



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA

DECEMBER 4, 2017 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin
Vice Mayor Antonio Lopez
Councilmember Jaime Soto
Councilmember Joel Fajardo
Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Led by Finance Director Nick Kimball

APPROVAL OF AGENDA

PRESENTATIONS

- a) CERTIFICATE OF RECOGNITION – EDUCATION COMMISSIONER DANITZA PANTOJA
Councilmember Joel Fajardo

DECORUM AND ORDER

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

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PUBLIC STATEMENTS – 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.

CITY COUNCIL - LIAISON UPDATES**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 THE MINUTES OF:

- a) **NOVEMBER 6, 2017 – SPECIAL MEETING**
- b) **NOVEMBER 20, 2017 – SPECIAL MEETING**

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 17-121 approving the Warrant Register.

3) CONSIDERATION TO APPROVE CALENDAR YEAR 2018 BUSINESS PERMITS FOR CERTAIN BUSINESS ACTIVITIES AS REQUIRED BY THE CITY CODE

Recommend that the City Council approve the Business Permits for Calendar Year 2018 for businesses engaged in certain business activities, as required by Article III of Chapter 22 of the City Code.

4) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE INVESTMENT POLICY FOR FISCAL YEAR 2017-2018

Recommend that the City Council adopt Resolution No. 7832 approving the amended Investment Policy for Fiscal Year (FY) 2017-2018.

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5) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING NEW JOB SPECIFICATIONS FOR THE DIRECTOR OF PUBLIC WORKS AND PAYROLL TECHNICIAN CLASSIFICATIONS

Recommend that the City Council:

- a. Adopt Resolution No. 7829 approving new job specifications for the Director of Public Works and Payroll Technician job classifications;
- b. Adopt Resolution No. 7830 amending the FY 2017-2018 Salary Plan to reflect the correct job titles and pay;
- c. Adopt Resolution No. 7831 amending the FY 2017-2018 Table of Organization to reflect the correct job titles; and
- d. Authorize the City Manager to make non-substantive edits and execute all related documents as necessary.

6) CONSIDERATION TO ADOPT RESOLUTIONS TO ACCEPT AND APPROPRIATE GRANT FUNDS AWARDED BY THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR SAN FERNANDO CITYWIDE SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENTS PROJECT

Recommend that the City Council:

- a. Adopt Resolution No. 7827 accepting funds in the amount of \$775,376 awarded to the City by the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project- Project ID# F9313;
- b. Authorize the City Manager to execute a Grant Agreement with the LACMTA (Contract No. 1874) and if necessary, make non-substantial changes to agreement language;
- c. Adopt Resolution No. 7828 amending the FY 2017-2018 adopted Capital Improvement budget appropriating the grant expenditures and revenues for the San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project; and
- d. Authorize the City Manager to execute the Project Readiness Certification.

7) CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE MASTER AGREEMENT WITH JWA URBAN CONSULTANTS, INC. TO PROVIDE COMMUNITY DEVELOPMENT PROJECT MANAGEMENT SERVICES

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Recommend that the City Council:

- a. Approve a Second Amendment to the Master Agreement (Contract No. 1866(b)), with JWA Urban Consultants, Inc. to increase total compensation to an amount not-to-exceed \$125,000; and
- b. Authorize the City Manager to make non-substantive edits and execute all related documents.

PUBLIC HEARING

8) CONSIDERATION TO ADOPT RESOLUTIONS CERTIFYING ENVIRONMENTAL IMPACT REPORT SCH NO. 2015121088 AND APPROVING THE AMENDMENTS TO THE CITY'S GENERAL PLAN TEXT AND MAP, AND CONSIDERATION TO ADOPT AN ORDINANCE APPROVING THE SAN FERNANDO CORRIDORS SPECIFIC PLAN SP-5 AND RELATED AMENDMENTS TO THE CITY'S ZONING ORDINANCE TEXT AND MAP

Recommend that the City Council:

- a. Re-open the Public Hearing and receive a brief recap of the proceedings from City staff;
- b. Pose questions to City staff;
- c. Receive public testimony;
- d. Pose further questions to City staff, including questions based on testimony by members of the public;
- e. Close the Public Hearing and commence deliberations on the proposed Corridors Specific Plan SP-5 and related EIR and General Plan and Zoning Ordinance text changes and maps;
- f. Adopt Resolution No. 7826:
 - i. Certifying the Final Environmental Impact Report SCH No. 2015121088, pursuant to the California Environmental Quality Act, finding that the proposed San Fernando Corridors Specific Plan SP-5 and related amendments to the City's General Plan and Zoning Ordinance text and maps will not have an effect on the environment that cannot be mitigated to less-than-significant impact levels, and such finding shall be contingent upon the final adoption of the amendments to the

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General Plan text and map, and final adoption of the San Fernando Corridors Specific Plan SP-5 and amendments to the Zoning Ordinance text and map; and

- ii. Approving the amendments to the City's General Plan text and map, contingent upon the final adoption of the San Fernando Corridors Specific Plan SP-5 and amendments to the Zoning Ordinance text and map; and
- g. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1671, "An Ordinance of the City Council of the City of San Fernando, California, Approving the San Fernando Corridors Specific Plan SP-5 and Repealing in its Entirety the Former Corridors Specific Plan SP-4 and Amending the Zoning Ordinance Text and Zoning Map".

ADMINISTRATIVE REPORTS**9) CONSIDERATION TO ESTABLISH A TRANSACTION TAX EXTENSION (MEASURE "A") AD HOC COMMITTEE**

Recommend that the City Council appoint two members to the Transaction Tax (Measure "A") Extension Ad Hoc Committee.

10) GENERAL DISCUSSION OF DEVELOPMENT ISSUES INCLUDING, BUT NOT LIMITED TO, PROJECT LABOR AGREEMENTS, DOWN PAYMENT ASSISTANCE PROGRAMS, AND OTHER TOPICS OF COMMUNITY CONCERN OR INTEREST

This item is placed on the agenda by Councilmember Joel Fajardo.

11) CONSIDERATION TO ADOPT AN ORDINANCE REGARDING THE REGULATION OF BEHESTED PAYMENTS

This item is placed on the agenda by Councilmember Joel Fajardo.

12) CONSIDERATION TO APPOINT AN EDUCATION COMMISSIONER

This item is placed on the agenda by Councilmember Joel Fajardo.

DEPARTMENT HEADS - COMMISSION UPDATES**GENERAL COUNCIL COMMENTS**

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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, CMC

City Clerk

Signed and Posted: November 29, 2017 (4:00 p.m.)

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

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 6, 2017 – 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 5:02 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez (arrived at 5:15 p.m.)
and Councilmembers Joel Fajardo and Robert C. Gonzales

Councilmember Jaime Soto was unable to attend at 5:00 p.m. but was
present when the meeting reconvened at 7:23 p.m.

Staff: City Manager Alexander P. Meyerhoff, City Attorney Rick Olivarez,
Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

APPROVAL OF AGENDA

Motion by Councilmember Gonzales, seconded by Councilmember Fajardo, to approve the
agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:03 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by City
Attorney Olivarez:

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

Designated City Negotiators:

City Manager Alexander P. Meyerhoff
Finance Director Nick Kimball

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SPECIAL MEETING MINUTES – November 6, 2017**

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Personnel Manager Michael Okafor

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

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

All Unrepresented Employees

B) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

G.C. §54957

**C) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS FACTS AND
CIRCUMSTANCES UNKNOWN TO POTENTIAL PLAINTIFFS WHICH MAY CREATE
EXPOSURE TO LITIGATION**

G.C. §54957.9(d)(2) AND §54957.9(e)(1)

One (1) Matter

RECESS (5:59 P.M.)

Recess was called at this time in order to continue with the regular meetings of the Successor Agency and the City Council.

RECONVENE/RECESS (7:23 P.M.)

RECONVENE/REPORT OUT FROM CLOSED SESSION (8:28 P.M.)

City Attorney Olivarez reported the following:

Items A, B and C – The City Council received a briefing from the City Attorney's office and staff. Direction was given to staff by the City Council on these matters; but no final action was taken.

Councilman Fajardo did not participate in the discussion/deliberation concerning Item C.

ADJOURNMENT (8:28 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 November 6, 2017, meeting as approved by the San Fernando City Council.

*Elena G. Chávez, CMC
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 20, 2017 – 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 5:01 p.m.

Present:

Council: Mayor Sylvia Ballin, and Councilmembers Joel Fajardo, Jaime Soto and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla, and City Clerk Elena G. Chávez

Absent: Vice Mayor Antonio Lopez

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (5:02 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Assistant City Attorney Padilla:

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

Designated City Negotiators:
City Manager Alexander P. Meyerhoff
Finance Director Nick Kimball

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SPECIAL MEETING MINUTES – November 20, 2017**

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Personnel Manager Michael Okafor

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

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

All Unrepresented Employees

B) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS FACTS AND CIRCUMSTANCES UNKNOWN TO POTENTIAL PLAINTIFFS WHICH MAY CREATE EXPOSURE TO LITIGATION

G.C. §54957.9(d)(2) AND §54957.9(e)(1)

One (1) Matter

C) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS EXISTING LITIGATION – WORKER'S MOUNTAIN VALLEY ASSEMBLY LLC v. CITY OF SAN FERNANDO

G.C. §54956.9(d)(1)

LASC Case No. BC682254

D) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS FACTS AND CIRCUMSTANCES UNKNOWN TO POTENTIAL PLAINTIFFS WHICH MAY CREATE EXPOSURE TO LITIGATION

G.C. §54956.9(d)(2) AND §54956.9(e)(1)

One (1) Matter

E) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS THE DISPOSITION OF A CLAIM RECEIVED BY THE CITY

G.C. §54956.9(d)(2) AND §54956.9(e)(3)

One (1) Matter

RECONVENE/REPORT OUT FROM CLOSED SESSION (6:08 P.M.)

Assistant City Attorney Padilla reported the following:

Item A – A general update was provided by staff, feedback was given by the City Council, but no final action was taken.

Item B – This item was skipped (no discussion/deliberation).

Item C – General direction was given by the City Council to Legal Counsel but no final action was taken.

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SPECIAL MEETING MINUTES – November 20, 2017
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Items D and E – Updates were given by staff, direction was given by the City Council but no final action was taken.

ADJOURNMENT (6:08 P.M.)

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting. By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 20, 2017, meeting as approved by the San Fernando City Council.

*Elena G. Chávez, CMC
City Clerk*

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Director of Finance

Date: December 4, 2017

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 17-121 (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. Resolution No. 17-121

ATTACHMENT "A"**RESOLUTION NO. 17-121****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 17-121****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 4th day of December, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4th day of December, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page: 1	
11/28/2017	4:38:08PM	CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
208175	12/4/2017	892732 3 WINS FITNESS CLUB	102817		HEALTHY SAN FERNANDO CAMPAIGN 017-420-1337-4260	390.00	
					Total :	390.00	
208176	12/4/2017	890104 ABBA TERMITE & PEST CONTROL	33699		REMOVAL OF BEES IN WATER METER 070-383-0000-4260	95.00	
					Total :	95.00	
208177	12/4/2017	891587 ABLE MAILING INC.	27038	11607	NOV'17-WATER BILLS FULFILLMENT SI 072-360-0000-4300	92.98	
			27039	11607	070-382-0000-4300	92.99	
					OCT'17-WATER ENV STORAGE FEE 072-360-0000-4300	12.50	
					070-382-0000-4300	12.50	
					Total :	210.97	
208178	12/4/2017	888356 ADVANCED AUTO REPAIR	1175	11675	VEHICLE REPAIRS AND BODY WORK-F 041-320-0390-4400	886.00	
			1176	11675	VEHICLE REPAIRS AND BODY WORK-F 041-320-0222-4400	250.00	
					Total :	1,136.00	
208179	12/4/2017	891969 ADVANCED PURE WATER SOLUTIONS	36495711-1117		DRINKING WATER - NOV 2017 001-222-0000-4300	101.97	
			36495711-1217		DRINKING WATER - DEC 2017 001-222-0000-4300	102.20	
					Total :	204.17	
208180	12/4/2017	891950 ALMANZA, ROBERTO	110817		SENIOR CLUB REIMB OF ITEMS PURCI 004-2380	203.18	
					Total :	203.18	
208181	12/4/2017	892527 ALVARADO, JUAN E.	2000062.003		SENIOR DANCE REFUND 004-2380	25.00	
					Total :	25.00	
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11/28/2017	4:38:08PM	CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
208182	12/4/2017	100191 ANGELES SHOOTING RANGE	10104		SHOOTING RANGE TRAINING - 10/17/1 001-225-0000-4360	100.00	
					Total :	100.00	
208183	12/4/2017	100222 ARROYO BUILDING MATERIALS, INC	199619	11685	LOCAL HARDWARE PURCHASES 001-311-0000-4300	131.45	
			199641	11685	LOCAL HARDWARE PURCHASES 001-311-0000-4300	138.00	
					Total :	269.45	
208184	12/4/2017	102530 AT & T	818-270-2203		PD NETWORK LINE-OCT 2017 001-222-0000-4220	110.36	
					Total :	110.36	
208185	12/4/2017	889037 AT&T MOBILITY	287277903027X1108201		MODEM FOR ELECTRONIC MESSAGE 001-310-0000-4220	135.20	
					Total :	135.20	
208186	12/4/2017	889942 ATHENS SERVICES	4190426	11639	STREET SWEEPER SERVICES-NOV 20 001-343-0000-4260	2,299.59	
				11639	011-311-0000-4260	12,249.71	
					Total :	14,549.30	
208187	12/4/2017	891796 BATTERY SYSTEMS INC	4215548		MISC BATTERIES FOR SMALL EQUIPMI 041-1215	88.48	
					Total :	88.48	
208188	12/4/2017	888443 BAVCO	823124		MATL'S FOR CITY BACKFLOW REPAIRS 070-383-0000-4300	308.79	
					Total :	308.79	
208189	12/4/2017	891301 BERNARDEZ, RENATE Z.	431		INTERPRETATION SERVICES-TOD MEE 001-150-3673-4270	250.00	
			434		INTERPRETATION SERVICES-CC MEET 001-101-0000-4270	250.00	
					Total :	500.00	
208190	12/4/2017	892013 BERNSTEIN, DIANA	NOV 2017		ALL ABILITIES ART CLASS INSTRUCTO		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
208190	12/4/2017	892013 BERNSTEIN, DIANA	(Continued)		017-420-1343-4260	325.00
					Total :	325.00
208191	12/4/2017	890838 BLUE TARP CREDIT SERVICES	38938037	11686	VEHICLE MAINTENANCE AND REPAIR I 041-320-0000-4400	31.98
					Total :	31.98
208192	12/4/2017	892389 BRITE STAR LIGHTING	2434	11680	INSTALL, REMOVE AND STORE CHRIS 001-190-0000-4300	10,039.89
					Total :	10,039.89
208193	12/4/2017	892413 CABRERA, LIANA	2		EVENT PERFORMANCE ON 10/28/17 001-424-0000-4260	200.00
					Total :	200.00
208194	12/4/2017	887810 CALGROVE RENTALS, INC.	80419-1		COMPRESSOR HOSE GASKETS 001-311-0000-4300	12.10
					Total :	12.10
208195	12/4/2017	892464 CANON FINANCIAL SERVICES, INC	17987456	11620	CANON COPIERS LEASE PAYMENT-NC 001-135-0000-4260	649.93
					Total :	649.93
208196	12/4/2017	892425 CASTRO, ANGIE	102817		EVENT PHOTO BOOTH 001-424-0000-4260	125.00
					Total :	125.00
208197	12/4/2017	103816 CHAVEZ, ELENA	TRAVEL		PER DIEM-LEAGUE OF CA. 2017 CITY C 001-115-0000-4370	80.00
					Total :	80.00
208198	12/4/2017	888296 CHIEF SUPPLY CORPORATION	275022		UNIFORMS 001-222-0000-4300	62.48
					Total :	62.48
208199	12/4/2017	100713 CITY OF GLENDALE	GLN0000007501		WASTEMASTER COST SHARE AGREEM 070-381-0000-4270	3,770.31
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
208199	12/4/2017	100713 CITY OF GLENDALE	(Continued)			Total : 3,770.31
208200	12/4/2017	103029 CITY OF SAN FERNANDO	17625-17657		REIMB. TO WORKER'S COMP ACCT 006-1035	6,220.05
					Total :	6,220.05
208201	12/4/2017	100805 COOPER HARDWARE INC.	108075	11672	MISC SUPPLIES FOR PW OPERATIONS 001-341-0301-4300	82.37
			108181	11672	MISC SUPPLIES FOR PW OPERATIONS 001-341-0301-4300	79.75
					Total :	162.12
208202	12/4/2017	892687 CORE & MAIN LP	H953394	11681	WATER METERS & FIRE SERVICE MATI 070-383-0301-4300	389.12
			H990868	11681	WATER METERS & FIRE SERVICE MATI 070-383-0301-4300	2,162.12
			H991076	11681	WATER METERS & FIRE SERVICE MATI 070-383-0301-4300	1,192.77
			H991641	11681	WATER METERS & FIRE SERVICE MATI 070-383-0301-4300	160.42
			H998252	11681	WATER METERS & FIRE SERVICE MATI 070-383-0301-4300	1,435.06
					Total :	5,339.49
208203	12/4/2017	101666 DE LAGE LANDEN FINANCIAL SERVS	56780977	11587	NOV-LEASE PAYMENT VARIOUS COPIE 001-135-0000-4260	1,051.80
				11587	072-360-0000-4290	73.35
				11587	070-381-0000-4290	73.35
					Total :	1,198.50
208204	12/4/2017	887121 DELL MARKETING L.P.	10199599189	11656	RAM UPGRADE FOR ADMIN SGT COMF 001-222-0000-4300	37.79
					001-222-0000-4300	3.78
					Total :	41.57
208205	12/4/2017	887518 DURHAM, ALVIN	NOV 2017		COMMISSIONER'S STIPEND 001-150-0000-4111	50.00
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vchlist

