
- B. Group plants in prescriptive designs based on water needs to reduce irrigation demand.
- C. Approve drought tolerant and climate resistant plant lists for use by residents.

### #2

Reduce annual residential landscape water use by an average of 17.7 gallons per square foot.

- A. Create an easy tool for calculating proposed landscape water usage.
- B. use grass or artificial turf on a limited basis, only for play areas or small gathering spaces.
- C. Promote drip irrigation for most of residential landscapes.
- D. Promote rainwater harvesting at homes to reduce city water use.

### #3

Provide flexibility and diversity for drought tolerant and climate resistant front yard designs.

- A. Provide multiple prototype designs for each zone to illustrate the different conditions, such as orientation, corner lots, different front yard uses, etc.
- B. Provide residents with plant layout templates for planting plans.
- C. Provide residents with tools and resources to propose their own designs and easily evaluate them for compliance.

## **GOAL 2** Provide residents and administrators of San Fernando with tools to comply with California Water Use Guidelines.

### **Objectives**

### **Actions**

#### **#1**

Provide prototypical designs as examples and inspirations for residents in different situations.

- A. Identify common typologies of residential sites in Type 1 - Type 3.
- B. Generate designs for each typology to illustrate compliance with MWELO while accommodating different use and site conditions.
- C. Provide calculations for each design to demonstrate MWELO compliance.
- D. Provide typical construction details.
- E. Provide pre-designed modular plot plans for residents

#### **#2**

Provide an easy to use spreadsheet calculator for residents and staff to assess compliance for proposed designs.

- A. Identify water consumption target for residential landscapes in the calculator.
- B. Incorporate WUCOLS data on water needs of plants to model consumption.
- C. Provide clear indicators for users when their proposed design is in compliance or not
- D. Provide a list of plant in the spreadsheet with images corresponding to the plant name.

#### **#3**

Design tools and resources for inexperienced users and make them easily accessible.

- A. Provide a link to toolkit with sample designs on city's website.
- B. Provide a "How To" guidebook and instructions on using the toolkits and calculator.
- C. Consider app development for easy access and usage for everyone in the future.
- D. City to translate tools and resources in Spanish.

## **GOAL 3** Enhance the identity of San Fernando inspired by its unique culture.

### **Objectives**

### **Actions**

#### **#1**

Encourage front yard use and provide a sense of place within the community.

- A. Create design options to encourage residents to use their front yard as an extension of their living room for activities such as gathering, playing, and sitting.
- B. Provide ways residents can better utilize their front yard space in supporting and preserving their unique culture.
- C. Design front yard spaces to maintain visibility and connection with the street and sidewalk, to promote interactions with neighbors.

#### **#2**

Incorporate culturally appropriate planting as well as plants native to San Fernando.

- A. Produce a list of drought tolerant and climate resistant cooking herbs, edible plants and fruit trees.
- B. Provide a list of California native and non-native plants regionally appropriate for the City of San Fernando.
- C. Maintain a process for adding species to approved plant lists, tools are resources, as requested by community members.

#### **#3**

Develop a process of revealing cultural identities of residents in San Fernando.

- A. Conduct community engagements to better understand the needs and wants of the residents of the city.
- B. Develop a workshop or an activity for residents can use as inspiration in their front yard spaces.
- C. Provide toolkit to turn their front yard to drought tolerant and culturally unique landscape.

## **GOAL 4** Manage residential stormwater runoff to improve water quality and reduce runoff quantity.

### **Objectives**

### **Actions**

#### **#1**

Capture the first inch of rainwater onsite for treatment and infiltration, resulting in the storage of over one million cubic gallons.

- A. Provide opportunities for storage of water for future use like rain barrels, cisterns.
- B. Design for infiltration of stormwater with rain gardens, swales and drywells.
- C. Direct roof water runoff to storage devices, plantings, swales, and gardens beds instead of streets.
- D. Encourage permeable paving to help infiltrate stormwater.
- E. Use mulch and soil amendments to allow for infiltration and to increase storage capacity.

#### **#2**

Clean stormwater runoff.

- A. Filter roof and street water through rocks, grass, mulch and other planting.
- B. Capture, hold and slow down the movement of water before it runs to the street to prevent pollution.

#### **#3**

Intercept and infiltrate stormwater runoff through parkway design.

- A. Use curb cuts to channel water from adjacent streets into parkways.
- B. Incorporate drywells, swales, and rain gardens and detention basins in parkways to infiltrate water.
- C. Provide information about how to create and maintain drywells, swales, rain gardens, and detention basins.

## GOAL 5 Educate and empower San Fernando residents to implement best practices of water efficiency

### Objectives

### Actions

#### #1

Provide tools and resources that enable residents to understand the importance of water efficiency and assists their efforts to reduce water consumption.

- A. Educate residents on best low water use practices through prescriptive designs.
- B. Encourage residents to share knowledge and labor to implement designs.
- C. Inform residents on drought tolerant design through interactive community workshops.
- D. Provide a drought tolerant plant list and palettes on the city website.

#### #2

Increase awareness and access to assistances programs and resources to help pay for landscape changes.

- A. Provide a drought tolerant plant list and palettes on the city website.
- B. Produce list of local nurseries and free gardening & landscape resources.
- C. Provide external links to existing governmental rebate and grant programs.

#### #3

Support community exploration and development of unique community identity.

- A. Hold community workshops that engage residents with the San Fernando landscape.
- B. Inform residents on Latino Urbanism and drought tolerant design through community talks and interactive workshops.

#### #4

Make all resources available in English and Spanish language.

- A. Produce informational mailable flyers with links to online city resources.
- B. Ensure access to MWELO resources on the city website.
- C. Provide external links to existing governmental rebate and grant programs.



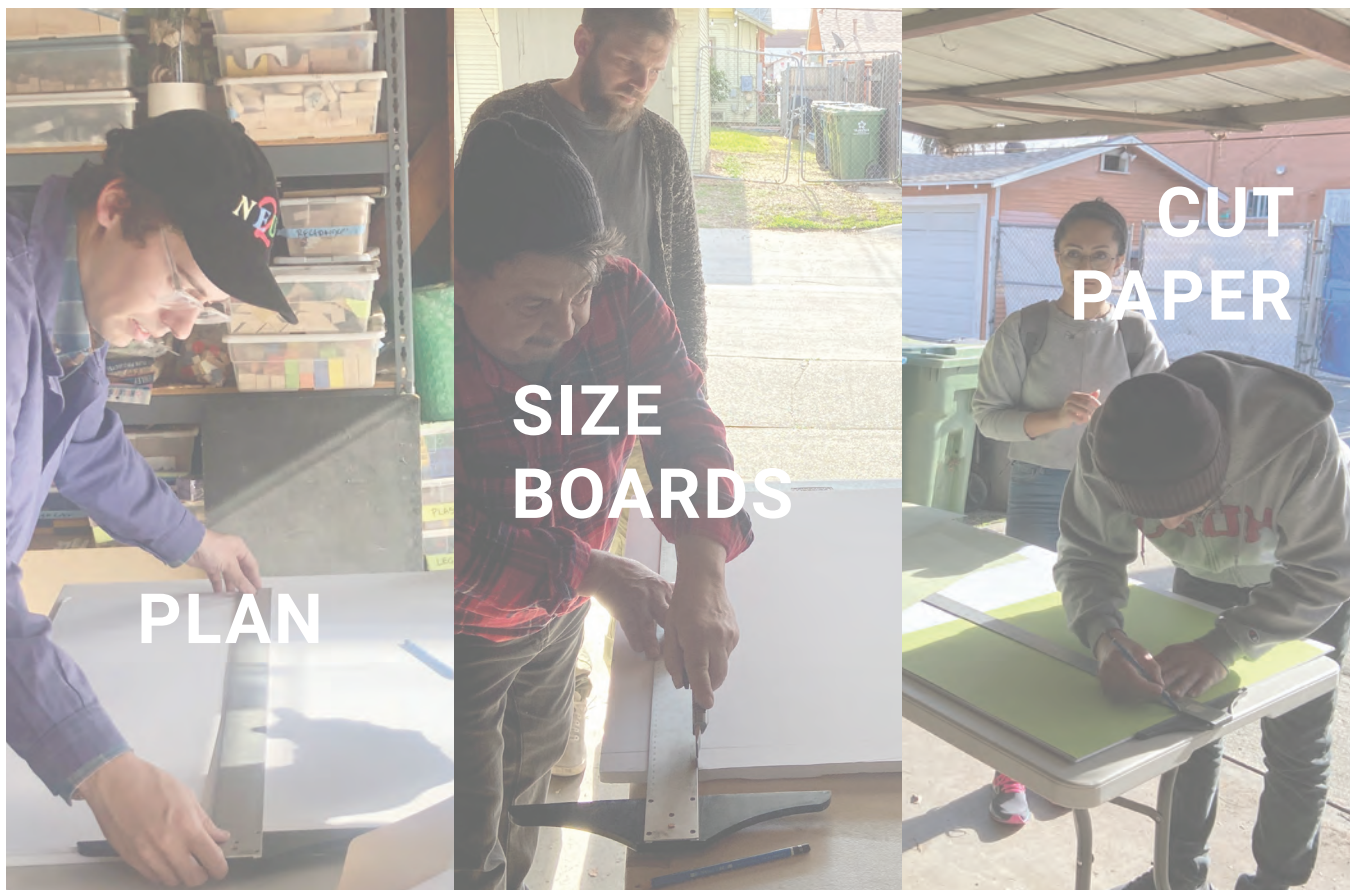
# COMMUNITY ENGAGEMENT

Community engagement is a crucial factor when designing vernacular space for residents of San Fernando. During our analysis phase we investigated Latino Urbanism and formed a relationship with James Rojas. James Rojas is a prominent researcher in Latino Urbanism and a strong advocate for facilitating community engagement in the form of “place it” workshops as described in his book *Dream, Play, Build* (Rojas & Kamp, 2022). Our group had the opportunity to meet James and develop an educational streetscape model based on the goals and objectives of the project. James guided the process of building a physical model that can be easily transported to the location of a community engagement meeting in San Fernando.

## MODEL BUILDING

During the model building process with James, we had to consider the audience, context, areas of variance, and the streetscape elements of the typical San Fernando street. As the focus of this exercise is to engage residents in the imagination of what their neighborhood could look like, we decided on a ratio of 1/3 streetscape elements like roads, bike lanes, sidewalks, and parkways, and 2/3 front yard space.

1. Plan the Street
2. Size the Boards
3. Cut Materials
4. Glue Materials
5. Layout & Assemble

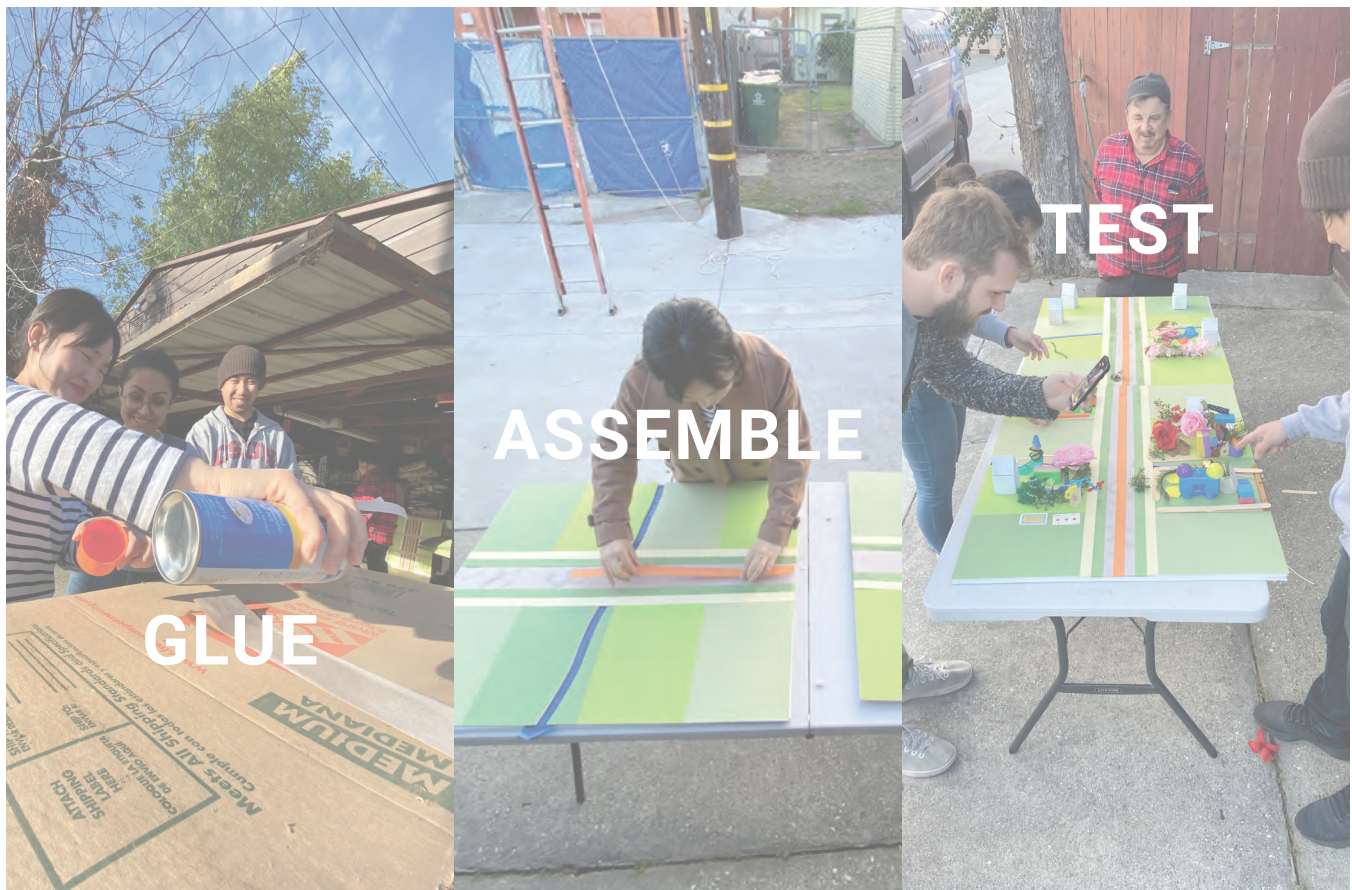


Process of Model Making with James Rojas  
Content Source: Atticus Lee

# CONCLUSION

Based on the goals, objectives and actions outlined in this plan, we have developed a number of detailed elements that are presented in the following chapter:

1. An easy-to-use calculator tool for use by staff and residents to estimate water usage and evaluate compliance.
2. Multiple prototypical front yard designs that illustrate compliant landscapes for varying use and site conditions.
3. Sample parkway designs for capturing and treating stormwater runoff.



Process of Model Making with James Rojas  
Context Source: Atticus Lee



# CHAPTER 3

## CALCULATOR TOOL AND SPATIAL DESIGNS

# MWELO MATE

## WATER BUDGET CALCULATOR

The goal of this design tool is to help residents in understanding the amount of water they should use for their landscape and how much water their dream yard would intake. In addition, they should be able to explore a variety of designs and understand how each design may fit into their yard.

Currently, there are few yards in San Fernando complying to MWELO water guidelines. MWELO's guidelines can be intimidating to residents unfamiliar with the codes. Due to local water supply condition and climate change, many governing agencies have adopted MWELO to achieve higher water savings. MWELO focuses on the sustainability, resiliency and affordability.

Thus, began the creation of the tool, MWELO MATE. It is a calculator created using formulas in the Microsoft Excel spread sheet. It aims to tackle common plan review comments. In addition, the calculator will come with instructions on how to use it. It is intended for city and residential use and will be covering both residential and commercial landscapes within City of San Fernando.

Using MWELO MATE is easy and straightforward, as long as users follow the instructions and fill out the required cells highlighted in blue. For example, here is a step-by-step guide on how to use the tool:

**Step 1:** Identify if the property is residential or commercial. Select the appropriate option by clicking on the cells.

**Step 2:** Measure the landscape area's width and length and multiply them together to get the landscape square footage. Enter this number in the "Landscape Sq. Feet" cell highlighted in blue.

**Step 3:** If there are any existing special landscape features, such as edible plants, water features,

or recreational areas, enter the square footage of these features in the "Special Landscape Sq. Feet" cell highlighted in blue. If there are no existing special landscape features, leave this cell blank.

**Step 4:** Under the "Plant" Column, select the plants from the drop down menu. If the plant is not listed, select a placeholder plant (Plant Test A ~ Plant Test D) that matches the WUCOLS rating of your intended plants.

**Step 5:** Under the "Irrigation Method" column, select the appropriate method to water the plant. The options are drip, spray, temporary irrigation, and water feature.

**Step 6:** Enter the square footage of each plant in the corresponding cell in the "Square Footage" column. Calculate the square footage by squaring each plant's maximum width. If a plant's width is 4', the square footage shall be 16'.

**Step 7:** Enter the square footage of any new special landscape area or plants. If there are no new special landscape plants or water features, leave the cells blank.

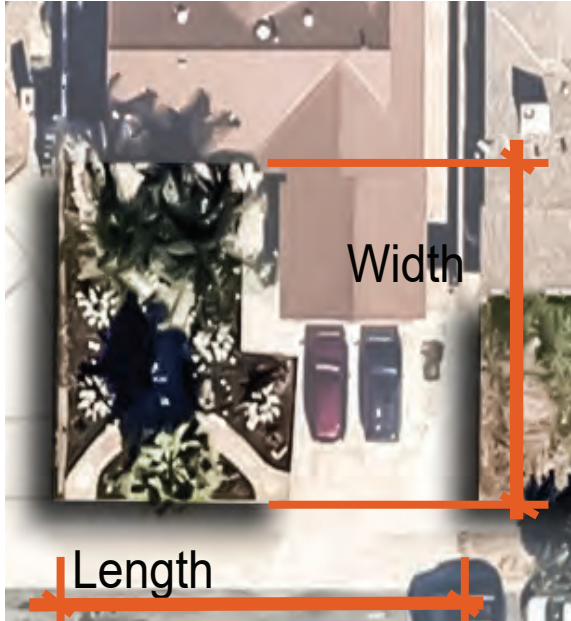
**Step 8:** Finally, verify that the total estimated water use is less than the maximum allowed water allocation. If the estimated water use is higher than the maximum allowed water allocation, adjust the plant selection or irrigation method until it meets the required limit.

By following these 8 steps, users can easily and accurately calculate the estimated water use and maximum allowed water allocation for their landscape. The tool takes the guesswork out of water usage and ensures that users are using water efficiently and responsibly.

## Step 7.

Is This a Residential Project?	YES
--------------------------------	-----

## Step 2.



### Step 3.

ETAF	0.55	SPECIAL LANDSCAPE SQ. FT.	
------	------	---------------------------------	--

### Step 4.

Plant Description	Water Use (WUCOLS Website)	Plant Factor
<div data-bbox="60 1314 211 1327"></div> <div data-bbox="60 1327 211 1354">           Select Plant from Menu            (if choice of plant is not available, use Plant A-D with Wucols rating)         </div>		

### Step 5.

Irrigation Method	Irrigation Efficiency	ETAF (Evapotranspiration Adjustment Factor)
<div>Select Type of Watering Method</div>		

LA Landscape Area (Sq.Ft.)	SLA Special Landscape Area (Sq.Ft.)	ETWU (Estimated Total Water Use)
Enter Front Yard Landscape Area Square Feet only.		

### Step 8.

MAWA =	265.98		TOTAL ETWU	0.00
--------	--------	--	------------	------

## In Compliance

[illegible]

## MODULAR BLOCKS

Another tool developed to aid residents in designing their front yard is the Modular blocks. This system is inspired by the popular game, Tetris. So the modular blocks will consist of shapes derived from the game, such as the L, Square, Straight, T and Skew. These blocks have been predesigned and extracted from given design examples.

Through the use of these modular blocks, residents do not need to worry about plant spacing, because it has been taken care of in the pre-designs. In addition, the modular blocks already have existing hydrozones for each plants and shall be in compliance with the MWELO guidelines for water use.

## How does Modular Blocks fit for all yards in City of San Fernando?

Due to the data compiled in the research and analysis portion, we have the average lot size for each of the zones. Those information is used to create the average modular block dimensions. For example, if the average lot size is 40' x 30', the average block size shall be provided in 10' x 10' increments. The maximum overall shape shall be 30'x30', whether it be L, T or Skew shape. These dimensions will insure the blocks fits in each yard when rotated or flipped.

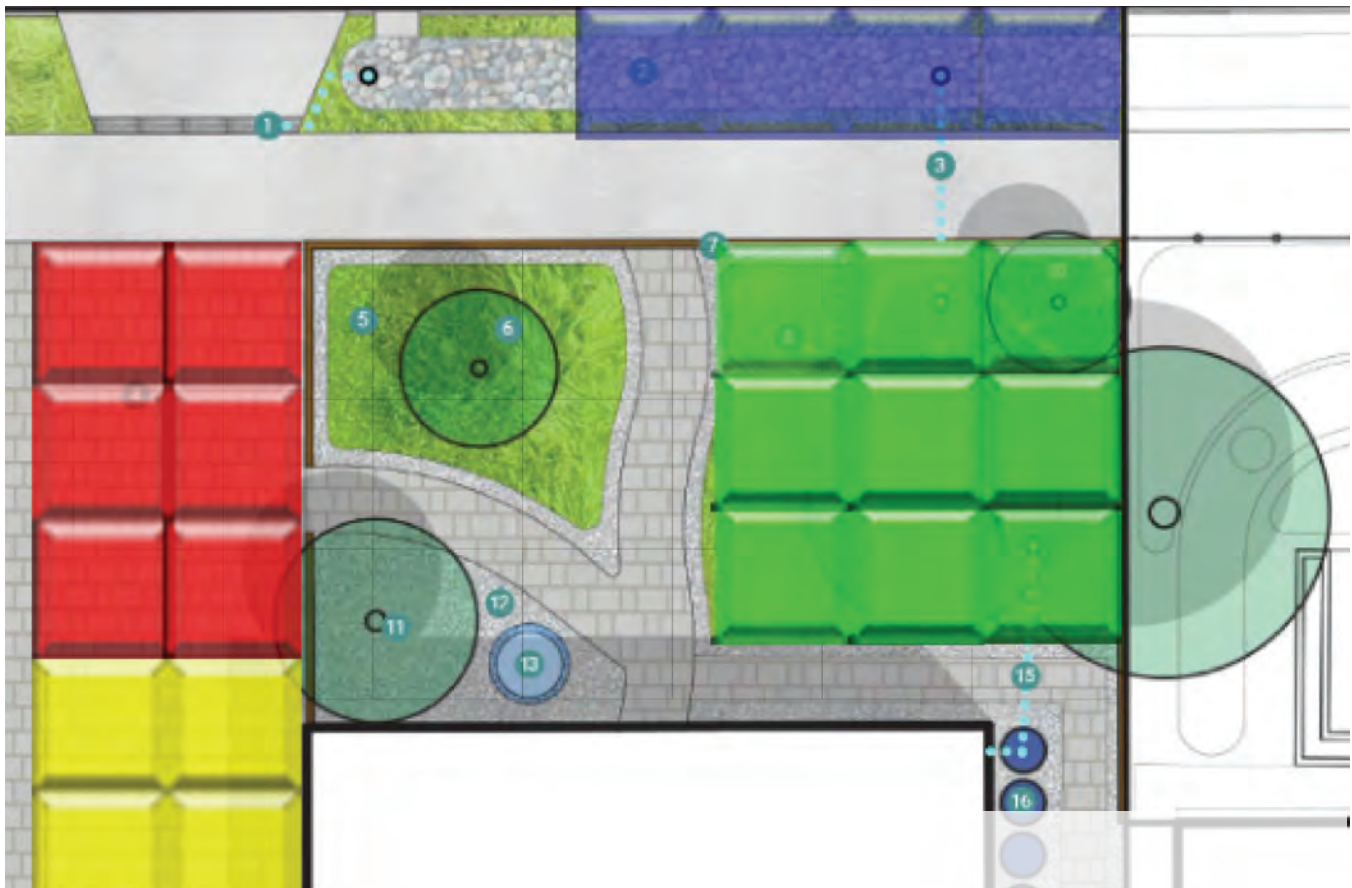
Blocks will encompass design elements. The blocks will then be categorize according to shape. Ultimately, there shall be a database for each block category with a variety of shapes to use.

**Blues** (Vegetated Barrier, Fencing, Swales)

**Reds** (Pathways, Permeable paving, Pea Gravel)

**Yellows** (Open space, Play Area, Gathering Area)

**Greens** (Shade, mulch, beds, planting area)



Modular blocks extracted from landscape design samples and color coded by design elements



EXISTING SITE PLAN BEFORE IMPLEMENTING MODULAR BLOCKS



PROPOSED SITE PLAN WITH EXTRACTED BLOCKS



# FRONT YARD DESIGNS

Our multiple prototypical front yard designs illustrate compliant landscapes for varying use and site conditions present in San Fernando today. Sets of four existing properties were selected from the “Orange Grove”, “Mixed Design”, and “Old San Fernando” housing typologies to be

re-designed into climate compliant front yards. Each set of 4 lots considers the existing site conditions of sun and lot orientation to allow for variance among the designs. Every front yard design uses a planting guide developed through Calscape (Calscape, 2023), Tree People’s vetted “City of Los Angeles Approved Street Tree List” (Tree People, 2023), and Plant Master (Plant Master, 2023) and included with MWEO MATE as resources to the city. All of the provided designs are approved via our water use calculator to meet MWEO standards.



