

Mayor Sylvia Ballin • Mayor Pro Tem Robert C. Gonzales Councilmember Jesse H. Avila • Councilmember Joel Fajardo • Councilmember Antonio Lopez City Manager Brian Saeki

San Fernando City Council

REGULAR MEETING NOTICE & AGENDA SEPTEMBER 2, 2014 – 6:00 PM

COUNCIL CHAMBERS 117 Macneil Street San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Police Explorer Cadet Samantha Martinez

APPROVAL OF AGENDA

PRESENTATION

a) CHILDHOOD CANCER AWARENESS MONTH - SEPTEMBER American Cancer Fund for Children, Inc.

PUBLIC STATEMENTS - WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

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) REQUEST TO APPROVE MINUTES OF AUGUST 18, 2014 SPECIAL MEETING
- 2) REQUEST TO APPROVE WARRANT REGISTER NO 14-091



3) CONSIDERATION TO AWARD A CONTRACT FOR ON-GOING PERFORMANCE REVIEW OF THE CITY'S SOLID WASTE COLLECTIONS SERVICES FRANCHISE

Recommend that the City Council:

- a. Award a two-year Professional Services Agreement to HF&H Consultants, LLC for On-Going Performance Review of City's Solid Waste Collection and Recycling Services Agreement, in the amount of \$70,000;
- b. Authorize the City Manager to approve up to \$15,000 annually for any additional service requests made by the City in this matter; and
- c. Authorize the City Manager to execute Contract No. 1756 with HF&H Consultants, LLC.
- 4) CONSIDERATION TO ADOPT RESOLUTION NO. 7627 ADJUSTING THE CITY'S FEE SCHEDULE FOR INDUSTRIAL WASTE PERMIT RELATED SERVICES

Recommend that the City Council:

- a. Adopt Resolution No. 7627 adjusting City's fee schedule for industrial waste related services; and
- b. Authorize staff to implement the new fee schedule.
- 5) PRECAUTIONARY SECOND READING OF URGENCY ORDINANCE NO. 1635 AMENDING CHAPTER 2, ARTICLE VI, DIVISION 6, SUBDIVISION II, SECTION 2-810 OF THE CITY'S MUNICIPAL CODE RELATED TO COOPERATIVE PURCHASING

Recommend that the City Council conduct a precautionary second reading of Ordinance No. U-1635 and again pass and adopt, by title only, "Pending public testimony, waive full reading of Ordinance No. U-1635 and adopt by title only, "An Urgency Ordinance of the City Council of the City of San Fernando Amending Section 2-810 (Cooperative Agreements) of Subdivision II of Division 6 of Article VI of Chapter 2 of the San Fernando Municipal Code and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937".

6) PRESENTATION OF FISCAL YEAR 2014-2015 ADOPTED BUDGET BOOK

Recommend that the City Council receive and file this report.



COMMITTEE/COMMISSION LIAISON UPDATES

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

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

Elena G. Chávez, City Clerk Signed and Posted: August 28, 2014 (12:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk's Office. 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's Office 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 Web Site at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.

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Regular Meeting San Fernando City Council

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SAN FERNANDO CITY COUNCIL MINUTES

AUGUST 18, 2014 – 5:00 P.M. SPECIAL MEETING

City Hall Community Room 117 Macneil Street San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

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

Present:

Council: Mayor Sylvia Ballin, Mayor Pro Tem Robert C. Gonzales, and

Councilmembers Jesse H. Avila, Antonio Lopez, and Joel Fajardo

Staff: City Manager Brian Saeki, City Attorney Rick Olivarez, and City Clerk

Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Mayor Sylvia Ballin

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to approve the agenda as amended. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:01 p.m.)

By consensus, Councilmembers recessed to the following Closed Sessions:

A) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)

Property: 1211 First Street, City of San Fernando (APN 2520-024-902)

Agency Negotiator: City Manager Brian Saeki, Lead Negotiator

Negotiating Parties: Sirakan Minasyan

SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – August 18, 2014 Page 2

Under Negotiation: Price and Terms of Sale of Said Property

B) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)

Property: 519 So. Brand, City of San Fernando (APN 2522-012-900)

Agency Negotiator: City Manager Brian Saeki, Lead Negotiator

Negotiating Parties: Schwary Family Trust

Under Negotiation: Price and Terms of Sale of Said Property

C) CONFERENCE WITH LABOR NEGOTIATOR (G.C. §54957.6)

Designated City Negotiator: Brian Saeki, City Manager

Employees and Employee Bargaining Units that are the Subject of Negotiation:

San Fernando Management Group (SEIU, Local 721)

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

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association (SEIU, Local 721)

San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

RECONVENE/REPORT OUT FROM CLOSED SESSION

City Attorney Olivarez reported the following:

- Regarding Item No.s A and B, staff gave the City Council a briefing; the City Council asked questions of staff which staff answered; the City Council gave unanimous direction to staff on how to proceed on these two matters; no final action was taken. There is nothing further to report at this time.
- ➤ Regarding Item C, the City Manager gave the City Council a briefing on this item; unanimous direction was given to staff; no final action was taken. There is nothing further to report at this time.

No other reportable action.

ADJOURNMENT (5:45 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 18, 2014 meeting as approved by the San Fernando City Council.

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager

By: Nick Kimball, Finance Director

DATE: September 2, 2014

SUBJECT: Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten 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. Handwritten 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 Finance Director 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 Finance Director hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Warrant Register Resolution

ATTACHMENT "A"

RESOLUTION NO. 14-091

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/WARRANT REGISTER NO. 14-091

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

- 1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
- 2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 2nd day of September, 2014.

| ATTEST: | Sylvia Ballin, Mayor |
|--|---|
| Elena G. Chávez, City Clerk | <u> </u> |
| STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO |)) ss) |
| | at the foregoing Resolution was approved and adopted at a il held on the 2 nd day of September, 2014, by the following |
| AYES: | |
| NOES: | |
| ABSENT: | |
| | |
| Elena G. Chávez, City Clerk | |

EXHIBIT "A"

| vchlist | | Voucher List |
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| 08/28/2014 | 10:04:02AM | CITY OF SAN FERNANDO |

| Bank code : | bank | | | | | |
|-------------|----------|---------------------------------------|---------------|-------|---|----------------|
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amoun |
| 107006 | 9/2/2014 | 100043 ABLE RIBBON TECHNOLOGY INC | 183711 | | HP4800 TONERS | |
| | | | | | 070-382-0000-4300 | 175.6 |
| | | | | | 072-360-0000-4300 | 175.60 |
| | | | | | Total : | 351.2 |
| 107007 | 9/2/2014 | 100066 ADS ENVIRONMENTAL SERVICES,INC | 12496.22-0614 | | FLOW MONITORING & WASTEWATER § | |
| | | | | 11031 | 072-360-0000-4260 | 3,824.01 |
| | | | | | Total : | 3,824.01 |
| 107008 | 9/2/2014 | 100070 ADVANCED ELECTRONICS INC. | 0141925-IN | | RADIO CARRYING CASES | |
| | | | | | 001-222-0000-4300 | 863.37 |
| | | | 0142131-IN | | VIRTUAL PATROL - BATTERIES | |
| | | | | | 001-222-0000-4300 | 87.20 |
| | | | | | Total : | 950.57 |
| 107009 | 9/2/2014 | 100074 AEGIS COMPUTERS INC. | 207917 | | IT SERVICES - SEPTEMBER 2014 | |
| | | | | | 001-190-0241-4260 | 10,630.00 |
| | | | | | Total : | 10,630.00 |
| 107010 | 9/2/2014 | 100101 VERIZON WIRELESS-LA | 970459610 | | VARIOUS CELL PHONES | |
| | | | | | 001-310-0000-4220 | 33.24 |
| | | | | | 001-105-0000-4220 | 33.24 |
| | | | | | 072-360-0000-4220 | 17.68 |
| | | | | | 001-101-0109-4220 | 32.74 37.36 |
| | | | | | 001-101-0111-4220 001-101-0113-4220 | 42.23 |
| | | | | | Total : | 196.49 |
| 107011 | 9/2/2014 | 100165 AMERICAN WATER WORKS | 081114 | | 3/8' MALE PLUG | |
| 107011 | 9/2/2014 | 100105 AMERICAN WATER WORKS | 001114 | | 001-152-0000-4300 | 10.90 |
| | | | | | Total : | 10.90 |
| | | | | | | |
| 107012 | 9/2/2014 | 100191 ANGELES SHOOTING RANGE | 9001 | | TRAINING FOR (8) PD OFFICERS | 100.00 |
| | | | 9014 | | 001-222-0000-4260 | 100.00 |
| | | | 9014 | | TRAINING FOR (3) PD OFFICERS 001-222-0000-4260 | 75.00 |
| | | | | | | . 0.00 |

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| 107012 | 9/2/2014 | 100191 | 100191 ANGELES SHOOTING RANGE | (Continued) | | Total : | 175.00 |
| 107013 | 9/2/2014 | 100249 AU | JRORA ENVIRONMENTAL, INC. | JULY 2014 | | AB 939 COMPLIANCE PERIOD: JULY 20 001-310-0000-4270 Total : | 427.50 427.5 0 |
| 107014 | 9/2/2014 | 100532 S | TATE OF CALIFORNIA, DEPARTMENT OF JU | J\$ 046433 | | DOJ LIVESCAN FINGERPRINTING - JUL 004-2386 Total : | 4,681.00 4,681.0 0 |
| 107015 | 9/2/2014 | 100735 C | OASTAL AIR | 15067 | | A/C SERVICE @ 1215 FIRST 001-390-0456-4260 Total : | 130.00 130.0 0 |
| 107016 | 9/2/2014 | 100766 C | OMMUNITY DEVELOPMENT | NONPO | | LONG TERM PAYABLE TO CDC - CDBG 026-2085 Total : | 17,500.00 17,500.0 0 |
| 107017 | 9/2/2014 | 100805 C | OOPER HARDWARE INC. | 92835 92909 | | SUCTION HOSE REPAIR 070-383-0301-4300 RESPIRATORS FOR SIGN CONCRETE 001-370-0301-4300 | 13.60 31.49 |
| | | | | 92918 | | TIE WIRE & RESPORATORS FOR SIGN 001-370-0301-4300 Total : | 44.50 89.6 2 |
| 107018 | 9/2/2014 | 100978 DI | LT SOLUTIONS, LLC | SI262707 | 11096 11096 11096 | AUTOCAD 001-310-0000-4500 070-381-0000-4500 072-360-0000-4500 Total: | 2,500.00 654.00 652.86 3,806.8 6 |
| 107019 | 9/2/2014 | 101089 ES | SCOBAR, MARCO | 080714 081314-1 | | SENIOR CLUB TRIP - GRATUITIES FOR 004-2383 LP SENIOR PETTY CASH REIMB. | 902.00 |
| | | | | 081314-2 | | 004-2380 LP SENIOR PETTY CASH REIMB. 004-2380 | 108.2 |