11/28/2017

4:38:08PM

Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
208205	12/4/2017	887518 887518 DURHAM, ALVIN	(Continued)			Total : 50.00
208206	12/4/2017	101010 DUTHIE POWER SERVICES INC.	A45682	11699	GENERATOR MAINTENANCE AND REP. 070-384-0000-4400	691.00 Total : 691.00
208207	12/4/2017	890879 EUROFINs EATON ANALYTICAL, INC	L0352528		WATER ANALYSIS-F682376 070-384-0000-4260	152.00
			L0353288		WATER ANALYSIS-F694263 070-384-0000-4260	139.60
			L0353292		WATER ANALYSIS-F693739 070-384-0000-4260	139.60
			L0353772		WATER ANALYSIS-F695005 070-384-0000-4260	50.00
			L0353774		WATER ANALYSIS-F694678 070-384-0000-4260	139.60
			L0353785		WATER ANALYSIS-F694981 070-384-0000-4260	75.00
			L0354326		WATER ANALYSIS-F694979 070-384-0000-4260	175.00
			L0354327		WATER ANALYSIS-F694978 070-384-0000-4260	175.00
			L0354328		WATER ANALYSIS-F694983 070-384-0000-4260	75.00
			L0354334		WATER ANALYSIS-F695145 070-384-0000-4260	139.60 Total : 1,260.40
208208	12/4/2017	890897 EVAN BROOKS ASSOCIATES, INC	17011-11	11605	CONTRACT PLANNER SERVICES-OCT 001-150-0000-4270	10,670.00 Total : 10,670.00
208209	12/4/2017	891622 FARMER BROTHERS	67053740		BREAK ROOM SUPPLIES 001-222-0000-4300	279.26 Total : 279.26
208210	12/4/2017	101147 FEDEX	5-997-61004		COURIER SERVICE	

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208210	12/4/2017	101147 FEDEX	(Continued)		001-190-0000-4280	127.64
					Total :	127.64
208211	12/4/2017	889473 FERREL, MIRIAM	TRAVEL		PER DIEM-LEAGUE OF CA. 2017 CITY C	
					001-115-0000-4370	80.00
					Total :	80.00
208212	12/4/2017	892198 FRONTIER COMMUNICATIONS	209-151-4942-041191		CITY YARD AUTO DIALER	
					070-384-0000-4220	45.70
			209-188-4361-031792		RCS PHONE LINES	
					001-420-0000-4220	103.26
			818-361-2385-012309		MTA & CREDIT CARD PHONE LINES	
					007-440-0441-4220	102.44
					001-190-0000-4220	51.22
			818-361-2472-031415		PW PHONE LINE	
					070-384-0000-4220	319.09
			818-361-7825-120512		RUDY ORTEGA PARK IRRIG SYSTEM	
					001-420-0000-4220	51.22
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE LINE	
					001-222-0000-4220	52.23
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	315.75
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE	
					001-222-0000-4220	24.19
			818-898-7385-033105		LP FAX NUMBER	
					001-420-0000-4220	28.93
					Total :	1,094.03
208213	12/4/2017	892587 GARCIA SUAREZ, LENIN	111517		MUSIC-LP SENIOR CLUB NEW YEARS I	
					004-2380	1,000.00
					Total :	1,000.00
208214	12/4/2017	891664 GOLDEN TOUCH CLEANING, INC	64537	11608	OCT-JANITORIAL SERVICES CONTRAC	
					043-390-0000-4260	13,345.50
					Total :	13,345.50

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208215	12/4/2017	887164 GONZALEZ, ELENA	TRAVEL		PER DIEM-CPCA 2018 CONFERENCE C 001-222-0000-4360	75.00
					Total :	75.00
208216	12/4/2017	101376 GRAINGER, INC.	9594349780	11658	SUPPLIES FOR BLDG AND LANDSCAP 043-390-0000-4300	285.45
			9604845694	11658	SUPPLIES FOR BLDG AND LANDSCAP 043-390-0000-4300	90.81
			9605333971	11658	SUPPLIES FOR BLDG AND LANDSCAP 043-390-0000-4300	265.64
			9605333989		VISOR TRANSMITTER 001-222-0000-4300	16.11
					Total :	658.01
208217	12/4/2017	891053 HAUPT, THEALE E	NOV 2017		COMMISSIONER'S STIPEND 001-150-0000-4111	50.00
					Total :	50.00
208218	12/4/2017	888647 HDL SOFTWARE, LLC	0011397-IN	11634	SEPT-BUSINESS LICENSE ADMIN SER 001-130-0000-4260	3,057.12
			0011709-IN	11634	OCT-BUSINESS LICENSE ADMIN SERV 001-130-0000-4260	5,648.15
					Total :	8,705.27
208219	12/4/2017	101483 HERNANDEZ, ALICIA	2000063.003		SENIOR TRIP REFUND 004-2383	10.00
					Total :	10.00
208220	12/4/2017	101511 HINDERLITER DE LLAMAS & ASSOC.	0028197-IN		AUDIT SERVICES-TRANS TAX 2ND QR 001-130-0000-4270	328.51
			0028277-IN		CONTRACTUAL SERVICES-SALES TAX 001-130-0000-4270	8,058.42
					Total :	8,386.93
208221	12/4/2017	891570 INNOVATIVE TELECOM. SYSTEMS	2201		TELEPHONE EQUIPMENT MAINT-DEC 001-190-0000-4260	395.00
					Total :	395.00

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208222	12/4/2017	101647 INTERSTATE BATTERY	30074162		BATTERIES FOR FLEET 041-1215	258.71
			30074307		BATTERY-PK9826 041-320-0390-4400	140.33
			30074316		BATTERIES FOR FLEET 041-1215	280.66
					Total :	679.70
208223	12/4/2017	892682 IPS GROUP, INC.	28772	11665	3 MONTH PARKING METER PARKING P 001-222-0000-4260	268.95
					Total :	268.95
208224	12/4/2017	887952 J. Z. LAWMOWER SHOP	18921	11690	SMALL EQUIPMENT REPAIR 001-346-0000-4300	380.08
			18922	11690	SMALL EQUIPMENT REPAIR 043-390-0000-4300	125.61
			18924	11690	SMALL EQUIPMENT REPAIR 043-390-0000-4300	27.32
			18925	11690	SMALL EQUIPMENT REPAIR 043-390-0000-4300	20.28
					Total :	553.29
208225	12/4/2017	892614 JWA URBAN CONSULTANTS, INC	SF#2017-9	11598	PROFESSIONAL SERVICES COMMUNIT 001-150-0000-4270	15,125.00
					Total :	15,125.00
208226	12/4/2017	888498 KAREN WARNER & ASSOCIATES, INC	716	11653	PSA TO DRAFT THE ACESSORY DWELI 001-150-0000-4270	2,160.00
					Total :	2,160.00
208227	12/4/2017	101764 KEYSTONE UNIFORM DEPOT	700004060	11601 11601	BULLETPROOF VESTS 001-222-0000-4300 010-220-3604-4500	12,877.75 12,877.75
					Total :	25,755.50
208228	12/4/2017	887323 KINGSBURY UNIFORMS	62457-REV		UNIFORMS 001-222-0000-4300	135.90

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208248	12/4/2017	890095 O'REILLY AUTOMOTIVE STORES INC	(Continued)	11666	041-320-0000-4400	39.28
			4605-265477	11666	VEHICLE MAINTENANCE & REPAIRS	
					041-1215	40.46
					Total :	141.33
208249	12/4/2017	892733 OROZCO, RENE	3		EVENT PERFORMANCE ON 10/28/17	
					001-424-0000-4260	300.00
					Total :	300.00
208250	12/4/2017	892686 PACIFIC DOOR INDUSTRIES	10703	11667	NEW MOTORIZED ROLL-UP W/PASS DOOR	
					070-384-0000-4330	6,850.00
					Total :	6,850.00
208251	12/4/2017	891317 PCI	19214	11631	8TH&MACLAY; REMOVE & INSTALL STAFF	
					010-311-0823-4600	22,709.02
					Total :	22,709.02
208252	12/4/2017	889545 PEREZ, MARIBEL	REIMB.		MILEAGE REIMB-CPRS REGION 4 MINI	
					001-420-0000-4390	78.97
					Total :	78.97
208253	12/4/2017	891573 PERFORMANCE TRUCK & TRAILER	IN74983	11610	K9 & PATROL VEHICLES	
					020-225-0000-4500	14,812.43
					Total :	14,812.43
208254	12/4/2017	102623 PIONEER FIRE PROTECTION, INC.	345686		RE-CERTIFY FIRE EXTINGUISHER-PD0	
					041-320-0225-4400	197.00
					Total :	197.00
208255	12/4/2017	887366 PIONEER MANUFACTURING COMPANY	INV652136		PUMP FOR FIELD PAINT MACHINE	
					017-420-1334-4300	80.38
					Total :	80.38
208256	12/4/2017	102624 PITNEY BOWES	1004920035		MAINT FOLDING MACHINE -	
					070-381-0000-4320	407.25
					072-360-0000-4320	407.25
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208256	12/4/2017	102624 PITNEY BOWES	(Continued)			
					Total :	814.50
208257	12/4/2017	890584 POWERLINE BATTERY SPECIALIST	294154		JUMPER BATTERY-ME4412	
					041-320-0320-4400	91.16
					Total :	91.16
208258	12/4/2017	102688 PROFESSIONAL PRINTING CENTERS	32671		EVIDENCE TAG	
					001-222-0000-4300	482.90
					Total :	482.90
208259	12/4/2017	887603 R. F. ERECTION COMPANY	17-664		LP ELEVATOR LOAD TEST	
					043-390-0000-4260	360.00
					Total :	360.00
208260	12/4/2017	892489 RIOS, CHRIS	REIMB.		REIMB. FOR LUNCH WHILE @ TRAINING	
					001-224-0000-4360	21.93
					Total :	21.93
208261	12/4/2017	892300 RJM DESIGN GROUP, INC	32195		PARK MASTER PLAN DESIGN CONSULTING	
					017-420-1396-4260	676.20
					Total :	676.20
208262	12/4/2017	102666 ROADRUNNER PREFERRED	549-208		COURIER SERVICES	
			549-218		001-222-0000-4260	103.00
			549-220		COURIER SERVICES	
					001-222-0000-4260	206.00
					COURIER SERVICES	
					001-222-0000-4260	206.00
					Total :	515.00
208263	12/4/2017	887872 ROSENBERG, IRWIN	TRAVEL		PER DIEM-SBSLI POST TRAINING IN	
					001-222-0000-4370	150.00
					Total :	150.00
208264	12/4/2017	892036 ROTHSCHILD, DEBORAH	12/04/17-12/06/17		STRETCH TO THE MUSIC INSTRUCTOR	
					017-420-1322-4260	100.00
					Total :	100.00
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208265	12/4/2017	102930 ROYAL WHOLESALE ELECTRIC	8901-751648		STREET LIGHTING, PARKING LOT EQU	
			8901-751695	11688	001-370-0301-4300	164.25
			8901-751878	11688	STREET LIGHTING, PARKING LOT EQU	196.44
			8901-752023	11688	001-370-0301-4300	-164.25
			8901-752030	11688	STREET LIGHTING, PARKING LOT EQU	745.70
			8901-752048	11688	001-370-0301-4300	108.41
				11688	STREET LIGHTING, PARKING LOT EQU	160.53
					Total :	1,211.08
208266	12/4/2017	890362 RTB BUS LINE	17421		TRANSPORT SERVICES-11/08/17-SF MI	
			17422		007-440-0443-4260	1,494.00
					TRANSPORT SERVICES-11/15/17-SF MI	1,494.00
					007-440-0443-4260	2,988.00
208267	12/4/2017	887165 RYAN HERCO PRODUCTS CORP	8807344		OSG PARTS	
			8813679		070-384-0000-4300	131.63
					OSG PARTS	32.43
					Total :	164.06
208268	12/4/2017	103010 SAM'S CLUB DIRECT, #0402814188546	6773		BREAK ROOM SUPPLIES	
			6774		001-222-0000-4300	444.37
					ITEMS FOR INMATES	79.13
					001-225-0000-4350	523.50
208269	12/4/2017	103045 SAN FER. MALL DOWNTOWN ASSOC.	ADVANCE		ADVANCE PAYMENT FOR HOLIDAY PR	
			APRIL-MAY&AUG		001-2260	1,000.00
					REIMB TO DOWNTOWN ASSOC-APRIL-	1,516.17
					001-2260	