San Fernando Prototypical Front Yard Design Site Map



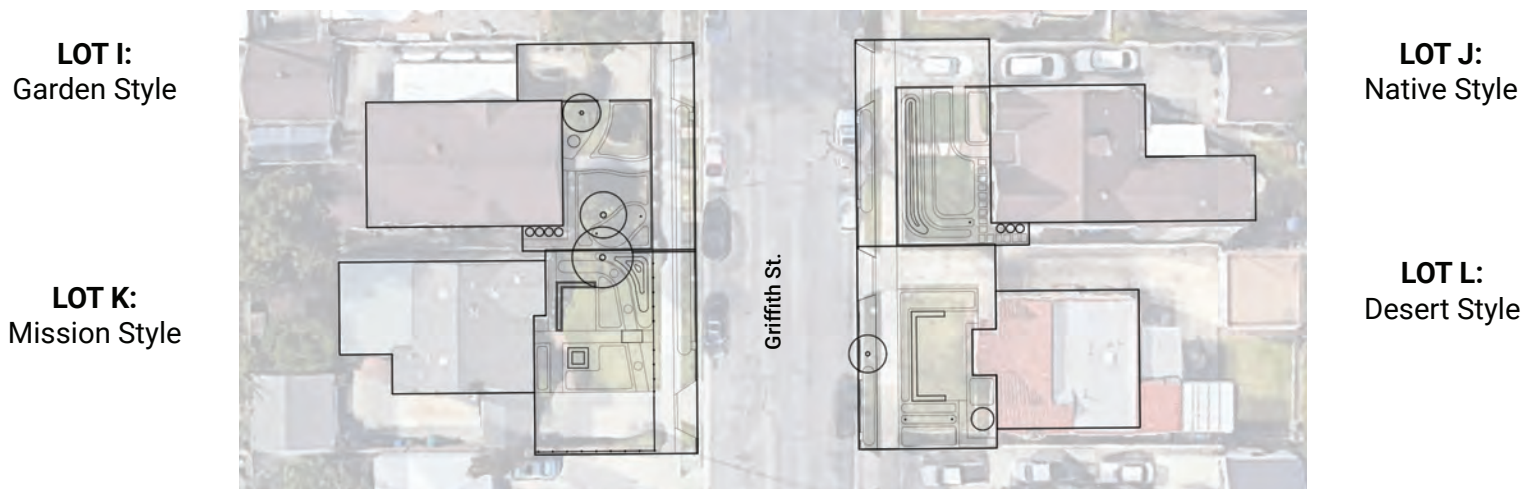
## "ORANGE GROVE" HOUSING TYPE: SITE MAP



## "MIXED DESIGN" HOUSING TYPE: SITE MAP



## "OLD SAN FERNANDO" HOUSING TYPE: SITE MAP

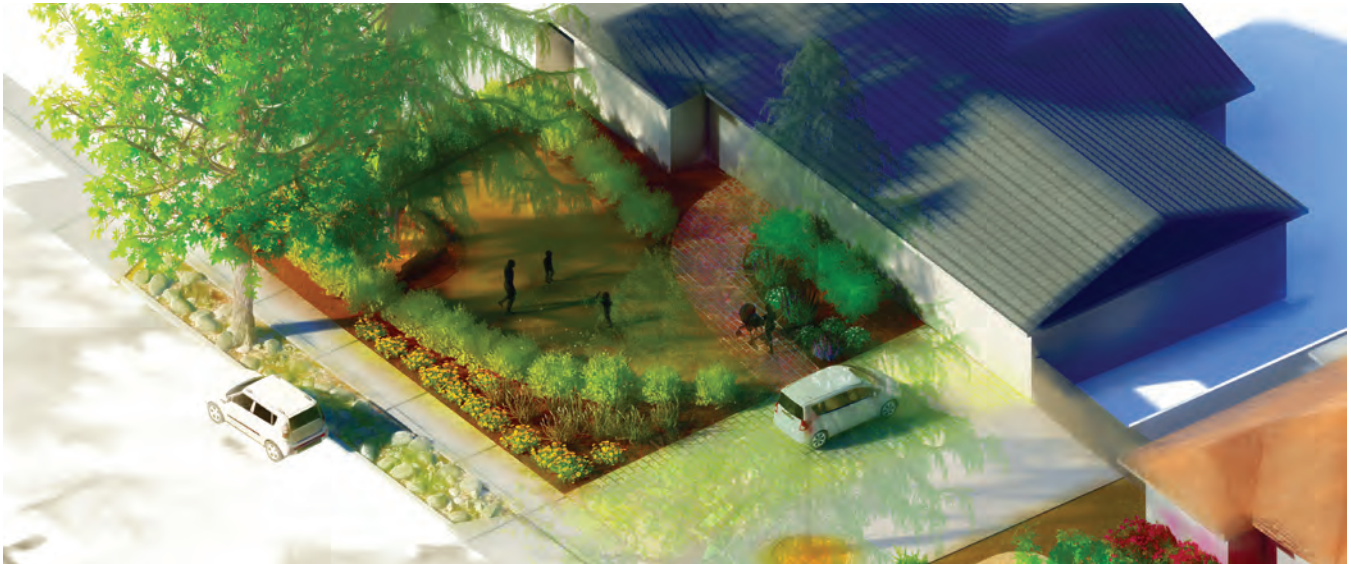


# ORANGE GROVE TYPE

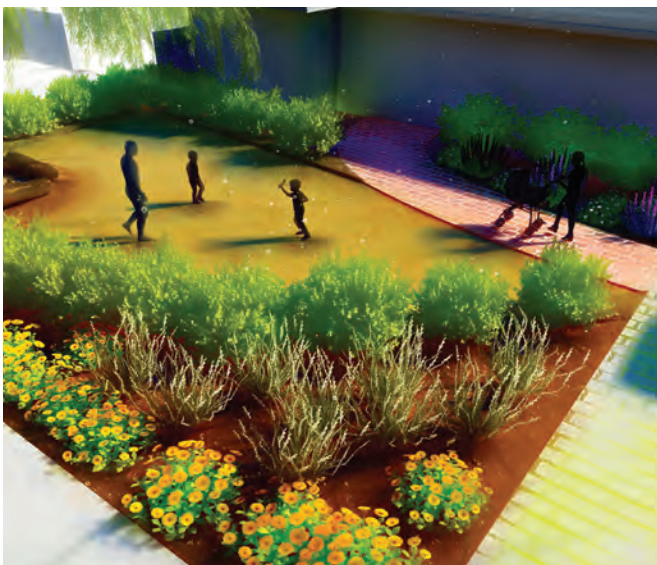
## LOT A - FAMILY ORIENTED YARD

Lot A sits on Orange Grove Avenue, which is thought of as a model street of San Fernando. The current design of the site is predominately maintained lawn. Lot A is a family oriented front yard with ample space for children to play safely. The row of native hedging provides both a sense of privacy and security when children play freely

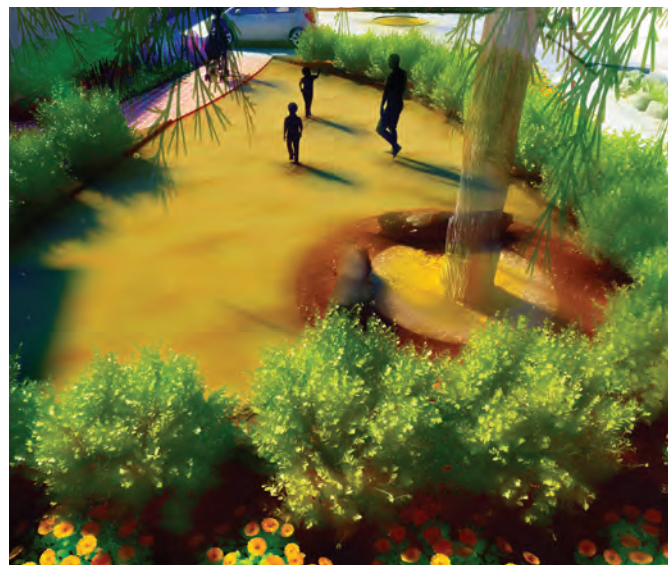
in this yard. The wood chip ground cover provides a drought tolerant alternative to a traditional lawn. An assortment of drought tolerant plants like California Sagebrush and poppies provide a pop of color to sidewalk facing planting areas. Two existing mature Deodar Cedars and two Liquid Amber trees provide this yard with partial to full shade during the day. A proposed permeable paver driveway replaces half of the current existing driveway footprint and aims to slow down and capture stormwater runoff from the roof. As well a trench drain at the foot of the driveway will capture leftover and channel it into the proposed parkway bioswale.



Rendering of a drought-tolerant family oriented front yard



Rendering of a drought-tolerant family oriented front yard



Rendering of a drought-tolerant privacy hedging and play space



## SITE PLAN



- 1 Wood Chip Play Area
- 2 Permeable Paver Driveway
- 3 Mulched Planting Area
- 4 CA Native Hedge Planting
- 5 Parkway Bioswale
- 6 Trench Drain w/ Pipe to Swale
- 7 Existing Brick Entryway
- 8 Existing Trees
- 9 Existing Driveway

## PLANTING & HYDROZONE PLAN



WUCOLS Rating: VERY LOW

WUCOLS Rating: LOW

### PLANT SCHEDULE LOT A

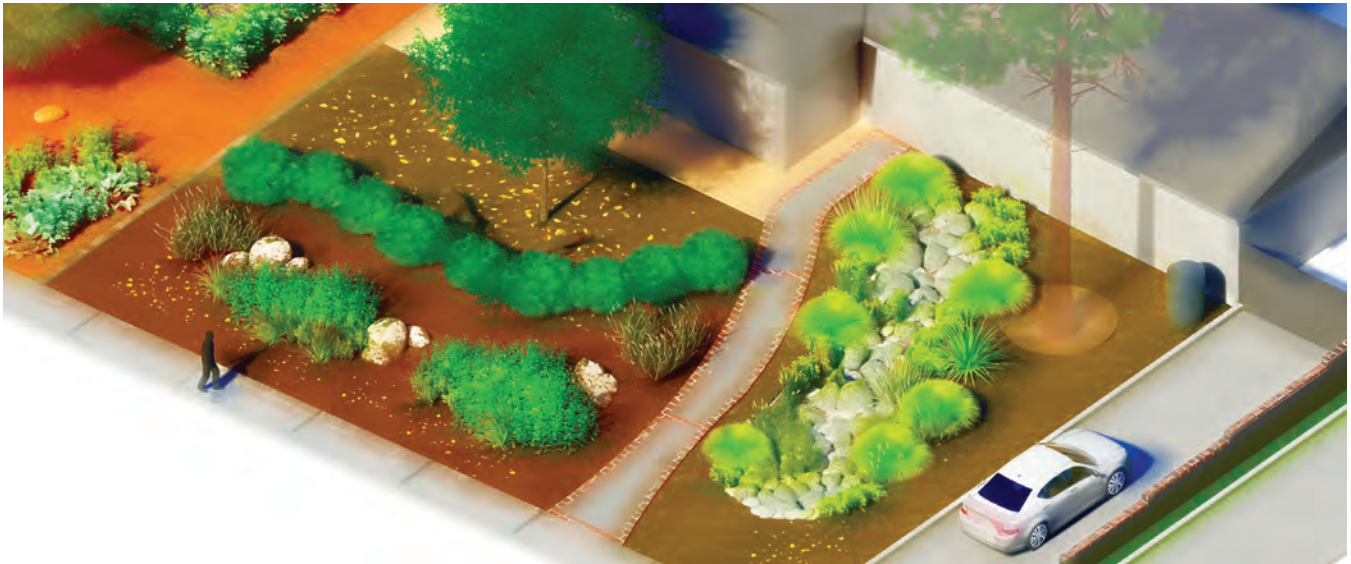
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY
	ART CAL	ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH	10
	BAC PIL	BACCHARIS PILULARIS	COYOTE BRUSH	3
	ESC CAL	ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY	81
	FRA CA3	FRANGULA CALIFORNICA	CALIFORNIA COFFEEBERRY	15
	LUP SUC	LUPINUS SUCCULENTUS	ARROYO LUPINE	21

<b>MAWA</b> (Maximum Allowed Water Allocation)	<b>69,012.94 gal</b>
<b>ETWU</b> (Estimated Total Water Use)	<b>36,435.50 gal</b>
<b>MWELO MATE Compliant</b>	

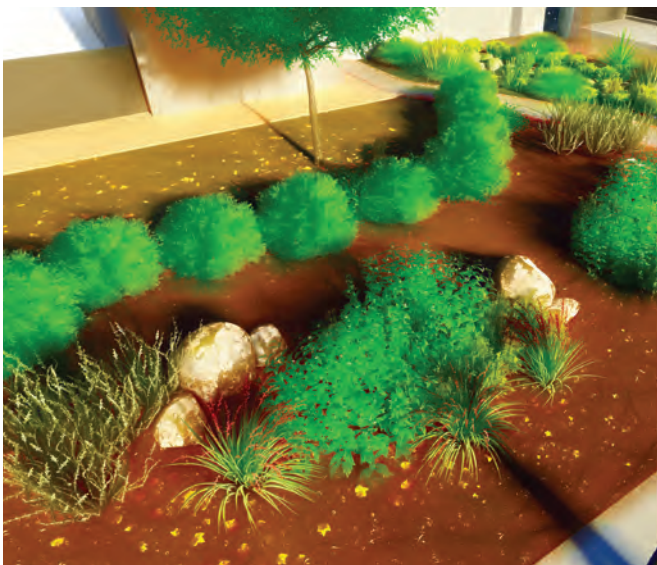
## LOT B - CALIFORNIA NATIVE YARD

Lot B resides on Huntington Street. The existing site is comprised of maintained lawn with a brick entryway and old growth pine tree. Lot B is a spotlight California native and drought tolerant front yard. This yard has two sections, one being a California native garden and the other a riparian vegetated swale. The California native garden includes a variety of low water drought tolerant shrubs like California Buckwheat and Sagebrush, along with a curvilinear row of Chaparral Whitethorne, and a Coast Live Oak to provide shade and privacy to the house. The riparian swale

is located under the roof's storm water drainage pathway. The swale aims to capture and slow water during a storm event, while also playing as an aesthetic feature to encourage others to implement drought tolerant designs.



Rendering of a drought-tolerant California native style front yard



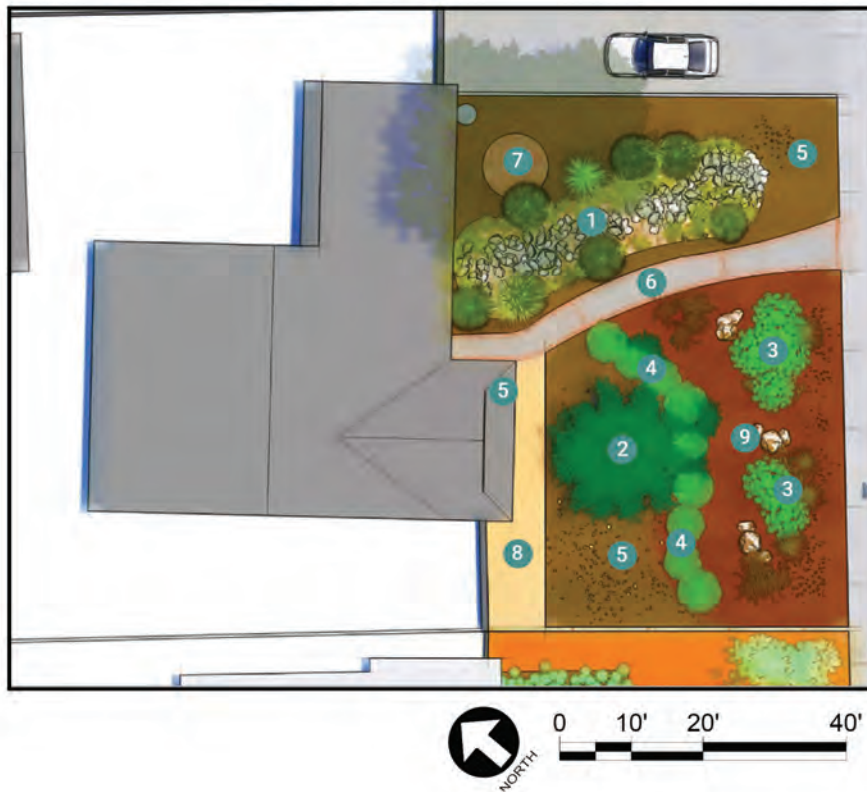
Rendering of a drought-tolerant California native garden



Rendering of a riparian swale



## SITE PLAN










- 1 Vegetated Riparian Swale
- 2 Shade Bearing Tree
- 3 Mulched Planting Area
- 4 CA Native Hedge Planting
- 5 Mulch
- 6 Existing Entryway
- 7 Existing Trees
- 8 Decomposed Granite Pathway
- 9 CA Native Style Garden

## PLANTING & HYDROZONE PLAN



- WUCOLS Rating: VERY LOW
- WUCOLS Rating: LOW
- WUCOLS Rating: MODERATE

### PLANT SCHEDULE LOT B

TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY
	QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	1
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY
	ARI PUR	ARISTIDA PURPUREA	PURPLE THREEAWN	13
	ART CAL	ARTEMISIA CALIFORNICA	CALIFORNIA SAGEBRUSH	12
	CEA LEU	CEANOTHUS LEUCODERMIS	CHAPARRAL WHITETHORN	8
	ERI FAS	ERIOGONUM FASCICULATUM	CALIFORNIA BUCKWHEAT	19
	MUH RIG	MUHLENBERGIA RIGENS	DEER GRASS	8
	PEN CEN	PENSTEMON CENTRANTHIFOLIUS	SCARLET BUGLER	8

<b>MAWA</b> (Maximum Allowed Water Allocation)	<b>81,143.08 gal</b>
<b>ETWU</b> (Estimated Total Water Use)	<b>16,464.37 gal</b>
<b>MWEL MATE Compliant</b>	

## LOT C - LARGE GATHERING YARD

Lot C sits on the corner of Orange Grove Ave and 5th Street and acts as the start of the “Orange Grove” neighborhood. During holiday events like Halloween this street attracts many visitors from San Fernando and the surrounding neighborhoods. The existing yard is comprised of lawn and an informal pathway down 5th Street lined with mature Coast Live Oaks trees. Lot C is a front yard designed for large gatherings in a Mediterranean style. The predominant footprint of lawn in this lot is being re-purposed into a decomposed granite flex space meant for holding parties, outdoor

furniture, and people. Two European Olives trees and a Lemon Bottlebrush tree provide shade for the otherwise full sun front yard. A mixture of aromatic shrubs and herbs line the flex gathering spaces to create a buffer from the sidewalk. A new extended decomposed granite sidewalk will formalize the informal existing pathway and provide residents a comfortable pathway to access 5th street. The formation of this new pathway also allows for more Coast Live Oaks to be planted to provide shade on both the pathway and the yard.



Rendering of a drought-tolerant Mediterranean style front yard



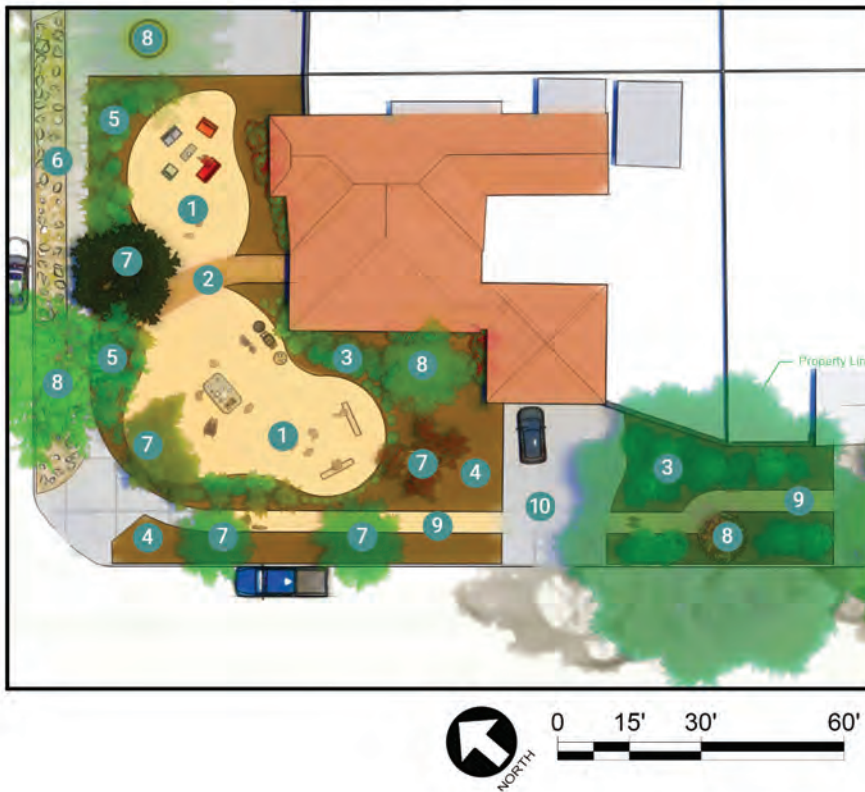
Rendering of the flex space holding a large gathering party



Rendering of the flex space holding a large gathering party



## SITE PLAN



- 1 DG Flex Space
- 2 Permeable Paver Entryway
- 3 Mulched Planting Area
- 4 Mulch
- 5 Mediterranean Style Garden
- 6 Parkway Bioswale
- 7 Shade Bearing Trees
- 8 Existing Trees
- 9 DG Sidewalk Extension
- 10 Existing Driveway

## PLANTING & HYDROZONE PLAN



WUCOLS Rating: LOW

### PLANT SCHEDULE LOT C

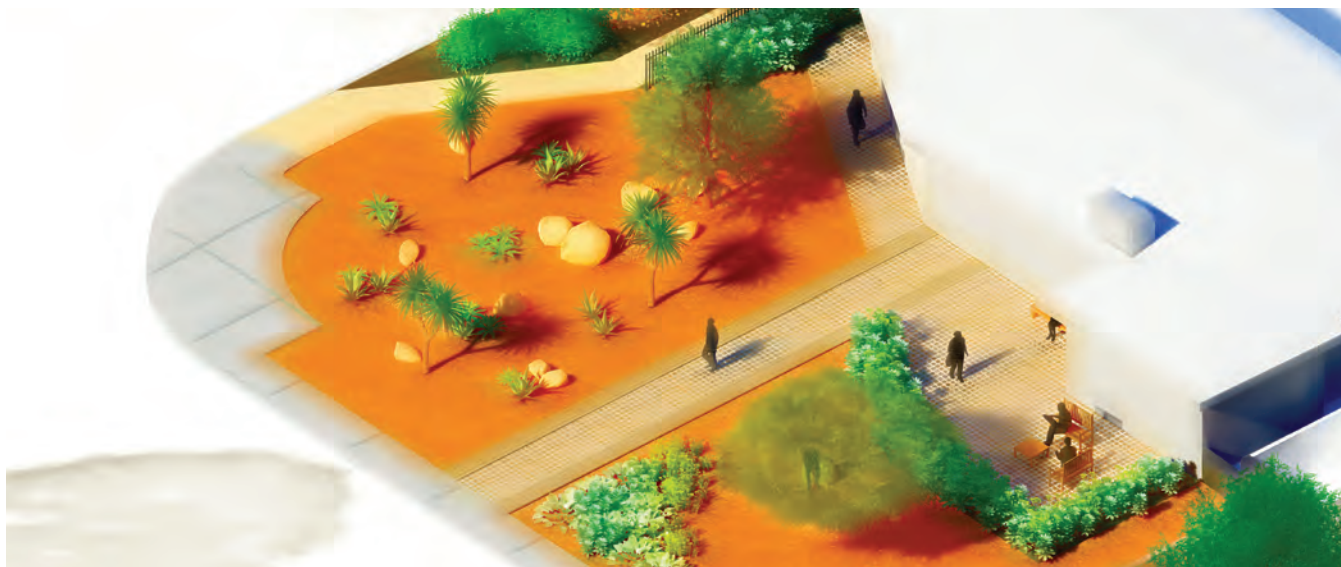
TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY
	CAL CIT	CALLISTEMON CITRINUS	LEMON BOTTLEBRUSH	1
	OLE EUR	OLEA EUROPAEA	EUROPEAN OLIVE	2
	QUE AGR	QUERCUS AGRIFOLIA	COAST LIVE OAK	2
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY
	BOU BRS	BOUGAINVILLEA BRASILIENSIS	BOUGAINVILLEA	10
	CEA CON	CEANOTHUS X 'CONCHA'	CONCHA WILD LILAC	7
	LAV ANG	LAVANDULA ANGUSTIFOLIA	ENGLISH LAVENDER	16
	SAL PU3	SALVIA LEUCOPHYLLA	PURPLE SAGE	20
	SAL SPA	SALVIA SPATHACEA	HUMMINGBIRD SAGE	20
	WES FRU	WESTRINGIA FRUTICOSA	COAST ROSEMARY	20

<b>MAWA</b> (Maximum Allowed Water Allocation)	<b>149,888.60 gal</b>
<b>ETWU</b> (Estimated Total Water Use)	<b>64,893.95 gal</b>
<b>MWEO MATE Compliant</b>	

## LOT D - SMALL GATHERING YARD

Lot D resides on the corner of Huntington Street and 5th Street. The current design of the yard has an abundance of lawn, narrow entry pathway, continuation of the informal 5th pathway with mature Coast Live Oak trees. The existing lot is highly prone to full sun site conditions due to the NW lot orientation, where sun is seen on the lot during most daylight hours. Lot D is a Desert style front yard designed for private small gatherings. The full sun condition allows for a thriving desert planting palette. The main desert garden is comprised Yucca and Agave plantings with a Desert Willow to cast shade on the house. The

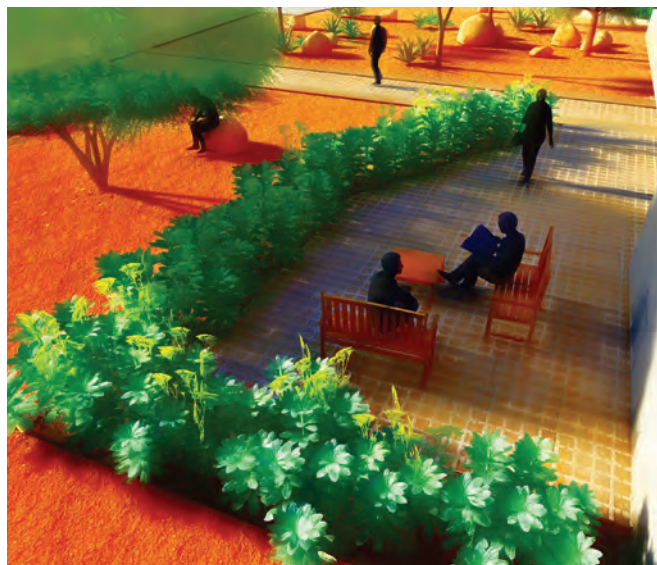
new permeable paving pathway is wider and leads people into the semi-private patio space hedged in by Brittlebush planting and shaded by a Palo Verde tree. The proposed decomposed granite sidewalk from Lot C will continue into Lot D and connect back to the existing sidewalk at the corner of 5th and Huntington. The pathway utilizes the Coast Live Oak shade cover and incorporates a row of Ceanothus shrubs to guide pedestrians through the space.