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| 107019 | 9/2/2014 | 101089 ESCOBAR, MARCO | (Continued) | | | |
| | | | 081314-3 | | L P SENIOR PETTY CASH REIMB. | |
| | | | | | 004-2380 | 98.21 |
| | | | 081314-4 | | L P SENIOR PETTY CASH REIMB. | |
| | | | | | 004-2380 | 106.68 |
| | | | 081814 | | L P SENIOR PETTY CASH REIMB. | |
| | | | | | 004-2380 | 85.38 |
| | | | | | Total : | 1,399.50 |
| 107020 | 9/2/2014 | 101302 VERIZON | 8181811111 | | MUSIC CHANNEL | |
| | | | | | 001-190-0000-4220 | 45.12 |
| | | | 8181811114 | | CITY YARD AUTO DIALER | |
| | | | | | 070-384-0000-4220 | 49.05 |
| | | | 8181811126 | | RADIO REPEATER | |
| | | | | | 001-222-0000-4220 | 44.59 |
| | | | 8181811136 | | RADIO REPEATER | |
| | | | | | 001-222-0000-4220 | 44.59 |
| | | | 8181990351 | | PAC 50 TO SHERRIFFS | |
| | | | | | 001-222-0000-4220 | 503.09 |
| | | | 8183610901 | | SEWER FLOW MONITOR | |
| | | | | | 072-360-0000-4220 | 49.61 |
| | | | 8183613958 | | CNG STATION | 44.00 |
| | | | 8188315002 | | 001-320-3661-4220 PD SPECIAL PROBLEMS | 44.03 |
| | | | 6166315002 | | 001-222-0000-4220 | 46.01 |
| | | | 8188377174 | | PD SPECIAL PROBLEMS | 40.01 |
| | | | 0100377174 | | 001-222-0000-4220 | 25.71 |
| | | | 8188381841 | | ENGINEERING FAX MODEM | 20.71 |
| | | | 0.00001011 | | 001-310-0000-4220 | 26.29 |
| | | | 8188981293 | | CITY YARD MAJOR PHONE LINES | |
| | | | | | 070-384-0000-4220 | 825.24 |
| | | | 8188987373 | | PD EMERGENCY | |
| | | | | | 001-222-0000-4220 | 120.36 |
| | | | | | Total : | 1,823.69 |
| 107021 | 9/2/2014 | 101376 GRAINGER, INC. | 9496799066 | | PRESSURE GUAGE - PW4609 | |

001-320-0346-4400

Bank code : bank Voucher Date Vendor PO # Description/Account Amount 107021 9/2/2014 101376 GRAINGER, INC. (Continued) REPL REC PARK GYM DRINKING FOUN 9508780898 001-390-0410-4300 REC PARK GARAGE SECURITY LIGHTS 424.92 9509754041 001-390-0410-4300 242.11 REPLACEMENT 2-WAY RAIDOS 001-346-0000-4340 9509961513 114.18 PD BALLASTS 001-390-0222-4300 9510484943 77.51 001-390-0000-4310 RAIN GEAR 9512920159 001-390-0000-4310 RAIN GEAR 001-390-0000-4310 84.79 9512920167 189.74 BALLASTS REPL @ PD PARKING LOT 001-390-0222-4300 9512934739 182.18 PD PARKING LOT LIGHTS 001-390-0222-4300 9515035278 72.46 9516089555 RAIN GEAR 001-390-0000-4310 284.61 1,829.83 VALVE BALLS FOR WELL 2A INJUNCTIO 107022 9/2/2014 101458 HARRINGTON INDUSTRIAL PLASTICS 00597656 070-384-0000-4320 514.84 107023 9/2/2014 101482 HERNANDEZ, JAIME SENIOR CLUB - MUSIC FOR FIESTA PA 081314 900.00 004-2380 0020588-IN CONTRACT SERVICE PROPERTY TAX -107024 9/2/2014 101512 HDL, COREN & CONE 001-130-0000-4270 1,375.00 1,375.00 REPLACE PD KITCHEN FAUCET 107025 9/2/2014 101528 THE HOME DEPOT CRC, ACCT#603532202490 2083302 001-390-0222-4300 LIQUID CHLORINE, PAILS, OIL, LUBE &

3036335

Voucher List

CITY OF SAN FERNANDO

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vchlist Voucher List 5 08/28/2014 10:04:02AM CITY OF SAN FERNANDO Bank code : bank Invoice PO # Description/Account Voucher Date Vendor Amount 107025 9/2/2014 101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued) 070-384-0301-4300 029-335-0000-4320 60.56 3572187 WATER PROOF ELECTRICAL BOX 001-430-0000-4300 PLAQUE REPAIR @ ORTEGA PARK 20.88 6593358 001-390-7500-4300 MAT'L TO INSTALL NEW DRINKING FOL 25.86 6593360 001-390-0410-4300 20-V MAX CORDLESS COMBO REPLAC 13.12 7046477 001-346-0000-4300 433.82 Total: 684.42 107026 9/2/2014 101647 INTERSTATE BATTERY 30058616 BATTERIES FOR FLEET 001-1215 BATTERY - PK0258 240.79 30058617 001-320-0390-4400 88.64 Total: 329.43 107027 9/2/2014 101649 INTER-VALLEY POOL SUPPLY, INC 67378 POOL CHEMICALS 001-430-0000-4300 1,047.49 Total · 1,047.49 107028 9/2/2014 101666 DE LAGE LANDEN FINANCIAL SERVS 42448800 SEPT 2014 LEASE PAYMENT - PD COPI 001-222-0000-4260 SHARP COPIERS PROP TAX & ADMIN F 607.73 42451400 001-222-0000-4260 SHARP COPIERS PROP TAX & ADMIN F 121.38 42451408 001-222-0000-4260 60.31 789.42 107029 9/2/2014 101768 KIMBALL-MIDWEST 3726928 MISC NUTS, WASHERS, BOLTS, HEAT 5 001-1215 305.95 Total: 305.95 107030 9/2/2014 101848 LANGUAGE LINE SERVICES 3412974 TRANSLATION SERVICES

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| 107030 | 9/2/2014 | 101848 | 101848 LANGUAGE LINE SERVICES | (Continued) | | Total: | 7.39 |
| 107031 | 9/2/2014 | 101957 C | ITY OF LOS ANGELES | 38SF150000003 | | FIRE/AMBULANCE SERVICES - SEPT 2 | |
| | | | | | | 001-500-0000-4260 | 146,489.56 |
| | | | | | | Total : | 146,489.56 |
| 107032 | 9/2/2014 | 101971 L. | A. MUNICIPAL SERVICES | 0047501000 | | ELECTRIC - 13003 BORDEN AVE | |
| | | | | | | 070-384-0000-4210 | 983.65 |
| | | | | 4947501000 | | WATER - 12900 DRONFIELD | |
| | | | | 5007504000 | | 070-384-0000-4210 | 296.74 |
| | | | | 5007501000 | | ELECTRIC - 13655 FOOTHILL 070-384-0000-4210 | 177.69 |
| | | | | 5947501000 | | ELECTRIC - 12900 DRONFIELD | 177.09 |
| | | | | 3947301000 | | 070-384-0000-4210 | 6.687.76 |
| | | | | 6577501000 | | ELECTRIC - 14060 SAYRE ST | 0,007.70 |
| | | | | 0017001000 | | 070-384-0000-4210 | 15.008.35 |
| | | | | 6947501000 | | WATER - 13180 DRONFIELD | , |
| | | | | | | 070-384-0000-4210 | 22.04 |
| | | | | 7577501000 | | WATER - 14060 SAYRE | |
| | | | | | | 070-384-0000-4210 | 105.27 |
| | | | | 7947501000 | | ELECTRIC - 13186 DRONFIELD | |
| | | | | | | 070-384-0000-4210 | 53.60 |
| | | | | | | Total : | 23,335.10 |
| 107033 | 9/2/2014 | 101974 L | OS ANGELES COUNTY | JULY 2014 | | DEPT OF ANIMAL CARE & CONTROL FE | |
| | | | | | | 001-190-0000-4260 | 4,553.27 |
| | | | | | | Total : | 4,553.27 |
| 107034 | 9/2/2014 | 101990 L | A. COUNTY METROPOLITAN | 800059019 | | TAP CARDS - JULY 2014 | |
| | | | | | | 007-440-0441-4260 | 1,158.00 |
| | | | | | | Total : | 1,158.00 |
| 107035 | 9/2/2014 | 102003 L | OS ANGELES COUNTY | RE-PW-14080100652 | | INDUSTRIAL WASTE PROG - TREATME | |
| | | 102000 2 | 00711102220 0001111 | 112 1 11 11000 100002 | 11029 | 072-360-0000-4430 | 2,054.00 |
| | | | | RE-PW-14080100670 | | INDUSTRIAL WASTE PROG - TREATME | 2,00 1.00 |
| | | | | 200.000.0 | 11029 | 072-360-0000-4430 | 6,404.11 |
| | | | | | | Total : | 8,458.11 |
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Voucher List

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| Voucher | Date | Vendor | Invoice | PO# | Description/Account | Amount |
| 107036 | 9/2/2014 | 102007 L.A. COUNTY SHERIFFS DEPT. | 150129ST | | PRISONER MEALS - JULY 2014 001-225-0000-4350 Total : | 664.14 664.14 |
| 107037 | 9/2/2014 | 102041 LYNN PEAVEY COMPANY | 292284 | | EVIDENCE TAPE 001-222-0000-4300 Total : | 386.09 386.09 |
| 107038 | 9/2/2014 | 102132 MASCO SWEEPERS, INC. | 50481 | | VACCUM HOSE & SPRAY NOZZLES - PI 001-320-0311-4400 Total : | 196.20 196.2 0 |
| 107039 | 9/2/2014 | 102226 MISSION LINEN & UNIFORM | 140155606 140156372 | | LAUNDRY 001-225-0000-4350 LAUNDRY | 228.07 |
| | | | 140156930 | | 001-225-0000-4350 LAUNDRY | 247.03 |
| | | | 140157671 | | 001-225-0000-4350 LAUNDRY 001-225-0000-4350 | 228.07 247.78 |
| | | | | | Total : | 950.95 |
| 107040 | 9/2/2014 | 102374 NEOPOST | 14358259 | | HIGH CAPACITY INK CARTRIDGE FOR 001-190-0000-4280 Total : | 297.29 297.29 |
| 107041 | 9/2/2014 | 102403 NOW IMAGE PRINTING | 4192 | | 500 2-SIDED GREEN WATER TURN OFF 070-382-0000-4300 | 57.49 |
| | | | 4193 | | 072-360-0000-4300 WATER CONSERVATION DROUGHT OL 070-384-0000-4450 | 57.49 384.70 |
| | | | | | Total : | 499.68 |
| 107042 | 9/2/2014 | 102432 OFFICE DEPOT | 1700495768 1700511612 | | BACKREST 001-390-0000-4300 LAMINATION OF VEHICLE INS CARDS | 32.42 |
| | | | | | 001-320-0000-4300 | 8.01 |

vchlist Voucher List Page: 08/28/2014 10:04:02AM CITY OF SAN FERNANDO Bank code : bank Voucher Date Vendor PO # Description/Account Amount 9/2/2014 102432 OFFICE DEPOT 107042 (Continued) BACKREST RETURNED 1701169356 001-390-0000-4300 ENLARGE COPIES -32.42 1703707840 001-150-0000-4300 LABELS 001-222-0000-4300 3.97 1703957076 26.49 SCAN MAP 001-150-0000-4300 1703997861 3.26 SCAN POOL PLANS 001-150-0000-4300 1705733769 8.35 709382365001 PAPER ROLLS FOR CNG DISPENSERM 001-320-0000-4300 104.47 709382447001 001-320-0000-4300 PENCILS, PENS COPY PAPER & FOLDE 50.36 710177429001 001-222-0000-4300 POWER STRIP 85.80 710177515001 001-222-0000-4300 COPY PAPER & DISH SOAP 67.58 721207166001 001-311-0000-4300 COPY PAPER RETURNED 154.99 721380405001 001-311-0000-4300 COPY PAPER & FOLDERS 070-381-0000-4300 -150.62 721381334001 237.62 722012712001 PAPER RETURNED 001-222-0000-4300 -118.68 CLIPS, SUPER MAGNETS, COPY PAPEI 001-222-0000-4300 722548762001 375.19 722548770001 KEYBOARD 001-222-0000-4300 DEPT SUPPLIES - FOLDERS, BINDERS 9.66 722671907001 001-310-0000-4300 INK CARTRIDGES 148.35 722672071001 001-310-0000-4300 ADDRESS LABELS 177.65 722678335001 070-382-0000-4300 60.81