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208269	12/4/2017	103045 103045 SAN FER. MALL DOWNTOWN ASSOC.	(Continued)		Total :	2,516.17
208270	12/4/2017	103057 SAN FERNANDO VALLEY SUN	10014		ADVERTISEMENT OF HOUSEING ELE	
			9968		001-150-0000-4230	156.25
					LEGAL PUBLICATION-ORD U-1669	1,575.00
					001-115-0000-4230	1,731.25
208271	12/4/2017	103168 SIMPLEXGRINNELL LP	79720004		ANNUAL INSPECTION & TESTING OF P	
					043-390-0000-4260	1,099.87
					Total :	1,099.87
208272	12/4/2017	103184 SMART & FINAL	53780		ENP COFFEE SUPPLIES	
			54778		004-2346	79.38
					LP SENIOR CLUB REFRESHMENTS	193.14
					004-2380	272.52
208273	12/4/2017	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753-9		NATURAL GAS FOR CNG STATION	
					074-320-0000-4402	2,715.84
					Total :	2,715.84
208274	12/4/2017	890834 SPARKLING IMAGE CORP	77590		CAR WASHES - OCT 2017	
					001-222-0000-4320	315.49
					Total :	315.49
208275	12/4/2017	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	264501		DOJ LIVESCAN FINGERPRINTS-OCT 20	
					004-2386	3,092.00
					001-222-0000-4270	264.00
					Total :	3,356.00
208276	12/4/2017	891439 SUPERIOR WATER TECHNOLOGIES	2017-164	11709	EMERG REPAIR TO REPLACE WELL 2A	
					070-384-0000-4260	2,661.43
					Total :	2,661.43
208277	12/4/2017	102978 SWRCB-DWOC	OP #41328		D2 WATER TREATMENT CERT RENEW/	
					070-381-0000-4380	80.00

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208277	12/4/2017	102978 102978 SWRCB-DWOCF	80.00
(Continued)			
208278	12/4/2017	888946 TEKWERKS	800.00
Total :			800.00
208279	12/4/2017	103205 THE GAS COMPANY	32.69
Total :			32.69
208280	12/4/2017	101528 THE HOME DEPOT CRC, ACCT#603532202490	14.78
		2561589	73.58
		3060185	173.56
		4073909	37.05
		4073910	21.97
		4073911	27.07
		5024112	68.00
		5031065	323.38
		524113	70.02
		60621	202.05
		6073595	107.86
		8584191	60.39
		9584106	30.65

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208280	12/4/2017	101528	101528 THE HOME DEPOT CRC, ACCT#6035322((Continued)		Total : 1,210.36
208281	12/4/2017	890817	THE WALKING MAN, INC.	E8381	FALL PROGRAM FLYER DISTRIBUTION 001-420-0000-4260	925.00 Total : 925.00
208282	12/4/2017	890833	THOMSON REUTERS	837081300	DET INVESTIGATIVE TOOLS SUPPORT 001-135-0000-4260	182.97 Total : 182.97
208283	12/4/2017	103903	TIME WARNER CABLE	0010369111017	CABLE - PD 11/18/17-12/17/17 001-222-0000-4260	230.08
				0028882110517	CABLE- LP PARK 11/13/17-12/12/17 001-420-0000-4260	184.22
				196309111317	INTERNET SERVICES-11/23-12/22 001-190-0000-4220	1,299.00 Total : 1,713.30
208284	12/4/2017	887986	TRAFFIC MANAGEMENT INC.	383035	5K DELINEATORS 017-420-1395-4260	2,170.00 Total : 2,170.00
208285	12/4/2017	101028	TYLER TECHNOLOGIES, INC.	045-206516	FY17/18- EDEN SYSTEM SUPPORT 072-360-0000-4260	5,537.01
				11663	001-135-0000-4260	30,505.76
				11663	070-382-0000-4260	5,537.01
					Total : 41,579.78	
208286	12/4/2017	103503	U.S. POSTAL SERVICE, NEOPOST POSTAGE (NONPO	REIMBURSEMENT FOR POSTAGE MAC 001-190-0000-4280	1,500.00 Total : 1,500.00
208287	12/4/2017	103463	U.S. POSTMASTER	NOV-2017	POSTAGE-NOV WATER BILLS 072-360-0000-4300	601.13
					070-382-0000-4300	601.13
					Total : 1,202.26	
208288	12/4/2017	892258	UNIFORM & ACCESSORIES	621460	UNIFORMS	

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208288	12/4/2017	892258 UNIFORM & ACCESSORIES	(Continued)		001-222-0000-4300	99.37
			628036		UNIFORMS	
					001-222-0000-4300	295.96
					Total :	395.33
208289	12/4/2017	888241 UNITED SITE SERVICES OF CA INC	114-5969297		PORTABLE TOILET RENTAL-12900 DRC	
					070-384-0000-4260	137.02
					Total :	137.02
208290	12/4/2017	889287 UNITED TRUCK CENTERS	275084M		MUD FLAP-PK9826	
			56643		041-320-0390-4400	13.13
					TEAR DOWN & INSPECTION-PW0873	
					041-320-0346-4400	220.00
					Total :	233.13
208291	12/4/2017	103534 VALLEY LOCKSMITH	4791	11689	LOCKSMITH SERVICES FOR ALL FACIL	
			4820		043-390-0000-4330	284.25
					TRANSPONDER KEYS & PROGRAMMIN	
					041-320-0224-4400	234.68
					Total :	518.93
208292	12/4/2017	889644 VERIZON BUSINESS	8703101		CITY HALL LONG DISTANCE	
			8703102		001-190-0000-4220	49.88
			8703103		CITY YARD LONG DISTANCE	
			8703104		070-384-0000-4220	14.97
			8703105		CITY HALL LONG DISTANCE	
			8703106		001-190-0000-4220	25.27
			8703106		PD LONG DISTANCE	
			8703106		001-222-0000-4220	111.26
			8703106		CITY YARD LONG DISTANCE	
			8703106		070-384-0000-4220	9.98
			8703106		PARKS LONG DISTANCE	
			8703644		001-420-0000-4220	15.21
			8703644		CITY YARD LONG DISTANCE	
			8703655		001-310-0000-4220	4.99
			8703655		CITY HALL LONG DISTANCE	

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208292	12/4/2017	889644 VERIZON BUSINESS	(Continued)		001-190-0000-4220	
					Total :	55.94
208293	12/4/2017	100101 VERIZON WIRELESS-LA	9794950817-001		VARIOUS CELL PHONE PLANS	
			9795990238		001-222-0000-4220	184.46
					001-152-0000-4220	114.03
					VARIOUS CELL PHONE PLANS	
					001-105-0000-4220	100.50
					001-101-0109-4220	32.20
					001-101-0107-4220	46.72
					072-360-0000-4220	60.83
					001-101-0111-4220	35.50
					001-101-0103-4220	53.84
					Total :	628.08
208294	12/4/2017	892734 VILLA, VICTOR	RCS UMPIRE		UMPIRE FEES-ADULT MENS & CO-ED	
					017-420-1334-4260	210.00
					Total :	210.00
208295	12/4/2017	891845 VINYL PRODUCTS MFG., INC	061797		REPLACEMENT MATTRESSES FOR JAIL	
					001-225-0000-4350	291.69
					Total :	291.69
208296	12/4/2017	103603 VULCAN MATERIALS COMPANY	71646350	11710	UTILITY TRENCH & POTHOLE REPAIR	
			71646351	11710	001-311-0000-4300	1,011.53
					UTILITY TRENCH & POTHOLE REPAIR	
					072-360-0000-4300	1,340.62
					Total :	2,352.15
208297	12/4/2017	103620 WARREN, DALE	REIMB.		REIMB-SCREEN PROTECTOR & CASE	
					001-311-0000-4300	52.19
					Total :	52.19
208298	12/4/2017	888442 WESTERN EXTERMINATOR COMPANY	5593622		PEST CONTROL @ LP PARK	
			5593624		043-390-0000-4260	54.50
					PEST CONTROL @ CITY HALL	

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Director of Finance

Date: December 4, 2017

Subject: Consideration to Approve Calendar Year 2018 Business Permits for Certain Business Activities as Required by the City Code

It is recommended that the City Council approve the Business Permits for Calendar Year 2018 for businesses engaged in certain business activities (Attachment "A"), as required by Article III of Chapter 22 of the City Code.

BACKGROUND:

1. On September 18, 2017, Business Permit Renewal Applications for calendar year 2018 were mailed to those businesses that require City Council approval per Article III of Chapter 22 of the City Code prior to issuance of a Business License (see Attachment "B" for complete list of Business Activities that require a Permit). The applications were due on October 31, 2017.
2. On November 6, 2017, all completed applications received by the Finance Department were submitted to the Community Development Department for review of zoning and building requirements. All applications were subsequently approved.
3. On November 13, 2017 all applications received by the Finance Department and approved by the Community Development Department were submitted to the Police Department for approval. All applications were approved.
4. On November 16, 2017, all completed applications received by the Finance Department and approved by the Community Development Department and Police Department were submitted to the Public Works Department for review and approval. All applications requiring their approval were approved.

Consideration to Approve Calendar Year 2018 Business Permits for Certain Business Activities as Required by the City CodePage 2 of 2

ANALYSIS:

Article III of Chapter 22 of the San Fernando City Code (SFCC) requires certain types of businesses (see section 22-215, which is included as Attachment “B”) to obtain a Business Permit as a prerequisite to receiving their regular Business License. Business Permits require the approval of the City Council.

Each affected business must file an application, in writing, specifying where the business is proposed to operate. Once approved, the permit is valid for the calendar year, or a shorter period of time as may be prescribed by any resolution of the City Council or in the Permit.

Applications are submitted to the Finance Department and reviewed by the Police, Community Development and Public Works departments for compliance with all applicable regulations. Completed applications are on file in the Finance Department.

If the Business Permits are approved, they will expire on December 31, 2018. After the expiration date, applicants will be required to submit a renewal for the upcoming calendar year.

BUDGET IMPACT:

The Business Permit fees previously adopted by the City Council ensure the administrative costs associated with said application are recovered by the City.

CONCLUSION:

By approving Business Permits for the businesses noted in Attachment “A,” the City Council authorizes those businesses to continue their operations for calendar year 2018 at the specified commercial addresses.

ATTACHMENTS:

- A. List of Business License Permit Applicants for 2018
- B. Section 22-215 of the City Code

ATTACHMENT “A”**BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215):****AUTOMOBILE DEALERS (USED)**

Western Motor Sports
Valley Auto Sales
Isaac’s Auto Sales
Rydell Chrysler Dodge Jeep Ram
Ganas Auto Group
Diego’s Auto Sales

BINGO

San Fernando Elks #1539
St. Ferdinand’s Catholic Church

DANCING

El Potro Bar

DANCING ACADEMY

Fox Studio of Dance
Royalty Dance Academy
Danzone

FORTUNE TELLERS

Botanica Santa Barbara

MASSAGE

QQ Spa
Vide Spa

MISCELLANEOUS

Orange Grove Mobile Home Park
San Fernando Swap Meet

PEDDLERS

Garcia Produce

POOL TABLES

El Porto Bar

BUSINESS LICENSE PERMIT APPLICANTS BY CATEGORY (Section 22-215) CONTINUED:**PRIVATE PATROL/SECURITY**

Security Specialists / Tyan Inc

REFUSE DISPOSAL

Consolidated Disposal Service, LLC

SECOND-HAND MERCHANDISE

Cassell's Music

Goodyear Tire Center

Addax Inc

LE-TAC

SECOND-HAND JEWELRY (PAWNSHOP)

San Fernando Loan Company

TAXICAB BUSINESS

Yellow Cab Company

ATTACHMENT “B”

A person desiring to obtain a permit to conduct, manage or deal in any business mentioned in section 22-215 of this article shall file an application in writing with the city council specifying by street and number the place where such business is proposed to be conducted or carried on.

Sec. 22-215.

Business or Activity for Which Permit is Required
Antique shop
Arcade
Auction (jewelry)
Auctioneer
Auto rental
Auto reposessor:
Owner
Employee
Auto wrecking
Bath
Bowling alley
Boxing (amateur) contest
Carnival
Closing-out sale
Dance, public (only one)
Dancehall:
Cafe, bar where liquor is sold
Public
Dancing academy
Dancing club
Escort bureau
Fire sale
Fireworks sale

Business or Activity for Which Permit is Required
Game, skill and chance
Handbill (as defined in <u>section 6-31</u>) distribution business
Junk and/or refuse collector
Junk dealer
Massage parlor
Merry-go-round
Pawnbroker
Pool room
Pool tables (two only), incidental to main business activity, per table
Private patrol
Secondhand dealer:
Auto parts
Books
General
Jewelry
Used automobile vehicles
Shooting gallery
Show (in liquor establishment)
Skating rink
Street speaking
Swap meet operator
Tattooing and/or body piercing
Trailer camps

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Director of Finance
Margarita Solis, City Treasurer

Date: December 4, 2017

Subject: Consideration to Adopt a Resolution to Amend the Investment Policy for Fiscal Year 2017-2018

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7832 (Attachment "A"), approving the amended Investment Policy for Fiscal Year 2017-2018.

BACKGROUND:

1. On January 1, 1996, SB 564 went into effect which requires that the City Treasurer render annually to the legislative body for consideration at a public meeting, a statement of investment policy.
2. Since 1996, the Investment Policy has been reviewed annually by the City Manager, Finance Director and City Treasurer and has been presented to the City Council for approval.
3. The proposed Policy has been reviewed by City Manager, Director of Finance, and City Treasurer.
4. On May 15, 2017, the City Council adopted the FY 2017-2018 Investment Policy.
5. The policy is being amended to decrease confusion when interpreting certain investment concentration limits and to reflect the current Federal Deposit Insurance Corporation (FDIC) limits.

ANALYSIS:

The ultimate investment goal of a good investment policy is to enhance the economic status of the City while protecting funds under management and meeting the daily cash flow demands of

Consideration to Adopt a Resolution to Amend the Investment Policy for Fiscal Year 2017-2018Page 2 of 2

the City. The proposed Investment Policy requires investments be selected based on safety, liquidity, and yield, in that order, and are made in accordance with California Government Code, Sections 53600 et. seq.

The City attempts to obtain the highest yield possible when selecting investments, providing that criteria for safety and liquidity are met.

The proposed Amendment to the Investment Policy authorizes investment in a number of investment vehicles that may offer higher yields while maintaining the safety and liquidity criteria.

BUDGET IMPACT:

Investment in higher yield investments may result in additional investment income earned by all City funds.

CONCLUSION:

Approval of the amended Investment Policy by the City Council will ensure that the City complies with the SB 564 requirement.

ATTACHMENT:

A. Resolution No. 7832, including Exhibit 1 - Investment Policy

ATTACHMENT "A"**RESOLUTION NO. 7832****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE ANNUAL
INVESTMENT POLICY FOR FISCAL YEAR 2017-2018.**

WHEREAS, Senate Bill 564, effective January 1, 1996, requires the City Treasurer present a statement of investment policy annually to the City Council; and

WHEREAS, a responsible investment policy enhances the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City.

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

SECTION 1. The City Council hereby establishes the Investment Policy, attached hereto as Exhibit "A" and incorporated herein by this reference.

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4th day of December, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

POLICY/PROCEDURE

SUBJECT	ISSUANCE	
INVESTMENT POLICY	ORIGINAL DATE	EFFECTIVE
	05/15/2017	05/15/2017
	CURRENT DATE	EFFECTIVE
	12/04/2017	12/04/2017
CATEGORY	POLICY NO.	SUPERSEDES
FINANCE	FIN-	May 2017

MANAGEMENT POLICY/PROCEDURES

SECTION I. PURPOSE

This Policy is intended to provide specific criteria for the prudent investment of City funds. The ultimate investment goal is to enhance the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City.

SECTION II. STATEMENT OF POLICY

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to earn the highest yield obtainable while keeping within the investment criteria established for the safety and liquidity of public funds.

The Finance Director shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolio. An analysis by an external independent auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

San Fernando operates its temporary pooled idle cash investment under the prudent investor standard (i.e., such a trustee must act with the "care, skill, prudence and diligence...that a prudent investor...would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency"). This affords the City a broad spectrum of investment opportunities as long as the investment is deemed prudent and allowable under current legislation of the State of California (Government Code Section 53600 et seq.)