Rendering of a drought-tolerant Desert style front yard



Rendering of a drought-tolerant desert style garden



Rendering of a permeable paver patio with privacy hedging



## SITE PLAN



- 1 Permeable Paver Patio
- 2 Permeable Paver Entryway
- 3 Mulched Planting Area
- 4 Desert Style Garden
- 5 Desert Style Hedge Planting
- 6 Shade Bearing Tree
- 7 Existing Trees
- 8 DG Sidewalk Extension

## PLANTING & HYDROZONE PLAN



WUCOLS Rating: VERY LOW

WUCOLS Rating: LOW

### PLANT SCHEDULE LOT D

TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY
	CHI LIN	CHILOPSIS LINEARIS	DESERT WILLOW	1
	PAR DES	PARKINSONIA X 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	1
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY
	AGA AME	AGAVE AMERICANA	CENTURY PLANT	8
	AGA ATT	AGAVE ATTENUATA	FOXTAIL AGAVE	10
	BAI MUL	BAILEYA MULTIRADIATA	DESERT MARIGOLD	18
	CEA CON	CEANOTHUS X 'CONCHA'	CONCHA WILD LILAC	5
	ENC FAR	ENCELIA FARINOSA	BRITTLEBUSH	22
	SAL API	SALVIA APIANA	WHITE SAGE	12
	YUC ALO	YUCCA ALOIFOLIA	ALOE YUCCA	3

<b>MAWA</b> (Maximum Allowed Water Allocation)	<b>139,391.25 gal</b>
<b>ETWU</b> (Estimated Total Water Use)	<b>56,224.97 gal</b>
<b>MWEL MATE Compliant</b>	

# MIXED DESIGN TYPE

## LOT E -CULTURAL GARDEN

The City of San Fernando has a prevalence of Latino population that resulted in a unique culture of their own. This garden was designed to dedicate space for celebrating their culture and various holidays by decorating to include the Latino Urbanism design components such as displaying a religious element in the yard. For instance, Our Lady of Guadalupe is a powerful symbol of Latino identity and faith, image associated with motherhood to feminism to social justice. Another notable design component is a sacred water element. Historic significance of water



San Fernando Mural  
Photo by Jiyeon Kim.

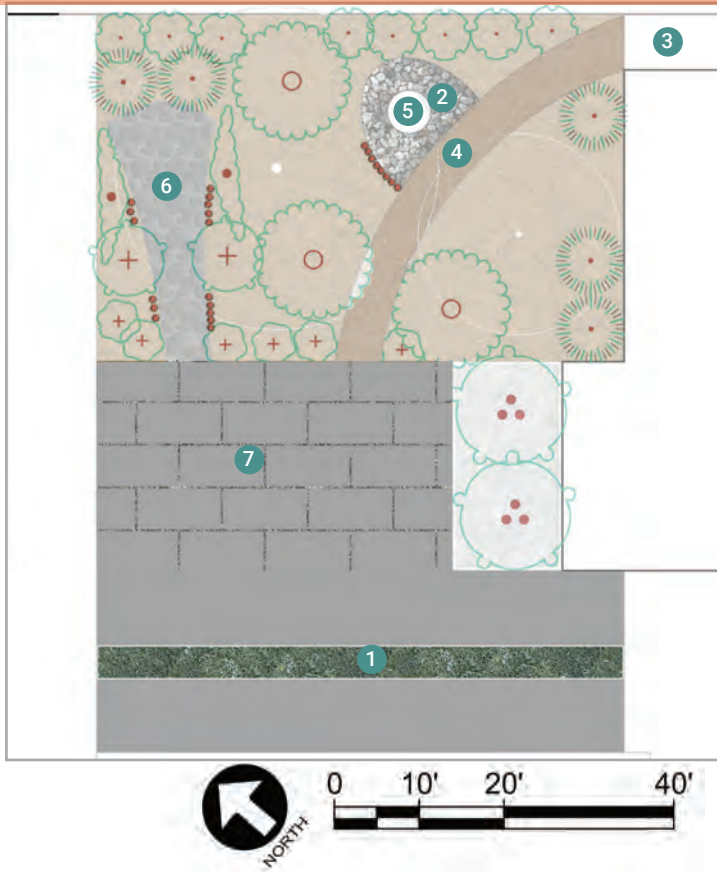
being sacred in Latino culture stem from religious connections and water scarcity. This inspired the front yard design to include several water features such as a rain garden, a rain barrel and a fountain.



Rendering of a drought-tolerant cultural garden

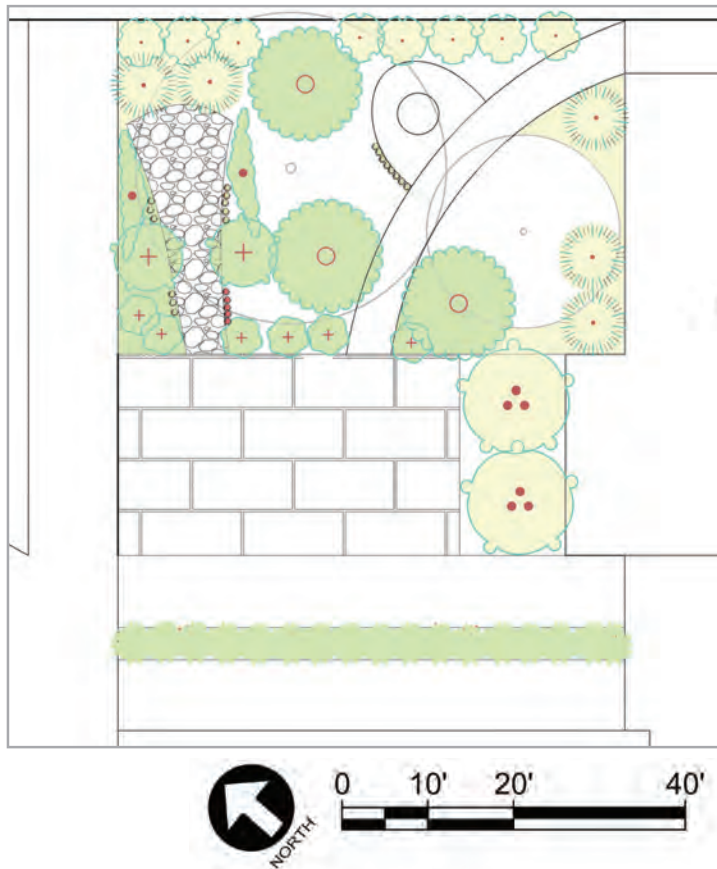


## SITE PLAN



- 1 Ribbon Driveway
- 2 Rain Garden
- 3 Rain Barrel
- 4 Decomposed Granite Walkway
- 5 Fountain
- 6 Sitting Area/Decorative Space
- 7 Permeable Paver Walkway

## PLANTING & HYDROZONE PLAN



WUCOLS Rating: Very Low  
WUCOLS Rating: Low

### PLANT SCHEDULE

SHRUBS	BOTANICAL NAME	COMMON NAME	QTY
▲	Agave attenuata	Foxtail Agave	2
●	Artemisia californica	California Sagebrush	5
●	Baccharis pilularis 'Pigeon Point'	Pigeon Point Goyote Brush	5
●	Ceanothus leucodermis	Chaparral Whitethorn	6
●	Dymondia margaritae	Silver Carpet Dymondia	17
●	Echeveria x 'Violet Queen'	Violet Queen Echeveria	24
●	Rosa californica	California Wild Rose	2
●	Salvia apiana	White Sage	2
●	Salvia leucophylla	Purple Sage	6

<b>MAWA</b> (Maximum Allowed Water Allocation)	<b>13536.08 gal</b>
<b>ETWU</b> (Estimated Total Water Use)	<b>7427.14 gal</b>
<b>MWEL MATE Compliant</b>	

## LOT F - FAMILY GATHERING

This garden supports a function of the front yard as extension of living room, providing a family and friends gathering space. Dedicated sitting area with pergolas extending from the house provides comfortable shades from Island Morning Glory (*Calystegia macrostegia*) planted on and around the structure. Paved area was designed to either provide stable ground to place outdoor kitchen area with grills or work as an additional sitting movable furniture to be placed during a larger family gathering. Herbs were planted in the front yard to complement the design to cater to family gatherings that involve dining. To block out sound that can be generated from gatherings, dense plants were strategically placed against the neighboring fences.



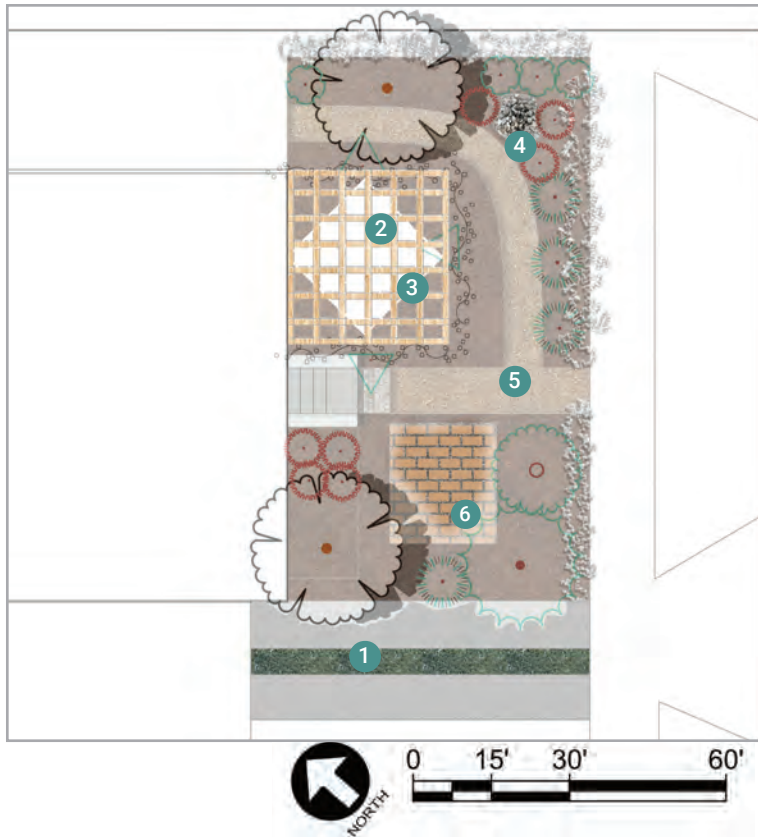
Latino family BBQ rendering by Midjourney



Rendering of a family gathering garden

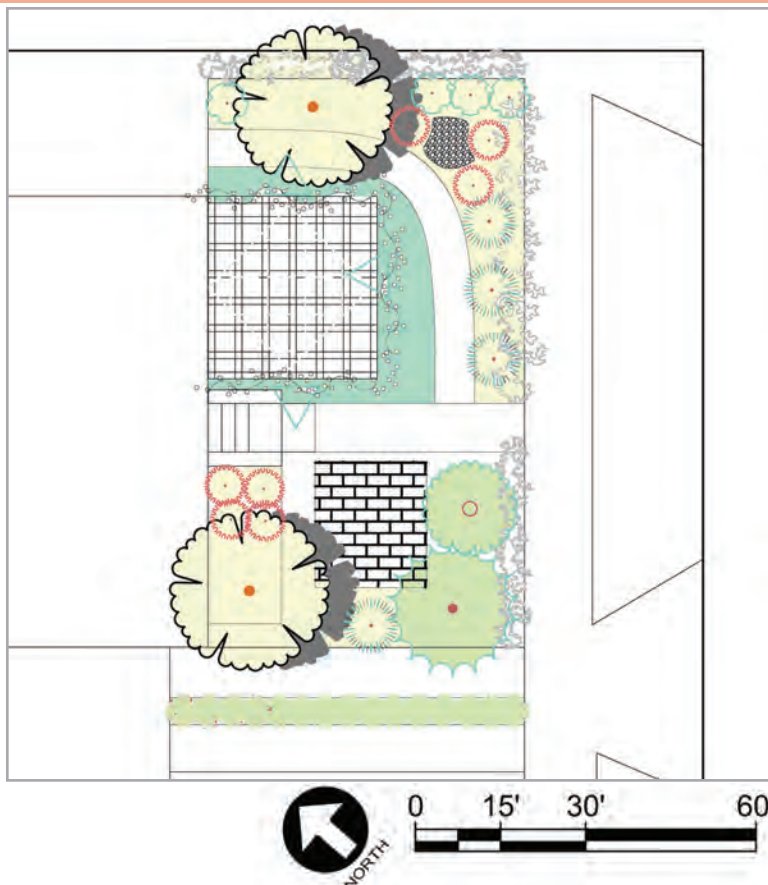


## SITE PLAN



- 1 Ribbon Driveway
- 2 Permeable Paved Sitting Area
- 3 Pergola
- 4 Rain Garden
- 5 Decomposed Granite Walkway
- 6 Permeable Paved Outdoor Kitchen

## PLANTING & HYDROZONE PLAN



- WUCOLS Rating: Very Low
- WUCOLS Rating: Low
- WUCOLS Rating: Moderate

### PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	QTY
	<i>Arctostaphylos glauca</i>	Bigberry Manzanita	2
SHRUBS	BOTANICAL NAME	COMMON NAME	QTY
	<i>Artemisia californica</i>	California Sagebrush	4
	<i>Baccharis pilularis</i> 'Pigeon Point'	Pigeon Point Coyote Brush	1
	<i>Calystegia macrostegia</i>	Island Morning Glory	3
	<i>Ceanothus leucodermis</i>	Chaparral Whiteshore	4
	<i>Dymondia margaritae</i>	Silver Carpet Dymondia	15
	<i>Eriogonum fasciculatum</i>	California Buckwheat	7
	<i>Westringia fruticosa</i>	Coast Rosemary	1

<b>MAWA</b> (Maximum Allowed Water Allocation)	<b>19754.87 gal</b>
<b>ETWU</b> (Estimated Total Water Use)	<b>6424.12 gal</b>
<b>MWEO MATE Compliant</b>	

## LOT G - CHILDREN'S PLAY GARDEN

The open and spacious front yard areas of this house with toys and slides were inspirations to design this lot as a children's play garden. Sand play area was built next and under an existing tree to benefit from the shades provided by it so children can play comfortably while chaperoning adults can rest under the shades as well. An additional tree will be planted with similar water requirement to provide an additional shade. To spark and engage children's visual and tactile interest, plants such as mountain mahogany (*Cercocarpus betuloides*) were placed near the play area. Area that faces the street were designed to have tall plants to block out the street noise and to provide privacy and protection for children to play outdoors. Engineered wood fiber playground



Play space garden  
Photo by Jiyeon Kim.

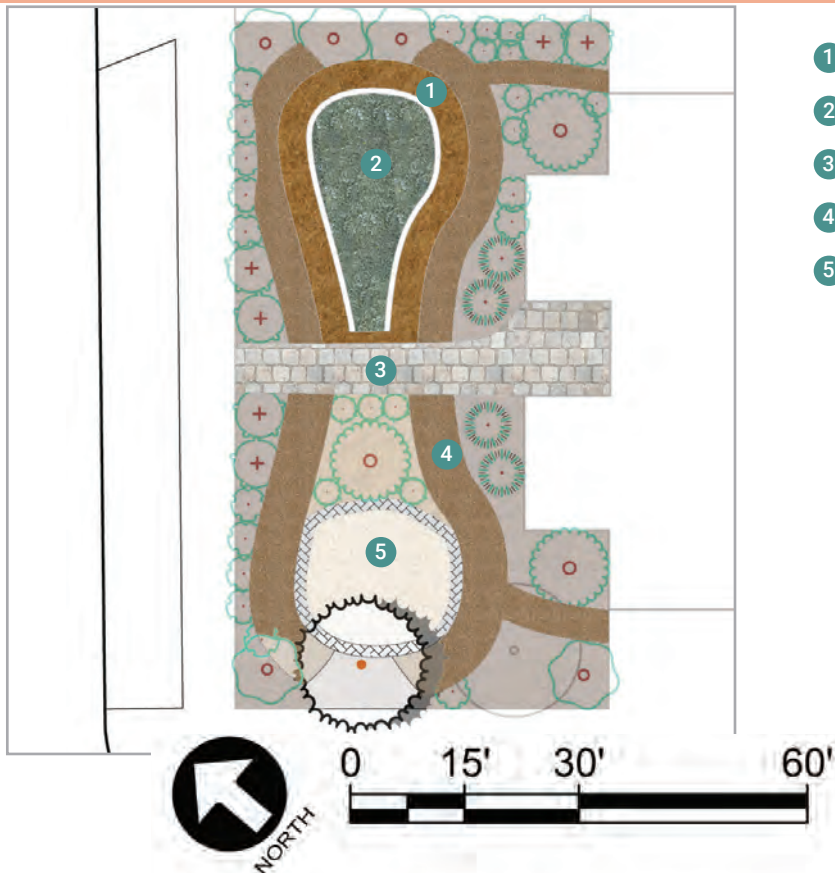
flooring will be installed to provide an area to play sports but also to act as infiltration dry swale in the rain event to retain storm-water within the site.



Rendering of a drought-tolerant children's play garden



## SITE PLAN



- 1 Engineered Wood Flooring
- 2 Children's Playground
- 3 Permeable Paver Walkway
- 4 Decomposed Granite Walkway
- 5 Sand Play Area

## PLANTING & HYDROZONE PLAN



- WUCOLS Rating: Very Low
- WUCOLS Rating: Low
- WUCOLS Rating: Moderate

### PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	QTY
	Umbellularia californica	Bay Laurel	1
SHRUBS	BOTANICAL NAME	COMMON NAME	QTY
	Artemisia californica	California Sagebrush	4
	Baccharis pilularis 'Pigeon Point'	Pigeon Point Gayote Bush	5
	Geonothus leucodermis	Chaparral Whitethorn	14
	Cercocarpus betuloides	Mountain Mahogany	5
	Dymondia margaritae	Silver Carpet Dymondia	40
	Penstemon barbatus	Beardlip Penstemon	12
	Salvia apiana	White Sage	6

<b>MAWA</b> (Maximum Allowed Water Allocation)	<b>35376.40 gal</b>
<b>ETWU</b> (Estimated Total Water Use)	<b>13676.13 gal</b>
<b>MWEO MATE Compliant</b>	

## LOT H - NATIVE HABITAT GARDEN

A native garden is designed to provide habitat and food for pollinators; butterflies, bees and birds. Hummingbird sage (*Salvia spathacea*) will attract hummingbirds and California Coffeeberry (*Frangula californica*) will provide food to the native species. To provide serene and healing environment, tall and dense plants were planted against the property lines against the streets. The water feature will be installed against the property line to drown out the outside noise. A circular sitting area was built to have enclosed feeling within the nature in the front yard. The sitting area was placed against the house looking out to the garden to fully enjoy the beautiful garden with native species of flora and fauna.



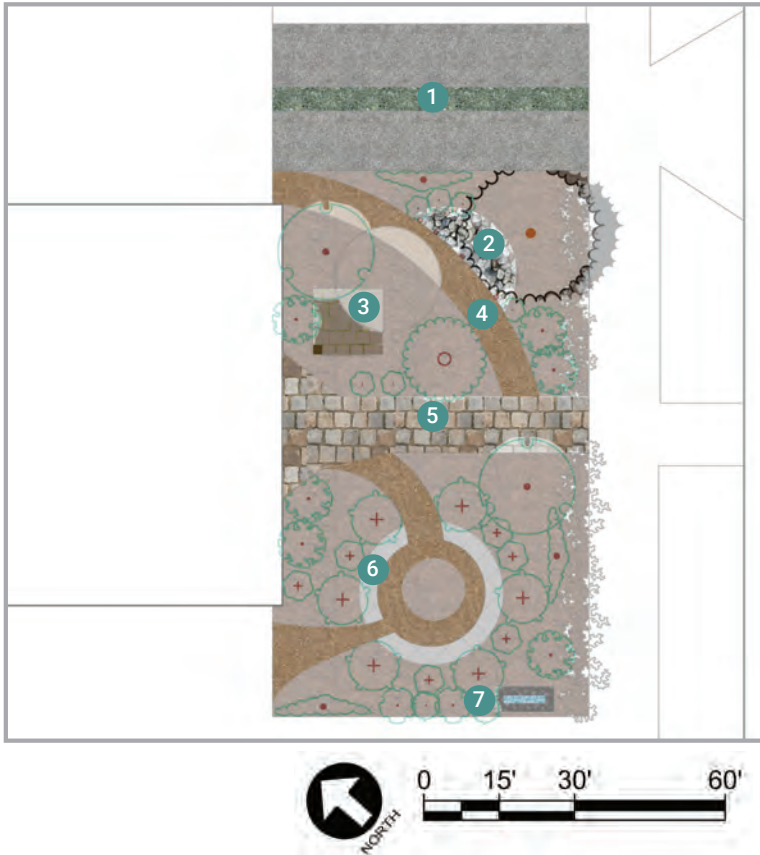
California Native Pollinator Plants  
Photo by Jiyeon Kim



Rendering of a drought-tolerant California native garden



## SITE PLAN



- 1 Ribbon Driveway
- 2 Rock Garden
- 3 Permeable Paved Sitting Area
- 4 Decomposed Granite Walkway
- 5 Permeable Paver Walkway
- 6 Sitting Wall
- 7 Water Feature

## PLANTING & HYDROZONE PLAN



- WUCOLS Rating: Very Low
- WUCOLS Rating: Low
- WUCOLS Rating: Moderate

### PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	QTY
	Ulmus filaria californica	Bay Laurel	1
SHRUBS	BOTANICAL NAME	COMMON NAME	QTY
	Achillea millefolium	Common Yarrow	5
	Baccharis pilularis 'Pigeon Point'	Pigeon Point Coyote Brush	1
	Geonothus leucodermis	Chaparral Aristolochy	3
	Dianella margaritae	Silver Carpet Dianella	18
	Salvia leucantha 'Violet Queen'	Violet Queen Salvia	4
	Fraxinus californica	California Scholoberry	2
	Penstemon barbatus	Beardtongue Penstemon	2
	Rosa californica	California Wild Rose	3
	Salvia galeata	White Sage	6
	Salvia leucantha	Purple Sage	6
	Salvia leucantha	Hummingbird Sage	6

<b>MAWA</b> (Maximum Allowed Water Allocation)	<b>23730.91 gal</b>
<b>ETWU</b> (Estimated Total Water Use)	<b>14790.60 gal</b>
<b>MWEL MATE Compliant</b>	

# OLD SAN FERNANDO TYPE

## LOT I - COTTAGE STYLE

This yard showcases the garden style, using a selection of California native plants regularly employed in a garden setting. This front yard landscape was designed specifically for plant lovers, who itch to spend time in the yard.

Fencing has been replaced from a concrete wall, which is not permitted in the San Fernando because of the restriction of drainage, to a wood split rail fence and concrete paving has been replaced by permeable quarry stone.

Water features on this site include rain barrels that attach to a downspout from the roof gutters to catch roof water. When the rain barrels overflow or drain, they enter the rain garden, a sunken

area of the garden planted with higher water use plants and a drain on the other side of the rain garden enters the roadside swale. As in all of the designs, the French drain at the driveway drains additional water into the roadside swale, which also intercepts street water via a curb cut.

A small water feature in the entry area offers a chance for birds to bathe and for people inside the house and out to enjoy the soothing sounds of running water.

Pea gravel lines the paths and mulched planting areas keep the soil healthy and capture and store additional water.