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| | Invoice | PO # | Description/Account | Amount | | | | |
| РОТ | (Continued) 724663314001 | | CREDIT FOR RETURN OF #2 PENCILS 001-311-0000-4300 Total : | -9.94 1,243.32 | | | | |
| MICHAEL | REIMB. | | MILEAGE REIMB 001-106-0000-4390 Total : | 38.48 38.48 | | | | |
| | 818-270-2203 | | 1SDN LINE/LASN NETWORK 001-222-0000-4220 Total : | 104.78 104.78 | | | | |
| THOMAS | AUG 2014 | | KARATE INSTRUCTOR 017-420-1326-4260 Total : | 660.00 660.00 | | | | |
| CHARTER & TOURS | 214 215 | | SENIOR CLUB TRIP - DEP FOR ENSEN, 004-2384 SENIOR CLUB TRIP - DEP FOR LAS VEI | 3,825.00 | | | | |
| | | | 004-2384 Total : | 2,478.00 6,303.00 | | | | |
| PER CORPORATION | 4462725 | | JANITORIAL SUPPLIES 001-430-0000-4300 001-390-0410-4300 001-390-0470-4300 001-390-7500-4300 | 232.69 83.22 208.05 124.83 | | | | |
| | 4464072 | | JANITORIAL SUPPLIES 001-430-0000-4300 001-390-0460-4300 Total : | 58.42 58.42 | | | | |
| B DIRECT, #0402465855179 | 2443 | | | | | | | |
| , | 25 | | 001-222-0000-4300 ENP REFRESHMENTS 004-2346 | 96.32 105.10 | | | | |
| B DI | RECT, #0402465855179 | | | 001-222-0000-4300 25 ENP REFRESHMENTS | | | | |

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| Voucher | Date | Vendor | | Invoice | PO # | Description/Account | Amount |
| 107048 | 9/2/2014 | 103010 | 103010 SAM'S CLUB DIRECT, #04024 | 465855179 (Continued) | ı | Total : | 201.42 |
| 107049 | 9/2/2014 | 103029 S | AN FERNANDO, CITY OF | 14507-14584 | | REIMBURSEMENT TO WORKERS COM | |
| | | | | | | 006-1035 | 17,341.31 |
| | | | | | | Total: | 17,341.31 |
| 107050 | 9/2/2014 | 103057 S | AN FERNANDO VALLEY SUN | 9028 | | PUBLICATION OF LEGAL NOTICE - LIVI | |
| | | | | | | 001-115-0000-4230 | 50.00 |
| | | | | | | Total : | 50.00 |
| 107051 | 9/2/2014 | 103090 S | USAN SAXE-CLIFFORD, PH.D. | 14-0806-2 | | PYSCH EVALUATION SERVICES | |
| | | | | | | 001-222-0000-4260 | 450.00 |
| | | | | 14-0818-1 | | POST SHOOTING CONSULTATIONS 001-222-0000-4260 | 2,100.00 |
| | | | | | | Total : | 2,550.00 |
| 107052 | 9/2/2014 | 103184 S | MART & FINAL | 160926 | | DAY CAMP SUPPLIES | |
| | | | | | | 017-420-1399-4300 | 220.62 |
| | | | | 161154 | | DAY CAMP SUPPLIES | |
| | | | | 164099 | | 017-420-1399-4300 SUPPLIES FOR SENIOR CLUB DANCE | 19.61 |
| | | | | 104099 | | 004-2380 | 227.76 |
| | | | | 164558 | | ENP SUPPLIES | |
| | | | | | | 115-422-3750-4300 | 110.23 |
| | | | | | | 004-2391 | 24.78 |
| | | | | | | Total : | 603.00 |
| 107053 | 9/2/2014 | 103202 S | OUTHERN CALIFORNIA EDISON CO. | 073114 | | ELECTRIC - VARIOUS LOCATIONS | |
| | | | | | | 001-371-0000-4210 029-335-0000-4210 | 122.75 2,001.07 |
| | | | | 080114 | | 629-335-0000-4210 ELECTRIC - 200 HUBABRD | 2,001.07 |
| | | | | | | 001-371-0000-4210 | 47.97 |
| | | | | 080214 | | ELECTRIC - VARIOUS LOCATIONS | |
| | | | | | | 001-390-0450-4210 001-390-0457-4210 | 29.29 217.38 |
| | | | | | | 001-390-0457-4210 001-371-0000-4210 | 48.97 |
| | | | | 080514 | | ELECTRIC - VARIOUS LOCATIONS | .0.07 |

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| Voucher | Date | Vendor | Invoice | PO# | Description/Account | Amount |
| 107053 | 9/2/2014 | 103202 SOUTHERN CALIFORNIA EDISON CO. | (Continued) | | | |
| | | | | | 029-335-0000-4210 | 82.02 |
| | | | | | 001-390-0310-4210 | 4,962.87 |
| | | | | | 029-335-0000-4210 | 62.94 |
| | | | | | 001-320-3661-4210 | 2,698.38 |
| | | | | | 001-390-0450-4210 | 736.10 |
| | | | | | 027-344-0000-4210 | 678.96 |
| | | | | | 001-222-0000-4210 | 10,179.72 |
| | | | 080614 | | ELECTRIC - VARIOUS LOCATIONS | |
| | | | | 001-420-0000-4210 | 4,643.14 | |
| | | | | | 027-344-0000-4210 | 106.00 |
| | | | 080714 | | ELECTRIC - VARIOUS LOCATIONS | |
| | | | | | 001-420-0000-4210 | 6,460.90 |
| | | | | | 027-344-0000-4210 | 19,128.75 |
| | | | 080814 | | ELECTRIC - VARIOUS LOCATIONS | |
| | | | | | 001-371-0000-4210 | 1,739.05 |
| | | | 080914 | | ELECTRIC - LOT 3,5 & 8 | |
| | | | | | 029-335-0000-4210 | 263.74 |
| | | | 081214 | | ELECTRIC - 900 1/2 1ST; 1041 1/2 | |
| | | | | | 001-390-0470-4210 | 99.63 |
| | | | 081314 | | ELECTRIC - TRUMAN/KITTEIDGE | |
| | | | | | 001-341-0000-4210 | 26.27 |
| | | | 081414 | | ELECTRIC - 60 JESSIE & 573 GLENOAK | |
| | | | | | 070-384-0000-4210 | 187.87 |
| | | | | | 001-390-0450-4210 | 1,014.96 |
| | | | | | 070-381-0000-4210 | 515.30 |
| | | | | | 072-360-0000-4210 | 515.29 |
| | | | | | Total : | 56,569.32 |
| 107054 | 9/2/2014 | 103205 THE GAS COMPANY | 080814 | | GAS- VARIOUS LOCATIONS | |
| | | | | | 001-430-0000-4210 | 5,977.06 |
| | | | | | 001-310-0000-4210 | 50.46 |
| | | | | | 001-222-0000-4210 | 384.75 |
| | | | 081214 | | GAS - 505 S HUNTINGTON | |
| | | | | | 001-420-0000-4210 | 27.45 |
| | | | | | Total : | 6,439.72 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amoun |
| 107055 9 | 9/2/2014 | 103218 SOLIS, MARGARITA | 2-10 | | PETTY CASH REIMB | |
| | | | | | 001-101-0000-4300 | 31.77 |
| | | | | | 001-106-0000-4270 | 97.78 |
| | | | | | 001-222-0000-4300 | 31.34 |
| | | | | | 001-390-0410-4360 | 17.36 |
| | | | | | 017-420-1399-4300 | 15.26 |
| | | | | | Total : | 193.51 |
| 107056 | 9/2/2014 | 103299 SUPREME SALES COMPANY, INC. | 018413 | | PILLOW PAWS FOR INMATES | |
| | | | | | 001-225-0000-4350 | 365.89 |
| | | | | | Total: | 365.89 |
| 107057 | 9/2/2014 | 103375 TIMEMARK INCORPORATED | 114891 | | CLAMPS, END PLUGS & NAILS FOR TR | |
| | | | | | 001-310-0000-4300 | 71.62 |
| | | | | | Total: | 71.62 |
| 107058 | 9/2/2014 | 103449 USA BLUE BOOK | 393746 | | WELL 2A & 4A BARRELL KEYS FOR FLC | |
| | | | | | 070-384-0000-4320 | 167.99 |
| | | | 394069 | | HOUSE INSPECTION PRESSURE & FLC | |
| | | | | | 070-384-0000-4340 | 91.93 |
| | | | 394101 | | WELL 2A BALL VALVES FOR CLA-VAL | |
| | | | | | 070-384-0000-4320 | 26.23 |
| | | | 394701 | | WELL 2A & 4S BALL VALVES & THERMO | |
| | | | | | 070-384-0000-4320 | 322.05 |
| | | | | | Total: | 608.20 |
| 107059 | 9/2/2014 | 103463 U.S. POSTMASTER | 192884192 | | PRE-SORTED FIRST CLASS POSTAGE | |
| | | | | | 070-382-0000-4300 | 1,569.31 |
| | | | PERMIT 64 | | FIRST CLASS PRESORT PERMIT #64 R | |
| | | | | | 070-382-0000-4300 | 100.00 |
| | | | | | 072-360-0000-4300 | 100.00 |
| | | | | | Total : | 1,769.31 |
| 107060 | 9/2/2014 | 103688 WIL-POWER BATTERY DIST. | 171408 | | WELL 4A SCADA BACK-UP BATTERY PA | |
| | | | | | 070-384-0000-4320 | 21.79 |
| | | | | | Total: | 21.79 |