Criteria for selecting investments and the order of priority are:

1. SAFETY – The safety and risk associated with an investment refers to the potential loss of principal, accrued interest or both. Protection of the public funds entrusted to the Treasurer is the paramount criteria used to evaluate the investment instruments available.
2. LIQUIDITY – This refers to the ability to convert an investment to cash at any moment in time with minimal risk of forfeiting a portion of principal or interest. Liquidity is an essential investment requirement especially in light of the City's need to be able to meet emergency financing demands of the community at any time.

3. **YIELD** – It is the potential dollar earnings an investment can provide and is described as the market rate of return. As a general rule, yields tend to mirror the inherent risk and liquidity characteristics of the particular investment and thus can only be evaluated after those investment criteria are satisfied.

Authorized Investments

All investments shall be made in accordance by the California Government Code, Sections 53600 et. seq. Within the context of these limitations and based on the cost at the time of purchase, the following investments are authorized as further limited herein:

1. **U.S. Treasuries**

The U.S. Treasury Bills, Bonds, and Notes, or those for which the full faith and credit of the U.S. are pledged for payment of principal and interest provided that:

- a) There is no limitation as to the percentage of the portfolio that can be invested in this category.

2. **U.S. Agencies**

The Obligations issued by the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCB), the Federal Home Loan Bank Board (FHLB), Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), and the Student Loan Marketing Association (SLMA) provided that:

- a) No more than 30% of the cost (book) value of the portfolio will be invested in any one agency.

3. **Bankers' Acceptances**

Bills of exchange or time drafts drawn on and accepted by a commercial bank provided that:

- a) Bankers' Acceptances purchased may not exceed 180 days to maturity or 25% of the cost (book) value of the portfolio;
- b) No more than 5% of the cost (book) value of the portfolio may be invested in Bankers' Acceptances issued by any one bank;
- c) Prior to the purchase of any Banker's Acceptance, the portfolio manager shall review the rating of the issuing bank; and
- d) Bankers' Acceptances of issuing financial institutions shall have both a short and long term rating in the highest category by at least one nationally recognized rating agency at the time of purchase.

4. Commercial Paper

- a) The paper is ranked P1 by Moody's Investor Services and A1 by S&P, and have an minimum of A by both rating agencies;
- b) Issued by a domestic corporation having assets in excess of \$500 million;
- c) Purchases of eligible paper may not exceed 270 days to maturity nor represent more than 10% of the outstanding paper of an issuing corporation;
- d) May not exceed 15% of the cost value of the portfolio at time of purchase; and
- e) No more than 5% of the cost value of the portfolio may be invested in Commercial Paper issued by any one corporation.

5. Certificates of Deposit

- a) Negotiable Certificates of Deposit issued by nationally or state chartered banks or state or federal savings institutions. Purchases of negotiable certificates of deposit may not exceed 30% of the City's Investment Cash at the time of purchase. Investment in any one institution may not exceed more than 5% of the City's Investment Cash at the time of purchase. Cash will be invested only in FDIC Insured certificates.
- b) Time Deposits Non Negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more than 25% of the investment portfolio may be invested in this investment type. Investment in any one institution may not exceed more than 5% of the City's Investment Cash at the time of purchase. Cash will be invested only in fully collateralized certificates. Collateral for a given investment must be 110% of principal for government securities collateral and 150% of principal for first mortgage collateral.
- c) For investments greater than \$100,000 the institution must maintain \$100 million in assets. For investments greater than \$300,000 the institution must maintain at least \$300 million in assets.
- d) The city will not invest in any institution less than five years old.

6. Repurchase Agreements

- a) No more than 20% of the cost value of the portfolio may be invested in repurchase agreements at any time; and
- b) The maturity of repurchase agreements shall not exceed 75 days.

In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest

by, the United States Government such as Treasury bills, Treasury notes or Treasury bonds with less than a five year maturity.

7. Local Agency Investment Fund (LAIF)

- a) The City may invest in the LAIF established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State Law.

8. Municipal Bonds

- a) Municipal Securities of any California local agency including bonds, notes, warrants or other indebtedness, provided the issuer has a minimum credit rating of "AA" by one of the following: Moody's, Standard & Poor's, or Fitch. Municipal bonds shall be limited to a 60 months maximum maturity.

Upon any announcement of negative credit watch or downgrade by a major rating agency of any issue within the portfolio, the investment manager should contact the Finance Director and recommend a course of action. If at any time a security falls below "investment grade," the investment manager should obtain the best bid and take the necessary steps toward liquidation.

9. Corporate Medium Term Notes

- a) Corporate Medium Term Notes, provided the issuer has a minimum credit rating of "AA" by one of the following: Moody's, Standard & Poor's, or Fitch. Corporate bonds shall be limited to a 60 months maximum maturity.
- b) Issued by a domestic corporation having assets in excess of \$500 million; Issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- c) The aggregate total of all purchased medium term notes may not exceed 30% of the cost value of the portfolio; and
- d) No more than 5% of the cost value of the portfolio may be invested in notes issued by one corporation.

Upon any announcement of negative credit watch or downgrade by a major rating agency of any issue within the portfolio, the investment manager should contact the Finance Director and recommend a course of action. If at any time a security falls below "investment grade," the investment manager should obtain the best bid and take the necessary steps toward liquidation.

10. Money Market Mutual Funds

- a) Must have a rating of AAA/Aaa or an equivalent by one or more national rating agencies with no load maintained at \$1 par value;
- b) No more than 20% of portfolio value may be invested;

- c) Investment in a single mutual fund will not to exceed 10% of the cost value (book value) of the total portfolio exclusive of the fiscal agent cash portfolio; and
- d) The City's investment in any specific mutual fund will not exceed 2% of that mutual fund's total assets.

Considerations for Investments

The City attempts to obtain the highest yield possible when selecting investments, providing that criteria for safety and liquidity are met. Ordinarily, because investments normally carry a positive yield curve, (i.e., longer term investments have higher rates than shorter maturities), the City attempts to stagger its maturities to meet anticipated cash needs in such a way that new investment money can be placed in maturities that carry a higher rate that is available in the short market of 30 days or under. Furthermore, maturities are selected to anticipate cash needs of the City, thereby obviating the need for forced liquidation.

City Constraints

The City Treasurer is responsible for managing the City's investment portfolio in accordance with Federal and State laws as well as this policy. Longer term investments (i.e., over one year) are limited to maturities of five years or less.

The City strives to maintain an appropriate level of investment of all funds through daily and projected cash flow determinations. Idle cash management and investment transactions are the responsibility of the City Treasurer in consultation with the Finance Director.

The basic premise underlying the City's investment philosophy is, and will continue to be, to insure that money is always safe and available when needed.

The City Treasurer or the Deputy Treasurer and/or Finance Director in the absence of the City Treasurer shall continually review the financial condition of proposed depositories of City funds. The City should demand a copy of the latest financial statements and audit reports prior to investment and any reports issued during the period of the investment.

Investment Strategy

1. When making an investment decision, the purchase of an investment is made with the intent of holding that investment to maturity.
2. Cash flow projections are fully utilized to balance the liquidity needs at all times.
3. At least bi-weekly, economic forecasts are obtained from financial experts in the field through bankers and brokers.
4. Close rapport is maintained with the City Manager, Finance Director, Public Works and other

departments having a significant impact on cash flow.

5. The City will invest all City and Successor Agency to the Redevelopment Agency funds and the estimated checking accounts float, except for those amounts required by the City's banks to pay for bank services furnished to the City.
6. Depending on market conditions, time deposits are maintained in commercial banks and savings and loan institutions. Particular attention is paid to investment opportunities available from financial institutions within the City of San Fernando so as to contribute to the economic vitality of the community.
7. Safekeeping: Securities purchased from brokers/dealers shall be held in third party safekeeping by the City's third party custodian. Said securities shall be held in the name of the City of San Fernando with the trustee executing investment transactions as directed by the Treasurer.

Prohibited and Restricted Investments

The City will not invest in derivative-type investments which are now prohibited by law, inverse floaters, range notes, interest-only strips derived from a mortgage pool, equity linked securities, swaps, margin/leveraging, and any security that could result in zero interest accrual if held to maturity. The City will not invest in reverse repurchase agreements. The City will not engage in speculative buying.

Investment Policy Adoption

The investment plan and strategy are reviewed and updated as needed, and no less often than annually.

SECTION III. EXCEPTIONS

There will be no exceptions to this policy, except as may be approved by the City Council.

SECTION IV. AUTHORITY

By order of City Council Resolution No. 7832, Policy adopted by the City Council on December 4, 2017.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Director of Finance
Michael Okafor, Personnel Manager

Date: December 4, 2017

Subject: Consideration to Adopt Resolutions Approving New Job Specifications for the Director of Public Works and Payroll Technician Classifications

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7829 (Attachment "A") approving new job specifications for the Director of Public Works and Payroll Technician job classifications;
- b. Adopt Resolution No. 7830 (Attachment "B") amending the Fiscal Year (FY) 2017-2018 Salary Plan to reflect the correct job titles and pay;
- c. Adopt Resolution No. 7831 (Attachment "C") amending the FY 2017-2018 Table of Organization to reflect the correct job titles; and
- d. Authorize the City Manager to make non-substantive edits and execute all related documents as necessary.

BACKGROUND:

1. On August 7, 2017, the City Council approved Resolution No. 7807 as an amendment to Resolution No. 7692, removing the designation of "Deputy City Manager" from the Director of Public Works job classification, and authorized the City Manager, at his or her discretion, to designate no more than one (1) Department head as "Deputy City Manager" when necessary.
2. On August 21, 2017, the City Council approved the appointment of Alexander P. Meyerhoff as the permanent City Manager.

Consideration to Adopt Resolutions Approving New Job Specifications for the Director of Public Works and Payroll Technician ClassificationsPage 2 of 3

3. On September 18, 2017, at the recommendation of the City Manager, the City Council approved new job specifications for the Director of Public Works/City Engineer and directed staff to start recruitment for the position.
4. On September 21, 2017, staff started posting job advertisements for the Director of Public Works/City Engineer position, and as of November 27, 2017, a total of five (5) applications have been received.
5. On or about November 15, 2017, our Senior Account Clerk II, who is primarily in-charge of payroll duties, advised staff of her intention to retire effective March 31, 2018.

ANALYSIS:Director of Public Works Classification.

The existing job specification for "Director of Public Works/City Engineer," which was adopted September 18, 2017, require that an applicant be a registered Professional Civil Engineer in California in addition to possessing ten years of public works experience. Due to this stringent requirement, as well as very competitive job market, particularly in the professional engineering field, there is a very limited number of interests in the position.

In order to enhance interest, and increase the number of qualified applicants, staff is recommending that the job specifications be modified to reflect only "Director of Public Works" duties, and remove the requirement for registration as Professional Civil Engineer. Staff also recommends that the job specification be revised to require a minimum of five (5) years of experience. However, if the City is fortunate to successfully recruit someone with the Professional Civil Engineer qualifications, he/she will also be designated as "City Engineer," and will be required to perform the essential engineering duties and functions, and shall receive a ten percent (10%) special pay on top of their base salary.

Payroll Technician Classification.

The existing job specification for Senior Account Clerk II, which was adopted on July 21, 2003, does not adequately reflect the current essential job duties and requirements of the position. The primary duties of the position are to prepare, process, and implement bi-weekly payroll changes, as well as post and report, on a daily basis, benefits and payroll-related data to State and Federal agencies as required.

Due to the proposed retirement of the incumbent from this position, it is necessary that the job specifications, as well as title, be revised to adequately reflect the current job duties and requirements and attract candidates with the appropriate skills and experience during the recruitment process. Staff is proposing that the title be changed to Payroll Technician in order to properly reflect the actual duties and job functions.

Consideration to Adopt Resolutions Approving New Job Specifications for the Director of Public Works and Payroll Technician ClassificationsPage 3 of 3

The incumbent is the only employee currently occupying the Senior Account Clerk II classification and the classification is recommended to remain confidential due to the nature of the information the position is responsible for.

Salary Plan and Table of Organization.

The amendments to the Salary Plan and Table of Organization are necessary to reflect the correct job titles and pay for the Director of Public Works, as well as Payroll Technician.

BUDGET IMPACT:

No additional budget impact is anticipated as there are no proposed changes to the current base salaries for either the Director of Public Works or Payroll Technician classifications. If the Director of Public Works possesses registration as a Professional Civil Engineer in California, he/she will also be designated as "City Engineer" and will receive an additional ten percent (10%) over their base salary. This is projected to cost between \$15,000 to \$20,000 per fiscal year. However, the cost will be more than offset by savings from reducing the need for a registered Professional Engineer or Consultant to serve as City Engineer.

CONCLUSION:

Approval of the revised job specifications and amendment of the FY 2017-2018 Salary Plan and Table of Organization are necessary to accurately reflect existing job requirements and recruitment needs.

ATTACHMENTS:

- A. Resolution No. 7829
- B. Resolution No. 7830
- C. Resolution No. 7831

ATTACHMENT "A"**RESOLUTION NO. 7829****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING RESOLUTION NO.
4144, ADOPTED DECEMBER 12, 1966 BY THE ADDITION OF
SUPPLEMENT NO. 175 THERETO**

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

SECTION 1: That Resolution No. 4144, adopted on December 12, 1966 and the Position Classification Plan prepared by Griffenhagen-Kroeger, Inc. bearing date of April 1966, as amended by the City Council, be the same as amended by adding thereto Supplement No. 175 (Exhibits "A" and "B") covering important and essential duties, job-related and essential qualifications for the following positions and classifications:

DIRECTOR OF PUBLIC WORKS**PAYROLL TECHNICIAN**

Supplement No. 175 is hereby adopted and approved as the new official job classifications and definitions, prescribing important and essential duties, job-related and essential qualifications for the positions and classifications set forth above. Copies of Supplement No. 175 are now on file in the office of the City Clerk. Said Supplement No. 175 is hereby incorporated in and made a part of the Position Classification and Salary Plan for the City of San Fernando.

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

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4th day of December, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

JOB SPECIFICATION

CLASS TITLE

DIRECTOR OF PUBLIC WORKS

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

EXEMPT

EMPLOYMENT

AT-WILL

GENERAL PURPOSE

Under administrative direction of the City Manager, plans, organizes, integrates and directs the work of the Public Works Department, which includes maintenance of city infrastructure, parks, facilities and the treatment and distribution of water; manages the solid waste and street sweeping contracts; provides expertise and guidance to management and the City Council on infrastructure maintenance, capital improvement planning, design and implementation in order to meet the City's strategic goals and business objectives; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Director of Public Works is a single-incumbent position, responsible for policy development, program planning, fiscal management, administration and operation of the divisions of the Public Works Department. Within assigned areas of accountability, the incumbent operates with substantial latitude and discretion to achieve effective and efficient utilization of resources.

When designated as City Engineer as a result of having the necessary qualifications as a registered Professional Civil Engineer in the State of California, the incumbent will also assume the duties and responsibilities of a City Engineer, and will receive ten percent (10%) special assignment pay on top of his/her base salary.