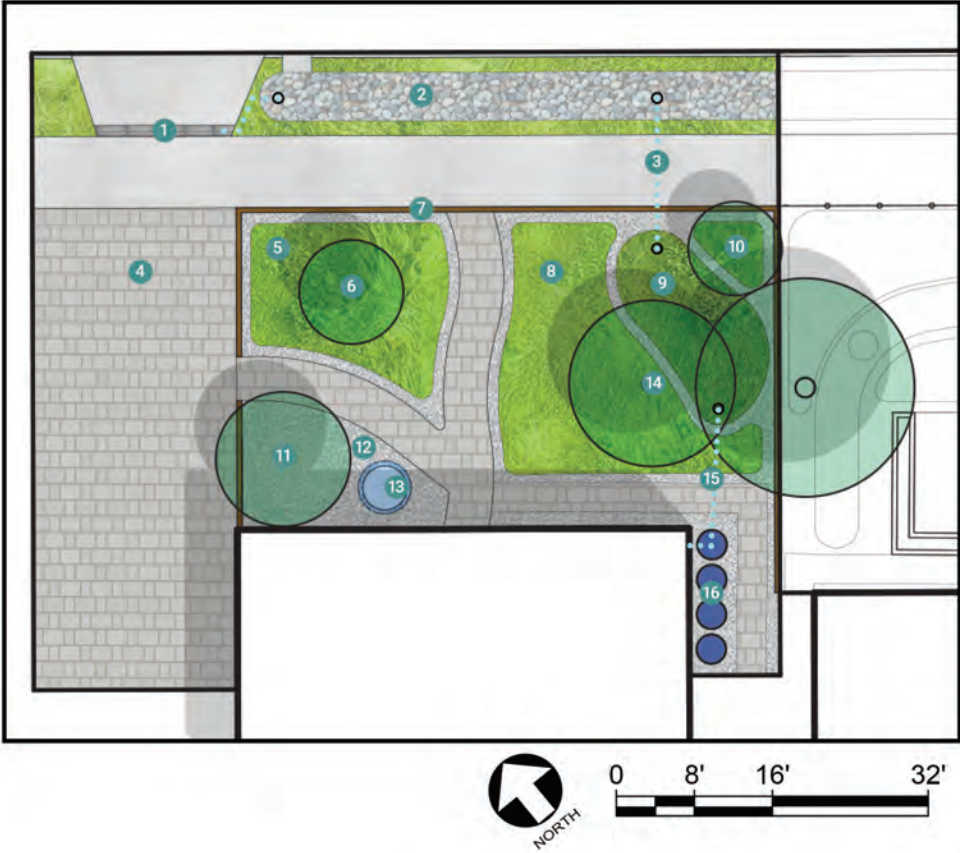
Planting includes showy garden favorites like Western Redbud, California Lilac, California Fuchsia, and Matilija Poppy. The rain garden uses higher water use plants that tolerate shade, because of there location, using Hummingbird Sage and Douglas Iris. Arroyo Lupine seeded throughout the planting beds ensures beautiful and dramatic spring blooms.



Rendering of a drought-tolerant cottage style front yard

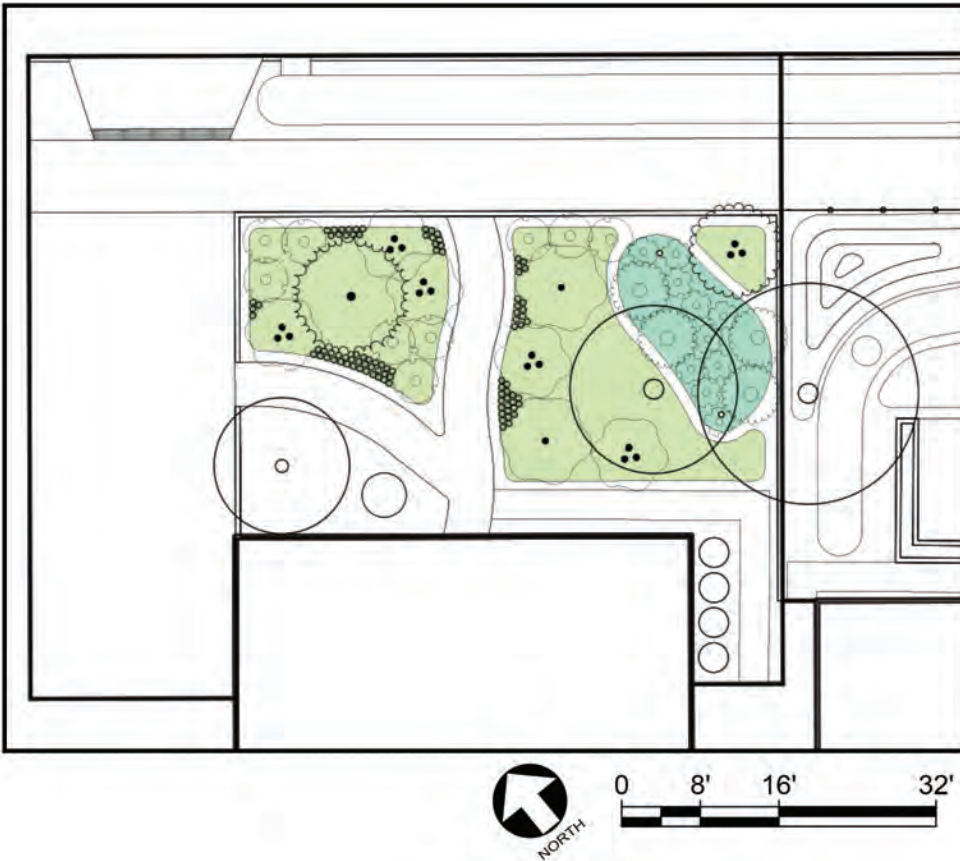


SITE PLAN



- 1 French Drain to Swale
- 2 Vegetated Swale
- 3 Pipe from Rain Garden to Swale
- 4 Permeable Quarry Stone
- 5 Mulched Planting Area
- 6 New Ornamental Tree
- 7 Split Rail Fencing
- 8 Planting Area
- 9 Rain Garden
- 10 New Ornamental Tree
- 11 Existing Fruit tree
- 12 Pea Gravel
- 13 Water Feature
- 14 Existing Fruit Tree
- 15 Pipe from Rain Barrel to Rain Garden
- 16 Rain Barrels

PLANTING & HYDROZONE PLAN



**WUCOLS Rating: Med**  
**WUCOLS Rating: Low**

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY
	CER OC2	Cercis occidentalis	Western Redbud	1
	HET AR2	Heteromeles arbutifolia	Toyon	1
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY
	CEA CON	Ceanothus x 'Concha'	Concha Wild Lilac	5
	EPI HUM	Epilobium canum	California Fuchsia	9
	IRI IRI	Iris douglasiana	Douglas Iris	10
	LUP SUG	Lupinus succulentus	Arroyo Lupine	seeded
	ROM COU	Romneya coulteri	Matilija Poppy	2
	SAL SPA	Salvia spathacea	Hummingbird Sage	4

<b>MAWA</b> (Maximum Allowed Water Allocation)	<b>23725.42 gal</b>
<b>ETWU</b> (Estimated Total Water Use)	<b>6095.75 gal</b>
<b>MWELO MATE Compliant</b>	

## LOT J - NATIVE STYLE

The orientation of this yard directly into the sun, suggested that sun loving natives would be best applied to this lot. Hyper-local California natives, local to San Fernando were selected for their ease of maintenance and availability as well as their means of providing habitat to the birds, bugs, bees, and butterflies of the region.

The wall that formerly lined the yard is replaced by framed cattle panel fencing, allowing island morning glory to climb up. Concrete is replaced with permeable recycled concrete, which can simply be cut or broken and reused on site.

Stormwater features include rain barrels and a planted swale. A berm as well as mulching throughout the site would capture add store additional water.

Plants are adapted to the region and need very little summer water, in fact, too much summer

water can harm these plants. Planting beds are all rated very low water rating by WUCOLS and around the swale and fencing, planting areas are rated medium. Grass in the swale should already benefit from additional water from the swale but island morning glory along the fence would benefit from additional water.

A small lawn was considered for this site, however, the designer wanted the community to consider the possibility of children playing in a garden, rather than considering it a place that should not be touched or stepped on, planting can provide opportunities for play, interaction with nature, and stimulation from the smells, textures, and colors that would be present year round.

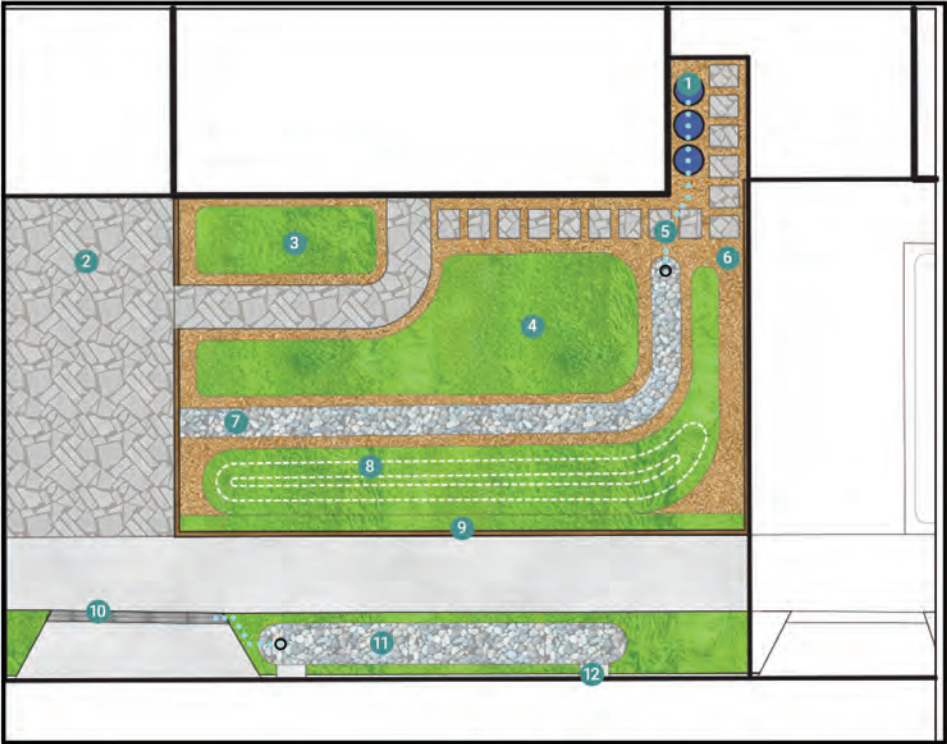
Native manzanita, buckwheat, deer grass and California poppy (the state flower), and coffee berry would position this yard as a crucial piece of habitat that could help create a mosaic to shepherd native species across the urban landscape.



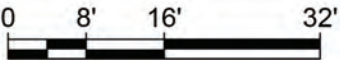
Rendering of a drought-tolerant native style front yard



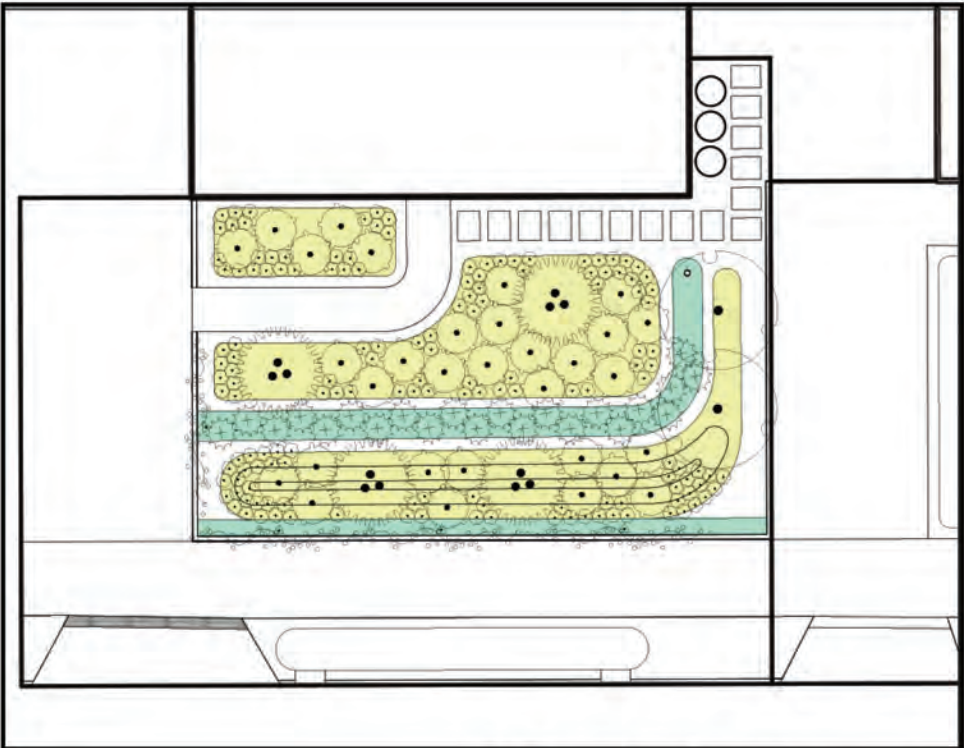
SITE PLAN



- 1 Rain Barrel
- 2 Permeable Recycled Concrete
- 3 Mulched Planting Area
- 4 Mulched Planting Area
- 5 Pipe from Rain Barrel to Swale
- 6 Mulch
- 7 Vegetated Swale
- 8 Mulched Berm
- 9 Wood Fence w/ Mounted Cattle Panel
- 10 French Drain w/ Pipe to Swale
- 11 Vegetated Swale
- 12 Curb Cut



PLANTING & HYDROZONE PLAN

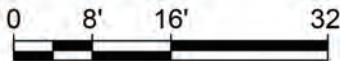


- WUCOLS Rating: Med
- WUCOLS Rating: Very Low

PLANT SCHEDULE

SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY
	ARC GLA	Arctostaphylos glauca	Bigberry Manzanita	2
	CAL ISL	Calystegia macrostegia	Island Morning Glory	4
	ERI FAS	Eriogonum fasciculatum	California Buckwheat	31
	ESC CAL	Eschscholzia californica	California Poppy	seeded
	FRA CA3	Frangula californica	California Coffeeberry	2
	MUH RIG	Muhlenbergia rigens	Deer Grass	22

<b>MAWA</b> (Maximum Allowed Water Allocation)	21916.75 gal
<b>ETWU</b> (Estimated Total Water Use)	4280.76 gal
<b>MWEL MATE Compliant</b>	



## LOT K - MISSION STYLE

Influenced by the nearby San Fernando Mission, this Mediterranean style garden features a patio to accommodate up to six people, a small water feature and small raised beds for planting culinary herbs.

Stormwater management features include a vegetated swale with drywells and permeable terracotta pavers for paving, including the driveway, pea gravel lining and mulched planting beds, making the yard 100% permeable. The French drain along the driveway will catch additional water, channeling it into the parkway swale.

Planting was selected to reflect a Mediterranean style of planting popular in Southern California including English lavender along the paths, bougainvillea around the fencing, purple three awn in the swale, purple sage and coast rosemary to fill out the planting beds, and a specimen olive tree to provide some shade and visual interest.

These design elements should allow for reduced water use by selecting plants that thrive with little summer water and by capturing more of the existing water that moves over the property, while retaining the unique cultural use of front yard space as a living room extension and reflecting the cultural history of San Fernando as a mission city.

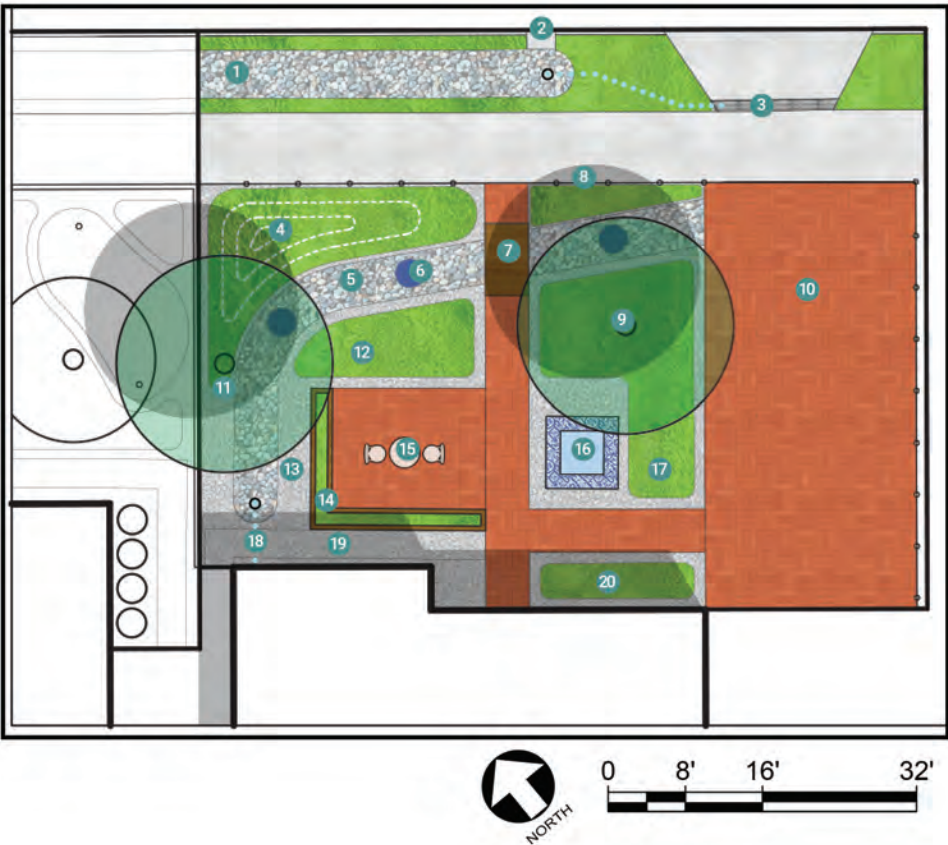
Site plan includes explanation of new and existing elements to provide residents with tools to assist in front yard transformations and the planting and hydrozone plan serves as an example of the kind of plan that needs to be submitted for the SoCal WaterSmart rebate or an MWELO compliant design.



Rendering of a drought-tolerant Mediterranean style front yard

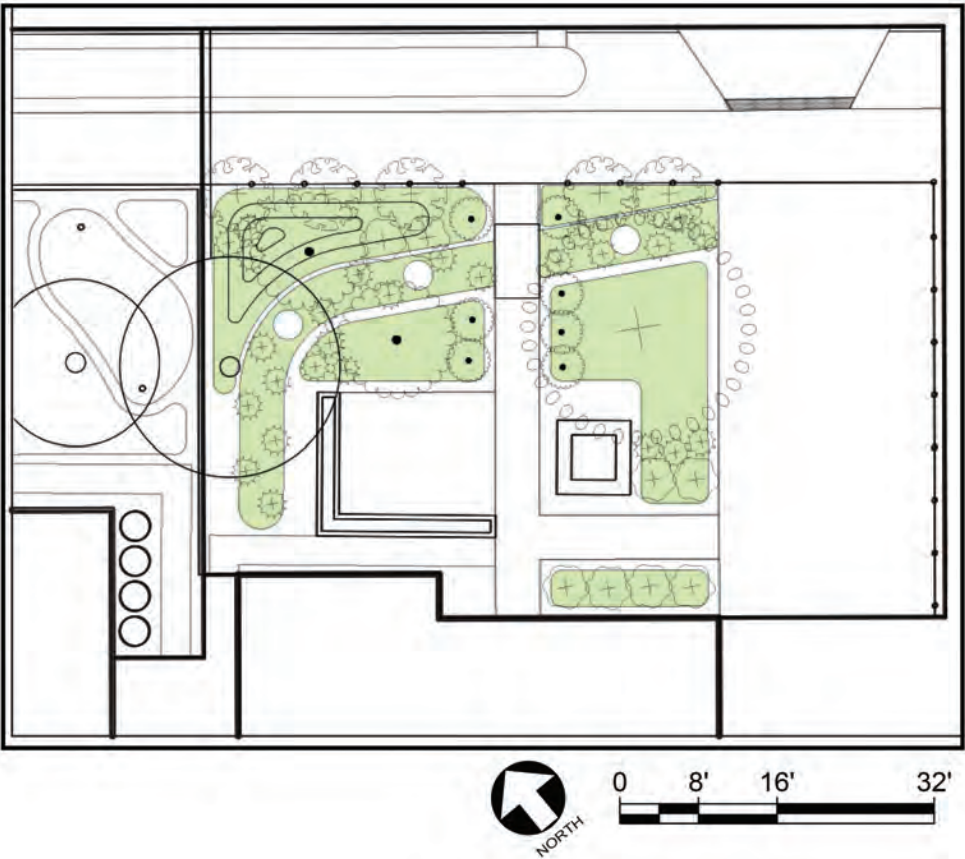


SITE PLAN



- 1 Vegetated Swale
- 2 Curb Cut
- 3 French Drain w/ Pipe to Swale
- 4 Mulched Berm
- 5 Vegetated Swale
- 6 Drywell
- 7 Foot Bridge
- 8 Steel Fence
- 9 New Ornamental Tree
- 10 Permeable Terracotta Pavers
- 11 Existing Tree
- 12 Mulched Planting Area
- 13 Pea Gravel
- 14 Raised Herb Bed
- 15 Bistro Dining Set
- 16 Water Feature
- 17 Planting Area
- 18 Pipe from Rain Gutter to Swale
- 19 Pea Gravel Path
- 20 Planting Area

PLANTING & HYDROZONE PLAN



WUCOLS Rating: Low

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY
	OLE EU2	Olea europaea	European Olive	1
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY
	ARI PUR	Aristida purpurea	Purple Threawn	26
	BOU BRS	Bougainvillea brasiliensis	Bougainvillea	5
	LAV ANG	Lavandula angustifolia	English Lavender	7
	SAL PU3	Salvia leucophylla	Purple Sage	8
	WES FRU	Westringia fruticosa	Coast Rosemary	2

<b>MAWA</b> (Maximum Allowed Water Allocation)	25427.69 gal
<b>ETWU</b> (Estimated Total Water Use)	3494.66 gal
<b>MWELO MATE Compliant</b>	

## LOT L - DESERT STYLE

This Spanish style home facing into the sun was a prime candidate for the final design presented here, the desert style.

This front yard space was designed to accommodate large family gatherings, parties, and events, with a large wood bench that surrounds permeable flagstone, replacing all of the concrete on site.

With the use of front yard space as a living room extension as an important cultural use of space in San Fernando, this design provides space for that, while still achieving MWELO compliance and allowing for visual interest and even some habitat.

The stormwater features on this site include a large cistern, rather than rain barrels. Cisterns, while more expensive, hold much more water, and look striking when used in the right context. This cistern drains into a small planted swale, which

then drains into the parkway swale and is carried off-site.

The desert planting palette in this yard is inspired by the California desert as well as popular application of the hot-dry garden style. These are extremely drought-tolerant gardens, needing very little additional water. The areas with low WUCOLS ratings surround the swale, planted with white sage, chaparral yucca, succulents, and a specimen blue palo verde tree. Very low planting beds include Spanish bayonet, agave attenuata, and coast prickly pear.

Decomposed granite is used to line paths and fill between the permeable pavers, while planting beds are mulched, again, allowing for greater retention of water.

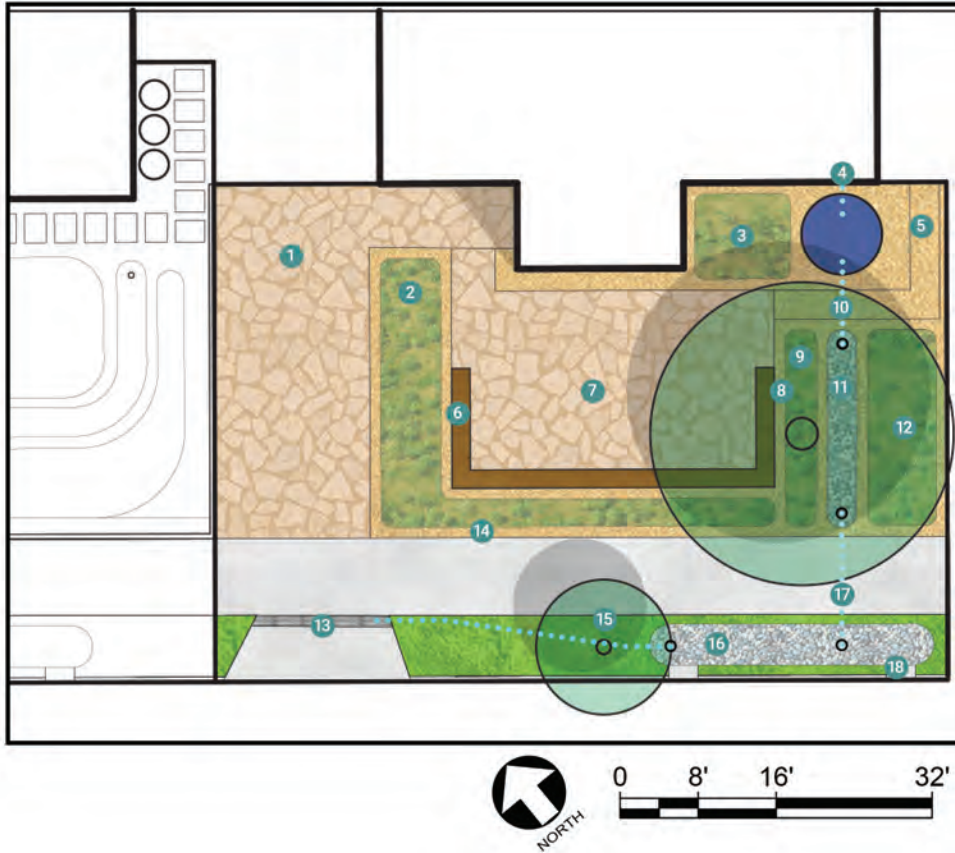
All of the designs presented here are meant to be used as tools, mixed and matched by the community to provide the components they need to enjoy their space in a way that works best for their individual needs.