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| 107061 | 9/2/2014 | 103716 WORKBOOT WAREHOUSE | 47629 | | SAFETY SHOES | | |
| | | | | | 072-360-0000-4310 | 260.5 | |
| | | | | | Total : | 260.5 | |
| 107062 | 9/2/2014 | 103851 EVERSOFT, INC. | R1363836 | | SOFTENER RENTAL - WELL 2A | | |
| | | | | | 070-384-0000-4260 | 136.1 | |
| | | | | | Total : | 136.1 | |
| 107063 | 9/2/2014 | 103903 TIME WARNER CABLE | 8448200540010369 | | CABLE 08/18/14-09/17/14 | | |
| | | | | | 001-222-0000-4260 | 16.8 | |
| | | | 8448200540028882 | | CABLE/INTERNET SERVICE 08/13/14-09 | | |
| | | | 0440000540400000 | | 001-420-0000-4260 | 137.6 | |
| | | | 8448200540196300 | | INTERNET SERVICES - 08/23/14-09/22/1 001-190-0000-4220 | 1,100.0 | |
| | | | | | Total : | 1,254.4 | |
| 107064 | 9/2/2014 | 887121 DELL MARKETING L.P. | XJFKD6FR4 | | LED SMART TV FOR SCADA | | |
| | 0/2/2011 | oor izr beer in the ring en . | , and the state of | | 070-384-0000-4260 | 771.4 | |
| | | | XJFT9KDM3 | | SOFTWARE FOR RECORDS COMP | | |
| | | | | | 001-222-0000-4300 | 122.0 | |
| | | | | | Total : | 893.4 | |
| 107065 | 9/2/2014 | 887128 MORALES, GLORIA | 2000143.001 | | FITNESS CLASS REFUND | | |
| | | | | | 017-3770-1337 | 4.5 | |
| | | | | | Total : | 4.5 | |
| 107066 | 9/2/2014 | 887249 GALLS, LLC | 002290437 | | UNIFORMS | | |
| | | | | | 001-222-0000-4300 | 293.1 | |
| | | | 002290442 | | UNIFORMS | | |
| | | | | | 001-222-0000-4300 Total : | 76.2 369.4 | |
| | | | | | Total: | 369.4 | |
| 107067 | 9/2/2014 | 887422 NORTHERN SAFETY CO., INC. | 901032809 | | SAFETY SUPPLIES- GLASSES, GLOVE; | | |
| | | | | | 001-390-0000-4310 | 297.9 | |
| | | | | | Total : | 297.9 | |
| 107068 | 9/2/2014 | 887952 J. Z. LAWNMOWER SHOP | 10715 | | EQUIP MAINT | | |
| | | | | | 001-390-0410-4320 | 8.5 | |

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| Amount | Description/Account | PO # | Invoice | | Vendor | Date | Voucher |
| 8.50 | Total : | | (Continued) | 887952 J. Z. LAWNMOWER SHOP | 887952 | 9/2/2014 | 107068 |
| | PORTABLE TOILET RENTAL @ 501 FIRS | | 114-2203019 | NITED SITE SERVICES OF CA INC | 888241 U | 9/2/2014 | 107069 |
| 550.04 | 070-381-0450-4260 | | | | | | |
| 070.00 | PORTABLE TOILET RENTAL @ LAYNE F | | 114-2204208 | | | | |
| 379.22 929.26 | 001-390-0410-4260 Total : | | | | | | |
| 020.20 | | | | | | | |
| | RESERVOIR #3 RAISE MANHOLE | | SF14-001 | AVECO CONSTRUCTION INC. | 888400 PA | 9/2/2014 | 107070 |
| 2,200.00 2,200.00 | 070-384-0000-4330 Total : | | | | | | |
| 2,200.00 | | | | | | | |
| | PEST CONTROL @ RUDY ORTEGA PAF | | 2392106 | ESTERN EXTERMINATOR COMPANY | 888442 W | 9/2/2014 | 107071 |
| 48.50 | 001-390-7500-4260 PEST CONTROL @ CITY HALL | | 2450510 | | | | |
| 76.00 | 001-390-0310-4260 | | 2450510 | | | | |
| | BAIT MONITORING @ REC PARK | | 2450511 | | | | |
| 60.00 | 001-390-0410-4260 | | | | | | |
| | PEST CONTROL @ LP PARK | | 2453550 | | | | |
| 47.50 | 001-390-0460-4260 BAIT MONITORING @ LP PARK | | 2453551 | | | | |
| 144.00 | 001-390-0460-4260 | | 2433331 | | | | |
| 376.00 | Total : | | | | | | |
| | ALARM MONITORING - SEPT 2014 | | 1066563 | AJOR METROPOLITAN SECURITY | 888468 M | 9/2/2014 | 107072 |
| 15.00 | 001-390-0410-4260 | | 100000 | The state of the s | 000100 111 | 0/2/2011 | 10.0.2 |
| | ALARM MONITORING - SEPT 2014 | | 1066564 | | | | |
| 15.00 | 001-390-0410-4260 | | | | | | |
| 15.00 | ALARM MONITORING - SEPT 2014 001-390-0410-4260 | | 1066565 | | | | |
| 15.00 | ALARM MONITORING - SEPT 2014 | | 1066566 | | | | |
| 15.00 | 001-390-0460-4260 | | | | | | |
| | ALARM MONITORING - SEPT 2014 | | 1066567 | | | | |
| 15.00 | 070-381-0450-4260 | | | | | | |
| 15.00 | ALARM MONITORING - SEPT 2014 070-381-0450-4260 | | 1066568 | | | | |
| 13.00 | ALARM MONITORING - SEPT 2014 | | 1066569 | | | | |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 107072 | 9/2/2014 | 888468 MAJOR METROPOLITAN SECURITY | (Continued) | | | |
| | | | | | 001-390-0450-4260 | 15.00 |
| | | | 1066570 | | ALARM MONITORING - SEPT 2014 | |
| | | | | | 001-390-0460-4260 | 15.00 |
| | | | 1066571 | | ALARM MONITORING - SEPT 2014 | |
| | | | | | 001-390-0222-4260 | 15.00 |
| | | | 1066572 | | ALARM MONITORING - SEPT 2014 | 45.00 |
| | | | 1000572 | | 001-390-0410-4260 | 15.00 |
| | | | 1066573 | | ALARM MONITORING - SEPT 2014 001-430-0000-4260 | 15.00 |
| | | | 1066574 | | ALARM MONITORING - SEPT 2014 | 15.00 |
| | | | 1000374 | | 001-390-0410-4260 | 15.00 |
| | | | 1066575 | | ALARM MONITORING - SEPT 2014 | 13.00 |
| | | | 1000010 | | 070-381-0450-4260 | 15.00 |
| | | | | | Total : | 195.00 |
| 107073 | 9/2/2014 | 888646 HD SUPPLY WATER WORKS, LTD | C760883 | | CORPS, BALL CORP STOPS, COUPLING | |
| 107073 | 3/2/2014 | 000040 TID SOFT ET WATER WORKS, ETD | C/00003 | | 070-383-0301-4300 | 1,226.07 |
| | | | | | Total : | 1,226.07 |
| | | | | | iotai. | 1,220.07 |
| 107074 | 9/2/2014 | 888800 BUSINESS CARD | 080714 | | PRINT DISTRIBUTOR WORKSTATION 5 | |
| | | | | | 001-222-0000-4300 | 99.00 |
| | | | 081114 | | LODGING FOR K-9 TRAINING (4 OF 5 W | |
| | | | | | 001-225-0000-4270 | 448.00 |
| | | | | | Total : | 547.00 |
| 107075 | 9/2/2014 | 889043 ALADIN JUMPERS | 062014 | | DANCE FLOOR RENTAL | |
| | | | | | 017-420-1397-4260 | 175.00 |
| | | | 071814 | | DANCE FLOOR RENTAL | |
| | | | | | 017-420-1397-4260 | 280.00 |
| | | | 081514 | | BALLOONS | |
| | | | | | 001-420-0000-4260 | 66.00 |
| | | | | | Total : | 521.00 |
| 107076 | 9/2/2014 | 889114 SEVEN ELK RANCH DESIGN, INC | 2359 | | CONSULTING FEES JUNE 2014 | |
| | | | | | 001-310-0000-4270 | 550.00 |
| | | | | | | |
| | | | | | | |

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| Bank code : | bank | | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 107085 | 9/2/2014 | 889602 RESPOND SYSTEMS | 96636 | | 1ST AID SUPPLIES | |
| | | | | | 001-430-0000-4300 | 48.40 |
| | | | | | Total : | 48.40 |
| 107086 | 9/2/2014 | 889644 VERIZON BUSINESS | 07840206 | | CITY HALL LONG DISTANCE | |
| | | | | | 001-190-0000-4220 | 81.69 |
| | | | 07840207 | | CITY YARD LONG DISTANCE | |
| | | | | | 070-384-0000-4220 | 74.25 |
| | | | 07840208 | | CITY HALL LONG DISTANCE & INTRAL# | |
| | | | | | 001-190-0000-4220 | 226.99 |
| | | | 07840209 | | POLICE LONG DISTANCE | |
| | | | | | 001-222-0000-4220 | 281.37 |
| | | | 07840210 | | CITY YARD LONG DISTANCE | 7.00 |
| | | | 07840211 | | 070-384-0000-4220 PARK LONG DISTANCE | 7.23 |
| | | | 07840211 | | 001-420-0000-4220 | 151.47 |
| | | | 07840767 | | ENGINEERING LONG DISTANCE | 151.47 |
| | | | 07040707 | | 001-310-0000-4220 | 3.77 |
| | | | 07840776 | | CITY YARD LONG DISTANCE (AIMS NE | 0.77 |
| | | | | | 070-384-0000-4220 | 3.61 |
| | | | 07840780 | | CREDIT CARD LINE | |
| | | | | | 001-190-0000-4220 | 3.61 |
| | | | 07840781 | | POLICE LONG DISTANCE | |
| | | | | | 001-222-0000-4220 | 3.61 |
| | | | 07840782 | | PARK LONG DISTANCE | |
| | | | | | 001-420-0000-4220 | 3.81 |
| | | | 07840788 | | CITY HALL LONG DISTANCE | |
| | | | | | 001-190-0000-4220 | 3.40 |
| | | | | | Total : | 844.81 |
| 107087 | 9/2/2014 | 889681 VILLALPANDO, MARIA | 08/04/14-08/22/14 | | FOOD SERVICE WORKER | |
| | | | | | 115-422-3750-4270 | 202.50 |
| | | | | | 115-422-3752-4270 | 40.50 |
| | | | | | Total : | 243.00 |
| 107088 | 9/2/2014 | 889942 ATHENS SERVICES | 80841 | | STREET SWEEPING - AUG 2014 | |
| .37000 | 51212014 | 3330 IZ ATTIENO GERVIOLO | 000+1 | | 001-343-0000-4260 | 10,100.00 |
| | | | | | 55. 5.5 5555 .200 | .5,100.00 |