The Director of Public Works is appointed by and serves at the pleasure of the City Manager and, as part of the executive management team, directs the work of all staff and resources in the Public Works Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

1. Plans, organizes, directs, controls, integrates and evaluates the work of the Public Works Department; with management and staff, develops, implements and monitors work plans to achieve goals and objectives; contributes to the development of and monitors performance against the annual department budget; supervises and participates in developing, implementing and evaluating plans, work processes, systems and procedures to achieve annual goals, objectives and work standards.
2. Directs and manages the performance of department staff; interviews and selects new staff; establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development; recommends compensation and

ESSENTIAL DUTIES AND RESPONSIBILITIES

- provides other rewards to recognize performance; hears and makes recommendations on grievances; subject to management concurrence, approves or takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with City human resources policies and labor contract agreements.
3. Provides day-to-day leadership and works with staff to ensure a high-performance, customer service-oriented work environment that supports achieving the department's and the City's mission, objectives and values regarding teamwork, mutual trust and respect; applies process improvement and quality management principles to assigned areas of responsibility.
 4. Directs and leads the formulation and implementation of departmental policy, planning and strategic development; leads and directs staff and outside consulting resources in the development and application of new methods and processes to achieve higher efficiency, quality and innovation in department work processes.
 5. Plans, organizes, coordinates and directs all City Public Works functions including planning and administering all aspects of the following: Public Works capital improvement projects; streets and sanitation, including construction and maintenance of streets, sidewalks, storm drains and lateral sewer lines; facilities maintenance for City buildings and grounds; parks, trees and landscape maintenance; installation and repair of electrical facilities such as street lighting, fire alarms, water equipment and communications systems; equipment maintenance for police vehicles, construction equipment, fleet vehicles and other motorized equipment; the planning, design, installation and maintenance of traffic signs, signals and markings, as well as water treatment and distribution.
 6. Functions as contract administrator and project manager for engineering and construction projects, directs and oversees the selection and management of consulting engineers, contracted design and support functions, environmental compliance processes, permitting, construction management and project management.
 7. Works closely with the City Manager, City Council, other City departments, other public and private organizations and agencies, and citizen groups in developing an integrated approach to solving problems, and in formulating programs and projects for implementation; represents the City in interactions and cooperative arrangements with citizens, other local governmental agencies and regional entities regarding capital improvement projects and other community issues involving multiple departments.
 8. Directs and monitors the City's compliance with regulatory, environmental and employee health and safety rules, regulations and laws; directs and oversees the preparation of analyses and recommendations to enhance water sources and uses, address water quality issues and protect environmental resources; participates in regional initiatives regarding current and emerging water issues.
 9. Through subordinate managers, directs the department's policies and procedures development and implementation in compliance with federal, state and departmental rules and regulations; establishes and monitors administrative controls and coordinates inspections to ensure conformance.

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

10. Prepares City Council agenda reports/resolutions and makes presentations to the Council; responds to data requests and audits by state, federal and other agencies.
11. Represents the City in negotiations and interactions with the City Council, governmental agencies, audit firms, regulators and professional organizations; serves as the City's representative to industry groups.
12. May serve as a member of the City's management team with regard to collective bargaining negotiations with its employee units.
13. May serve as Deputy City Manager as assigned.

If designated as City Engineer, the following essential duties and responsibilities may be performed:

14. Directs the development of engineering designs, environmental documents, plans specifications and cost/budget estimates, and reviews project packages to ensure projects are safe, functional, constructible and cost effective, and are in compliance with regulatory requirements.
15. Oversees permit administration and inspection of all activities within the public right-of-way; manages development of complex engineering design and construction packages based on technical and economic feasibility of projects.
16. Directs and approves Public Works conditions for conditional use permits, variances, parcel and tract maps and master plans.
17. Manages, reviews and/or approves reports and records produced and provided by the Engineering Division to ensure accuracy and that projects are progressing as planned and on budget; works with staff, field personnel and others to resolve engineering and construction problems/conflicts to complete the capital improvement plan effectively while making optimal use of City resources.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Theories, principles, practices and techniques of civil engineering, including the planning, design, construction, contract management and inspection of municipal public works.
2. Theories, principles, practices and techniques of street maintenance, pavement management, equipment maintenance, storm drainage system maintenance, solid waste operations, water system maintenance, facilities maintenance, traffic signals, capital projects and public utilities.
3. Methods and techniques of traffic and transportation engineering.
4. Advanced principles, practices and techniques used in the analysis, evaluation, design, planning and project management of large construction, maintenance and repair projects.
5. Highly developed operational parameters of irrigation, drainage, water supply, flood control, highways,

MINIMUM QUALIFICATIONS

- water and sewage treatment, foundations, grading and bridges.
- 6. Information technology and computer capabilities applicable to assigned engineering functions, including geographical information systems (GIS) at an advanced user level.
- 7. Administrative principles and methods including goal setting and long-range planning, program development and implementation, delegation and employee supervision.
- 8. Federal, state and local laws, including Subdivision Map Act and California Environmental Quality Act, policies and directives applicable to areas of responsibility.
- 9. Principles, practices and methods of financing and budget development and implementation.
- 10. Research methods and statistical analysis techniques.
- 11. Principles and practices of effective management and supervision with an organization-wide perspective.
- 12. Principles and practices of organization and culture change.
- 13. Principles and practices of sound business communications.
- 14. City human resources policies and labor contract provisions.
- 15. Safety policies and safe work practices applicable to the work.

ABILITY TO:

- 1. Plan, direct, manage, coordinate and integrate the work of a department providing engineering, traffic engineering, land development, capital projects, maintenance, and water treatment and distribution.
- 2. Define complex management, fiscal, budget and strategic planning issues; perform difficult analyses and research, evaluate alternatives, and develop sound conclusions and recommendations.
- 3. Communicate tactfully, respectfully and effectively with the public, both orally and in writing, in a manner consistent with the department's customer service policies.
- 4. Provide effective leadership and coordinate the activities of a municipal organization.
- 5. Select, motivate and evaluate staff, and provide for their training and professional development.
- 6. Analyze and make sound recommendations on complex issues.
- 7. Develop and implement appropriate procedures and controls.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

8. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
9. Understand, interpret, explain and apply applicable laws, codes and ordinances.
10. Be approachable, diplomatic and politically astute, without being political.
11. Represent the City effectively in dealings with other municipalities, community and business organizations, the media and the public in a flexible and unbiased manner and with a high level of integrity.
12. Operate a computer and standard business software and a variety of computer software programs and databases related to area of assignment.
13. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

A typical way of obtaining the knowledge, skills and abilities outlined above is any equivalent combination of the following training and experience:

Graduation from an accredited four-year college or university with a major in civil engineering or a closely related field, and five (5) years of public works experience and three (3) years of management-level experience. A master's degree in business administration or public administration is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

Possession of a valid California Class C driver's license and the ability to maintain insurability under the City's vehicle insurance program is required.

Possession of a valid certificate of registration as a Professional Civil Engineer issued by the California State Licensing Board is highly desirable. Ten percent (10%) certification pay may be available upon verification.

Possession of a valid certificate as a Land Surveyor issued by the California State Licensing Board is desirable.

PHYSICAL AND MENTAL DEMANDS

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

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms;

JOB SPECIFICATION

PHYSICAL AND MENTAL DEMANDS

perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

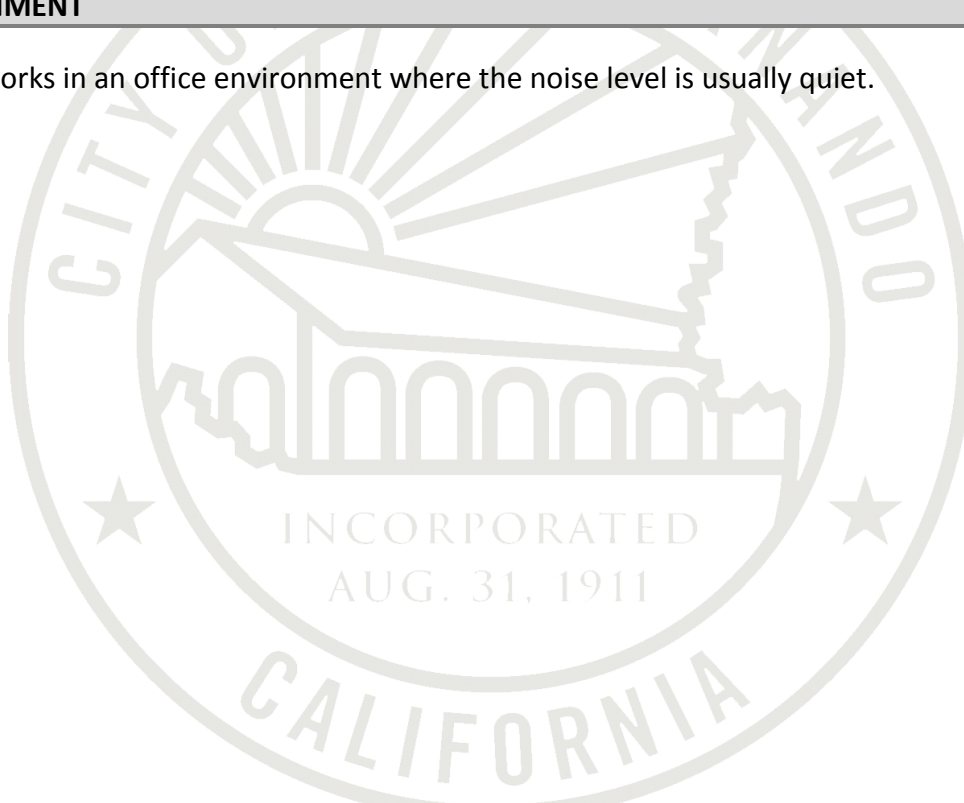
Specific vision abilities required for this job include close vision and the ability to adjust focus.

MENTAL DEMANDS

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

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet.



JOB SPECIFICATION

CLASS TITLE

PAYROLL TECHNICIAN

ADOPTION

RESOLUTION NO.

EFFECTIVE DATE

FLSA DESIGNATION

NON-EXEMPT

GENERAL PURPOSE

Under general supervision, performs a variety of complex payroll and other assigned general accounting processes to ensure the accurate and timely payment of wages, timely deposits of payroll taxes and accurate accrual of benefits; processes accounting transactions, maintains and reconciles assigned accounts and compiles, reviews and verifies data and information to prepare assigned financial and accounting reports; leads and participates in the work of employees engaged in accounting support functions; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Payroll Technician classification is distinguished from other accounting support classifications by the specialization in performing as the lead worker in preparation of City payroll and related financial functions.

The Payroll Technician is a full-time confidential position in the Finance Department with access to confidential records and privileged information.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

1. Processes bi-weekly payroll for all City employees, including collection, review, audit, organization and input of all source documents and time clock systems; verifies accurate reporting of changes in pay, payroll status, benefits, taxes, voluntary contributions and other deductions; validates information entered by human resources staff that affects payroll generation and identifies and resolves discrepancies; ensures timely and accurate payment in accordance with City and governmental policies and procedures.
2. Prepares online file transfers for direct deposits, live checks, deferred compensation, CalPERS, federal and state taxes; prepares checks and direct deposit notices for distribution; processes retiree health benefit checks.
3. Ensures the City meets legal requirements in regard to payroll taxes and garnishments and provides all necessary information and payments to IRS, state tax authorities and other regulatory bodies; enters federal and state withholdings and voluntary deductions; performs manual tax calculations as necessary using federal and state annual tax tables.

JOB SPECIFICATION

ESSENTIAL DUTIES AND RESPONSIBILITIES

4. Maintains and balances tax files for W2 statements; prints and distributes W2 statements to employees; prepares State Controller's report for salary and benefits following established guidelines; updates new tax data into payroll system and verifies new data on health premiums annually.
5. Maintains subsidiary ledger and assigned general ledger accounts; reconciles and makes appropriate adjusting entries to accounts, often involving analysis to identify the basis for variances and out-of-balance conditions; exports or downloads data from one system to another in conducting analyses and generating daily and periodic reports.
6. Counts, audits and verifies daily receipts from Accounting Assistants' cashiering activities, including check, cash and credit card totals; audits and verifies daily deposits; reviews and verifies financial report totals and identifies, researches and corrects errors, within established policies and procedures; performs month-end balancing of assigned general ledger accounts and transactions.
7. Leads, provides work guidance and direction and participates in the work of unit members; participates in scheduling, assigning and monitoring work of other employees for completeness, accuracy and conformance with City and departmental standards; provides information, instruction and training on work processes, proper uses of equipment and safe work practices; provides input to supervisor on employee work performance and behaviors; estimates personnel, equipment and material requirements for assigned jobs; may order work materials and supplies; assists in ensuring a fair and open work environment in accordance with the City's commitment to teamwork, mutual trust and respect.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

1. Advanced methods, practices, documents and terminology used in payroll recordkeeping.
2. Federal and state laws, regulations and MOU provisions applicable to timekeeping, payroll preparation and pay reporting.
3. Accounting and internal control policies and procedures.
4. City ordinances, codes, policy, procedures and practices for processing and recording accounts payable, accounts receivable and related financial transactions.
5. Operations of the City's various financial systems.
6. Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
7. Safety policies and safe work practices applicable to the work.
8. Records management, recordkeeping, filing and basic payroll practices and procedures.
9. Uses and operations of computers, standard business software and specialized database and spreadsheet applications.

JOB SPECIFICATION

MINIMUM QUALIFICATIONS

10. Basic principles and practices of employee supervision.

ABILITY TO:

1. Assign and inspect the work of accounting support staff.
2. Ensure accurate and timely payment of wages to City employees.
3. Analyze, balance and reconcile complicated financial data and accounts.
4. Operate a computer, standard business software and a variety of computer software programs and databases related to area of assignment.
5. Reach sound decisions in accordance with City policies and procedures.
6. Prepare clear and accurate reports, documents, data entries and files.
7. Communicate effectively, both orally and in writing.
8. Understand and follow written and oral instructions.
9. Use tact and diplomacy when dealing with sensitive, complex and/or confidential issues and situations.
10. Establish and maintain effective working relationships with all those encountered in the course of work.

EDUCATION, TRAINING AND EXPERIENCE:

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

Graduation from an associate degree program in accounting or bookkeeping, and at least four years of progressively responsible experience in financial or statistical recordkeeping duties; or an equivalent combination of training and experience. Experience in a public agency is preferred.

LICENSES; CERTIFICATES; SPECIAL REQUIREMENTS:

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

PHYSICAL AND MENTAL DEMANDS

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

JOB SPECIFICATION

PHYSICAL AND MENTAL DEMANDS

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists. The employee is frequently required to lift up to 10 pounds unaided.

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

MENTAL DEMANDS

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

WORK ENVIRONMENT

The employee works in an office environment where the noise level is usually quiet.

ATTACHMENT “B”**RESOLUTION NO. 7830**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF
SECTIONS 2 AND 3 OF RESOLUTION NO. 7796, THE FISCAL
YEAR 2017-2018 SALARY PLAN, ADOPTED JUNE 19, 2017, AND
RESOLUTION NO. 7692 ADOPTED AUGUST 3, 2015**

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

SECTION 1: That that portion of subsection (A) of Section 2, and subsection (F) of Section 3 of Resolution No. 7796, the Fiscal Year (FY) 2017-2018 Salary Plan, adopted June 19, 2017, as well as Resolution No. 7692 establishing the salary and benefits for Department Heads, adopted August 3, 2015, as amended, be further amended by deleting the titles/classifications, salary range numbers, and salary steps for “Director of Public Works/City Engineer,” “Deputy City Manager/Director of Public Works,” and “Senior Account Clerk II,” and adding thereto the titles/classifications, salary range numbers, and salary steps for the following positions as follows:

<u>CLASSIFICATION</u>	<u>SALARY RANGE NUMBER</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Director of Public Works	79M	9881	10375	10893	11439	12009
Payroll Technician	68C	3930	4127	4331	4547	4775

SECTION 2: That that portion of subsection (F) of Section 3 of Resolution No. 7796, the Fiscal Year (FY) 2017-2018 Salary Plan, adopted June 19, 2017, as well as Resolution No. 7692 establishing the salary and benefits for Department Heads, adopted August 3, 2015, and all Resolutions amendatory thereof be further amended by adding the following section:

- a) **SPECIAL PAY:** If an incumbent appointed as “Director of Public Works” demonstrates that he/she possesses registration as a Professional Civil Engineer in the State of California, he/she will also be designated as “City Engineer,” and shall perform the required duties thereof, and shall receive ten percent (10%) special assignment pay on top of their base salary.