Rendering of a drought-tolerant desert style front yard

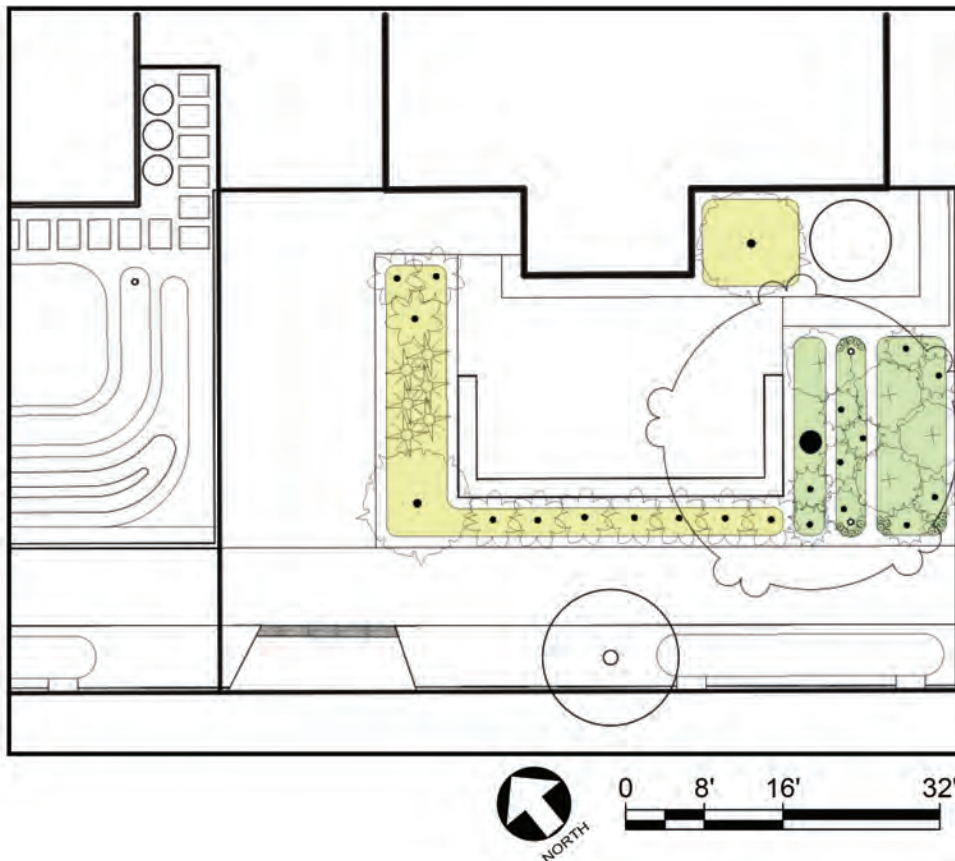


## SITE PLAN



- 1 Permeable Flagstone Paving
- 2 Mulched Planting Area
- 3 Mulched Planting Area
- 4 Gutter to Galvanized Steel Cistern
- 5 Decomposed Granite Path
- 6 Wood Bench Seating
- 7 Gathering Area
- 8 New Shade Tree
- 9 Planting Area
- 10 Pipe from Cistern to Swale
- 11 Vegetated Swale
- 12 Planting Area
- 13 French Drain to Swale
- 14 Decomposed Granite
- 15 Existing Tree
- 16 Vegetated Swale
- 17 Pipe from Swale to Swale
- 18 Curb Cut

## PLANTING & HYDROZONE PLAN



**WUCOLS Rating: Low**

**WUCOLS Rating: Very Low**

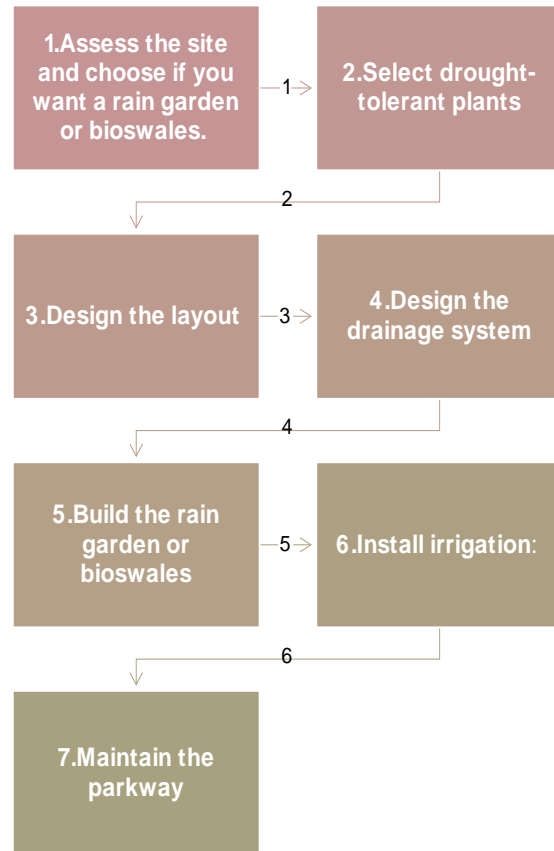
### PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	QTY
	PAR DES	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	1
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	QTY
	AGA ATT	Agave attenuata	Foxtail Agave	10
	DUD PUL	Dudleya pulverulenta	Chalk Lettuce	19
	HES WHI	Hesperoyucca whipplei	Chaparral Yucca	10
	OPU XMA	Opuntia x 'Mandarin Sunrise'	Mandarin Sunrise Opuntia	6
	SAL API	Salvia apiana	White Sage	4
	YUC ALO	Yucca aloifolia	Alce Yucca	2

<b>MAWA</b> (Maximum Allowed Water Allocation)	<b>20327.96 gal</b>
<b>ETWU</b> (Estimated Total Water Use)	<b>1384.33 gal</b>
<b>MWEO MATE Compliant</b>	

# PARKWAY DESIGNS

The strip of public land between the street and walkway, known as the parkway, plays a critical role in urban landscapes by providing soil volume for street trees, collecting stormwater and irrigation runoff, and enhancing the city's visual quality. However, conventional grass parkways require high levels of supplemental water and fertilization, contributing to a significant carbon footprint. To address this issue, this parkway design project aims to promote the transformation of conventional grass parkways into drought-tolerant and sustainable ones. To achieve this goal, we have developed a planting design that simplifies the transformation process. The proposed planting design focuses on the use of low-water-use plant species that can thrive in a variety of environmental conditions, while also improving the parkway's aesthetic appeal. By implementing this sustainable parkway design, property owners can contribute to the reduction of their carbon footprint and enhance the overall quality of the urban environment.



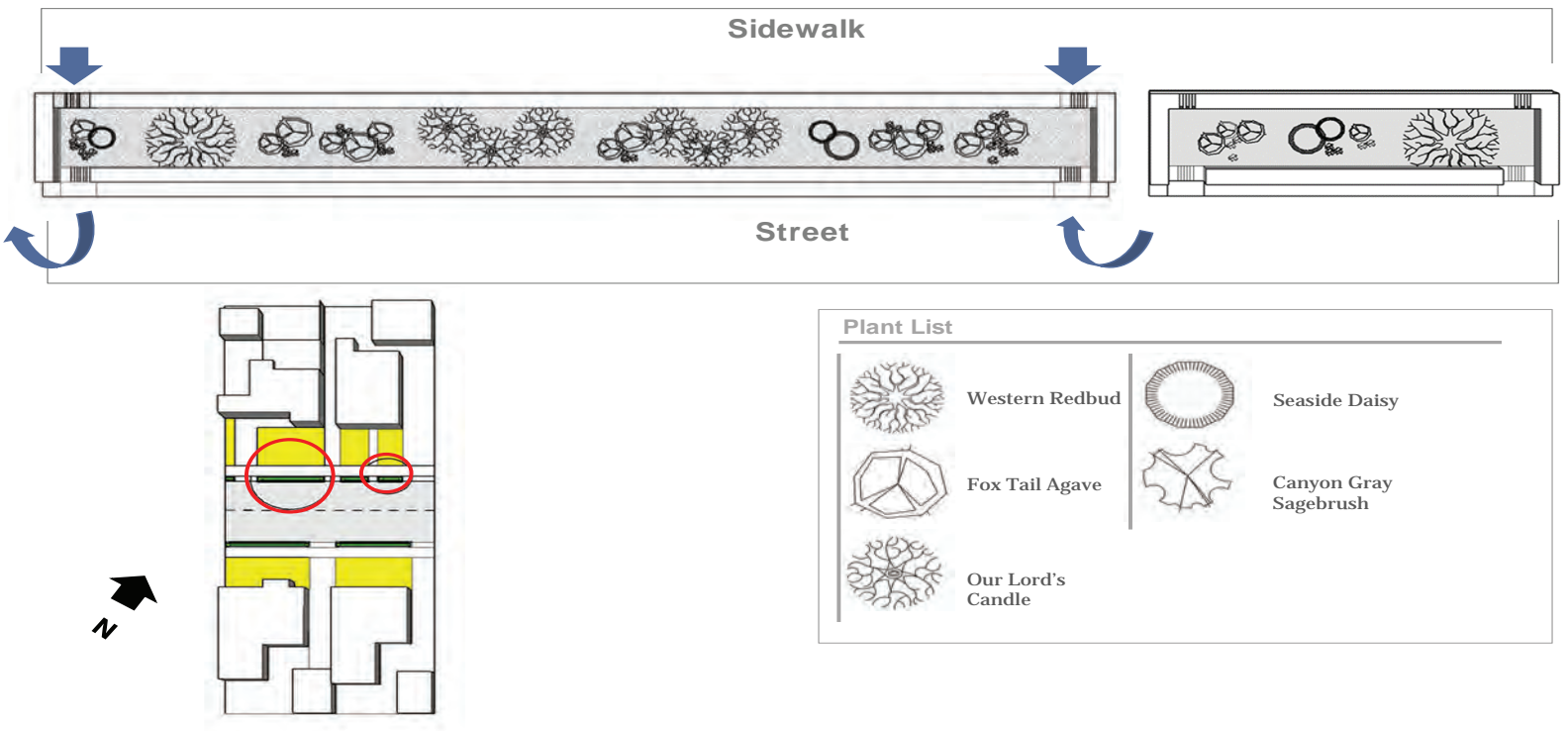
A Step-by-Step Process for Bioswales creation with Drought-Tolerant Plants and Efficient Drainage Systems.



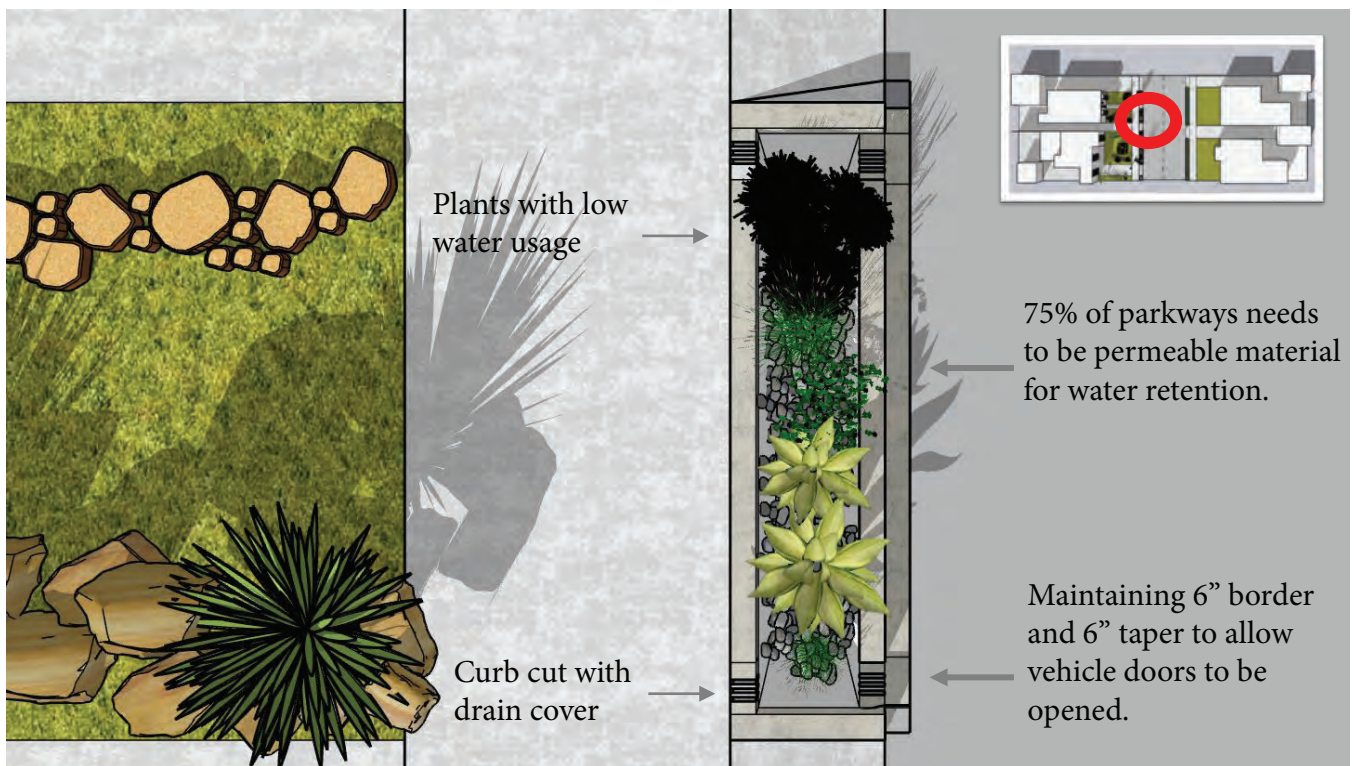
3D Visualization of a Drought-Tolerant Parkway Design.



## SITE AND PLANTING PLANS



## DETAIL PLAN



A Close-Up View of a Drought-Tolerant Detailed Design

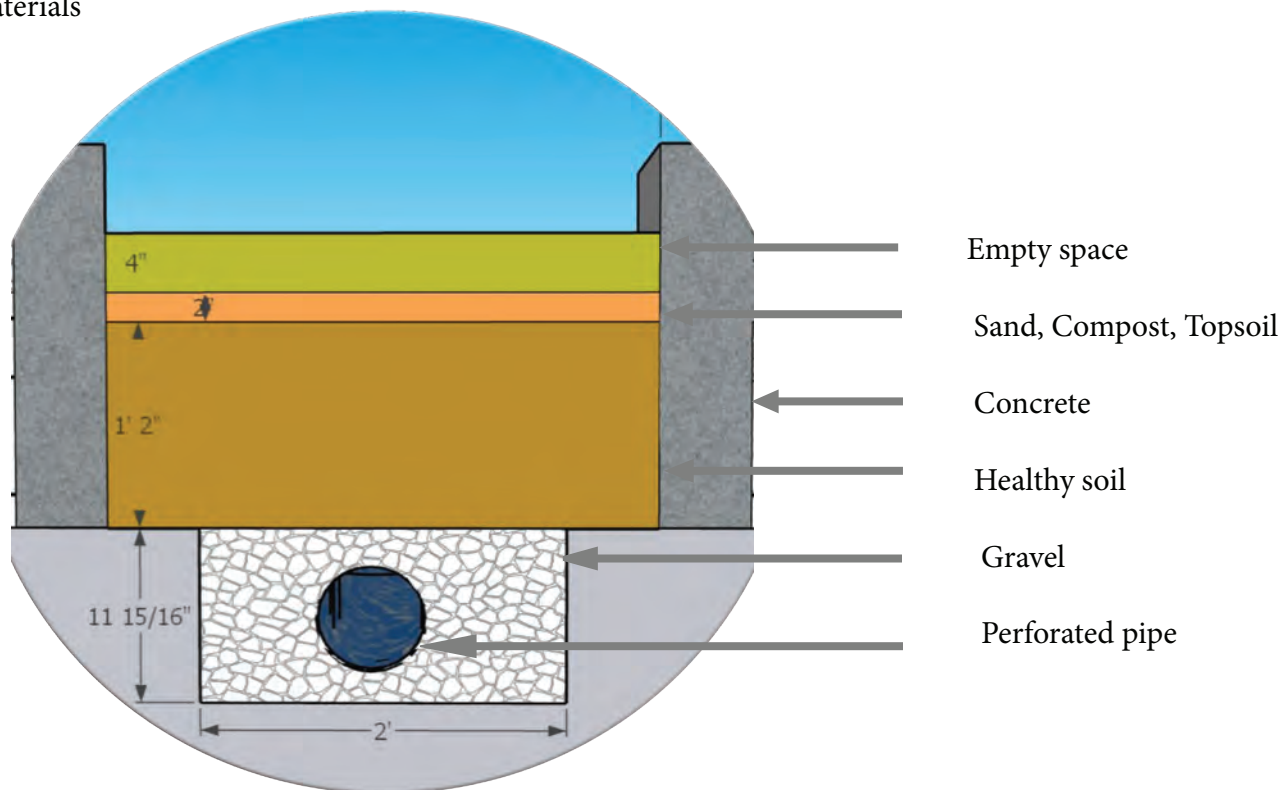
The drought-tolerant parkway design features a list of resilient plant species adaptable to limited water resources, such as Lord's Candle, Seaside Daisy, Canyon Gray Sagebrush, Fox Tail Agave, and Western Redbud. It also incorporates sustainable water management strategies, including curb cuts with drainage leading water into the bioswale, creating a self-sustaining water system. The design aims to create a beautiful and resilient parkway that reduces water usage and encourages the growth of a healthy and diverse ecosystem. The parkway design features curb cuts with drain covers placed in strategic locations to facilitate water flow into the bioswale.

such as gravel or porous concrete, allowing water to infiltrate the soil and promoting healthy plant growth. To ensure functionality, a 6" border and 6" taper are incorporated into the design, allowing vehicle doors to be opened without damaging the landscaping. Furthermore, the design adheres to the requirement of having no more than 50% of the parkway dedicated to landscaping for practical and efficient use of space.

## BIOSWALE DETAIL

The bioswale design promotes efficient water management and healthy plant growth using a prepared soil mixture consisting of sand, compost, and topsoil. A perforated pipe is installed to ensure effective drainage and divert excess water. The design includes 75% permeable materials

to a basin or stream outlet, encouraging water infiltration into the bioswale.



Nature's Filter: A Bioswale in Action



## GUIDELINES FOR PLANTING TREES IN STREETS

Proper spacing is crucial when planting trees in streets. Large trees should be spaced 30-35 feet

apart, while smaller trees should be spaced 20-25 feet apart to allow their canopies to touch when fully grown.



Resilient and Sustainable: A 3D View of San Fernando's Drought-Tolerant Parkway Neighborhood

## PARKWAY PROPOSED IMPROVEMENTS



Sustainability of the Community through Drought-Resistant Parkway Landscaping  
Front yard view, Google maps, 2022.

# REFERENCES

- California, S. of. (n.d.). Model Water Efficient Landscape Ordinance. Department of Water Resources. <https://water.ca.gov/Programs/Water-Use-And-Efficiency/Urban-Water-Use-Efficiency/Model-Water-Efficient-Landscape-Ordinance>
- Calscape - Restore Nature One garden at a time. California Native Plant Society. (n.d.). Retrieved February 27, 2023, from <https://calscape.org/>
- City of Los Angeles approved street tree list - Tree People. (n.d.). Retrieved February 25, 2023, from <https://www.treepeople.org/wp-content/uploads/2021/02/TreePeoples-LA-City-Approved-Street-Tree-List.pdf>
- City of San Fernando. (2021). San Fernando 2020 Urban Water Management Plan Public Draft [PDF]. Retrieved from [https://ci.san-fernando.ca.us/wp-content/uploads/2021/06/San-Fernando\\_2020-UWMP\\_Public-Draft\\_2021-06-02.pdf](https://ci.san-fernando.ca.us/wp-content/uploads/2021/06/San-Fernando_2020-UWMP_Public-Draft_2021-06-02.pdf)
- Dines, N. T., & Brown, K. D. (2002). Stormwater Management. In Time-Saver Standards for landscape architecture (pp. 330–2 5). essay, McGraw-Hill.
- Finch, E. (2023, March 23). Water use classification of landscape species (WUCOLS). California Center for Urban Horticulture. <https://ccuh.ucdavis.edu/wucols>
- Hoffman, D. (2020, May 28). Land Use Policy - Community/Area Plan. County of Los Angeles; County of Los Angeles.
- Plantmaster. PlantMaster. (n.d.). Retrieved February 27, 2023, from <https://plantmaster.com/>
- Rojas, J., & Kamp, J. (2022). Dream play build: Hands-on community engagement for enduring spaces and places. Island Press.
- Rojas, J. T. (1991). The enacted environment--the creation of "place" by Mexicans and Mexican Americans in East Los Angeles (Doctoral dissertation, Massachusetts Institute of Technology).
- San Fernando Community History (n.d.). [web log]. Retrieved March 1, 2023, from <https://lacountylibrary.org/sanfernando-local-history/>
- State of California Department of Finance (2022). E-4 Historical Population Estimates for Cities, Counties, and the State. Retrieved September 2, 2022, from <https://dof.ca.gov/forecasting/demographics/estimates/>
- U.S. Census Bureau (2022). Median Household Income, 2016-2020 American Community Survey, 5-Year Estimates. Retrieved October 1, 2022, from <https://www.census.gov/quickfacts/sanfernandocitycalifornia>
- U.S. Census Bureau (2022). Owner-occupied housing unit rate, 2016-2020 American Community Survey, 5-Year Estimates. Retrieved October 1, 2022, from <https://www.census.gov/quickfacts/sanfernandocitycalifornia>
- U.S. Census Bureau (2022). Race, American Community Survey and Population Estimates Program Retrieved October 1, 2022, from <https://www.census.gov/quickfacts/sanfernandocitycalifornia>
- What is Latino Urbanism? (2021, October 21). [web log]. Retrieved September 23, 2022, from <https://planning.lacity.org/blog/what-latino-urbanism>.



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

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

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

**Date:** March 18, 2023

**Subject:** Presentation and Discussion of the Mid-Year Budget Review for Fiscal Year 2023-2024; and Consideration to Adopt a Resolution Approving the Mid-Year Proposed Budget and Blanket Purchase Order Adjustments

### RECOMMENDATION:

It is recommended that the City Council:

- a. Review and discuss the Mid-Year Budget Review for Fiscal Year (FY) 2023-2024;
- b. Adopt Resolution No. 8293 (Attachment "A") amending the City's FY 2023-2024 Budget to include the proposed mid-year and blanket purchase order adjustments; and
- c. Review the FY 2024-2025 Budget Calendar.

### BACKGROUND:

1. On June 20, 2023, the City Council adopted Resolution No. 8242 approving the FY 2023-2024 City Budget.
2. Pursuant to the City's Adopted Budget Policy, the City Manager will present a mid-year fiscal review to City Council (typically in February or March). The purpose of the mid-year review is to update City Council on the financial condition of the City and recommend adjustments to the City's Budget that have been identified subsequent to budget adoption.
3. During January – February 2024, the Director of Finance met with various Departments to review any proposed changes that would be needed to continue the operations of the City. In addition, the City Manager and Director of Finance reviewed revenues and expenditures through January 2024, and reviewed proposed budget amendments.

**Presentation and Discussion of the Mid-Year Budget Review for Fiscal Year 2023-2024; and Consideration to Adopt a Resolution Approving the Mid-Year Proposed Budget and Blanket Purchase Order Adjustments**

Page 2 of 7

**ANALYSIS:**

The annual mid-year budget review is an essential element in maintaining financial stability and transparency. The mid-year budget review process provides the City Council with an opportunity to review the General Fund, make the needed course corrections to achieve a more accurate budget for the current fiscal year, and help shape the development of the FY 2024-2025 Budget.

**General Fund.**

The General Fund is the chief operating fund for the City that provides funding for police and fire services, street, sidewalk and tree maintenance, development and construction permitting, recreation programming, cultural arts and special events, and management oversight. The City adopted a balanced budget for FY 2023-2024 with \$26,278,215 in revenues and \$26,216,915 in expenditures, resulting in net budget surplus of \$61,300.

*Revenues.* Total adopted General Fund revenues for FY 2023-2024 were \$26,278,215. Staff has reviewed receipts through mid-year, reviewed economic reporting and met with various contracted revenue consultants. Overall General Fund Revenues are performing within expectations therefore, no changes are recommended.