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| 107088 | 9/2/2014 | 889942 889942 ATHENS SERVICES | (Continued) | | Total : | 10,100.00 |
| 107089 | 9/2/2014 | 890030 ELITE EQUIPMENT INC | 21208 | | SUCTION HOSE REPAIR 070-383-0000-4320 Total : | 63.48 63.48 |
| 107090 | 9/2/2014 | 890095 O'REILLY AUTO PARTS | 4605-114156 4605-114918 | | TIRE PLUG REAMER 001-320-0000-4340 HEADLIGHT SWITCH - WA4470 | 5.93 |
| | | | 4605-114980 | | 070-384-0000-4400 IGNITION COIL & MODULE - WA8196 | 23.00 |
| | | | | | 070-383-0000-4400 Total : | 72.09 101.02 |
| 107091 | 9/2/2014 | 890360 HERRERA, NINAMARIE JULIA | AUG 2014 | | COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111 Total : | 50.00 50.00 |
| 107092 | 9/2/2014 | 890740 MORAN, STEPHANIE | REPL CK#101418 | | REPL STL DTD CK - WATER EXERCISE 017-2140 | 360.00 |
| | | | REPL CK#101600 | | REPL STL DTD CK - WATER EXERCISE 017-2140 Total : | 360.00 720.00 |
| 107093 | 9/2/2014 | 890771 TORRES, CAROLINA | 07/19/14-08/18/14 | | ZUMBA INSTRUCTOR 017-420-1337-4260 Total : | 490.00 490.00 |
| 107094 | 9/2/2014 | 890810 SENFTLEBEN, DARIO | 07/19/14-08/01/14 | | OUTDOOR FITNESS & CLASS PREP IN: 017-420-1337-4260 Total : | 120.00 120.00 |
| 107095 | 9/2/2014 | 890833 THOMSON REUTERS | 830033942 | | LA CLEAR INVEST TOOL 001-224-0000-4270 Total : | 144.32 144.32 |
| 107096 | 9/2/2014 | 890879 EUROFINS EATON ANALYTICAL, INC | L0176939 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |

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| 107096 | 9/2/2014 | 890879 EUROFINS EATON ANALYTICAL, INC | (Continued) L0176965 | | WATER ANALYSIS FOLDERS | | 400.00 | | | |
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| | | | L0177633 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | | 3,150.00 | | | |
| | | | L0177791 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | | 139.60 | | | |
| | | | L0178433 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | | 139.60 | | | |
| | | | L0178530 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | | 139.60 | | | |
| | | | L0178584 | | 070-384-0000-4260 WATER ANALYSIS FOLDERS | | 20.00 | | | |
| | | | | | 070-384-0000-4260 Tot | al: | 139.60 4,007.60 | | | |
| 107097 | 9/2/2014 | 890897 EVAN BROOKS ASSOCIATES, INC | 14006-10 | | CONTRACT PLANNER SERVICES 001-150-0000-4270 | | 3,150.00 | | | |
| | | | 14006-9 | | CONTRACT PLANNER SERVICE | | | | | |
| | | | 14008-10 | 44007 | 001-150-0000-4270 CONTRACT PLANNER SERVICES | | 1,200.00 | | | |
| | | | 14008-14 | 11097 | 001-150-0000-4270 TOD QRTLY REPORT | | 8,975.00 | | | |
| | | | | | 001-150-0000-4270 Tot | al: | 1,600.00 14,925.00 | | | |
| 107098 | 9/2/2014 | 890898 TETRA MECHANICAL SERVICE INC | 072814 | | SERVICE CALL FOR A/C @ CITY HAL 001-390-0310-4330 | L | 165.00 | | | |
| | | | | | 001-390-0310-4330 Tot i | al: | 165.00 | | | |
| 107099 | 9/2/2014 | 890919 VARGAS, BERTHA | 2000145.001 | | KARATE CLASS REFUND 017-3770-1326 | | 40.00 | | | |
| | | | | | Tot | al: | 40.00 | | | |
| 107100 | 9/2/2014 | 890963 COMMERCIAL AQUATIC SERVICE INC | 114-2271 | | BW VALVE 001-430-0000-4330 | | 1,638.81 | | | |

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| 107109 | 9/2/2014 | 891270 891270 SARGSYAN, NAREH | (Continued) | | Total : | 160.00 | |
| 107110 | 9/2/2014 | 891311 TORRES, RITA | 08/04/14-08/22/14 | | ENP SUBSTITUTE 115-422-3750-4270 115-422-3752-4270 Total : | 63.00 9.00 72.00 | |
| 107111 | 9/2/2014 | 891329 MIKE'S TIRE MAN INC | 0013699 | | TIRES FOR FLEET 001-1215 Total : | 1,037.68 1,037.68 | |
| 107112 | 9/2/2014 | 891377 REYES, JOSE | 08/09/14-08/22/14 | | HDM DIRVER 115-422-3752-4270 115-422-3752-4390 Total : | 18.00 5.72 23.72 | |
| 107113 | 9/2/2014 | 891395 OMNIS INCORPORATED | 14007 | 11079 | PAVEMENT MGMT SYSTEM, SVCS, ANA 011-311-0000-4270 Total : | 1,700.00 | |
| 107114 | 9/2/2014 | 891484 BERLOC SIGN CO. | 8244 | | DOOR SIGNS (FRONT & BACK DOORS 001-390-0310-4300 Total : | 51.47 51.47 | |
| 107115 | 9/2/2014 | 891529 GEOCON WEST, INC. | 7407138 | | GEOTECHNICAL INVESTIGATION SERV 070-384-0857-4600 Total : | 60.00 | |
| 107116 | 9/2/2014 | 891570 INNOVATIVE TELECOM. SYSTEMS | 1319 | | REPROGRAM & RECORD VOICEMAIL S 001-190-0000-4320 Total : | 392.50 | |
| 107117 | 9/2/2014 | 891572 EMEDCO INC | 9325095075 | | HYPOCHLORITE STENCILS FOR SAFE 070-384-0000-4310 Total : | 340.76 340.76 | |
| 107118 | 9/2/2014 | 891573 PERFORMANCE TRUCK & TRAILER | IN21421 | | LIGHT BAR LED RED SECTION - PD499 001-320-0225-4400 | 230.98 | |

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| 107118 | 9/2/2014 | 891573 PERFORMANCE TRUCK & TR | AILER (Continued) | | Tot | tal: 230.98 |
| 107119 | 9/2/2014 | 891574 FLW, INC | 1082081 | | BARKSDALE PRESSURE SWITCH FO 070-384-0000-4320 | OR 267.40 tal: 267.40 |
| 107120 | 9/2/2014 | 891575 TAPIA, ANDREW | 080814 | | OUTDOOR FITNESS INSTRUCTOR 017-420-1337-4260 | 250.00 tal: 250.00 |
| 107121 | 9/2/2014 | 891576 LU, DANIELLE | 080814 | | SENIOR FITNESS INSTRUCTOR 017-420-1337-4260 | 250.00 tal: 250.00 |
| 107122 | 9/2/2014 | 891577 BEALL, JOSHUA | 07/19/14-08/18/14 | | BODY SCUPTING 017-420-1337-4260 | 30.00 tal: 30.00 |
| 107123 | 9/2/2014 | 891578 QUEZADA, MONICA | 2000142.001 | | SWIM LESSONS REFUND 001-3770-1338 | 50.00 tal: 50.00 |
| 107124 | 9/2/2014 | 891579 AGUILA, SANDRA | 2000137.001 | | DAY CAMP REFUND 017-3770-1399 Tol | 165.00 tal: 165.00 |
| 107125 | 9/2/2014 | 891580 JACOBS, LOUISE | 404127 | | SENIOR TRIP REFUND 004-2384 Tol | 140.00 tal: 140.00 |
| 107126 | 9/2/2014 | 891581 SCHOOL SPECIALTY | 208112917219 | | STORAGE CABINET 104-420-0000-4300 | 1,727.63 tal: 1,727.6 3 |
| 107127 | 9/2/2014 | 891582 CALZADA, PETRA | 2000144.001 | | FITNESS CLASS INSTRUCTOR 017-3770-1337 | 13.50 tal: 13.5 0 |

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| 107128 | 9/2/2014 | 891583 CASTILLO, MARIA | 2000139.001 | | SWIMMING LESSONS REFUND 001-3770-1338 Total : | | 45.00 45.00 |
| 107129 | 9/2/2014 | 891584 PLASCENCIA, MARTHA | 2000140.001 | | SWIMMING LESSONS REFUND 001-3770-1338 Total : | | 50.00 50.00 |
| 107130 | 9/2/2014 | 891585 STEVEN LOY, PH.D. | 8202014 | | PRINTING OF 100 CITIZENS COLOR PC 001-420-0000-4300 Total : | | 185.00 185.00 |
| 125 | 5 Vouchers fo | or bank code : bank | | | Bank total : | 45 | 2,227.25 |
| 125 | Vouchers in | n this report | | | Total vouchers : | 45 | 2,227.25 |

Voucher Registers are not final until approved by Council.

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager

By: Marlene Miyoshi, Interim Public Works Director

Kenneth Jones, Administrative Analyst

DATE: September 2, 2014

SUBJECT: Consideration of Award of Contract for On-Going Performance Review of City's

Solid Waste Collections Services Franchise

RECOMMENDATION:

It is recommended that the City Council:

- a. Award a two-year Professional Services Agreement (Attachment "A" Contract No. 1756) to HF&H Consultants, LLC for On-Going Performance Review of City's Solid Waste Collection and Recycling Services Agreement, in the amount of \$70,000 (\$35,000 annually);
- b. Authorize the City Manager to approve up to \$15,000 annually for any additional service requests made by the City in this matter; and
- c. Authorize the City Manager to execute Contract No. 1756 with HF&H Consultants, LLC.

BACKGROUND:

- 1. On December 2, 2013, City Council approved an exclusive Franchise Contract with Consolidated Disposal Service (CDS) to provide residential, commercial, organic waste collection services for Citywide refuse and recycling services. Services went into effect on February 15, 2014.
- 2. Pursuant to the Franchise Contract, CDS shall submit an annual contract management fee of \$50,000 to the City for assistance in ensuring CDS compliance with contract requirements and provisions.
- 3. On July 24, 2014, staff issued a Request for Proposals (RFP) for "On-Going Performance Review of City's Solid Waste Collections Services Franchise.

Consideration of Award of Contract for On-Going Performance Review of City's Solid Waste Collections Services Franchise

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4. On August 14, 2014, the City received two (2) proposals to provide the requested professional consulting services.

ANALYSIS:

Pursuant to the CDS Collection Services Agreement, Section 10.03.4 Reimbursement of Fees, CDS will submit an annual Contract Management Fee to the City "...in the amount of Fifty Thousand Dollars (\$50,000). This amount shall be increased annually at the same percentage change as adjustments to the Maximum Service Rates...". The Contract Management Fee is intended to provide assistance to the City to ensure CDS compliance with the multitude of franchise requirements and provisions.

Staff issued an RFP for professional management services that are to include monitoring key contract programs, milestones, and requirements within the CDS Collection Service Agreement. The scope of services will include: trend analyses of tonnage and fee reports to track recycling (diversion) progress and issues, preparation and review of a contractor responsibilities matrix based on the Agreement terms and conditions, and review of new regulatory development that may impact the provision of solid waste services. The consultant will conduct regular, joint meetings with City staff and CDS to discuss any services issues and contractor compliance.

Monitoring Guidelines will be established to ensure that fee payments, diversion goals, public education outreach, and other requirements are being met. Services will include tracking compliance with all mandatory recycling regulations, developing a public education and outreach schedule, and review and comment on drafts of all public education materials created by CDS.