SECTION 3: Except as amended herein, all other provisions of the Resolution No. 7796, the FY 2017-2018 Salary Plan, adopted June 19, 2017, as well as Resolution No. 7692 establishing the salary and benefits for Department Heads, adopted August 3, 2015, remains unchanged and in full force and effect.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4th day of December, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "C"

RESOLUTION NO. 7831

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF
SECTION 1 OF RESOLUTION NO. 7797, THE FISCAL YEAR
2017-2018 TABLE OF ORGANIZATION, ADOPTED JUNE 19, 2017**

WHEREAS, the City Council of the City of San Fernando has adopted the Fiscal Year (FY) 2017-2018 Table of Organization on June 19, 2016, per Resolution No. 7797; and

WHEREAS, the Table of Organization as adopted for FY 2017-2018 has provisions for assignment of various positions and classifications to specific departments, divisions and activities by titles and numbers; and

WHEREAS, the City Council adopted new job specifications for Payroll Technician and Director of Public Works that impacted the assignment of certain positions and classifications; and

WHEREAS, it is necessary that said positions and classifications be assigned to specific departments, divisions and activities by titles and numbers;

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

SECTION 1: That that portion of the said Table of Organization adopted on June 19, 2017, per Resolution No.7797, be further amended by respectively deleting the "Senior Account Clerk II" job title listed under "Finance Department," as well as the "Director of Public Works/City Engineer" job title listed under "Public Works Department," and replacing with the correct titles as follows:

<u>DEPARTMENT/TITLE</u>	<u>BUDGETED HOURS PER WEEK</u>	<u>FULLTIME EQUIVALENT (FTE) STATUS</u>	<u>AVERAGE NUMBER OF PERSONNEL IN POSITION</u>
<u>Finance</u>			
Payroll Technician	40	1	1
<u>Public Works</u>			
Director of Public Works	40	1	1

SECTION 2: Except as amended herein, all other provisions of the said Table of Organization adopted on June 19, 2017, per Resolution No.7797, remain unchanged and in full force and effect.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4th day of December, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Kenneth Jones, Public Works Management Analyst

Date: December 4, 2017

Subject: Consideration to Adopt Resolutions to Accept and Appropriate Grant Funds Awarded by the Los Angeles County Metropolitan Transportation Authority for San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7827 (Attachment "A"), accepting funds in the amount of \$775,376 awarded to the City by the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project- Project ID# F9313;
- b. Authorize the City Manager to execute a Grant Agreement with the LACMTA (Attachment "B" – Contract No. 1874) and if necessary, make non-substantial changes to agreement language; and
- c. Adopt Resolution No. 7828 (Attachment "C") amending the Fiscal Year (FY) 2017-2018 adopted Capital Improvement budget appropriating the grant expenditures and revenues for the San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project; and
- d. Authorize the City Manager to execute the Project Readiness Certification (Attachment "D").

BACKGROUND:

1. In 2015, the City of San Fernando applied for a Proposition C Call for Projects grant in the amount of \$775,376 in LACMTA funding for the San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project.
2. The City was recently notified by the State that it was selected as a grant recipient under this grant program.

Consideration to Adopt Resolutions to Accept and Appropriate Grant Funds Awarded by the Los Angeles County Metropolitan Transportation Authority for San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project

Page 2 of 4

ANALYSIS:

California State law requires each public agency operate and maintain traffic signals. This includes Traffic Signal Synchronization Project (TSSP) improvements within the public right-of-way. The City currently operates, provides maintenance to and maintains the timing of its traffic signals the City seeks to implement an integrated citywide signal synchronization system within its limits.

Traffic Signal Synchronization is a method of timing groups of traffic signals along an arterial street to provide for smooth movement of traffic with minimal stops, thereby reducing delays which result in a better flow of traffic and minimizes gas consumption and pollutant emissions experienced by motorists.

The way traffic signal synchronization works is by calculating the arrival time for a group of vehicles at each intersection traveling at a specified speed, and then the traffic signals are strategically timed to turn green just as the group of vehicles arrive at each intersection. In order for the traffic signals to be synchronized, a group of signals must all be set to run on the same cycle length (the amount of time it takes for the signal to go from green to yellow to red, and back to green again), after the cross street has been serviced.

While traffic signal synchronization improves traffic flows, its benefits are more pronounced under certain conditions. Not all City streets warrant coordination. Typically, a street is selected for synchronization if it carries a higher amount of traffic along the arterial during peak hours.

About the Project

The proposed project will improve the flow of traffic along two major north-south arterials and four major east-west arterials within the City as well as improve the efficiency of LACMTA bus line operations by providing bus speed improvements that will reduce traffic queuing.

The project consists of the synchronization of 35 signalized intersections along the following arterials within the City of San Fernando (Signalized Intersections: Attachment "E"):

- Truman Street
- Hubbard Street
- Maclay Avenue
- Glenoaks Boulevard
- Brand Boulevard
- San Fernando Mission Boulevard

In addition, the project consists of the reconfiguration of traffic lanes to allow dual turning lanes at Maclay Avenue and Glenoaks Boulevard plus the installation of three changeable

Consideration to Adopt Resolutions to Accept and Appropriate Grant Funds Awarded by the Los Angeles County Metropolitan Transportation Authority for San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project

Page 3 of 4

message signs along Truman and Hubbard Streets. The signal synchronization improvements will include new Automated Traffic Surveillance and Control (ATSAC) compatible controller upgrades at all 35 intersections (Attachment "F") and a new signal heads and mast arm at Maclay Avenue and Glenoaks Boulevard. The project includes funding for wayfinding signs to direct motorists to shared parking locations, commuters to the Sylmar/San Fernando Metrolink Station, and active transportation commuters to major bus stops, bike paths and high impact commercial and public activity destinations.

City of Los Angeles Participation

The City of San Fernando is completely surrounded by Los Angeles; the communities of Sylmar and Pacoima border to the northeast and southwest part of the City while communities of Mission Hills and Granada Hills border to the southwest and northwest part of the City. To ensure that traffic flowing into and through the City of San Fernando from these communities moves with uniform speed and minimal stops, the City will utilize signal controller and software systems that directly integrate (synchronize) with the City of Los Angeles Department of Transportation's (LADOT) ATSAC signal system.

The City met with LADOT staff to request technical assistance for the development of specifications for the City's new ATSAC signal controllers to ensure proper integration with LADOT's ATSAC signal controller synchronization system. LADOT is in support of the project and is willing to assist the City in the design and coordination of the signal synchronization improvement project. Working closely with LADOT will advance the progress of implementing the system and minimize delays and cost overruns.

Project Timeline

MILESTONES	START DATE	END DATE
Operational Plan	January 2018	September 2018
RFP for Design/Award of Contract	September 2018	February 2019
Design Engineering	February 2019	October 2019
RFP for Construction/Award of Contract	October 2019	February 2020
Construction	February 2020	December 2021
Project Completion	December 2021	June 2022

BUDGET IMPACT:

The total cost of the Citywide Signal Synchronization and Bus Speed Improvements Project, which includes both design and construction costs, is \$969,220. Of this amount \$775,376 (80%) is from LACMTA Proposition C grant and the required \$193,844 (20%) local match from unallocated Measure M funds.

Consideration to Adopt Resolutions to Accept and Appropriate Grant Funds Awarded by the Los Angeles County Metropolitan Transportation Authority for San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project

Page 4 of 4

SOURCES		
Fund	Account Number	Allocation
Prop C 25% Grant	009-3686-0510	\$ 775,376
Measure M	024-3210-0510	\$ 193,844
Total Sources:		\$ 969,220

USES		
Activity	Account Number	Cost
Design	009/024-371-0510-4600	\$ 414,000
Construction Engineering	009/024-371-0510-4600	\$ 97,684
Construction	009/024-371-0510-4600	\$ 360,614
Project Administration	009/024-371-0510-4600	\$ 96,922
Expenditures-to-Date (if applicable)		
		\$ 0
Total Uses		\$ 969,220

CONCLUSION:

The City has not implemented an integrated citywide signal synchronization system program. An updated signal system will provide efficient and effective travels throughout the City and lessen congestion and decrease travel times for both the motoring commuters and transit riders.

ATTACHMENTS:

- A. Resolution No. 7827
- B. Contract No. 1874
- C. Resolution No. 7828
- D. Project Readiness Certification
- E. Signalized Intersections Map
- F. List of Intersections

ATTACHMENT “A”**RESOLUTION NO. 7827**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AUTHORIZING THE
EXECUTION OF A CALL FOR PROJECTS PROPOSITION C
FUNDING AGREEMENT WITH THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY FOR THE
SAN FERNANDO CITYWIDE SIGNAL SYNCHRONIZATION
AND BUS SPEED IMPROVEMENTS PROJECT**

WHEREAS, funding for the Call for Projects comes from a variety of local, state, and federal sources;

WHEREAS, the City of San Fernando submitted an application for a Call for Projects Proposition C Grant to complete design and construction of the San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project;

WHEREAS, as part of the 2015 Call for Projects, the Los Angeles County Metropolitan Transit Authority Board of Directors, at its meeting on September 24, 2015, authorized a grant to the City of San Fernando for its Citywide Signal Synchronization and Bus Speed Improvements Project;

WHEREAS, Los Angeles County Metropolitan Transportation Authority is responsible for the administration of the Call for Projects Proposition C grant and has approved the City of San Fernando’s submittal under this grant program.

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

SECTION 1. The City Manager (“the Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the City of San Fernando, a funding agreement from the Los Angeles County Metropolitan Transportation Authority for the design and construction of the San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project.

SECTION 2. This Authorized Representative, or his/her designee, is designated to represent the City of San Fernando in carrying out the City’s responsibilities under the funding agreement, including certifying disbursement requests on behalf of the City and in compliance with applicable requirements.

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4th day of December, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"
CONTRACT NO. 1874FTIP#:
IAF9313
PPNO N/A

920000000F9313

CFP# F9313
Funding Agreement No.**CALL FOR PROJECTS**
PROPOSITION C
FUNDING
AGREEMENT

This Funding Agreement ("Agreement") is made and entered into effective as of December 15, 2017 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of San Fernando ("GRANTEE"), for San Fernando Citywide Signal Synchronization and Bus Speed Improvements - LACMTA Call for Projects ID# F9313 and FTIP# LAF9313 (the "Project").

WHEREAS, as part of the 2015 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2015, authorized a grant to GRANTEE, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Project Funding
4. Attachment B - Scope of Work
5. Attachment C - Reporting and Expenditure Guidelines
6. Attachment C-1 - Quarterly Progress/Expenditure Report
7. Attachment D - Federal Transportation Improvement Program (FTIP) Sheet
8. Attachment E-1 - ITS Architecture Consistency Self-Certification Form
9. Attachment E-2 - Signal Synchronization and Bus Speed Improvement Program Special Grant Conditions
10. Attachment E-3 - Sustainable Design Elements Requirements
11. Attachment F - Project Readiness Certification
12. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

FTIP#: LAF9313
PPNO N/A

CFP# F9313
Funding Agreement No. 920000000F9313

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____

Deputy

Date: 11/9/17

GRANTEE:

City of San Fernando

By: _____

Alex P. Meyerhoff
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Rick R. Olivarez
City Attorney

Date: _____

FTIP#: LAF9313
PPNO N/A

CFP# F9313
Funding Agreement No. 920000000F9313

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): San Fernando Citywide Signal Synchronization and Bus Speed Improvements. LACMTA Call for Projects ID# F9313, FTIP # LAF9313.
2. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 25% funds in the amount of \$775,376 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 24, 2015, granted the Funds to GRANTEE for the Project. The Funds are programmed over three years, Fiscal Years (FY) 2017-18; FY 2018-19; and FY 2019-20. LACMTA Board of Directors' action approved Funds for FY 2017-18 only in the amount of \$76,890. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to GRANTEE.
3. The Project Funding documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds granted by LACMTA and GRANTEE'S local match requirement (the "GRANTEE Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
4. GRANTEE shall complete the Project as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Attachment B. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 9.
5. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (Attachment C). The form of the Quarterly Progress/Expenditure Report is attached as Attachment C-1. LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work.
6. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment D and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://program.metro.net>. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect

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GRANTEE'S ability to access funding, delay the Project and may ultimately result in the Funds being lapsed. LACMTA shall review and approve any changes GRANTEE makes to the FTIP prior to incorporating such changes in to the TIP.

7. The "Los Angeles County Regional ITS Architecture Consistency Self-Certification Form" is attached as Attachment E-1. GRANTEE shall complete and submit the form as set forth in Attachment E-1.

8. The "Signal Synchronization and Bus Speed Improvement Program Special Grants Conditions" is attached as Attachment E-2. GRANTEE shall comply with the Special Grants Conditions as set forth in Attachment E-2.

9. The "Sustainable Design Elements Requirements Special Grant Conditions" is attached as Attachment E-3. GRANTEE shall comply with the Special Grant Conditions as set forth in Attachment E-3.

10. An executed "Project Readiness Certification" is attached as Attachment E, which is evidence that GRANTEE can appropriately fund and staff the Project so that the Project can be completed in a timely manner.

11. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE.

12. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Shrota Sharma; Mail Stop 99-22-9
Email: sharmas@metro.net

GRANTEE's Address:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attention: Manuel Fabian
Email: mfabian@sfcity.org

13. On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, GRANTEE must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE

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as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

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PART II

GENERAL TERMS OF THE AGREEMENT

1. TERM:

1.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting Guidelines (Attachment C) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# F9313 and FA# 920000000F9313

LACMTA Project Manager: Shrota Sharma; Mail Stop 99-22-9

3. USE OF FUNDS:

3.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

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3.2 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, GRANTEE shall not use the Funds for any expenses or activities beyond the approved Scope of Work (Attachment B).

*3.3 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE'S contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

*3.4 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form (Attachment E-1). For the ITS policy and form, also see http://www.metro.net/projects/call_projects/.

3.6 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://www.metro.net/projects/call_projects/.

3.7 GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was approved. The Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If GRANTEE desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, GRANTEE must obtain LACMTA's written consent prior to purchasing or

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leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, GRANTEE will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain LACMTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.12 GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

4. DISBURSEMENT OF FUNDS:

4.1 GRANTEE shall submit the Quarterly Progress/Expenditure Report (Attachment C-1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within 10 days of the due date and/or GRANTEE submits incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular

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quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at http://www.metro.net/projects/call_projects/call_projects-reference-documents/.

4.4 GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 GRANTEE shall demonstrate that the GRANTEE Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

4.6 Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.7 Any Funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE'S own risk.

4.8 Commencing with the Effective Date, Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment B - Scope of Work. Funds for subsequent Project milestones will not be available until GRANTEE provides evidence that the current Project milestone has been completed, or is clearly on track to be completed on the approved schedule stated in Attachment B, as determined by LACMTA.