*Expenditures.* Total adopted General Fund expenditures for FY 2023-2024 were \$26,216,915. Adjusted expenditures through January 2023 amounted to \$294,083, which includes \$65,000 of new appropriations approved by City Council and \$229,083 of prior year carry overs (i.e. items that were approved in prior budget years, but items were not received before the close of the fiscal year), resulted in a total adjusted expenditure budget (before recommended mid-year adjustments) of \$26,510,998:

<b>City Council Approved During FY 2023-2024</b>	<b>Adjustment</b>
Special Municipal Election	\$ 65,000
<i>Subtotal:</i>	\$ 65,000
<b>Carryovers from FY 2022-2023</b>	<b>Adjustment</b>
PW Heavy Duty Equipment ( <i>Mule and Trailer</i> )	\$ 29,581
PD Bullet Proof Vests	23,301
On-Call Building Inspection Services	20,275
Planning Services	18,723
Catch Basin Cleaning Services	16,884
On-Call Community Preservation Services	16,260
Building Plan Check & Building Official Services	15,374
GIS Services - Citywide Projects	14,160
On-Call Architectural Design Review Services	12,493
Housing Element Consultant ( <i>including VMT Analysis</i> )	12,123



**Presentation and Discussion of the Mid-Year Budget Review for Fiscal Year 2023-2024; and Consideration to Adopt a Resolution Approving the Mid-Year Proposed Budget and Blanket Purchase Order Adjustments**

Page 3 of 7

Finance PC Replacements	10,725
Downtown Master Plan Consultant	10,104
Scanning & Digitizing Services	5,500
On-Call Engineering Services	4,966
Background Investigative Services	4,847
Local Hazard Mitigation Plan	4,625
Public Relations Services	3,671
Community Development Redesign Furniture	2,323
Personnel Equipment - Record Device	1,778
Mariachi Master Apprentice Program	1,370
<i>Subtotal:</i>	<i>\$ 229,083</i>
<b>Total Expenditure Adjustments through 1/31/2024</b>	<b>\$ 294,083</b>

The mid-year adjustments proposed in the General Fund are primary related to city attorney fees (approved contract amendment by City Council on December 4, 2023) and corrections to internal service fund transfers. Details for each adjustment are provided in Exhibit "A" of Attachment "A". These adjustments total \$31,034:

<b>Expenditure Category</b>	<b>Adjustment</b>
City Attorney – Amended Contract	\$ 20,000
Internal Service Fund Transfers	11,034
<b>Total Expenditure Adjustment</b>	<b>\$ 31,034</b>

The mid-year adjustments result in a total budget increase of \$325,117 with a net budget deficit of \$263,817 in the General Fund, which is due primarily to prior year carryovers. As previously mentioned carryovers are items that were approved and budgeted in prior fiscal years, but items were not received before the close of the fiscal year in June. As a result, the funds budgeted for those items were not expended and, therefore, added to the General Fund reserve. Consequently, those funds must be re-budgeted from the General Fund reserve in the current fiscal year. The General Fund maintains adequate reserves to cover the additional appropriations.

<b>Fund</b>	<b>2023-2024 Adjusted Budget</b>	<b>Proposed Net Adjustments</b>	<b>2023-2024 Proposed Total</b>
Revenues	\$ 26,278,215	\$ 0	\$ 26,278,215
Expenditures	\$ 26,216,215	\$ 325,117	\$ 26,542,032
<b>Surplus/(Deficit)</b>	<b>\$ 61,300</b>		<b>\$ (263,817)</b>
		<i>GF Reserve (6/30/22)</i>	<i>\$ 10,231,041</i>
		<i>GF Reserve (6/30/23)</i>	<i>\$ 10,282,877</i>
		<b>Estimated GF Reserve (6/30/24)</b>	<b>\$ 10,019,060</b>

**Presentation and Discussion of the Mid-Year Budget Review for Fiscal Year 2023-2024; and Consideration to Adopt a Resolution Approving the Mid-Year Proposed Budget and Blanket Purchase Order Adjustments**

Page 4 of 7

---

Other Funds.

In addition to adjustments in the General Fund, there are a number of other funds that require mid-year adjustments. Specifically, budget adjustments are being proposed in the Self-Insurance Fund, Equipment Maintenance and Replacement Fund, Water Fund, Sewer Fund, State Gas Tax Fund and American Rescue Plan Act Fund. Highlights of the proposed changes are noted below:

1. *Self Insurance Fund* – Increases in revenues of \$1.4M due to reimbursements and a corrective journal for internal service fund charges. The additional revenue adjustment will be used to offset increased expenditures of \$1.2M for increased premiums and claims (workers compensation and liability).
2. *Sewer Fund* – Increases in expenditures of \$519,334 to fund allowable allocated indirect costs and to fund increased annual Waste & Water operations billing from the City of Los Angeles.
3. *American Rescue Plan Act Fund* – Adjustments made in response to October 16, 2023 City Council direction as follows:
  - a. Decreased funding for Water System Capital Improvement Project by \$1M due to alternative funding sources including \$7.5 million from former State Senator Hertzberg and \$3 million from Senator Caroline Menjivar.
  - b. Decreased funding for Wi-Fi at Las Palmas & Recreation Park with Computer Rooms by \$154,961 due to memorandum of understanding (MOU) between the City and the County to support broadband connectivity to address the digital divide by delivering high-speed, high-quality broadband internet service to each residence using wireless technology, fiber or a combination of both.
  - c. Added below projects totaling \$1,154,961:
    - i. Gap Funding towards Street Repavement Project - \$250,000
    - ii. Citywide Curb Repainting Project - \$200,000
    - iii. Las Palmas HVAC Project - \$400,000
    - iv. Las Palmas Server Room Transition - \$50,000
    - v. Pioneer Park Project - \$254,961\*

*\* Note: The Pioneer Park Project Gap Funding was recommended for ARPA Funding use at February 5, 2024 City Council Meeting pending availability of State Funding for Water Projects.*

A remaining undesignated balance of \$171,839 is available in ARPA Funds from projects. Per ARPA Guidelines, all funds must be obligated (under contract/purchase order) by December 31, 2024, and fully expended by December 31, 2026.

**Presentation and Discussion of the Mid-Year Budget Review for Fiscal Year 2023-2024; and Consideration to Adopt a Resolution Approving the Mid-Year Proposed Budget and Blanket Purchase Order Adjustments**

Page 5 of 7

---

Enhancement Adjustments.

During the FY 2023-2024 budget, City Council approved a total of \$585,325 in General Fund enhancement requests to increase efficiency, improve customer service, cultivate staff skill and morale, develop deferred maintenance plans and address the 2022 – 2026 Strategic Goals. Of the \$518,150 approved one-time and \$67,175 for ongoing enhancements, two enhancements requests are being recommended for reappropriation due to revised project scope:

1. *2023 Oxnard Police Explorers Channel Islands Challenge – \$9,015 (Police Department):* Timing issues for the previously recommended program prohibited the Explorers from attending the Oxnard Channels Challenge event. Due to the specificity of the enhancement request, staff is instead requesting use of the funds to attend the 2024 Excon Explorers Challenge event in Las Vegas, which will take place from June 7 – 9, 2024.
2. *Tuition Assistance - \$3,000 (Community Development Department):* Funding was requested to fund tuition for the associate planner position for the current fiscal year, however, they were unable to take the required courses. To continue the aim for furthering employee education, the funds are being instead requested to shift to the Community Preservation Division to fund certifications for two Code Enforcement positions through the California Association of Code Enforcement Officers.

The recommended enhancement changes will not result any net increases to the overall budget.

Fiscal Year 2024-2025 Budget Outlook.

In order to meet the budget adoption deadline and give City Council and the public sufficient time to review and consider the City Manager's Proposed Budget, staff begins making preparations for the budget process in January each year. Preparations include initial revenue projections, providing direction to Departments regarding budget guidelines and expectations (e.g., reductions in Operations and Maintenance budgets, Maintenance of Effort budgets, funded enhancement requests only, etc.), and planning the budget calendar to get input from City Council.

To facilitate an efficient budget process, staff has developed a proposed calendar of events for the FY 2024-2025 budget process. The purpose of a budget calendar is to provide all parties involved with deadlines for submitting data and budget requests and provide the community opportunities to provide input. A summary of some of the important dates, including the budget study session(s) and budget adoption, are as follows:

Tuesday, February 13, 2024

- City Council special study session to discuss Citywide Strategic Goals and set City Council Priorities for FY 2024-2025

**Presentation and Discussion of the Mid-Year Budget Review for Fiscal Year 2023-2024; and Consideration to Adopt a Resolution Approving the Mid-Year Proposed Budget and Blanket Purchase Order Adjustments**

Page 6 of 7

---

Monday, March 25, 2024

- Local Transaction Tax Town Hall Meeting

Tuesday, March 26, 2024

- Education Commission Budget Outreach

Monday, April 1, 2024

- Community Survey Responses Due

Thursday, April 4, 2024

- Transportation & Public Safety Commission Budget Outreach

Monday, April 8, 2024

- Planning & Preservation Commission Budget Outreach

Thursday, April 11, 2024

- Parks, Wellness & Recreation Commission Budget Outreach

Monday, May 6, 2024

- Distribute FY 2024-2025 Proposed Budget Book to City Council and post to City website for public view

Wednesday, May 8, 2024

- Virtual Proposed Budget Town Hall Meeting

Monday, May 13, 2024

- Budget Study Session (Department Overview of Administration, City Clerk, Finance, Community Development, Recreation and Community Services)

Monday, May 20, 2024

- Special Budget Study Session (Department Overview of Police, Public Works – Operations and Capital Improvement Plan).

Tuesday, May 28, 2024

- Special Budget Study Session (if necessary)

Monday, June 4, 2024

- Budget Study Session (if necessary)

Tuesday, June 17, 2023

- Budget Adoption

**Presentation and Discussion of the Mid-Year Budget Review for Fiscal Year 2023-2024; and  
Consideration to Adopt a Resolution Approving the Mid-Year Proposed Budget and Blanket Purchase  
Order Adjustments**

Page 7 of 7

---

**BUDGET IMPACT:**

The proposed adjustments in all funds are relatively minor and reflect adjustments needed during the normal course of business in any fiscal year. Although the General Fund mid-year adjustments result in a net one-time budget deficit of \$(263,817), the General Fund Reserves will cover this shortfall. That said, staff projects a year-end General Fund Balance of approximately of \$10.0M, which represents 42% of the City's General Fund FY 2023-2024 operating expenditures.

**CONCLUSION:**

Adopting the proposed mid-year adjustments will provide staff with the budget authority to make the needed course corrections and achieve a more accurate budget for the current fiscal year and provide the basis for developing the FY 2024-2025 Budget.

**ATTACHMENTS:**

- A. Resolution No. 8293, including:
  - Exhibit "A": Summary of FY 2023-2024 Proposed Mid-year Budget Adjustments
  - Exhibit "B": Summary of Blanket Purchase Orders
- B. Preliminary FY 2024-2025 Budget Calendar

**RESOLUTION NO. 8293**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,  
CALIFORNIA, AMENDING THE ADOPTED BUDGET FOR FISCAL YEAR  
2023-2024 ADOPTED ON JUNE 20, 2023**

**WHEREAS**, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-2024, commencing July 1, 2023, and ending June 30, 2024; and

**WHEREAS**, the purpose of the mid-year adjustment is to update the community on the financial condition of the City and recommend adjustments to the City's Budget that have been identified subsequent to budget adoption; and

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

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024, a copy of which is on file in the City Clerk's Office, and has been adopted on June 20, 2023.

**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 hereby amends the adopted Budget to adjust the expenditures and revenues as provided in Exhibit "A," attached hereto.

**SECTION 2.** The City Council hereby amends the adopted Budget to adjust the Blanket Purchase Order List for as provided in Exhibit "B," attached hereto.

**SECTION 3.** 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 18<sup>th</sup> day of March 2024.

\_\_\_\_\_  
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. 8293 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 18<sup>th</sup> day of March, 2024, 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 March, 2024.

---

Julia Fritz, City Clerk

**GENERAL FUND**  
**FY 2023-2024 MID-YEAR BUDGET ADJUSTMENTS**

GENERAL FUND						
Beginning Fund Balance:				10,282,877		
ADOPTED GENERAL FUND REVENUES				26,278,215		
Fund	Acct.	Project.	REVENUE Account Title	2024 Total Budget	Proposed Adjustment	Proposed Total Justification:
NO REVENUE ADJUSTMENT				-		-
Subtotal Revenue Adjustments					-	
TOTAL ADJUSTED GENERAL FUND REVENUES					26,278,215	
ADOPTED GENERAL FUND EXPENDITURES				26,216,915		
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2024 Total Budget	Proposed Adjustment Proposed Total Justification:
APPROPRIATION PER RESOLUTION NO. 8286				-	65,000	65,000 PER BUDGET ADOPTION RESOLUTION NO. 8286
CARRYOVERS PER RESOLUTION NO. 8242				-	229,083	229,083 PER BUDGET ADOPTION RESOLUTION NO. 8242
Subtotal Carryover/Budget Adjustments					294,083	
001	110	0000	4270	PROFESSIONAL SERVICES	275,625	20,000 295,625 INCREASE PER CITY ATTORNEY APPROVED CONTRACT (1698b)
001	500	0000	4260	CONTRACTUAL SERVICES	3,200,000	17,325 3,217,325 INCREASE DUE TO LAFD ACTUAL FEE UPDATES
Subtotal Administration Dept.					20,000	
001	150	0000	4101	SALARIES - PERMANENT EMPLOYEES	181,062	(25,000) 156,062 DECREASE PER 4LEAF APPROVED CONTRACT (2173a)
001	152	0000	4101	SALARIES - PERMANENT EMPLOYEES	321,061	(50,000) 271,061 DECREASE PER 4LEAF APPROVED CONTRACT (2173a)
001	152	0000	4270	PROFESSIONAL SERVICES	41,260	75,000 116,260 INCREASE PER 4LEAF APPROVED CONTRACT (2173a)
001	155	0000	4743	FACILITY MAINTENANCE CHARGES	15,326	3,065 18,391 CORRECTION FOR ISF AJE
Subtotal Community Development Dept.					3,065	
001	370	0320	4741	FACILITY MAINTENANCE CHARGES	12,261	7,969 20,230 CORRECTION FOR ISF AJE
001	311	0000	4741	EQUIPMENT REPLACEMENT CHARGES	41,987	(30,787) 11,200 CORRECTION FOR ISF AJE
001	311	0320	4741	EQUIPMENT MAINTENANCE CHARGES	11,200	30,787 41,987 CORRECTION FOR ISF AJE
Subtotal Public Works Dept.					7,969	
Subtotal Expenditure Adjustments					325,117	
TOTAL ADJUSTED GENERAL FUND EXPENDITURES					26,542,032	
TOTAL ADJUSTED GENERAL FUND SURPLUS(DEFICIT)					(263,817)	
Ending Fund Balance:					10,019,060	



**INTERNAL SERVICE FUNDS**  
**FY 2023-2024 MID-YEAR BUDGET ADJUSTMENTS**

**SELF INSURANCE FUND**

Beginning Fund Balance:				167,163				
TOTAL SELF INSURANCE REVENUES				2,419,641				
REVENUE				2024	Proposed	Proposed		
Fund	Acct.	Project	Account Title	Total Budget	Adjustment	Total	Justification:	
006	3901	0000	MISCELLANEOUS REVENUE	-	933,196	933,196	INCREASE BASED ON MIDYEAR REIMBURSEMENTS	
006	3951	0000	LIABILITY CHARGE	1,010,000	490,000	1,500,000	CORRECTION FOR ISF AJE	
Subtotal Revenue Adjustments					1,423,196			
TOTAL ADJUSTED SELF INSURANCE REVENUES					3,842,837			
TOTAL SELF INSURANCE EXPENDITURES					2,815,000			
EXPENDITURE				2024	Proposed	Proposed		
Fund	Div.	Project	Acct.	Total Budget	Adjustment	Total	Justification:	
006	190	0000	4240	INSURANCE AND SURETY	448,249	125,000	573,249	ADDITIONAL FUNDS FOR INSURANCE PREMIUMS
006	190	0000	4830	LIABILITY INSURANCE REQUIREMENTS	1,601,231	350,000	1,951,231	ADDITIONAL FUNDS FOR INSURANCE PREMIUMS
006	190	0000	4800	LIABILITY INSURANCE CLAIMS	348,769	580,000	928,769	ADDITIONAL FUNDS FOR INSURANCE CLAIMS
006	190	0000	4810	WORKERS COMP CLAIMS	416,751	140,000	556,751	ADDITIONAL FUNDS FOR INSURANCE CLAIMS
Subtotal Expenditure Adjustments					1,195,000			
TOTAL ADJUSTED SELF INSURANCE EXPENDITURES					4,010,000			
TOTAL ADJUSTED SELF INSURANCE FUND SURPLUS(DEFICIT)					(167,163)			
Ending Fund Balance:					-			

**ENTERPRISE FUNDS**  
**FY 2023-2024 MID-YEAR BUDGET ADJUSTMENTS**

**WATER FUND**

Beginning Fund Balance:				4,032,809			
TOTAL WATER FUND REVENUES				5,750,948			
		REVENUE		2024	Proposed	Proposed	
Fund	Acct.	Proj.	Account Title	Total Budget	Adjustment	Total	Justification:
070		NO REVENUE ADJUSTMENTS		-	-	-	
Subtotal Revenue Adjustments					-		
ADJUSTED WATER FUND REVENUES				5,750,948			
WATER FUND OPERATING EXPENDITURES				5,734,699			
		EXPENDITURE		2024	Proposed	Proposed	
Fund	Div.	Proj.	Acct.	Account Title	Total Budget	Adjustment	Total
070		381	0000	4101 SALARIES - PERMANENT EMPLOYEES	1,030,536	(80,000)	950,536
070		381	0000	4260 PROFESSIONAL SERVICES	204,000	30,000	234,000
070		384	0000	4260 PROFESSIONAL SERVICES	204,000	30,000	234,000
070		384	0857	4260 PROFESSIONAL SERVICES	157,400	50,000	207,400
Subtotal Expenditure Adjustments					30,000		
ADJUSTED WATER FUND OPERATING EXPENDITURES				5,764,699			
WATER FUND CAPITAL EXPENDITURES				2,060,650			
		CAPITAL EXPENDITURE		2024	Proposed	Proposed	
Fund	Div.	Proj.	Acct.	Account Title	Total Budget	Adjustment	Total
070		385	0000	4820 DEPRECIATION EXPENSE	-	-	-
Subtotal Expenditure Adjustments					-		
ADJUSTED WATER FUND CAPITAL EXPENDITURES				2,060,650			
TOTAL ADJUSTED WATER FUND SURPLUS(DEFICIT)				(13,751)			
Ending Fund Balance:				4,019,058			

**ENTERPRISE FUNDS**  
**FY 2023-2024 MID-YEAR BUDGET ADJUSTMENTS**

**SEWER FUND**

Beginning Fund Balance:					3,908,052			
TOTAL SEWER FUND REVENUES					3,525,000			
Fund	Acct.	Proj.	REVENUE Account Title		2024 Total Budget	Proposed Adjustment	Proposed Total	Justification:
NO REVENUE ADJUSTMENTS					-	-	-	
Subtotal Revenue Adjustments						-		
ADJUSTED SEWER FUND REVENUES					3,525,000			
SEWER FUND OPERATING EXPENDITURES					3,102,622			
Fund	Div.	Proj.	Acct.	EXPENDITURE Account Title	2024 Total Budget	Proposed Adjustment	Proposed Total	Justification:
072	360	0000	4480	TRANSFER TO FACILTIV MAINTENANCE FUND	327,730	43,134	370,864	INCREASE TO FUND ALLOWABLE ALLOCATED INDIRECT COST
072	360	0629	4260	PROFESSIONAL SERVICES	1,200,000	476,200	1,676,200	INCREASED TO FUND
Subtotal Expenditure Adjustments						519,334		
ADJUSTED SEWER FUND OPERATING EXPENDITURES					3,621,956			
SEWER FUND CAPITAL EXPENDITURES					778,000			
Fund	Div.	Proj.	Acct.	CAPITAL EXPENDITURE Account Title	2024 Total Budget	Proposed Adjustment	Proposed Total	Justification:
NO CAPITAL ADJUSTMENTS					-	-	-	
Subtotal Expenditure Adjustments						-		
ADJUSTED SEWER FUND CAPITAL EXPENDITURES					778,000			
TOTAL ADJUSTED SEWER FUND SURPLUS(DEFICIT)						(874,956)		
Ending Fund Balance:						3,033,096		

**SPECIAL REVENUE FUNDS  
FY 2023-2024 MID-YEAR BUDGET ADJUSTMENTS**

**STATE GAS TAX FUND**

Beginning Fund Balance:				-				
TOTAL REVENUES				674,693				
Fund	Acct.	Project.	REVENUE Account Title	2024 Total Budget	Proposed Adjustment	Proposed Total	Justification:	
NO REVENUE ADJUSTMENT				-	-	-		
Subtotal Revenue Adjustments				-				
TOTAL ADJUSTED REVENUES				674,693				
TOTAL EXPENDITURES				323,458				
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2024 Total Budget	Proposed Adjustment	Proposed Total	Justification:
011	311	0303	4600	ACTIVITIES AND PROGRAMS	27,886	250,000	277,886	FOR ANNUAL STREET REPAVEMENT PROJECT (CORRECTION TO RESO. 8204)
Subtotal Expenditure Adjustments				250,000				
TOTAL ADJUSTED EXPENDITURES				573,458				
TOTAL ADJUSTED GAS TAX FUND SURPLUS(DEFICIT)				101,235				
Ending Fund Balance:				101,235				

**PARKING & MAINTENANCE OPERATIONS FUND**

Beginning Fund Balance:					340,919			
TOTAL REVENUES					240,550			
Fund	Acct.	Project.	REVENUE Account Title	2024 Total Budget	Proposed Adjustment	Proposed Total	Justification:	
NO REVENUE ADJUSTMENTS								
TOTAL ADJUSTED REVENUES					240,550			
TOTAL EXPENDITURES					232,309			
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2024 Total Budget	Proposed Adjustment	Proposed Total	Justification:
029	335	0000	4480	TRANSFER TO FACILTIY MAINTENANCE FUND	23,812	5,740	29,552	INCREASE TO FUND ALLOWABLE ALLOCATED INDIRECT COST
Subtotal Expenditure Adjustments						5,740		
TOTAL ADJUSTED EXPENDITURES					238,049			
TOTAL ADJUSTED PARKING FUND SURPLUS(DEFICIT)					2,501			
Ending Fund Balance:					343,420			

**SPECIAL REVENUE FUNDS  
FY 2023-2024 MID-YEAR BUDGET ADJUSTMENTS**

**AMERICAN RESCUE PLAN ACT (ARPA)**

Beginning Fund Balance:				4,311,740				
TOTAL REVENUES				-				
Fund	Acct.	Project.	REVENUE Account Title	2024 Total Budget	Proposed Adjustment	Proposed Total	Justification:	
NO REVENUE ADJUSTMENTS								
TOTAL ADJUSTED REVENUES				-				
TOTAL EXPENDITURES				-				
Fund	Div.	Project.	Acct.	EXPENDITURE Account Title	2024 Total Budget	Proposed Adjustment	Proposed Total	Justification:
121	385	3689	4600	CAPITAL PROJECTS - WATER	1,000,000	(1,000,000)	-	DECREASE TO WATER DISTRIBUTION DUE TO STATE FUNDING
121	135	3689	4260	CONTRACTUAL SERVICES	336,773	(154,961)	181,812	DECREASE FROM WIFI PROJECT (PER 10/16/2023 COUNCIL DIRECTION)
121	311	3689	4600	CAPITAL PROJECTS	500,000	250,000		FOR ANNUAL STREET REPAVEMENT PROJECT (PER 10/16/2023 COUNCIL DIRECTION)
							750,000	
121	311	3689	4600	CAPITAL PROJECTS	500,000	200,000	700,000	FOR CITYWIDE CURB REPAINTING (PER 10/16/2023 COUNCIL DIRECTION)
121	422	3689	4600	CAPITAL PROJECTS		400,000	400,000	FOR LAS PALMS HVAC PROJECT (PER 10/16/2023 COUNCIL DIRECTION)
121	135	3689	4600	CAPITAL PROJECTS	336,773	50,000	386,773	FOR SERVER ROOM TRANSITION PROJECT (PER 10/16/2023 COUNCIL DIRECTION)
121	420	0671	4600	CAPITAL PROJECTS	-	254,961	254,961	FOR PIONEER PARK PROJECT (PER 2/5/2024 COUNCIL DIRECTION)
Subtotal Expenditure Adjustments					-			
TOTAL ADJUSTED EXPENDITURES				-				
TOTAL ADJUSTED AMERICAN RESCUE FUND SURPLUS(DEFICIT)					0			
Ending Fund Balance:					4,311,740			

**CITY OF SAN FERNANDO**  
**SUMMARY OF BLANKET PURCHASE ORDERS**  
**FISCAL YEAR 2023-2024**

<b>VENDOR NAME</b>	<b>NOT TO EXCEED</b>	<b>SUMMARY OF GOODS TO BE PROVIDED UNDER BLANKET PURCHASE ORDER</b>
3G SIGNS	25,000	PRINTED FORMS
ADVANCED AUTO REPAIR	100,000	VEHICLE REPAIR AND BODY WORK
AG LAWNMOWER SHOP	25,000	SMALL EQUIPMENT AND REPAIRS
ALL STAR ELITE SPORTS	25,000	UNIFORMS-RCS SPORTS PROGRAMS
AQUA-METRIC SALES COMPANY	50,000	WATER METERS, FIRE SERVICE MATL'S, FIRE HYDRANT SERVICE LINES
ARROYO BUILDING MATERIAL	25,000	MISC LOCAL HARDWARE SUPPLIES
BADGER METER, INC	100,000	WATER METERS, FIRE SERVICE MATL'S, FIRE HYDRANT SERVICE LINES
COOPER HARDWARE	25,000	MISC SUPPLIES
CORE & MAIN LP	125,000	WATER METERS, FIRE SERVICE MATL'S, FIRE HYDRANT SERVICE LINES
DOOLEY ENTERPRISES INC	25,000	AMMUNITION
DUTHIE POWER SERVICES INC	30,000	GENERATOR MAINTENANCE AND REPAIRS
<b>FERGUSON WATER WORKS</b>	<b>125,000</b> <del>25,000</del>	WATER METERS, FIRE SERVICE MATL'S, FIRE HYDRANT SERVICE LINES
GRAINGER INC	75,000	SUPPLIES FOR BLDG AND LANDSCAPE PROJECTS
H & H WHOLESALE PARTS	25,000	VARIOUS TYPES OF BATTERIES FOR CITY FLEET
IRRIGATION EXPRESS	25,000	MISC IRRIGATION SUPPLIES
KEYSTONE UNIFORM DEPOT	25,000	POLICE UNIFORMS
MACKAY METERS INC	25,000	PARKING METER PARTS & EQUIP
MCCALLA COMPANY	25,000	LIVESCAN SUPPLIES
NATIONAL READY MIXED CONCRETE COMPANY	25,000	CONCRETE FOR STREETS AND SIDEWALKS
O'REILLY AUTOMOTIVE STORES INC	30,000	VEHICLE SERVICE. MAINTENANCE AND REPAIR MATL'S & SUPPLIES
PRO FORCE LAW ENFORCEMENT	25,000	TASERS, HOLSTERS & ACCESSORIES
PROFESSIONAL PRINTING CENTER	50,000	PRINTED FORMS
ROYAL INDUSTRIAL SOLUTIONS	30,000	ELECTRICAL PARTS AND MATL'S
ROYAL PAPER CORPORATION	25,000	JANITORIAL SUPPLIES
<b>STEP SAVER</b> <b>ADD: CARFILL INCORPORATED</b>	100,000	NSF CERTIFIED BULK SALT FOR THE ION EXCHANGE REMOVAL UNIT
SUNBURST UNIFORMS	25,000	POLICE UNIFORMS
THE GOODYEAR TIRE & RUBBER CO DBA JUST TIRES	25,000	TIRES FOR CITY FLEET
ULTRA GREENS, INC	25,000	GENERAL LANDSCAPE SUPPLIES & MATERIALS
UNIFORM & ACCESSORIES	25,000	POLICE UNIFORMS
USA BLUE BOOK	25,000	MISC WATER SUPPLIES
VALLEY LOCKSMITH	30,000	LOCKSMITH SUPPLIES & SERVICES FOR ALL FACILITIES
VULCAN MATERIALS COMPANY	30,000	UTILITY TRENCH AND POTHOLE REPAIR
ZUMAR INDUSTRIES INC	25,000	SIGNS AND MATERIALS