Evaluation of Submitted Proposal

Two proposals were received for On-Going Performance Review of City's Solid Waste Collections Services Franchise. The companies who submitted proposals were HF&H Consultants and R3 Consulting Group, both well established in the industry. Staff evaluated proposals based on years of experience conducting reviews (consulting firms especially on refuse companies), model or method to be used to perform review, references, and cost.

Based on staff's evaluation of proposals, it was concluded that HF&H Consultants was best suited to perform the on-going performance review of City's Solid Waste Collections Services Franchise. The firm has served more than 360 municipal agencies throughout Northern and Southern California over the last 25 years. HF&H is very familiar with CDS and has been involved in management of CDS solid waste agreements for as many as 17 years. HF&H offers over 20 full-time professionals with a wide variety of certifications and expertise.

HF&H fee proposal included a fixed fee of \$35,000 per year, with options for additional services at the discretion of the City (R3 Consulting's fee proposal was \$46,000 per year). This fee proposal is well within the CDS contract management fee obligation to the City.

Consideration of Award of Contract for On-Going Performance Review of City's Solid Waste Collections Services Franchise Page 3

BUDGET IMPACT:

No impact to the current Fiscal Year 2014-2015 Budget. The cost of services was included in this fiscal year's budget. As described above, CDS is required to, and has already submitted the \$50,000 contract management fee for the City's use.

CONCLUSION:

Staff recommends an award of contract to HF&H Consultants, LLC for On-Going Performance Review of City's Solid Waste Collections Services Franchise.

ATTACHMENT:

A. Contract No. 1756

ATTACHMENT "A" CONTRACT NO. 1756

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into this 2nd day of September by and between the City of San Fernando, a municipal corporation ("CITY") and HF&H Consultants, LLC ("CONSULTANT").

RECITALS

- A. CITY has determined that it requires the following professional services from a consultant: On-Going Performance Review of City's Solid Waste Collection Services Franchise.
- B. CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

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

1. **DEFINITIONS**

- A. "Scope of Services": Such professional services are set forth in Exhibit A attached hereto and incorporated herein by this reference.
- B. "Approved Fee Schedule": Such compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference.
 - C. "Commencement Date": September 15, 2014
 - D. "Expiration Date": September 14, 2016

2. CONSULTANT'S SERVICES

- A. <u>Scope of Services</u>. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall perform the services identified in the Scope of Services. CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation shall be incorporated by written amendments to this Agreement.
- B. <u>Time for Performance</u>. CONSULTANT shall commence the services on the Commencement Date and shall perform all services diligently and expeditiously.
- C. <u>Standard of Performance</u>. CONSULTANT shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. CONSULTANT shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

3. REPRESENTATIVES

- A. <u>City Representative</u>. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the City Public Works Director (hereinafter the "City Representative"). It shall be CONSULTANT's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONSULTANT shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.
- B. <u>Consultant Representative</u>. For the purposes of this Agreement, Laith Ezzet-Senior Vice President, is hereby designated as the representative of CONSULTANT authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by CONSULTANT without the prior written approval of CITY.

4. CONSULTANT'S PERSONNEL

- A. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All such services will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits, and licenses required by applicable law to perform such services.
- B. CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.
- C. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- D. CONSULTANT shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- E. <u>Permits and Licenses</u>. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City of San Fernando business license.

5. FACILITIES AND EQUIPMENT

Except as otherwise authorized by CITY in writing, CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

6. TERM OF AGREEMENT

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

7. COMPENSATION

- A. CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed THIRTY-FIVE THOUSAND (\$35,000) per contract year. CITY shall not withhold applicable federal or state payroll or any other required taxes or other authorized deductions from each payment made to CONSULTANT. No claims for compensation in excess of the not-to-exceed amount for the Project will be allowed unless such compensation is approved by the City Representative, in writing.
- B. <u>Additional Services</u>. No claims for additional services performed by CONSULTANT which are beyond the scope set forth in Exhibit A will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall not exceed a total sum of FIFTEEN THOUSAND (\$15,000) per contract year and shall be compensated using CONSULTANT's Approved Fee Schedule (Exhibit B). Fees for such additional services shall be paid within thirty (30) days of the date CONSULTANT issues an invoice to CITY for such services and City has approved said invoice.

8. METHOD OF PAYMENT

CONSULTANT shall submit to CITY an invoice, on a monthly basis, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations as applicable, shall include the days worked, number of hours worked by position, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7.

9. OWNERSHIP OF WORK PRODUCT

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

10. TRAVEL REIMBURSEMENT

Travel required by CONSULTANT or any subconsultant or subcontractor pursuant to this Agreement shall be a reimbursable expense and shall only be made where necessary to complete the services agreed to be performed under this Agreement. Travel expenses shall be reasonable and shall be incurred in the most cost efficient manner possible. CITY will not pay for travel expenses to and from City Hall. All requests for travel reimbursement shall be accompanied by appropriate back-up documentation and receipts evidencing authorized expenses.

11. INDEPENDENT CONTRACTOR

CONSULTANT will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONSULTANT as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONSULTANT.

12. CONFIDENTIALITY

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

13. CONFLICTS OF INTEREST

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

14. INDEMNIFICATION

A. To the full extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, 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 or any of its officers, employees, servants, agents, subcontractors, volunteers 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.

The parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

- B. CONSULTANT's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.
- C. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations for the benefit of CITY, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees 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 or any of its officers, employees, servants, agents, subcontractors, volunteers 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.
- D. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation laws regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

15. INSURANCE

- A. CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
 - 1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
 - 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- 3. Worker's Compensation insurance as required by the State of California.
- 4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.
- B. CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide.
- D. CONSULTANT agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.
- E. Prior to commencement of work under this Agreement, CONSULTANT shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
- F. CONSULTANT shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- H. The insurance provided by CONSULTANT shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured

retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

- K. If CONSULTANT is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

- A. CITY shall provide CONSULTANT with all pertinent data, documents and other requested information as is reasonably available for the proper performance of CONSULTANT's services.
- B. In the event any claim or action is brought against CITY relating to CONSULTANT's performance in connection with this Agreement, CONSULTANT shall render any reasonable assistance that CITY may require.

17. RECORDS AND INSPECTIONS

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

18. TERMINATION OF AGREEMENT

- A. CITY shall have the right to terminate this Agreement for any reason or for no reason on five (5) calendar days' written notice to CONSULTANT. CONSULTANT shall have the right to terminate this Agreement for any reason or no reason on ten (10) calendar days' written notice to CITY. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.
- B. In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement.

19. FORCE MAJEURE

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

20. NOTICES

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

If to CITY:

Attn: Public Works Director City of San Fernando 117 Macneil Street San Fernando, CA 91340 Telephone: (818) 898-1222 Facsimile: (818) 361-6728

With a courtesy copy to:

Rick R. Olivarez, City Attorney 1100 S. Flower Street, Suite 200 Los Angeles, CA 90015 Telephone: (213) 744-0099 Facsimile: (213) 744-0093

If to CONSULTANT:

Attn: Laith Ezzet Senior Vice President HF&H Consultants, LLC 19200 Von Karman Ave, Suite 360

Telephone: (949) 251-8628 Facsimile: (949) 251-9741

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

22. PROHIBITION AGAINST ASSIGNMENT

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

23. ATTORNEY'S FEES

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

24. ENTIRE AGREEMENT

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

25. GOVERNING LAW; JURISDICTION

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

26. SEVERABILITY

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

27. CAPTIONS

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

28. EXECUTION

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

| CITY OF SAN FERNANDO | HF&H Consultants, LLC | | |
|--------------------------------|-----------------------|--------------------------------------|--|
| Brian Saeki City Manager | _ By: | Laith Ezzet Senior Vice President | |
| ATTEST: | | | |
| Elena G. Chávez City Clerk | | | |
| APPROVED AS TO FORM: | | | |
| Rick R. Olivarez City Attorney | | | |

EXHIBIT "A"

CITY OF SAN FERNANDO PUBLIC WORKS DEPARTMENT

ON-GOING PERFORMANCE REVIEW OF CITY'S SOLID WASTE COLLECTION SERVICES FRANCHISE

Scope of Services

Franchise Management

The Consultant shall be qualified and equipped to ensure solid waste and recycling programs and services outlined in the 2013 Collection Service Agreement are implemented successfully and that the City obtains the full value of the services for which it has contracted by:

- Facilitating periodic meetings with City staff and refuse hauler;
- Reviewing monthly and quarterly tonnage and franchise fee reports submitted by hauler and evaluate the reasonableness of submitted data based on observed industry averages for ratios such as "receipts per ton" to identify potential reporting inaccuracies; and
- Comparing disposal amounts reported by hauler to the City to the amount reported at the County landfills and identify and discrepancies and request clarification or reporting adjustment from hauler.

Establish Monitoring Guidelines

The Consultant shall be capable of establishing monitoring guidelines which track compliance to goals and objectives established within Collection Agreement. This includes but is not limited to:

- Analyzing agreement and developing a summary of contract terms and requirements;
- Preparing a calendar of contractor compliance requirements; and
- Developing database to monitor and track tonnage by material type and sector.

Monitor Programs for Compliance

The Collection Agreement obligates the hauler to implement all programs in the City's Source Reduction and Recycling Element (SRRE) and Household Hazardous Waste Element (HHWE). The programs are:

Commercial/Multi-family and Single Family Recycling
 It is mandatory that the hauler provide recycling services. The Collection Agreement also
 requires the 50% of hauler-collected waste from commercial, multi-family and single family
 customers be diverted from landfilling by December 31, 2014, and each calendar year
 thereafter.

2. Construction and Demolition

The California Green Building Code requires Waste reduction and Recycling Plans (WRRPs) to be prepared for building projects. Though the California Green Building Code requires 50% of waste generated by projects which fall within specified thresholds to be diverted from landfilling, the Collection Agreement requires hauler to divert 85% of construction and demolition debris collected by hauler.

3. Public Education and Outreach

The Collection Agreement requires hauler to provide commercial recycling services to all commercial and multi-family customers. Hauler also included public education plan for schools within agreement.

For the Commercial/Multi-family and Single Family Recycling the Consultant shall:

- Monitor both the commercial/multi-family and single family recycling programs throughout the year, including review of monthly tonnage and customer count reports submitted by hauler;
- Facilitate periodic meetings with City staff and refuse hauler;
- Monitor overall diversion for compliance with 50% diversion requirement; and
- Review educational materials developed by hauler for multi-family complexes, businesses and single family residences.

For the Construction and Demolition Program the Consultant shall:

• Review the WRRP tonnage estimates for reasonableness and diversion compliance.

For Public Education and Outreach the Consultant shall:

- Review public education and outreach materials prepared by hauler regarding commercial and multi-family recycling;
- Gather commercial and multi-family refuse and recycling account service level data from hauler to determine program participation; and
- Review program participation levels and hauler outreach on a monthly basis and discuss findings during periodic meetings with CDS and City Staff.

Public Education and Outreach for (schools located in City) the Consultant shall:

- Develop an implementation schedule and calendar for all items included in the Public Education Plan as it pertains to San Fernando schools, including distribution of recycling receptacles, assemblies, and curriculum development and distribution;
- Review curriculum to distributed to schools; and
- Monitor the implementation schedule and calendar at periodic meetings with hauler and City staff.