5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

*5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in

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accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. GRANTEE'S eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment C) and 2 CFR Subtitle A, Chapter II, Part 200. The allowability of costs for GRANTEE'S contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or, 48 CFR Part 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

*5.2 GRANTEE'S records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

*5.3 GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

*5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

*5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA

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in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

*5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

*5.8 GRANTEE shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 FAR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on GRANTEE'S own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 GRANTEE shall be responsible for any and all cost overruns for the Project.

7.4 At any time, if GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding.

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7.5 If, at the time of final voucher, available funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another GRANTEE. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

8. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

8.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the Agreement; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) expending the Funds granted under this Agreement for allowable costs by June 30, 2022 (lapse date), within 36 months from July 1 of the FY 2019-20, final Fiscal Year in which funds are programmed.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the Agreement. If the Project

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does not meet the milestone due dates as agreed upon in the Agreement, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the Agreement (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the Agreement, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the Agreement, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the Agreement.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.

9. **DEFAULT:** A Default under this Agreement is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein or in the Guidelines; (ii) GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

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10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. COMMUNICATIONS:

*11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

*11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

*11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

*11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions

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or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 In the event that there is any court (proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

*12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

*12.5 GRANTEE shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.6 GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 GRANTEE shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

FTIP#: LAF9313
PPNO N/A

CFP# F9313
Funding Agreement No. 920000000F9313

12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10 GRANTEE will advise LACMTA prior to any key Project staffing changes.

12.11 GRANTEE in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A - PROJECT FUNDING

CFP#: F9313
FTIP#: LAF9313

FA# 920000000F9313

PROJECT TITLE: San Fernando Citywide Signal Synchronization and Bus Speed Improvements

GRANTEE/ PROJECT SPONSOR: City of San Fernando
(\$ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

[illegible]

FTIP#: LAF9313
PPNO N/A

CFP# F9313
FA# 920000000F9313

ATTACHMENT B

SCOPE OF WORK

PROJECT LOCATION

The project is located in the City of San Fernando (City) on the following arterial: Truman Street, Hubbard Street, Maclay Avenue, Glenoaks Boulevard, Brand Boulevard, and San Fernando Mission Boulevard.

PROJECT BACKGROUND

This project improves the operation and efficiency along two major north-south arterials and four major east-west arterials within the City. Synchronizing the signals along the City's six arterials will help improve the bus lines' operations and efficiency by providing bus speed improvements at signalized intersections in order to reduce traffic queuing.

PROJECT DESCRIPTION

The project will synchronize signals along the following corridors: Truman Street (6 intersections), Hubbard Street (4 intersections), Maclay Avenue (7 intersections), Glenoaks Boulevard (5 intersections), Brand Boulevard (6 intersections), and San Fernando Mission Boulevard (7 intersections). The signal improvements will also include new ATSAC compatible controller upgrades at the 35 intersections.

In addition, the project will install minor street improvements such as dual turning lanes at Maclay Avenue and Glenoaks Boulevard; install new signal heads and mast arms at Maclay Avenue and Glenoaks Boulevard; and install three (3) changeable message signs (CMS) along Truman Street and Hubbard Street.

Funds are for design and construction costs. The project must comply with the Signal Synchronization and Bus Speed Improvement Program Special Grant Conditions.

FTIP#: LAF9313
PPNO N/A

CFP# F9313
FA# 920000000F9313

PROJECT SCHEDULE

MILESTONES	START DATE	END DATE
Operational Plan	January 2018	September 2018
RFP for Design & Award Contract	September 2018	February 2019
Design Engineering	February 2019	October 2019
RFP for Construction & Award Contract	October 2019	February 2020
Construction	February 2020	December 2021
Project Completion	December 2021	June 2022

PROJECT COST

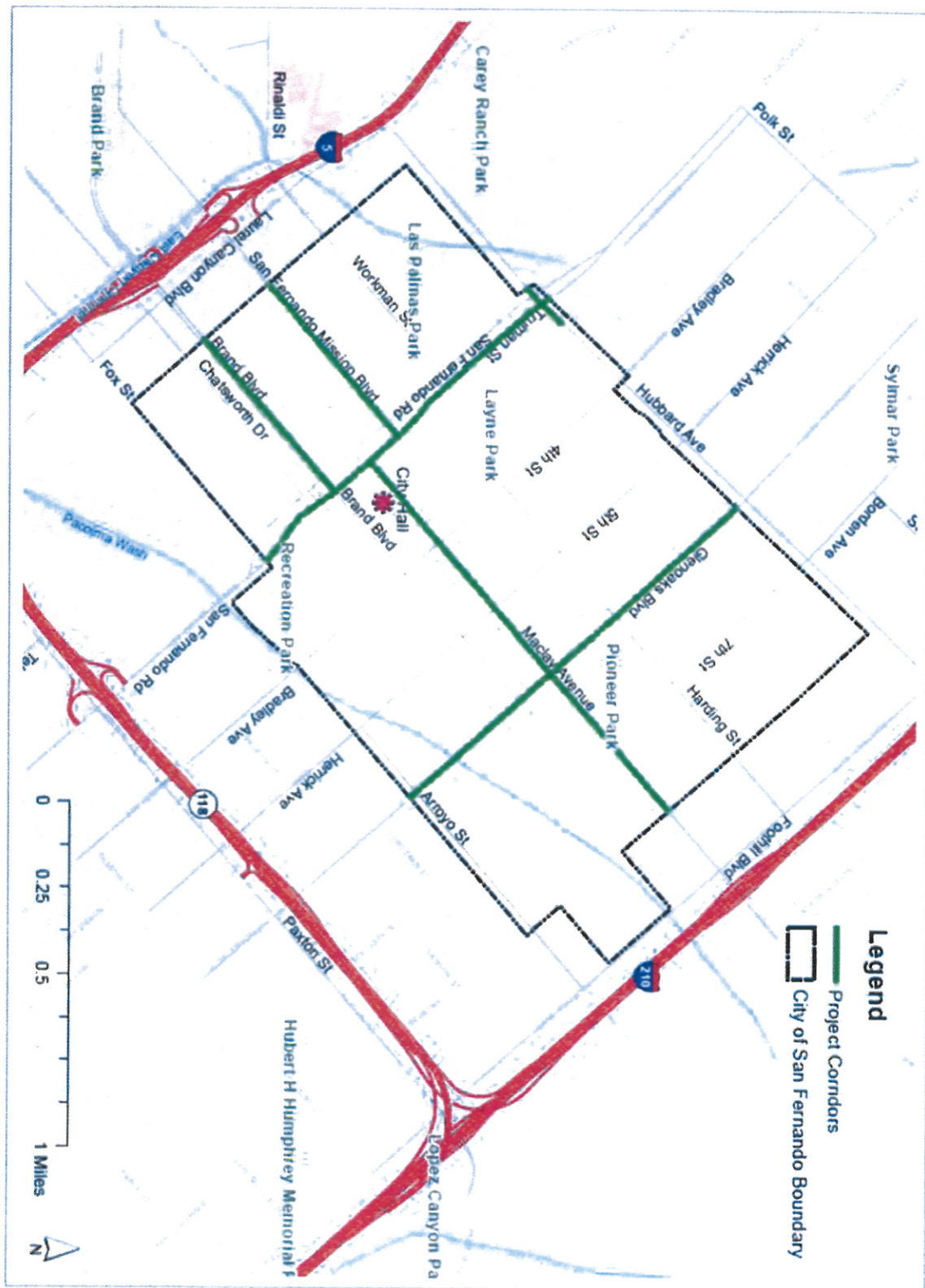
ITEMS	
Design Engineering	\$414,000
Construction	\$360,614
Construction Engineering	\$97,684
Project Administration	\$96,922
TOTAL PROJECT COST	\$969,220

*Funds are requested for design and construction costs.

FTIP#: LAF9313
PPNO N/A

CFP# F9313
FA# 920000000F9313

PROJECT LOCATION MAP



FA ATTACHMENT C REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment C-1) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (FA Attachment B) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment B). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her/her designee.

DEFINITIONS

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”,

please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- **Ineligible Expenditures:** Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.

LACMTA FA ATTACHMENT C-1

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000F
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may not be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION**PROJECT TITLE:** _____**FA #:** _____**QUARTERLY REPORT SUBMITTED FOR:**

Fiscal Year : ☐ 2014-2015 ☐ 2015-2016 ☐ 2016-2017
 ☐ 2017-2018 ☐ 2018-2019 ☐ 2019-2020

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
 ☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____**LACMTA MODAL CATEGORY:**

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization
☐ TDM ☐ Bicycle ☐ Goods Movement
☐ Transit

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	
Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ On schedule per original FA schedule
 ☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule
 ☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- ☐ Yes
 ☐ No
 ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- ☐ Yes
 ☐ No
 ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
TOTAL				

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107

ACH Request Forms can be found at www.metro.net/callforprojects.

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

ATTACHMENT "D"

Los Angeles Metropolitan Transportation Authority

2019 Federal Transportation Improvement Program (\$000)

TIP ID **LAF9313**Implementing Agency **San Fernando, City of**

Project Description: This project improves operation of 6 major arterials by synchronizing 35 intersections along 6 corridors, minor lane/signal modification & installation of 3 changeable message signs.

SCAG RTP Project #: 11TS04
Study: N/A Is Model: YES Model #:
PM: O - (000) 000-0000
Email: O@o.com
LS: N LS GROUP#:
Conformity Category: TCM Committed

System :Local Hwy Route : Postmile: Distance: Phase: No Project Activity

Completion Date 06/30/2022

Lane # Extd: 4 Lane # Prop: 4 Imprv Desc: 6 signal synchronization intersections; 2 changeable message signs

Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 12/31/2018

Toll Rate: Toll Colc Loc: Toll Method: Hov acs eg loc:

Uza: Los Angeles-Long Beach-Santa Ana

CTIPS ID:

EA #:

PPNO:

Program Code: ITS02 - SIGNAL SYNCHRONIZATION Stop Loc:

	PHASE	PRIOR	18/19	19/20	20/21	21/22	22/23	23/24	BEYOND	PROG TOTAL
	PE									
	RW									
	CON									
	SUBTOTAL									
AGENCY - Agency	PE	\$0	\$0	\$0						\$0
	RW	\$0	\$0	\$0						\$0
	CON	\$19	\$153	\$21						\$193
	SUBTOTAL	\$19	\$153	\$21						\$193
PC25 - Los Angeles County Proposition "C25"	PE	\$0	\$0	\$0						\$0
	RW	\$0	\$0	\$0						\$0
	CON	\$77	\$613	\$85						\$775
	SUBTOTAL	\$77	\$613	\$85						\$775
	TOTAL	\$96	\$766	\$106						\$968
TOTAL PE: \$0					TOTAL RW: \$0				TOTAL CON: \$968	

- General Comment: No project activity at the time of this update. Funding agency confirmed a project completion date; so project completion date has been revised.

- Modeling Comment: No significant change made.

- TCM Comment: No significant change made.

- Narrative:

Project cost stays the same

Programming amount in the active FTIP years stays the same

Changed Project Completion Date:

- from "3/31/2023" to "6/30/2022"

Total project cost remains the same at \$968

No change in project funding

Last Revised **Adoption 19-00 - Submitted**

Change reason: Carry Over, Schedule Funding Sc

Total Cost

\$968


Metro

ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM

This form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. City of San Fernando
2. Kenneth Jones
3. 818-898-1222
4. Kjones@sfcity.org

5. Project Description:

This project improves the operation and efficiency along two major north-south arterials and four major east-west arterials within San Fernando by synchronizing 35 signalized intersections along Truman Street, Hubbard Street, Maclay Avenue, Glenoaks Boulevard, Brand Boulevard and San Fernando Mission Boulevard, reconfiguration of traffic lanes to allow dual turning lanes at Maclay Avenue and Glenoaks Boulevard, and the installation of three changeable message signs at Hubbard Street and Truman and Hubbard Street and Frank Modugno Drive. The improvements will include controller upgrades, new signal heads and mast arm and changeable message signage.

Synchronizing the signals along the City's six arterials will help improve the bus lines' operations and efficiency by providing bus speed improvements at signalized intersections in order to reduce traffic queuing. The signal improvements will include new ATSAC compatible controller upgrades at 35 intersections and new signal heads and mast arm at Maclay Avenue and Glenoaks Boulevard.

6. Identify the ITS elements being implemented and the relevant National Architecture User Service(s), see Attachment A. See last page of this document.

Category 1) Travel and Traffic Management, e.g., Route2015 Call for Projects Application Part III Guidance (changeable message signs), Traffic Control, Category 2) Public Transportation Management, e.g., Public Transportation Management, e.g., En-route Transit Information, and Category 8) Maintenance and Construction Management, e.g., Maintenance and Construction Operations.

7. Outline of the concept of operations for the project.

The project operation involves interconnection of traffic signal systems of 2 north-south arterials and 4 east-west arterial through fiber-optic or wireless communication devices in order to control traffic flow during commuter peak hours in a synchronized manner, de-emphasizing flow along north-south arterial of Truman Street and Glenoaks Boulevard and inform commuters of traffic conditions and Metrolink schedules through use of changeable message signs at Hubbard and Truman Streets, providing signal preemption to transit buses along the Hubbard Street at or near Frank Modugno Drive (Metrolink entrance) to increase bus travel speed. The design and implementation of

**Metro**

ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM

the project will make use of maximum available ITS technology and ITS services in order to achieve maximum benefit for the project.

8. Identify participating agencies roles and responsibilities.

The City of San Fernando is this project's lead agency that will be responsible for its implementation. The city will coordinate the project's operation with the Los Angeles Department of Transportation in order to assure a compatibility and integration with the City's signal synchronization network.

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by FHWA or FTA during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the Operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the Los Angeles County Regional ITS Architecture interface standards if required and conform to the regional configuration management process.

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by FHWA or FTA during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the Los Angeles County Regional ITS Architecture interface standards, if required, and conform to the regional configuration management process.