# FISCAL YEAR 2024-2025 BUDGET CALENDAR

TIME FRAME	TASK	DEPARTMENT(S)
January - April 2024	Review and calculate revenue projections for General Fund, Special Revenue Funds, Enterprise Funds and Capital Projects Funds.	Finance
February 2024	Review/Update salary projections.	Personnel, Finance
February 13, 2024	Special Study session to review Citywide Strategic Goals and Set City Council Priorities for FY 2024-2025	Administration
March 18, 2024	City Council update and presentation: <ul style="list-style-type: none"> <li>FY 2022-2023 Audited Financial Statements</li> <li>FY 2023-2024 Mid-year Budget</li> <li>FY 2024-2025 Budget Kickoff</li> </ul>	Administration, Finance
March – May 2024	Public Engagement: <ul style="list-style-type: none"> <li>2024-2025 Citywide Priorities Survey</li> <li>Local Transaction Tax Town Hall Meeting</li> <li>Commission Meeting Presentations</li> <li>2024-2025 Proposed Budget Virtual Town Hall Meeting</li> </ul>	Administration, Finance
March 12, 2024	City Manager meets with Department Heads to discuss the budget schedule and provide direction regarding budget guidelines.	All Departments
March 12 – April 5, 2024	Departments review and complete budget forms.	All Departments
April 8 - 12, 2024	Preliminary review of department budget forms, including review of enhancement and Capital requests.	Administration, Finance
April 15 - 18, 2024	City Manager/Finance Director meetings with Department Heads to discuss budget requests.	All Departments
April 22 – 24, 2024	Finalize City Manager's recommendations.	Administration, Finance
April/May 2024	Prepare Proposed Budget document.	Administration, Finance
May 6, 2024	Provide Proposed Budget to City Council and post to the City's website.	Administration, Finance
May 13, 2024 May 20, 2024 May 28, 2024 June 3, 2024 (if necessary)	Budget Study Sessions.	All Departments
May/June 2024	Update Proposed Budget based on City Council direction.	Administration, Finance
June 4, 2024	Publish Notice of Public Hearing for budget adoptions.	City Clerk
June 17, 2024	Budget hearing and adoption, including adopting of Gann Limit.	Administration, Finance
July 1, 2024	Post adopted budget to the City's Finance system.	Finance
July/August 2024	Produce Adopted Budget Book, distribute to City Council, post to the City's website, and submit for GFOA Award.	Finance

*This Page  
Intentionally  
Left Blank*





*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

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

**From:** Nick Kimball, City Manager  
By: Erika Ramirez, Director of Community Development

**Date:** March 18, 2024

**Subject:** Discussion and Consideration to Approve a Contract Services Agreement with the County of Los Angeles Department of Animal Care and Control to Provide Animal Care and Control Services to the City

### RECOMMENDATION:

It is recommended that City Council:

- a. Approve a new standardized Contract Services Agreement with the County of Los Angeles Department of Animal Care and Control (Attachment "A" – Contract No. 2233) to provide animal care and control services to the City; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

### BACKGROUND:

1. On May 6, 2019, City Council approved a five year Agreement with the County of Los Angeles Department of Animal Care and Control (DACC) to provide animal care and control services to the City.
2. The current five-year Agreement is set to expire on June 30, 2024.

### ANALYSIS:

The City of San Fernando provides animal control services to the community through a contract services agreement ("Agreement") with the Los Angeles County Department of Animal Care and Control ("DACC"). Services provided through this Agreement include:

- a. Field services for animal care and control, including enforcement of state statutes and municipal animal control ordinances, dead animal pickup, and licensing fee canvassing and collection.

**Discussion and Consideration to Approve a Contract Services Agreement with the County of Los Angeles Department of Animal Care and Control to Provide Animal Care and Control Services to the City**

Page 2 of 5

- b. Kennel and animal shelter services at Los Angeles County shelters, which accept all animals delivered for impoundment from within the City boundaries 24 hours per day.

Under the proposed Agreement, DACC will continue to provide animal control services to the City through June 30, 2029. The City currently utilizes the DACC to provide the full range of services, including: animal care services; field services to respond to reports of vicious, stray, unlicensed, and injured/deceased animals; licensing services; animal facility inspection and licensing; vaccination and microchip clinics; and records maintenance and retention.

**Calls for Service.**

The City is specifically serviced by the Castaic Animal Care Center. Services can be requested via the City's My San Fernando app, electronically at [Field Services - Animal Care and Control \(lacounty.gov\)](https://www.lacounty.gov/field-services-animal-care-and-control) or by placing a phone call to the DACC Communication Center at (661) 940-4191. If an individual contacts the Communication Center, the call is dispatched to the Officer on duty. The Officer responds to call in order of assigned priority. Below is a chart providing DACC priority levels and target response times and average response times to calls for service from San Fernando.

The DACC Officer uses the list as a guideline only and the call types (within the specified response levels) are in no particular order of importance. DACC expects their officers to use good judgment in determining the appropriate call to handle.

When an officer is dispatched to respond to more than one call of equal priority simultaneously and is not sure which call to make first, the officer may contact the dispatcher for further information in order to decide or contact a supervisor for guidance. The Animal Control Manager or Officer-in-Charge has final decision-making authority when assigning calls.

Occasionally, an officer who is in route to a call may be flagged down by a person or observe a situation that requires a response. Officers must decide whether to continue on the original call or handle the intervening event. The determination of which to handle must be based upon the comparative urgency and the risk to life and priority of the original call and the intervening event.

<b>DACC Priority</b>	<b>DACC Target Response Time</b>	<b>SF Average Response Time (FY 2023/2024)</b>
<b>Priority One:</b> Injured animals, bite/attack in progress, police assist, other high-risk or dangerous call.	Response within one (1) hour or less.	44 minutes
<b>Priority Two:</b> Animals confined by the reporting party.	Response within four (4) hours or less.	54 minutes
<b>Priority Three:</b> Dead animals or patrol for loose dogs on complaint.	Response within twenty-four (24) hours or less.	28 minutes

**Discussion and Consideration to Approve a Contract Services Agreement with the County of Los Angeles  
Department of Animal Care and Control to Provide Animal Care and Control Services to the City**

Page 3 of 5

<b>Priority Four:</b> Barking complaint, dog running from a known address.	Response within seven (7) days.	22 minutes
<b>Priority Five:</b> Future scheduled court appearance or other future scheduled activity.	Future scheduled court appearance or other future scheduled activity. No time limit.	n/a

San Fernando Service Statistics.

In order to provide a full year of information, data was collected and summarized for FY 2022-2023 in the charts below.

San Fernando Animal Care and Control Services & Costs FY 2022-2023						
Month	# of Calls for Service	# of Cat Licenses	# of Dog Licenses	Service Costs	Credits	Total City Costs
July 2022	56	3	36	\$9,193	\$1,580	\$7,613
August 2022	36	2	48	\$6,784	\$1,483	\$5,302
September 2022	40	0	29	\$10,668	\$735	\$9,933
October 2022	31	1	37	\$6,522	\$708	\$5,814
November 2022	25	0	33	\$7,349	\$1,012	\$6,337
December 2022	30	0	32	\$7,378	\$808	\$6,571
January 2023	38	0	36	\$7,622	\$956	\$6,667
February 2023	18	0	25	\$5,366	\$707	\$4,659
March 2023	25	0	46	\$6,673	\$988	\$5,685
April 2023	38	2	33	8,608	\$1,089	\$7,519
May 2023	32	2	42	11,412	\$803	\$10,610
June 2023	44	0	59	10,311	\$1,616	\$8,695
<b>TOTAL</b>	<b>413</b>	<b>10</b>	<b>456</b>	<b>\$97,886</b>	<b>\$12,481</b>	<b>\$85,405</b>

**Discussion and Consideration to Approve a Contract Services Agreement with the County of Los Angeles  
Department of Animal Care and Control to Provide Animal Care and Control Services to the City**

Page 4 of 5

Agreement Revisions.

The attached Agreement includes several revisions that are identified in the chart below. The revisions were as a result of input from the DACC's partner cities.

<b>REVISIONS TO SERVICE AGREEMENT INCLUDED IN ATTACHMENT "A"</b>		
<b>Revision Type</b>	<b>Section</b>	<b>Explanation</b>
Updated	Throughout the document.	Updated general language throughout to align with current Department practices and vernacular. Examples include changing "impounded" to "admitted" and "shelter" to "animal care center."
Added	<b>Section III. Alternatives to Care Center Admissions and section on Managed Intake</b>	Provides language on the Department's philosophy of Managed Intake, implemented in 2020, and the services provided by the Department to prevent owner surrenders and to keep pets with families.
Revised	<b>Section IV. Individual Animal Licensing Services</b> Pet owners may opt into a one- or three-year license option for their pets. Fees from one- and three-year licenses collected will be credited to the City monthly in arrears.	Updated language to include the three-year license option which was previously not available.
Added	<b>Section IV. Individual Animal Licensing Services</b> the Department's animal licensing services include: Maintain the Rabies Vaccination Certificate tool database that cans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners	Added the Department's new responsibility of maintaining records via the Rabies Vaccination Certificate tool.

**Discussion and Consideration to Approve a Contract Services Agreement with the County of Los Angeles Department of Animal Care and Control to Provide Animal Care and Control Services to the City**

Page 5 of 5

Revised	<b>VI. Records</b> Updated Government Code in relation to the Public Records Act	Updated for accuracy.
Added	<b>VI. Records</b> 12. Public Hours performed at a specific Animal Care Center	Added Public Hours report as a request option for cities

Pursuant to the terms of the Agreement, the City may terminate the contract as of the first day of July of any year, within 60 calendar days of receipt of written notice from DACC of any rate increase, with 60 days notice in the event of an unresolved dispute between the City and DACC, or without cause with 180 days notice.

The proposed Agreement is a standard instrument used by the DACC to provide animal control services to other incorporated cities. Approval of this Agreement is exempt from formal bid requirements pursuant to Section 2-777(12) of the San Fernando City Code, which exempts contracts with other governmental agencies.

**BUDGET IMPACT:**

The average annual net cost for animal control services during the current contract period (July 1, 2020 – June 30, 2024) is \$92,000 per year. Sufficient funds will be included in the Fiscal Year 2024-2025 Proposed Budget to cover the estimated cost of the proposed Agreement.

**CONCLUSION:**

It is recommended that the City Council approve the standard contract services Agreement with the County of Los Angeles Department of Animal Care and Control to provide animal care and control services to the City.

**ATTACHMENTS:**

A. Contract No. 2233

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT  
TABLE OF CONTENTS  
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE  
AND CONTROL AND CITY OF SAN FERNANDO

PARAGRAPH	TITLE	PAGE
RECITALS		2
1.0	AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES	2
2.0	ADMINISTRATION OF PERSONNEL	3
3.0	DEPLOYMENT OF PERSONNEL	4
4.0	PERFORMANCE OF CONTRACT	4
5.0	INDEMNIFICATION	5
6.0	TERM OF CONTRACT	6
7.0	RIGHT OF TERMINATION	6
8.0	CONTRACT SUM	6
9.0	PAYMENT PROCEDURES	7
10.0	NOTICES	7
11.0	AMENDMENTS	8
12.0	AUTHORIZATION WARRANTY	8
13.0	ENTIRE AGREEMENT	8
14.0	CONSTRUCTION OF AGREEMENT	9
15.0	IMPLEMENTATION OF AGREEMENT	9
16.0	COUNTERPARTS	9



## CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE  
AND CONTROL AND CITY OF SAN FERNANDO

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT ("Agreement") between the COUNTY OF LOS ANGELES ("the County") and the CITY OF SAN FERNANDO ("the City"), together known as "the Parties," is made and entered into July 1, 2024, or when signed by all Parties, whichever is later.

## RECITALS

- a. The City desires to contract with the County to perform the animal care and control functions described in this Agreement; and
- b. The County is agreeable to providing such services on the terms and conditions set forth in this Agreement; and
- c. Such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and sections 51300 et seq. of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the Parties mutually agree as follows:

## 1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control ("the Department"), to provide general animal care and control services within the corporate limits of the City to the extent and in the manner stated in the Agreement and its Attachments.
- 1.2 Except as otherwise specifically stated in the Agreement, the services will only encompass duties and functions of the type coming within the jurisdiction of and customarily provided by the County under the Charter of the County, the Los Angeles County Code, and the statutes of the State of California. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments enacted to Title 10, except as otherwise agreed by the Parties in the most recently executed Service Level Request.

## 2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The County will control all aspects of the services provided by the County including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.
- 2.2 In the event of a dispute between the Parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the City will be consulted and an agreement between the Parties attempted. Each party must employ good-faith and reasonable efforts to reach an agreement. If an agreement cannot be reached, the County will make the final and conclusive determination of the dispute.
- 2.3 All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including the collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department. The City may distribute educational and outreach materials, reviewed and agreed upon by both the Department and the City, related to pet licensing and its benefits.
- 2.4 For the purposes of performing services under the Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or employee of the City while performing service for the City, provided the service is within the scope of the Agreement and is a municipal function.
- 2.5 The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under the Agreement. Except as described under Section 5.0, the City will not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment while providing services under the Agreement.
- 2.6 The County agrees that it is subject to the County Civil Services Rules prohibiting discrimination based on non-merit factors.

### 3.0 DEPLOYMENT OF PERSONNEL

- 3.1 The Department, in cooperation with the City, will determine how to provide the services required by the Agreement.
- 3.2 The City agrees to complete an Attachment B, Service Level Request (SLR) form, specifying the level of service to be provided, which will be signed and authorized by the City and the Department representative and attached to the Agreement. In the event of a dispute between the Parties about the desired or approved content of the SLR will be handled in accordance with Paragraph 2.2 of this Agreement.
- 3.3 The Department will issue annual notifications of any change to the billing rate as stated in Paragraph 8.2 of this Agreement. Unless the City changes other provisions within the most recently executed SLR, it is not necessary to execute a revised SLR to reflect a billing rate change.
- 3.4 The City may at any time request a change in the level of service by completing a revised SLR, and submitting the form to the Department. The revised level of service to be provided and the current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to the Agreement as an amendment. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined by the Department. The City is only required to submit a new SLR if it wishes to revise its current services or update information listed on its existing SLR. The Department reserves the right to approve or disapprove requests on the SLR in accordance with Section 3.1 of this Agreement.

Regarding updates to contact information, the City is not obligated to submit a new SLR. A simple email confirmation from the City will suffice, and the Department's Contracts and Grants Division will update the City's existing SLR and share the revised copy with the City.

- 3.5 The City will make its best effort to inform the Department of any modifications to its ordinance concerning animal care and control services. This approach will enable the Department to verify that the services outlined in the City's SLR align with the municipal ordinance, thereby reducing the potential for any discrepancies.
- 3.6 The City is not limited to the services indicated but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services not otherwise specified in this Agreement.

#### 4.0 PERFORMANCE OF CONTRACT

- 4.1 In performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed upon level of service.
- 4.2 Nothing in the Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in its performance of the services.
- 4.3 Any use of special supplies, stationery, notices, or forms, in other than standard Department format, must be approved by the Director of the Department, or his/her designee, and supplied by the City at its own cost.
- 4.4 If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location, or virtual meeting link, for all in-person and/or virtual meetings or meet at the Department's headquarters in Long Beach, California.
- 4.5 If requested, the Department will use its best efforts to coordinate a virtual meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.
- 4.6 If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed. The Department will only attend these meetings to the extent that resources and capacity will allow.
- 4.7 The Department will make available upon request, at no charge to the City, the reports listed in Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included in Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current

billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

## 5.0 INDEMNIFICATION

- 5.1 The Parties have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into the Agreement as if set out in full in the Agreement.
- 5.2 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date will supersede the Joint Indemnity Agreement previously in effect between the Parties.

## 6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for in the Agreement, the Agreement will be effective July 1, 2024, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2029, unless sooner terminated or extended.
- 6.2 At the option of the Board of Supervisors and with the consent of the City Council, the Agreement may be renewable for successive periods not to exceed five (5) years each.

## 7.0 RIGHT OF TERMINATION

- 7.1 Either Party may terminate the Agreement as of the first day of July of any year upon notice in writing to the other Party of at least sixty (60) days before the termination date.
- 7.2 Despite any provision to the contrary in the Agreement, the City may terminate the Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 The Agreement may be terminated at any time, with or without cause, by either Party upon written notice given to the other Party at least one-hundred eighty (180) days before the date specified for that termination.
- 7.4 In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the

other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either party to continue to seek a resolution.

- 7.5 In the event of termination, both Parties shall fulfill all obligations owed to each other that have accrued before the date of termination. Additionally, each Party will be released from any obligations that would have accrued after the termination date had the Agreement continued. However, the City will remain responsible for payment to the Department for any services provided under this Agreement prior to the termination date.

## 8.0 CONTRACT SUM

- 8.1 The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County Auditor-Controller and set forth in the current Attachment C, City-County Municipal Services Billing Rates.
- 8.2 The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.
- 8.3 The City will be billed based on the current service level described in the latest Attachment C, City-County Municipal Services Billing Rates form.
- 8.4 The cost of any additional services requested and provided under the Agreement and not set forth in Attachment C, City-County Municipal Services Billing Rates form will be determined by the Department in accordance with the policies and procedures established by the County.

## 9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-five (25) calendar days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) calendar days after the date of the invoice.
- 9.2 If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount.
- 9.3 For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) calendar days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) calendar days after the date of the written resolution.

- 9.4 Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.
- 9.5 Despite the provisions of Government Code Section 907, if payment is not delivered to the County office described on the invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date of the written resolution, the County may satisfy such indebtedness, including interest on unpaid amounts, from any funds of the City on deposit with the County, without giving further notice to the City of County's intention to do so.

## 10.0 NOTICES

- 10.1 Each Party shall designate a Primary Contact, as identified in Attachment B, Service Level Request, to facilitate the services covered by this Agreement. Routine communications necessary for the day-to-day facilitation of services may be conveyed through telephone, email, or in-person interactions. However, all notices or demands required, permitted, or desired to be given by one Party to the other must be in writing. Such notices or demands shall be mailed or emailed to the other Party's designated Primary Contact at the address provided in Attachment B, Service Level Request. Both Parties may update the designated addresses and contact persons by providing written notice to the other Party.

The Department accepts both physical (wet) signatures and electronic signatures for any notices or correspondence related to this Agreement.

- 10.2 Notices to the County of Los Angeles must be addressed as follows:

For physical notices:

County of Los Angeles Department of Animal Care and Control  
Contracts and Grants Division  
Attn: Bradley Kim  
5898 Cherry Avenue  
Long Beach, CA 90805  
Phone: (562) 379-9722

For electronic notices:

[BKim@animalcare.lacounty.gov](mailto:BKim@animalcare.lacounty.gov)

- 10.3 Notices to the City must be addressed to the contact person listed on the most recent SLR on file and/or the current City Official or City Manager.

## 11.0 AMENDMENTS

- 11.1 With the exception of changes to a City's contact information, any changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City. The only exception to this requirement applies to updates to the City's contact information, which may be made through a simple email confirmation from the City.

## 12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing the Agreement for the City is an authorized agent who has actual authority to bind the City to each term, condition, and obligation of the Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing the Agreement for the County is an authorized agent who has actual authority to bind the County to each term, condition, and obligation of the Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

## 13.0 ENTIRE AGREEMENT

- 13.1 The Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, City-County Municipal Services Billing Rates, along with the applicable Assumption of Liability or Joint Indemnity Agreement referenced under Section 5.0, constitute the complete and exclusive statements of the Parties, which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement. Except as provided in Paragraphs 3.4 and 11.1, all changes or amendments to the Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department, or his/her designee, is authorized by the County to execute amendments.

## 14.0 CONSTRUCTION OF AGREEMENT

- 14.1 Each Party has participated in the drafting and preparation of the Agreement, and each Party agrees that the Agreement will not be construed against any Party on the grounds that the Party drafted the Agreement.

## 15.0 IMPLEMENTATION OF AGREEMENT

- 15.1 Each Party agrees to execute the documentation required and to take such other actions as may be reasonably necessary to accomplish the purposes of the Agreement.

## 16.0 COUNTERPARTS



- 16.1 The Agreement may be executed in counterparts (including via facsimile or electronic copy), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT  
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE  
AND CONTROL AND CITY OF SAN FERNANDO

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused the Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused the Agreement to be executed on its behalf by its authorized representative.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
MARCIA MAYEDA  
Director  
Department of Animal Care and Control

Date \_\_\_\_\_

CITY OF SAN FERNANDO

By \_\_\_\_\_  
City of San Fernando, City Manager

Date \_\_\_\_\_

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Clerk

By \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
David Beaudet  
Senior Deputy, County Counsel

Date \_\_\_\_\_

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF ANIMAL CARE AND CONTROL**  
**DESCRIPTION OF SERVICES**

**I. Animal Care Services**

The County of Los Angeles Department of Animal Care and Control (Department) maintains seven animal care centers that accept stray, lost, abandoned, and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia or adoption to a new home, pursuant to State law. The holding period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals accepted into the Department's care. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with either: Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

**A. Full Care Center Services**

All animals collected in the field within the boundaries of the City or determined to have originated from within the boundaries of the City may be housed at a County animal care center. Admitted animals will be vaccinated and provided medical care, food, water, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet or finding a new one. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adoptable animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

## **B. Animal Care for Transfer**

If the City has opted for Animal Care for Transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is

ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the admission, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated animal care center location is listed in Attachment B, Service Level Request.

## **II. Field Services**

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of the Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department will notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

### **Description of Field Services**

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;

- Capturing, reuniting, and admitting stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issuing administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals as evidence or when necessary for those belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24-hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records in accordance with applicable laws and policies.

#### **A. Standard Service Plan**

The Standard Service Plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

## **B. Limited Service Plan**

The Limited Service Plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

## **III. Alternatives to Care Center Admissions**

The Department's "Alternatives to Care Center Admissions" services are activities that go beyond providing housing for dogs and cats, and have the effect of keeping pets out of care centers and in homes and healthy environments. This includes staff counseling pet owners or connecting them with resources such as free pet food and supplies, medical vouchers, temporary housing, access to a medical helpline, and other critical resources all intended to help keep pets with their families. The Department also offers a variety of pet assistance programs, known collectively as the Pets Are Family (PAF) program, which is funded almost entirely through donations and grants received by the Department. A summary of the programs offered under PAF can be found on our website (<https://animalcare.lacounty.gov/dacc-support-services>).

As a result of these efforts, the number of dogs and cats admitted into Department animal care centers has decreased dramatically due to the Department reducing preventable pet surrenders. These programs are only available to cities that opt into Full Care Center Services and are charged at a flat per capita rate as indicated in Attachment C, City-County Municipal Services Billing Rates.

## **Managed Intake**

Managed Intake (MI) is a strategy that allows agencies to manage and reduce the flow of both owned pets and homeless animals into their care, which is accomplished by partnering with the community and providing resources and solutions. Through the Department's intervention services, pet owners receive support in the form of consultation, financial resources, and referrals — both medical and behavioral — to assist them with their pet-related issues. MI has reduced the number of surrendered animals admitted to the Department's care centers to those who have no other opportunity for rehoming. This is reducing the costs for cities that are associated with sheltering cats and dogs.

Components of Managed Intake:

- Community Engagement is key to successfully employing Managed Intake, giving the community an opportunity to foster, network animals, facilitate adoptions, and to develop solutions to keep pets with their owners.
- The Department encourages people who have found stray animals to attempt to reunite the pets with their families. The Department also encourages residents to

allow free roaming cats to remain where they live, as these are often pets or community cats.

- To reduce the relinquishment of owned pets, the Department will provide resources such as training, food, and supplies, or other support to help keep pets in their homes.
- Public safety and animal welfare are a priority. Animals that pose a safety threat will immediately and safely be admitted by the Department, as will animals that are sick or injured.