Proposal to Provide On-Going Performance Review Services

SECTION 7: FEE ESTIMATE AND PROJECT TEAM HOURLY RATES

Fee Estimate

We propose to perform Tasks 1 through 3 based on time and materials, for a base not-to-exceed amount of \$35,000 per year, with a contingency of \$15,000 to cover additional City requests which may include a review of Republic's rate increase request, a franchise fee or tonnage audit, or other requests. We are also available to perform Optional Task C, the Billing Audit and Performance Review, for which the City will be reimbursed for the costs by Republic as outlined in Article 20 of the Agreement.

Primary Project Team Hourly Rates (increased annually by the change in the Consumer Price Index)

| Laith Ezzet, Senior Vice President | \$259 |
|--|-------|
| Debbie Morris, Project Manager | \$205 |
| Darrell Bice, Director of Recycling & Solid Waste Audit Services | \$219 |
| Lisa Keating, Contract Specialist | \$215 |
| April Hilario, Project Analyst | \$139 |
| Amy Lechner, Project Assistant | \$95 |

Standard charges for common direct expenses are as follows:

| Mileage | | Prevailing IRS mileage rate |
|-----------------------------|-----|-----------------------------------|
| Document Reproduction | | 15 cents per page (black & white) |
| | | 75 cents per page (color) |
| Facsimile | | No charge |
| Telephone | | No charge |
| Public Conveyances | | Actual |
| Postage | | Actual |
| Overnight Mail and Couriers | i i | Actual |

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager

By: Marlene Miyoshi, Interim Public Works Director

Kenneth Jones, Administrative Analyst

DATE: September 2, 2014

SUBJECT: Consideration to Adopt Resolution No. 7627 Adjusting the City's Fee Schedule

for Industrial Waste Permit Related Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7627 adjusting City's fee schedule for industrial waste related services (Attachment "A"); and
- b. Authorize staff to implement new fee schedule.

BACKGROUND:

- 1. The City operates its own gravity wastewater collection system under the jurisdiction of the Los Angeles Regional Water Quality Control Board, the State Water Resources Control Board, and the U.S. Environmental Protection Agency.
- 2. The City is a member of the Sanitation Districts of Los Angeles County, a public agency created under State law to manage wastewater and solid waste on a regional scale. This agency established an industrial source control program with the following objectives: (1) to enhance the Sanitation Districts treatment plants' ability to comply with effluent discharge requirements; (2) to protect the public, the environment, Sanitation Districts' personnel, and Sanitation Districts' facilities from potentially harmful industrial wastes; and (3) to ensure that industrial users pay their fair share of treatment operations and maintenance costs.
- 3. In 1972, the Sanitation Districts adopted the Wastewater Ordinance which provided the legal authority to enforce the Sanitation Districts' local requirements as well as state and federal regulations.

Consideration to Adopt Resolution No. 7627 Adjusting the City's Fee Schedule for Industrial Waste Permit Related Services
Page 2

- 4. On August 27, 1985, the City entered into an agreement with Los Angeles County (County) for County services related to the enforcement of industrial waste discharge into the City's sewer system.
- 5. In 1987, the County adopted Title 20-Utilities, Division 2-Sanitary Sewers and Industrial Waste into their County Code to regulate industrial waste discharge into local sewer systems by any business which generates, handles, or disposes industrial waste.
- 6. On June 21, 1993, the City adopted Title 20, Division 2 of the Los Angeles County Code entitled "Sanitary Sewers and Industrial Waste" to establish a program to regulate industrial discharges into the local sewer system.
- 7. On July 21, 2014, the City Council adopted Ordinance No. 1633 that amended the Municipal Code, Utilities Chapter to allow by resolution periodic increases of City industrial waste permit fees to correspond to current County fees plus an additional 10% for related City services.

ANALYSIS:

The City does not have the staff resources to ensure compliance with the Sanitation Districts' industrial source control program. As such the City has used the County services since 1985 to provide the oversight and review on behalf of the City. The County issues industrial waste permits, conducts plan reviews, and inspection activities for the City, and charges individual contractors and businesses for services based on the City's fee structure for such services provided. The County remits those fees collected to the City and will then invoice the City for services rendered pursuant to their fee schedule.

The County contracts with 37 cities for inspection and plan review: five cities match the current County fees; 11 cities (including San Fernando) charge fees based on the 1989 fee schedule and six cities have fees higher than the County (County fees plus 20%); the rates of the remaining 15 cities were not readily available. Those with higher fees do so to provide funds to cover not only the cost of County services but City staff related services as well.

Over a 25 year period, the City has not adjusted its fees to counter increases the County has made to the fees they charge for industrial waste related services. To date, the City's industrial waste related fees are based on a 1989 fee schedule. As a result, during Fiscal Year (FY) 2013-14 the City subsidized approximately \$55,000 of total cost of services provided by the County.

Ordinance No, 1633 adopted by City Council on July 21, 2014 allows, by resolution, periodic increases of City industrial waste permit fees to correspond to current fees charged by the County plus an additional 10% for related City services. Adjusting the fee schedule will allow the City to better reflect the cost of County services and transfer the full cost of industrial waste related services to the beneficiaries of it.

Consideration to Adopt Resolution No. 7627 Adjusting the City's Fee Schedule for Industrial Waste Permit Related Services
Page 3

BUDGET IMPACT:

Based on Fiscal Year 2013-2014 estimated expenditures for this service, there will be a savings of approximately \$55,000 for Sewer Maintenance: Activities and Programs (072-360-0000-4430) in future fiscal years.

CONCLUSION:

The City is currently subsidizing the cost of County charges from the Sewer Enterprise Fund. Increasing the industrial waste related fees will allow the City to transfer the full cost of services to the group receiving them and relieve the City of having to subsidize the program.

City staff recommends that the City Council adopt Resolution No. 7627 Adjusting City's Fee Schedule for Industrial Waste Related Services to correspond to current fees charged by the County and add an additional 10% for related City services.

ATTACHMENT:

A. Resolution No. 7627

ATTACHMENT "A"

RESOLUTION NO. 7627

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AUTHORIZING THE ADJUSTMENT OF CITY'S FEE SCHEDULE FOR INDUSTRIAL WASTE PERMIT RELATED SERVICES

WHEREAS, the City Council adopted Ordinance No. 1633 Amending Division 3 of Article II of Chapter 94 of the San Fernando Code of Ordinances Relating to Industrial Waste Permit Fees; and

WHEREAS, Ordinance No. 1633 allows for, by resolution, periodic increases to City's industrial waste permit fees to match the current fees charged by the County and include an additional 10% for related City services; and

WHEREAS, the cost of rendering industrial waste related services should be borne by that limited group who are beneficiaries rather than the citizens of San Fernando at large; and

WHEREAS, the City desires to charge appropriate fees which reflect actual costs associated with service to recover the full cost of said services.

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

- **Section 1:** That the above recitals are all true and correct.
- **Section 2:** As provided under Division 3 (Industrial Waste) of Article II (Sewer's and Sewage Disposal) of Chapter 94 (Utilities) of the San Fernando Municipal Code which incorporates, subject to modification by the City, Chapter 20.36 (Industrial Waste) of the Los Angeles County Code of Ordinances, the City Council hereby adopts the schedule of industrial waste related regulatory permit and inspection fees which are attached hereto as Exhibit "A" to this Resolution. The foregoing notwithstanding, the subject fees shall not take effect sooner than the effective date of Ordinance No. 1633 approved by the City Council at its meeting of July 21, 2014.
- **Section 3:** Based on the testimony of City staff at the City Council's meeting of September 2, 2014, the staff report presented at the same proceeding and such other materials and reports as may have been presented by City staff, the City Council finds that the subject regulatory fees have been set at levels that represent the reasonable estimated cost to the City of associated with the administration and enforcement of the waste discharge program implemented by the City in coordination with the County of Los Angeles.
- **Section 4:** The City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation and final approval of the Report.

| PASSED, APPROVED, AND AD | OPTED this 2 nd day of September, 2014. |
|--|---|
| | Sylvia Ballin, Mayor |
| ATTEST: | |
| Elena G. Chávez, City Clerk | |
| STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO |)) ss) |
| I HEREBY CERTIFY that of the City Council held on the 2 nd of | at the foregoing Resolution was adopted at a regular meeting day of September, 2014 by the following vote to wit: |
| AYES: | |
| NOES: | |
| ABSENT: | |
| Elena G. Chávez, City Clerk | |

EXHIBIT "A"

Industrial Waste Control Program Permit Application/ Plan Review/Inspection/Permit Fees

| | | Ī | San Fernando | LA County | Proposed |
|---|------------|----------|--------------------|--------------------|--------------------|
| | | | Rates | Rates | San Fernando |
| Fee | Туре | Class | 1989-2014 | 2013-2014 | Rates |
| Waste Insp. | l12 | Α | \$179 | \$301 | \$331 |
| | 106 | В | \$352 | \$593 | \$652 |
| | 104 | С | \$526 | \$891 | \$980 |
| | 103 | D | \$701 | \$1,183 | \$1,301 |
| | 102 101 | E M | \$1,050 \$2,092 | \$1,390 \$2,941 | \$1,529 \$3,235 |
| Rainwater Divr. Syst. | D | X | \$2,032 | \$252 | \$277 |
| Permit App. | | ^ | Ψ207 | 7232 | Ψ2.,, |
| New | A01-06 | Sewer | \$341 | \$459 | \$505 |
| | A07-12 | Onsite | \$528 | \$560 | \$616 |
| | A13-18 | Off-site | \$500 | \$614 | \$675 |
| Revision | M01-06 | Sewer | \$222 | \$307 | \$338 |
| | M01-12 | Onsite | \$319 | \$459 | \$505 |
| | M13-18 | Off-site | \$303 | \$408 | \$449 |
| Plan Rev. New | | | | | |
| Sewer | P01 | 1 | \$507 | \$767 | \$844 |
| | P02 | 2 | \$639 | \$973 | \$1,070 |
| | P03 | 3 | \$801 | \$1,176 | \$1,294 |
| | P04 | 4 | \$881 | \$1,380 | \$1,518 |
| | P05 | 5 | \$1,290 | \$1,587 | \$1,746 |
| | P06 | 6 | \$1,654 | \$1,791 | \$1,970 |
| Onsite | P07 | 1 | \$693 | \$869 | \$956 |
| | P08 | 2 | \$864 | \$1,073 | \$1,180 |
| | P09 | 3 | \$1,104 | \$1,277 | \$1,405 |
| | P10 | 4 | \$1,222 | \$1,485 | \$1,633 |
| | P11 | 5 | \$1,800 | \$1,894 | \$2,083 |
| | P12 | 6 | \$2,320 | \$2,200 | \$2,420 |
| Offsite | P13 | 1 | \$558 | \$817 | \$899 |
| | P14 | 2 | \$687 | \$1,024 | \$1,126 |
| | P15 | 3 | \$864 | \$1,228 | \$1,351 |
| | P16 | 4 | \$953 | \$1,431 | \$1,574 |
| | P17 P18 | 5 6 | \$1,410 \$1,809 | \$1,635 \$1,842 | \$1,798 \$2,026 |
| Plan Rev. Revision | 7 10 | 0 | 71,005 | 71,042 | 72,020 |
| Sewer | R01 | 1 | \$401 | \$560 | \$616 |
| | R02 | 2 | \$492 | \$767 | \$844 |
| | R03 | 3 | \$618 | \$973 | \$1,070 |
| | R04 | 4 | \$687 | \$1,176 | \$1,294 |
| | R05 | 5 | \$994 | \$1,380 | \$1,518 |
| | R06 | 6 | \$1,273 | \$1,587 | \$1,746 |
| Onsite | R07 | 1 | \$536 | \$664 | \$730 |
| | R08 | 2 | \$664 | \$869 | \$956 |
| | R09 | 3 | \$845 | \$1,073 | \$1,180 |
| | R10 | 4 | \$939 | \$1,277 | \$1,405 |
| | R11 | 5 | \$1,390 | \$1,485 | \$1,633 |
| | R12 | 6 | \$1,789 | \$1,894 | \$2,083 |
| Offsite | R13 | 1 | \$401 | \$614 | \$675 |
| | R14 | 2 | \$492 | \$817 | \$899 |
| | R15 | 3 | \$618 | \$1,024 | \$1,126 |
| | R16 R17 | 4 5 | \$687 \$994 | \$1,228 \$1,431 | \$1,351 \$1,574 |
| | R18 | 6 | \$1,273 | \$1,431 | \$1,798 |
| Closure Inspection | C01-C18 | ALL | \$179 | \$478 | \$526 |
| Site Remedial & Cleanu | | osit | \$95 | \$425 | \$467 |
| Site Remediation/Per h | | | \$95 | \$107 | \$118 |
| Off-Hrs Inspection/ Per | | | \$153 | \$234 | \$257 |
| Inspection- No Fee Indi | | | \$267 | \$301 | \$331 |
| Additional Plan Review Wastewater Sampling | / Per Hr | | \$95 \$267 | \$107 \$301 | \$118 \$331 |
| vvastewater Sampling | | | \$267 | \$301 | \$331 |