#### **IV. Individual Animal Licensing Services**

Adult dogs four months of age and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt the County's fees for individual animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment are received and processed on a fee-per-license basis. Pet owners may opt into a one- or three-year license option for their pets. A current license will be required before an animal will be released to a resident of the City. Fees from one- and three-year licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances;
- Maintaining a database for animal licensing, records of calls for service, and actions taken; and
- Maintaining the Rabies Vaccination Certificate tool database which scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.

#### **V. Additional Outreach and Enforcement Services Options**

The City may request that the Department provide additional services as outlined below.

##### **A. Animal License Enforcement Services**

License Enforcement Services provides staff to perform individual animal license



enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;
- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

## **B. Animal Facility Licensing**

The Department's Animal Facility Licensing program provides staff to perform animal facility inspections and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the safety and well-being of the animals as well as the health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections is not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal-related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

## **C. Vaccination and Microchip Clinics**

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics." The Department holds periodic low-cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low-cost vaccinations and microchips;
- Staffing low-cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and
- Assisting jurisdictions in promoting these community-based clinics.

#### **D. Spay/Neuter Trust Fund**

The City may elect to contribute \$5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

### **VI. Records**

Upon reasonable notice, the Department will make available to authorized representatives of the City, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City must ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 7920.000 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Admission Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Admission Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Admission
12. Public Hours performed at a specific Animal Care Center

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

ATTACHMENT "B"  
SERVICE LEVEL REQUEST

ATTACHMENT "C"  
BILLING RATES

*This Page  
Intentionally  
Left Blank*



*This Page  
Intentionally  
Left Blank*





## AGENDA REPORT

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

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

**Date:** March 18, 2024

**Subject:** Consideration and Discussion to Adopt an Ordinance Amending Article 1 of Chapter 1 of the San Fernando Municipal Code Establishing Restrictions Governing the Use of the City Seal and Other City Logos and Insignias

### RECOMMENDATION:

It is recommended that the City Council, introduce for first reading, in title only, and waive further reading of Ordinance No. 1724 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando Amending Article 1 (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code Establishing Restrictions and Protections Governing unauthorized use of the City Seal and other City Logos and Insignias."

### BACKGROUND:

1. On September 5, 1911, the City's Board of Trustees adopted Ordinance No. 2 (Attachment "B") adopting a seal for the City of San Fernando as described in Section I below:

*Section I. That the common seal of the City of San Fernando shall consist of a circular disc one and seven-eighths inches in diameter, having a design cut thereon showing the thereon the San Fernando Mission with a rising sun, surround by the words "City of San Fernando, California. Incorporated august 31, 1911."*

2. On April 3, 1987, the City Council approved Standard Management Procedures (Attachment "C"), which established guidelines pertaining to the use of the City seal regarding City-related materials, sponsored or co-sponsored events, as well as on T-shirts, hats, and similar items.
3. On May 5, 2003, the City Council adopted Resolution No. 6904 (Attachment "D") amending the City's standard management procedure regarding guidelines for use of the City Seal.

**Consideration and Discussion to Adopt an Ordinance Amending Article 1 of Chapter 1 of the San Fernando Municipal Code Establishing Restrictions Governing the Use of the City Seal and Other City Logos and Insignias**

Page 2 of 5

---

4. On February 5, 2024, the City Council directed staff to present an ordinance establishing regulations governing the use of the City's official seal, City logo, or other insignia ("City Seal") and present to the City Council at a future date, information on the potential process of trademarking the City's seal.

**ANALYSIS:**

A municipal city seal serves multiple functions, acting as an emblem of official authentication for documents and agreements issued by the city government, while also encapsulating the historical and cultural essence of the city through its symbolic elements. It plays a pivotal role in legally validating documents such as contracts and ordinances, while simultaneously serving as a recognizable symbol for the city, displayed prominently on official buildings and documents. Beyond its legal and administrative significance, the seal fosters civic pride among residents, representing unity and community identity.

San Fernando's City seal, City logo, and City insignia ("City Seal") are personal property of the City of San Fernando ("City") and the City can control their use as well as prevent other parties from unauthorized use. Misuse or unauthorized use of the City's official seal, City logo, and other City insignia can cause confusion or misrepresentation that a statement, event, or organization is supported or endorsed by the City. Although a person may be criminally prosecuted for the improper use of the City's official seal if it is used in the context of campaign literature or mass mailings, there are currently no other statutory prohibitions on the use of the City's official seal or City logo codified in the Municipal Code.

California law makes it a misdemeanor to use city seals with the intention of creating an impression that a document is authorized by a public official (Gov't Code §34501.5) and the use of the City seal with the intent to deceive voters into thinking a communication is from the City can be a violation of California election law (Elect. Code § 18304) (Attachment "E").

State law designates the City Clerk as the custodian of the City Seal (Gov't Code §40811) (Attachment "F"), but the law does not detail such custodial duties and rights. The proposed ordinance confirms the City Clerk's authority as the custodian of the City Seal.

Although state laws discussed above provide some limits upon the use of the City's official seal to prevent misrepresentations, there is no regulation on whether the City's official seal, logo, or insignia may be used, by whom, in what context, or in what capacity. Modern technology makes it easy for anyone to capture the City's official seal, logo, or insignia and use it to mislead or give the impression that a publication, event or item is authorized or sponsored by the City.

**Consideration and Discussion to Adopt an Ordinance Amending Article 1 of Chapter 1 of the San Fernando Municipal Code Establishing Restrictions Governing the Use of the City Seal and Other City Logos and Insignias**

Page 3 of 5

---

As a preventative measure to address potential misuse of the City Seal, the attached ordinance would provide the City with a tool to help ensure that the City Seal be used only for purposes directly related to the official business of the City of San Fernando, or as expressly authorized.

The proposed ordinance would authorize the City Clerk or designee, acting as the custodian of the City Seal, City Logo, and any City Insignia to be used as follows:

- In connection with the official business of the City, to authenticate all official business documents, as may be required by law, by this Municipal Code, or by City ordinance or resolution, to authenticate official City documents or to indicate institutional sanction for official, legal and ceremonial purposes.
- In connection with the official business of the City Council, Boards, Commissions and Committees, officers or departments or for such other purposes as the City Council may specify by policy adopted by resolution.
- In the manner specified by City Council policy adopted by resolution, City officers, employees, members of the City Council and members of City boards, commissions and committees may use stationery, printed materials and other articles with the City Seal, City Logo or City Insignia while acting within the scope of their office or employment.
- The City Council retains the right to create variations of the City Seal and City Logo, and to adopt and establish other official City Seals and City Logos. Such variations may include, but are not limited to, centennial or other seals or logos which mark anniversaries, events, and/or any other City occasion the City Council wishes to commemorate. The City Seal and City Logo may only be altered pursuant to ordinance or resolution of the City Council.
- The City Manager or designee is authorized to determine the appropriate use of City Insignia. The City Manager shall not approve any use of the City Insignia in such a manner as to suggest City endorsement of events, political issues, products, and other uses that are prohibited by law, or in a discriminatory manner or manner inconsistent with this chapter.

Prohibited uses of City Seal, City Logo and City Insignia include:

- It is unlawful for any person or entity to make use of the City Seal, City Logo, and/or City Insignia or any portion, facsimile, mock-up, or reproduction thereof, or make or use of any design, symbol, emblem, insignia or similar device that is an imitation of said City Seal, City Logo, or City Insignia, or that may be mistaken therefor, that is designed, intended or likely to confuse, deceive or mislead the public, for private or commercial purposes or for any purpose other than the official business of the City without the express written consent of the City Council or as otherwise authorized by any policies and procedures adopted by City Council resolution.

**Consideration and Discussion to Adopt an Ordinance Amending Article 1 of Chapter 1 of the San Fernando Municipal Code Establishing Restrictions Governing the Use of the City Seal and Other City Logos and Insignias**

Page 4 of 5

---

- No person, firm, association, or corporation shall use the City Seal, City Logo, and/or City Insignia, or any facsimile thereof for purposes of supporting or opposing the nomination or election to any City or other public office of him or herself or any other person, or for purposes of supporting or opposing any ballot measure, nor include such City Seal, City Logo, and/or City Insignia on any writing distributed for purposes of influencing the action of the electorate, or any part thereof, in any election.
- Unauthorized use of the City Seal, City Logo, and/or City Insignia for commercial, malicious, deceptive, fraudulent, or other unauthorized purposes without the express written authorization of the City of San Fernando.

The proposed ordinance establishes and authorizes uses for the City Seal and will empower the City Manager to enforce the San Fernando Municipal Code regarding the use of the City seal by City staff. Lastly, the proposed ordinance will establish civil fines of up to \$1,000 and a misdemeanor offense for malicious or commercial uses, which are inconsistent with the public good.

**Trademarking the City Seal**

Trademarking a city seal offers several benefits, including additional legal protection against unauthorized use or reproduction and the opportunity to generate revenues through licensing the seal, if desired. The process typically involves conducting a search to ensure the proposed seal design does not infringe on existing trademarks, followed by submitting an application to the appropriate intellectual property office along with the necessary documentation and fees.

The application then undergoes review to determine its eligibility for trademark registration, considering factors such as distinctiveness and likelihood of confusion with existing marks. If approved, the City would be granted exclusive rights to its use the City seal in connection with specified goods and services, providing a valuable asset for branding and representation.

Staff is currently working to apply for a trademark for the City seal.

**BUDGET IMPACT:**

City Municipal Code updates are included in the City Clerk's regular work plan and therefore, included in the Fiscal Year 2023-2024 Adopted Budget.

**Consideration and Discussion to Adopt an Ordinance Amending Article 1 of Chapter 1 of the San Fernando Municipal Code Establishing Restrictions Governing the Use of the City Seal and Other City Logos and Insignias**

Page 5 of 5

---

**CONCLUSION:**

It is recommended that the City Council introduce for first reading, in title only, and waive further reading of Ordinance No. 1724 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando Amending Article 1 (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code Establishing Restrictions and Protections Governing unauthorized use of the City Seal and other City Logos and Insignias."

**ATTACHMENTS:**

- A. Ordinance No. 1724
- B. Ordinance No. 2
- C. Standard Management Procedure
- D. Resolution No. 6904
- E. Government Code §34501.5 and Government Code §40811
- F. Government Code §40811

**ORDINANCE NO. 1724**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO  
AMENDING ARTICLE 1 (GENERAL PROVISIONS) OF CHAPTER 1 (GENERAL  
PROVISIONS AND PENALTIES) OF THE SAN FERNANDO MUNICIPAL CODE  
TO ESTABLISH RESTRICTIONS AND PROTECTIONS AGAINST THE  
UNAUTHORIZED USE OF THE CITY SEAL AND OTHER CITY LOGOS AND  
INSIGNIAS**

**WHEREAS**, the City of San Fernando has a City Seal and certain other logos and insignia that are not protected from unauthorized use by ordinance or copyright law; and

**WHEREAS**, California Government Code § 34501.5 and Elections Code § 18304 solely protect city seals by prohibiting the use of a city seal in campaign literature or mass mailing with the intent to deceive voters; and

**WHEREAS**, the unauthorized use, reproduction or facsimile of a city seal for any purpose may create a misleading, erroneous or false impression that the document, item, statement, event, and/or organization is authorized, supported, and/or sponsored by the City or a public official; and

**WHEREAS**, the City desires to protect its official seal from all unauthorized uses to prevent fraud, deception, misrepresentation, and/or abuse; and

**WHEREAS**, the City Council seeks to ensure that the City Seal, the City logo, and other City insignia are used only for purposes directly related to the official business of the City of San Fernando, or as expressly authorized.

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

**SECTION 1.** The recitals above are true and correct and incorporated herein by reference.

**SECTION 2.** Section 1-14 (Custodian of city seal) set forth under Article I (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code is hereby repealed in its entirety. Section 1-14 shall hereafter appear as follows:

*Sec. 1-14. Reserved*

**SECTION 3.** Section 1-13 (Description of the city seal) of Article I (General Provisions) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code is repealed in its entirety and replaced and superseded by the following net title and text:

*Sec. 1-13. Custody and Use of the City Seal and City Logos and Insignias*

*(a) Definitions.*

*"City Seal" means the official seal of the City of San Fernando as adopted by Ordinance No. 2. The common seal of the City of San Fernando described as consisting of a circular disc, 1 $\frac{1}{8}$  inches in diameter, having a design cut thereon showing the San Fernando Mission with a rising sun, surrounded by the words "City of San Fernando, California, Incorporated August 31, 1911. The City Seal is depicted in color and in monochrome as follows:*



*"City Logo" means an illustrative logo depicting the City Seal in monochrome with the words "The City of San Fernando" overlay on top and with the letters "D" and "O" in the word "Fernando" interlocking.*



*"City Insignia" means in addition to the City Seal and City Logo as designated by the City Council, any other logos, website banners, letterhead, business cards, or emblems depicting or including the City of San Fernando, as approved by the City Manager.*

*(b) Use of City Seal, City Logo and City Insignia.*

- (1) The City Clerk or designee, acting as the custodian of the City Seal, City Logo and any City Insignia, is authorized to use or affix the City Seal, City Logo and any City Insignia to all certificates and documents as may be required by law, by this Municipal Code, or by City ordinance or resolution, to authenticate official City documents or to indicate institutional sanction for official, legal and ceremonial purposes.*
- (2) The City Seal, City Logo and any City Insignia shall only be used for purposes directly connected with the official business of the City of San Fernando, its City Council, boards and commissions, committees, officers or departments or for such other purposes as the City Council may specify by policy adopted by resolution.*

- (3) *In the manner specified by City Council policy adopted by resolution, City officers, employees, members of the City Council and members of City boards, commissions and committees may use stationery, printed materials and other articles with the City Seal, City Logo or City Insignia while acting within the scope of their office or employment.*
- (4) *The City Council retains the right to create variations of the City Seal and City Logo, and to adopt and establish other official City Seals and City Logos. Such variations may include, but are not limited to, centennial or other seals or logos which mark anniversaries, events, and/or any other City occasion the City Council wishes to commemorate. The City Seal and City Logo may only be altered pursuant to ordinance or resolution of the City Council.*
- (5) *The City Manager or designee is authorized to determine the appropriate use of City Insignia. The City Manager shall not approve any use of the City Insignia in such a manner as to suggest City endorsement of events, political issues, products, and other uses that are prohibited by law, or in a discriminatory manner or manner inconsistent with this chapter.*

*(c) Prohibited Uses of City Seal, City Logo and City Insignia.*

- (1) *It is unlawful for any person or entity to make use of the City Seal, City Logo, and/or City Insignia or any portion, facsimile, mock-up, or reproduction thereof, or make or use of any design, symbol, emblem, insignia or similar device that is an imitation of said City Seal, City Logo, or City Insignia, or that may be mistaken therefor, that is designed, intended or likely to confuse, deceive or mislead the public, for private or commercial purposes or for any purpose other than the official business of the City without the express written consent of the City Council or as otherwise authorized by any policies and procedures adopted by City Council resolution.*
- (2) *No person, firm, association, or corporation shall use the City Seal, City Logo, and/or City Insignia, or any facsimile thereof for purposes of supporting or opposing the nomination or election to any City or other public office of him or herself or any other person, or for purposes of supporting or opposing any ballot measure, nor include such City Seal, City Logo, and/or City Insignia on any writing distributed for purposes of influencing the action of the electorate, or any part thereof, in any election. This section shall not be applicable to writings issued by the City of San Fernando or the City Council as a whole pursuant to law.*
- (3) *Unauthorized use of the City Seal, City Logo, and/or City Insignia for commercial, malicious, deceptive, fraudulent, or other unauthorized purposes without the express written authorization of the City of San Fernando is declared to be a public nuisance and the City can abate or enjoin such use pursuant to this Municipal Code.*



(d) Penalties.

*Violation of this section shall be an infraction or misdemeanor and punishable by a fine not exceeding \$1,000.00, or imprisonment for a term not exceeding six months, or by both such fine and imprisonment. Nothing herein prevents the City from using any other available civil and/or criminal remedies allowed by law to protect the City Seal, City Logo, and City Insignia from improper or illegal use.*

**SECTION 4.** CEQA. The City Council has determined that the proposed Ordinance is not a “project” as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378.

**SECTION 5.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 6.** Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

**SECTION 7.** Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**SECTION 8.** Authority and Publication. The City Clerk shall cause this ordinance or a summary hereof to be published in a newspaper of general circulation, published in the County of Los Angeles and circulated in the City, and if applicable, to be posted, in accordance with Section 36933 of the California Government Code; shall certify to the adoption of this ordinance and shall cause a certified copy of this ordinance, together with proof of publication, to be filed in the Office of the City Clerk.

**SECTION 9.** Effective Date. This Ordinance shall go into effect and be in full force effective at 12:01 a.m. on the thirty-first (31st) day after its passage.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at a regular meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

CERTIFICATION

I, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No. 1724 which was introduced on March 18, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting duly held on the \_\_\_\_ day of \_\_\_\_\_ 2024 by the following vote of the City Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Julia Fritz, City Clerk

## ORDINANCE NO. 2.

## AN ORDINANCE ADOPTING A COMMON SEAL FOR THE CITY OF SAN FERNANDO.

The Board of Trustees of the City of San Fernando do ordain as follows:

Section 1. That the common seal of the City of San Fernando shall consist of a circular disc one and seven-eighths inches in diameter, having a design cut thereon showing thereon the San Fernando Mission with a rising sun, surrounded by the words "City of San Fernando, California. Incorporated August 31, 1911."

Section 2. That the City Clerk of the City of San Fernando shall be custodian of the corporate seal.

Section 3. This ordinance shall be certified and published once in the San Fernando Valley Press and shall then be in force.

Adopted Sept. 5, 1911.

*J. C. MacLay*  
President of the Board of Trustees  
of the City of San Fernando.

I hereby certify that the foregoing ordinance was introduced at a meeting of the Board of Trustees of the City of San Fernando held on the 5th day of September, A. D. 1911, and that it was duly passed and adopted by said Board of Trustees at a regular meeting held on the 5th day of September, A. D. 1911, by the following votes:

Ayes: Five.  
Noes: None.  
Absent: None.

And I further certify that the President of the said Board of Trustees signed said ordinance on the 6th day of September, 1911.

*H. C. Caldwell*  
City Clerk of the City of  
San Fernando.

I hereby certify that the foregoing is a true and correct copy of Ordinance No. 2 of the City of San Fernando, entitled "An Ordinance adopting a common seal for the city of San Fernando," and I further certify that the above ordinance has been published once on the 8th day of September, 1911, in the San Fernando Valley Press, a weekly newspaper published in San Fernando, California.

*H. C. Caldwell*  
City Clerk of the City of San  
Fernando.



CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT  USE OF CITY SEAL
ORIGINAL ISSUE AUGUST 3, 1987	EFFECTIVE AUGUST 3, 1987	
CURRENT ISSUE	EFFECTIVE	CATEGORY  ADMINISTRATION
SUPERSEDES		

## STANDARD MANAGEMENT PROCEDURE

### I. PURPOSE

It shall be City policy that the City seal, as described in Municipal Code Section 1.9, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use which could imply City participation, support or sponsorship in commercial, political or non-City events.

### II. GENERAL

The City has designated an official seal which serves to identify City involvement in some manner. Typically the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
2. The City seal may be used on T-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
3. In cases where it is unclear on appropriate use of the seal, three members of the City Council must approve the use as a scheduled item on a City Council agenda.
4. The City seal may not be used for political or commercial purposes; or by organizations other than the City without prior approval of a majority of the City Council.

### III. AUTHORITY

City Council approval granted August 3, 1987.

**RESOLUTION NO. 6904**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SAN FERNANDO, AMENDING THE STANDARD  
MANAGEMENT PROCEDURE REGARDING USE OF CITY  
SEAL**

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

**THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY  
FINDS AND RESOLVES:**

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

- 1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
- 2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
- 3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
- 4. The City seal may not be used for political or commercial purposes.
- 5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.



PASSED, APPROVED and ADOPTED this 5<sup>th</sup> day of May, 2003.

Dr. José Hernández  
Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez  
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada  
Michael Estrada, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5<sup>th</sup> day of May, 2003; and that the same was passed by the following vote:

AYES:       Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES:       None

ABSENT:     None

Elena G. Chávez  
Elena G. Chávez, City Clerk



## GOVERNMENT CODE - GOV

**TITLE 4. GOVERNMENT OF CITIES [34000 - 45345]** ( *Title 4 added by Stats. 1949, Ch. 79.*  )

**DIVISION 2. ORGANIZATION AND BOUNDARIES [34400 - 34906]** ( *Division 2 added by Stats. 1949, Ch. 79.*  )

**PART 1. ORGANIZATION [34400 - 34906]** ( *Part 1 added by Stats. 1949, Ch. 79.*  )

**CHAPTER 3. Corporate Name [34500 - 34504]** ( *Heading of Chapter 3 renumbered from Chapter 4 by Stats. 1977, Ch. 1253.*  )

**34501.5.** (a) Any person who uses or allows to be used any reproduction or facsimile of the seal of the city in any campaign literature or mass mailing, as defined in Section 82041.5, with intent to deceive the voters, is guilty of a misdemeanor.

(b) For purposes of this section, the use of a reproduction or facsimile of a seal in a manner that creates a misleading, erroneous, or false impression that the document is authorized by a public official is evidence of intent to deceive.

(*Added by Stats. 2001, Ch. 387, Sec. 3. Effective January 1, 2002.*)





## ELECTIONS CODE - ELEC

**DIVISION 18. PENAL PROVISIONS [18000 - 18700]** ( *Division 18 enacted by Stats. 1994, Ch. 920, Sec. 2.*  )

**CHAPTER 4. Election Campaigns [18301 - 18390]** ( *Chapter 4 enacted by Stats. 1994, Ch. 920, Sec. 2.*  )

**ARTICLE 1. Campaign Literature [18301 - 18304]** ( *Article 1 enacted by Stats. 1994, Ch. 920, Sec. 2.*  )

**18304.** (a) Any person who uses or allows to be used any reproduction or facsimile of the seal of the county or the seal of a local government agency in any campaign literature or mass mailing, as defined in Section 82041.5 of the Government Code, with intent to deceive the voters, is guilty of a misdemeanor.

(b) For purposes of this section, the use of a reproduction or facsimile of a seal in a manner that creates a misleading, erroneous, or false impression that the document is authorized by a public official is evidence of intent to deceive.

(c) For purposes of this section, the term “local government agency” means a school district, special or other district, or any other board, commission, or agency of local jurisdiction.

(*Added by Stats. 2003, Ch. 380, Sec. 1. Effective January 1, 2004.*)



**GOVERNMENT CODE - GOV**

**TITLE 4. GOVERNMENT OF CITIES [34000 - 45345]** ( Title 4 added by Stats. 1949, Ch. 79. )

**DIVISION 3. OFFICERS [36501 - 41805]** ( Division 3 added by Stats. 1949, Ch. 79. )

**PART 3. OTHER OFFICERS [40601 - 41805]** ( Part 3 added by Stats. 1949, Ch. 79. )

**CHAPTER 2. City Clerk [40801 - 40814]** ( Chapter 2 added by Stats. 1949, Ch. 79. )

The city clerk is the custodian of the city seal.

**40811.** (Added by Stats. 1949, Ch. 79.)



*This Page  
Intentionally  
Left Blank*



## AGENDA REPORT

---

**To:** Vice Mayor Mary Mendoza and Councilmembers

**From:** Mayor Celeste T. Rodriguez

**Date:** March 18, 2024

**Subject:** Discussion and Consideration Regarding Tree Preservation and Public Communication

### **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 March 18, 2024, 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 Celeste Rodriguez	TITLE Mayor
---------------------------	----------------

### ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*  
 Tree Preservation and Public Communication

<b>PRIORITIES</b> <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>BUDGET</b> <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>FISCAL IMPACT</b> <i>Is there a fiscal impact? If yes, indicate amount.</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    \$
---	---	--

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

ATTACHMENTS *Do you have any attachments to include?*  
☐ Yes    ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*  
 Direct staff to address concerns from residents, clarify tree removal guidelines, discuss improved public communication, return with options to preserve trees while improving streets and sidewalks, establish a timeline to replant trees that have been removed.



*This Page  
Intentionally  
Left Blank*





## AGENDA REPORT

---

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

**From:** Councilmember Joel Fajardo

**Date:** March 18, 2024

**Subject:** Discussion and Consideration Regarding Streamlining Procedures for Agenda Item Inclusion by Councilmembers

### **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 March 18, 2024 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.

### **ATTACHMENTS:**

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.*

Streamlining Procedures for Agenda Item Inclusion by Councilmembers

<b>PRIORITIES</b> <i>Is this included in the current FY priorities?</i>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>BUDGET</b> <i>Is this a budgeted item?</i>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>FISCAL IMPACT</b> <i>Is there a fiscal impact? If yes, indicate amount.</i>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No     \$
---	---	---

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

This proposal aims to refine our current procedures for councilmembers to propose agenda items, fostering enhanced collaboration among councilmembers and optimizing staff resources. The objective is to establish a clear process wherein councilmembers can suggest agenda items while ensuring adequate support and consideration.

The proposed process suggests that if a councilmember wishes to introduce an item to the agenda:

- a. A second councilmember may express support or indicate no opposition to the proposed item during closing council comments.
- b. Alternatively, a second councilmember can co-agendize the item with the original proposer.
- c. Another option is for a second councilmember to communicate their support or lack of opposition to the City Manager via text or email.

It is imperative to clarify that the role of the City Manager in this process is to verify whether a second councilmember either supports or does not oppose the inclusion of the proposed item on the agenda. The City Manager's responsibility does not extend to influencing or discouraging councilmembers from supporting the discussion of an item before the City Council.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes     ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*

I recommend that the City Council provide staff direction for any changes to agenda item inclusion.