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ORDINANCE NO. U-1635

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING SECTION 2-810 (COOPERATIVE AGREEMENTS) OF SUBDIVISION II OF DIVISION 6 OF ARTICLE VI OF CHAPTER 2 OF THE SAN FERNANDO MUNICIPAL CODE AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937

WHEREAS, Government Code section 54202 provides in relevant part that "[e]very local agency shall adopt policies and procedures, bidding regulations, governing purchases of supplies and equipment by the local agency" and that [p]urchases of supplies and equipment by the local agency shall be in accordance with said duly adopted policies and in accordance with all provisions of law governing [the] same."; and

WHEREAS, Government Code section 54205 further provides that "[a]ny local agency may request [that] the [California] Department of General Services ... make purchases of materials, equipment, or supplies on its behalf in accordance with Section 10298 of the Public Contract Code; and

WHEREAS, Public Contract Code section 10298 provides in relevant part that "the [State of California] may consolidate the needs of multiple state agencies for goods, information technology, and services, and pursuant to the procedures established [elsewhere under the Public Contract Code], establish contracts, master agreements, multiple award schedules, cooperative agreements, including agreement with entities outside the state and other types of agreements that leverage the state's buying power, for acquisitions authorized under [the Public Contract Code]; and

WHEREAS, Public Contract Code section 10298 further provides that the State and local agencies may contract with suppliers awarded the types of contracts referenced in the prior recital without further competitive bidding; and

WHEREAS, independent of the statutes referenced above, many municipalities throughout the State of California have adopted ordinance provisions which allow for piggyback purchases with other cities or public agencies, provided the contract for supplies or equipment between the other city or public agency was awarded in compliance with a competitive procurement procedures that meet or exceed those of the City.

WHEREAS, the City of San Fernando ("City") wishes to fully avail itself of all laws that will allow it to participate in so-called cooperative purchases, piggyback purchases and other intergovernmental purchases.

WHEREAS, pursuant to sections 36934 and 36937 of the California Government Code, the City may adopt an urgency ordinance if it is for the immediate preservation of the public peace, health, and safety.

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

SECTION 1. The facts set forth in the recitals above are true and correct and are incorporated herein by reference.

SECTION 2. Section 2-796 (Appointment of purchasing agent) of Subdivision II (Supplies Services and Equipment) of Division 6 (Purchasing) of Article VI (Finance) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended in its entirety to state the following:

2-796 Appointment of purchasing agent

The City Manager is appointed as the purchasing agent for purposes of this subdivision and as the purchasing agent is referenced elsewhere under the San Fernando Municipal Code. The foregoing notwithstanding, the City Manager may administratively designate such personnel as necessary to carry out the functions, duties and responsibilities of the purchasing agent as set forth in this subdivision and elsewhere under the San Fernando Municipal Code.

EDITOR'S NOTE: The title "City Manager" as referenced under this section above was previously referred to as the "city administrative officer". At its Regular Meeting of July 15, 2013 the City Council adopted Ordinance No. 1627 which reflects the City's transition from a City Administrator-City Council form of government to a City Manager form of government. The reference to "City Manager" in place of "city administrative officer" in this section is intended to reflect this change in the City's organizational structure. Accordingly, references to the "city administrative officer" that appear elsewhere in this subdivision shall be references to the "City Manager".

SECTION 3. Section 2-810 (Cooperative Agreements) of Subdivision II (Supplies Services and Equipment) of Division 6 (Purchasing) of Article VI (Finance) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended in its entirety to state the following:

2-810 Interagency Purchase Agreements.

A. Cooperative Procurement. Notwithstanding any other provision of this subdivision, the purchasing agent may authorize the City's participation with one or more other governmental, public or quasi-public agencies in a cooperative agreement for the purchase of supplies, materials, equipment and other tangible goods, provided that at least one of the agencies has solicited bids using methods similar to those set forth in

this subdivision.

- B. Use of Another Entity's Contract. The purchasing agent may authorize the purchase of supplies, materials, equipment and other tangible goods through the use of a contract initiated by another governmental, public or quasi-public entity, provided (i) the original parties to the contract agree, the contract was duly awarded and executed; (ii) the supplies, materials, equipment and/or tangible goods that the City will receive under the purchase are identical to those provided for under the contract, except that up to 10 percent variation is allowed for customizing to City's needs or for desirable options; and (iii) the contract resulted from a competitive bid using methods similar to those required by this subdivision.
- C. All purchases proposed under this subsection shall be subject to City Council approval.

EDITOR'S NOTE: The wording set forth under this Section 2-810 above replaces wording that appears in the City's Municipal Code prior to the City Council's Regular meeting of August 18, 2014 in which the resolution adopting the current wording was approved by Urgency Ordinance No. 1635. The intent of this amendment is to afford the City of San Fernando the ability to take advantage of and benefit from procurement arrangements commonly referred to as cooperative purchases, intergovernmental purchasers or piggyback purchasers, to the maximum extent permitted by applicable State or federal law.

SECTION 4. Severability. Should any section, subsection, clause or provision of this Ordinance, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Urgency Ordinance. This Urgency Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 5. Urgency Finding. The San Fernando City Council finds and determine that adoption of this ordinance is for the immediate preservation of the public peace, health, and safety and those terms are defined in California Government Code section 36937(b) and that unless this ordinance is adopted as an Urgency Ordinance which will take place immediately, pursuant to the provisions of Government Code section 36937, the City will suffer an ongoing disadvantage in its ability to fully avail itself of cooperative purchases and piggyback purchases with other public agencies thereby saving taxpayer dollars in the process. The existing code language is unnecessarily restrictive and is currently preventing the City from engaging in cooperative purchases/piggyback purchases for equipment and materials that may soon become unavailable to the City.

SECTION 6. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of San Fernando by Government Code sections 36934 and 36937 and shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council.

SECTION 7. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This ordinance shall take effect immediately upon its adoption by the City Council.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 18th of August, 2014.

| ATTEST: | | Sylvia Ballin, Mayor | |
|--|------------------------|----------------------|--|
| Elena G. Chávez, City Clerk | | | |
| APPROVED AS TO FORM: | | | |
| Rick R. Olivarez, City Attorney | | | |
| STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO |)) SS:) | | |

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Ordinance No. U-1635 was introduced as an Urgency Ordinance by four-fifths vote of the City Council at the regular meeting of the City Council held on 18th day of August and was passed and adopted by the following votes to wit:

AYES: Ballin, Gonzales, Lopez, Fajardo, Avila – 5

NOES: None

ABSTAIN: None

ABSENT: None

| Elena G. Chávez, City Clerk |
|---|
| In an abundance of caution, the City Council conducted a precautionary second reading of this Urgency Ordinance at its Regular Meeting held onday of, 201 and again passed and adopted the Urgency Ordinance for second reading by the following vote to wit: |
| AYES: |
| NOES: ABSTAIN: |
| ABSENT: |
| Elena G. Chávez, City Clerk |

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Sylvia Ballin and Councilmembers

FROM: Brian Saeki, City Manager

By: Nick Kimball, Finance Director

DATE: September 2, 2014

SUBJECT: Presentation of Fiscal Year 2014-2015 Adopted Budget Book

RECOMMENDATION:

It is recommended that the City Council receive and file this report.

BACKGROUND:

- 1. On May 23, 2014, the Fiscal Year 2014-2015 Proposed Budget was presented to the City Council for consideration.
- 2. On May 27, 2014, a Budget Study Session was held to provide input and direction to staff regarding budget priorities for the upcoming fiscal year.
- 3. On June 16, 2014, City Council conducted a Public Hearing and adopted Resolution No. 7618, approving the Fiscal Year 2014-2015 Budget.

ANALYSIS:

Based on direction given by City Council throughout the budget process, staff has produced the Fiscal Year 2014-2015 Adopted Budget book (Adopted Budget – Attachment "A"). In addition to the budget figures approved on June 16, 2014, the Adopted Budget includes forward-looking policy statements, analysis of major revenues and expenditures, economic and demographic information, and illustrative charts and graphs. This additional information is included to provide greater transparency and accessibility to the citizens of San Fernando.

In accordance with City Council's continued efforts to increase accountability for, and transparency of, financial information, staff will be submitting the Adopted Budget to the Government Finance Officers Association (GFOA) Budget Awards Program for consideration. GFOA is the premier organization of government finance professionals and represents nearly

Presentation of Fiscal Year 2014-2015 Adopted Budget Book Page 2

18,000 members in the United States and Canada. GFOA established the Distinguished Budget Presentation Awards Program (Budget Awards Program) in 1984 to encourage and assist State and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and GFOA's best practices on budgeting.

Documents submitted to the Budget Awards Program are reviewed by select members of the GFOA professional staff and by outside reviewers with experience in public-sector budgeting. The Budget Awards Program is a very prestigious program that reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting.

Staff has prepared the Adopted Budget in accordance with the comprehensive set of criteria required for GFOA Budget Awards Program submission.

The Adopted Budget will be available on the City's website on September 3, 2014.

ATTACHMENT:

A. Fiscal Year 2014-2015 Adopted Budget Book (to be provided under separate cover at the City Council Meeting)