Signature:

Agency Representative

Date



ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM

Please return this Project Self Certification Form to:

LACMTA, Highway Program

Attention: Mr. Steven Gota, Deputy Executive Officer, Los Angeles County Metropolitan Transportation Authority (LACMTA), One Gateway Plaza, MS 99-22-9, Los Angeles, CA 90012-2952

**Metro**

ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM

ATTACHMENT A

Elements of National ITS Architecture User Services (Version 6.1)

- 1. *Travel and Traffic Management***
 - 1.1 Pre-Trip Travel Information
 - 1.2 En-Route Driver Information
 - 1.3 Route Guidance
 - 1.4 Ride Matching & Reservation
 - 1.5 Traveler Services Information
 - 1.6 Traffic Control
 - 1.7 Incident Management
 - 1.8 Travel Demand Management
 - 1.9 Emissions Testing and Mitigation
 - 1.10 Highway Rail Intersection
- 2. *Public Transportation Management***
 - 2.1 Public Transportation Management
 - 2.2 En-Route Transit Information
 - 2.3 Personalized Public Transit
 - 2.4 Public Travel Security
- 3. *Electronic Payment***
 - 3.1 Electronic Payment Services
- 4. *Commercial Vehicle Operations***
 - 4.1 Commercial Vehicle Electronic Clearance
 - 4.2 Automated Roadside Safety Inspection
 - 4.3 On-Board Safety and Security Monitoring
 - 4.4 Commercial Vehicle Administrative Processes
 - 4.5 Hazardous Material Security and Incident Response
 - 4.6 Freight Mobility
- 5. *Emergency Management***
 - 5.1 Emergency Notification and Personal Security
 - 5.2 Emergency Vehicle Management
 - 5.3 Disaster Response and Evacuation
- 6. *Advanced Vehicle Safety Systems***
 - 6.1 Longitudinal Collision Avoidance
 - 6.2 Lateral Collision Avoidance
 - 6.3 Intersection Collision Avoidance
 - 6.4 Vision Enhancement for crash Avoidance
 - 6.5 Safety readiness
 - 6.6 Pre-Crash Restraint Deployment
 - 6.7 Automated Vehicle Operation
- 7. *Information Management***
 - 7.1 Archived Data
- 8. *Maintenance and Construction Management***
 - 8.1 Maintenance and Construction Operations

ATTACHMENT E-2
SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT PROGRAM
SPECIAL GRANT CONDITIONS

Signal Synchronization and Bus Speed Improvement projects cover a wide variety of traffic engineering measures that can be categorized into four tiers:

- TIER 1** **Conventional Traffic Engineering** – such as coordinated traffic signal timing and functional intersection improvements
 - TIER 2** **Transit Preferential Treatment and Priority Systems** – such as traffic signal priority and bottleneck intersection improvements
 - TIER 3** **Computerized Traffic Control and Monitoring Systems** – such as central traffic control, adaptive traffic control, advanced transportation management, enhanced detection, and arterial performance measurement systems
 - TIER 4** **Intelligent Transportation Systems (ITS)** – such as multi-agency system integration, advanced traveler information systems, changeable message signs, and CCTV distribution networks
-
- 1. Grantee is required to attend the LACMTA Arterial ITS Committee Meetings quarterly. Grantee shall provide the opportunity to LACMTA staff, other affected agencies and/or the Arterial ITS Committee, to review, comment and participate on all aspects of the Project implementation to achieve multi-jurisdictional consensus, including, but not limited to, scope of work, consultant selection, PS&E, system design, bid documents and Project deliverables.
 - 2. Grantee shall conform the Project scope of work and engineering design to the LACMTA's Signal Synchronization and Bus Speed Improvement Program Guidelines.
 - 3. Grantee shall cooperate with the regional Traffic Forum, a collection of agencies that make up a specific sub-region, and shall not advertise the Project for bid to begin construction before all affected agencies and/or regional Traffic Forum members have fully executed an agreement regarding the maintenance and operation of traffic signal synchronization system(s) along multi-jurisdictional corridor(s). Grantee shall deliver a copy of the fully executed agreement to LACMTA within seven (7) days from the date of full execution.
 - 4. Grantee shall commit and/or secure non-LACMTA funds to maintain and operate the Project improvements. Grantee's failure to provide proper maintenance and operation of the Project improvements may jeopardize future LACMTA funding. Additionally, Grantee's Project shall not make major equipment or timing-plan changes on other Metro Call for Projects funded projects, including but not limited the regional Traffic Forum projects, within the first two years of Grantee's Project implementation/system operation without LACMTA or lead agency prior written approval. The obligations set forth in this section shall survive the expiration or termination of this Agreement.

5. For all Tier 3 and Tier 4 project developments, Grantee shall design for system compatibility with the arterial traffic control open system architecture. Grantee shall coordinate the system design through LACMTA staff to allow communication with the Information Exchange Network (IEN).
6. Grantee shall make available all data from the Project, including, without limitation, improvements and inventory data, to LACMTA upon request.

Grantee shall:

- a. provide real-time traffic data from the Project, if available, to the County (IEN)
- b. allow for archiving through the Regional Integration of ITS (RIITS) Network or any regional ITS software for regional corridor performance evaluation and monitoring purpose
- c. populate ITS FIRST inventory tool with data upon completion of project

The obligations set forth in this section shall survive the expiration or termination of this Agreement.

7. It is understood that the LACMTA/Grantee participation ratio established for this Project will apply to the total Project cost and not to the individual Project elements as defined and estimated in Attachment B.

FTIP#: LAF9313

CFP# F9313
FA# 920000000F9313

**ATTACHMENT E-3
SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS
SPECIAL GRANT CONDITIONS**

1. Grantee shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:
 - a. Grantee shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Grantee shall be responsible for contacting the LACMTA Sustainability Policy Manager.
 - b. Grantee shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:
 1. A list of the sustainable design elements which will be included in the Project.
 2. A summary description of mitigation measures committed through project environmental review.
 3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Grantee desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Grantee intends to use.
 4. A description of how Grantee will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

The "Alternative Metrics" is defined as any alternative metrics that exceeds business-as-usual performance in the following areas: energy and water use; waste reduction; stormwater management; and reduction of urban heat island effects, as applicable to the Scope of Work. Grantee may cite performance metrics from standardized sources including but not limited to LEED, LEED-ND, Envision, and Sites Initiative.

2. Prior to initiation of the construction phase of the Project, Grantee must be found in compliance with the Plan. Grantee's compliance with the Plan can be determined in one of two ways: the LACMTA Sustainability Policy Manager shall determine and certify Grantee's compliance with the Plan or the Grantee must provide written self-certification of compliance to the LACMTA Sustainability Policy Manager with these conditions found in Section 1(b).

FTIP#: LAF9313

**CFP# F9313
FA# 920000000F9313**

3. Grantee shall report on the implementation of the Plan. As part of the Project closeout, Grantee shall certify that the Plan has been completed, with approval from the LACMTA Sustainability Policy Manager.
4. LACMTA's Sustainability Policy Manager Contact Information: **Jacob Lieb**
liebj@metro.net
(213) 922-4132



FA Attachment F PROJECT READINESS CERTIFICATION

As part of the 2015 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE for the San Fernando Citywide Signal Synchronization and Bus Speed Improvements (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE must assure LACMTA that GRANTEE has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as City Manager for the City of San Fernando, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

Signature

Date

- 1) GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption

- 2) GRANTEE hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost
\$ 775,376	\$ 193,844	\$ 969,220

- 3) GRANTEE hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility
Manuel Fabian	Civil Eng. Asst. II	40
Kenneth Jones	Management Analyst	40
TBD	Dir. of Public Works	20

- 4) GRANTEE hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2022

- 5) GRANTEE has submitted all of the foregoing to the Governing Authority of GRANTEE for approval in the date set forth below.

Date of Governing Authority Approval

ATTACHMENT "C"**RESOLUTION NO. 7828****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE CIP BUDGET
FOR THE FISCAL YEAR 2017-2018 ADOPTED ON JUNE 19, 2017**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2017-18, commencing July 1, 2017, and ending June 30, 2018; and

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

WHEREAS, the City's requires funding from multiple sources to complete the San Fernando Citywide Signal Synchronization and Bus Speed Improvements Project; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018, a copy of which is on file in the City Clerk's Office, was adopted on June 19, 2017.

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

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

CAPITAL GRANTS: Prop C Citywide Signal Synchronization (010):

Increase in Expenditures	\$775,000
009-371-0510-4600	

Increase in Revenues	\$775,000
009-3686-0510	

GENERAL FUND: Capital Projects (001-371):

Increase in Expenditures	\$193,844
024-371-0510-4600	

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4th day of December, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



FA Attachment F PROJECT READINESS CERTIFICATION

As part of the 2015 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE for the San Fernando Citywide Signal Synchronization and Bus Speed Improvements (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE must assure LACMTA that GRANTEE has taken the necessary steps to ensure that the Project will be Appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as City Manager for the City of San Fernando, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

Signature

Date

- 1) GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

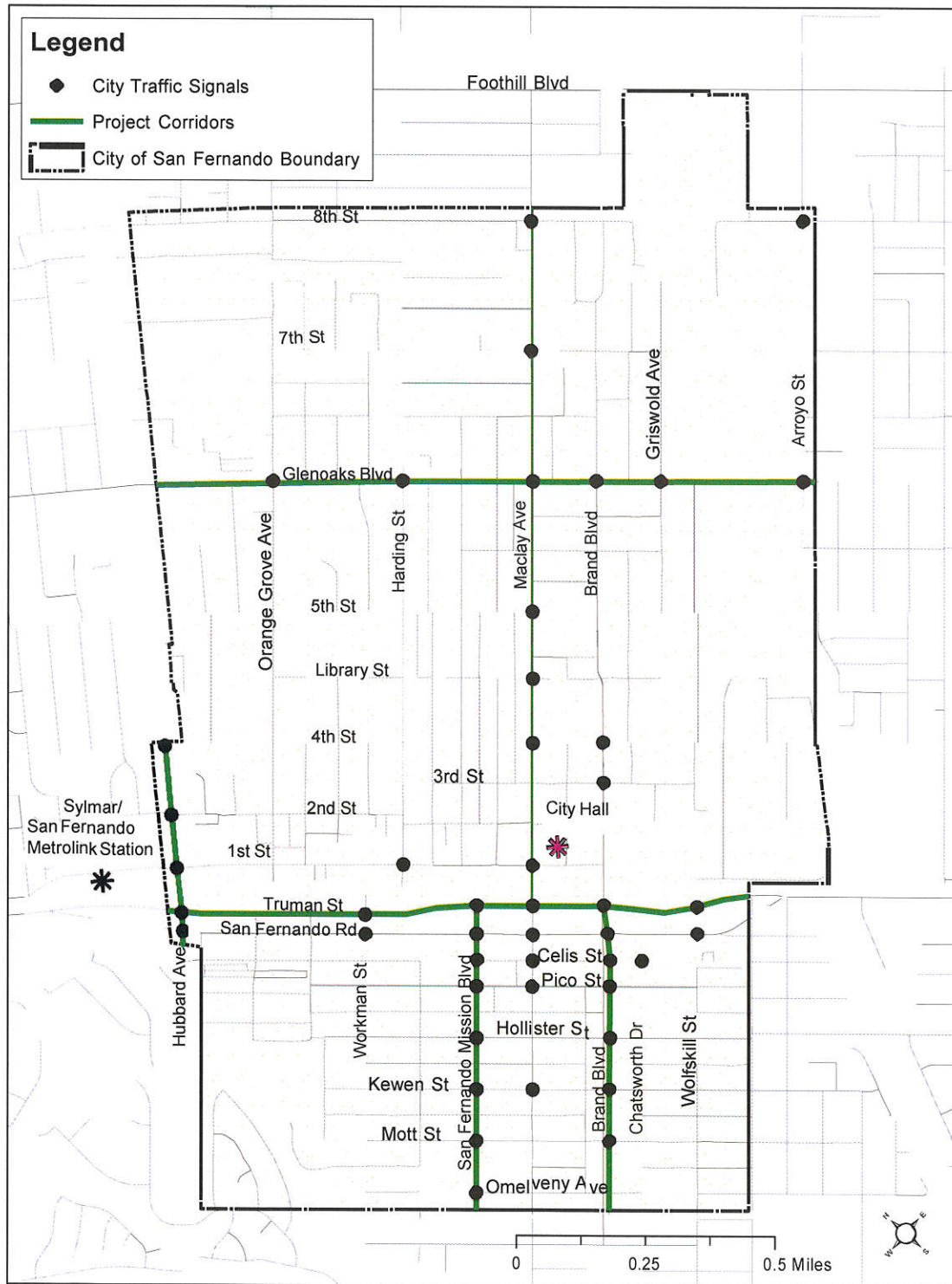
Date of Adoption

- 2) GRANTEE hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost
\$ 775,376	\$ 193,844	\$ 969,220

ATTACHMENT "E"

Location of Signalized Intersections within the City of San Fernando



Signal Synchronization Intersections (6)					
<u>Truman Street</u>	<u>Hubbard Avenue</u>	<u>Maclay Avenue</u>	<u>Glenoaks Boulevard</u>	<u>Brand Boulevard</u>	<u>San Fernando Mission Boulevard</u>
Wolfskill Street	Frank Modugno Drive/First St	First Street	Griswold Avenue	Celis Street	San Fernando Road
Brand Boulevard	San Fernando Road	Library Street	Brand Boulevard	Pico Street	Celis Street
Maclay Avenue	Fourth Street	Fifth Street	Harding Avenue	Hollister Street	Pico Street
San Fernando Mission Blvd	Second Street	Glenoaks Boulevard	Orange Grove Avenue	Kewen Street	Hollister Street
Workman Street		Seventh Street	Arroyo Avenue	Mott Street	Kewen Street
Hubbard Avenue		Eight Street		San Fernando Road	Mott Street
		Fourth Street			O'Melveny Street
Signal Synchronization Intersections TOTALS (35)					
6	4	7	5	6	7

Transit Lines					
Metro 794 Rapid	Metrolink Sylmar Station			Metro 734 Rapid	
Metro 224, 94	Metro 230	Metro 234	Metro 292	CE573, 574, Metro 234	Metro 230, 239

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Director of Finance

Date: December 4, 2017

Subject: Consideration to Approve a Second Amendment to the Master Agreement with JWA Urban Consultants, Inc. to Provide Community Development Project Management Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Second Amendment to the Master Agreement (Attachment "A" - Contract No. 1866(b)), with JWA Urban Consultants, Inc. to increase total compensation to an amount not-to-exceed \$125,000; and
- b. Authorize the City Manager to make non-substantive edits and execute all related documents.

BACKGROUND:

1. On February 23, 2017, Community Development Director Federico Ramirez announced his resignation from the City, effective March 1, 2017, to pursue another career opportunity.
2. On March 20, 2017, the Interim City Manager proposed a temporary reorganization of the Community Development Department to ensure that day-to-day operations were not significantly impacted until a permanent Director is appointed. The proposed reorganization included:
 - a. Holding the vacant Community Development Director open through the end of the fiscal year;
 - b. Temporarily appointing the current Associate Planner to Interim Senior Planner with supervisory responsibility over day-to-day operations of the Planning Division;

Consideration to Approve a Second Amendment to the Master Agreement with JWA Urban Consultants, Inc. to Provide Community Development Project Management ServicesPage 2 of 3

- c. Hiring a contract Associate Planner for three days (24 hours) per week through an existing on-call contract with Evan Brooks Associates, to be supervised by the Interim Senior Planner;
 - d. Temporarily appointing a Community Preservation Officer to Community Preservation Supervisor with supervisory responsibility over the day-to-day operations of Community Preservation (Code Enforcement) and Graffiti;
 - e. Hiring a contract Building Official for plan check review and other Building Official duties through an existing on-call contract;
 - f. Department level direction, project management, and oversight, including approval of contracts, purchase orders, invoices, and time off, to be provided by the Interim City Manager; and
 - g. Continue the proposed reorganization until a permanent or Interim Community Development Director was appointed, at which time staff would revert back to their current positions and the City would discontinue the services of contract staff.
- 3. On March 20, 2017, the City Council supported the reorganization with the caveat that the Interim City Manager continue to search for an Interim Community Development Director and provide periodic updates.
 - 4. On July 5, 2017, the Interim City Manager executed an Administrative Contract with JWA Urban Consultants, Inc. to provide Interim Community Development Director services for an amount not-to-exceed \$25,000 (Attachment "A," Exhibit "A").
 - 5. On September 18, 2017, the City Council approved a First Amendment to the Master Agreement with JWA Urban Consultants, Inc. to increase the total compensation to an amount not-to-exceed \$75,000 (Attachment "A," Exhibit "B").
 - 6. A permanent Director of Community Development has been offered the position and is schedule to start in January 2018.

ANALYSIS:

Through JWA Urban Consultants, Inc., Jack Wong has provided Community Development consultation and served in the capacity of Interim Community Development Director since July 5, 2017. Mr. Wong has more than 35 years of experience in Planning and Community Development and has served as the Director of Community Development for the City of Huntington Park and Interim Director of Community Development for the cities of Baldwin Park, Monterey Park, Maywood and San Gabriel.

Consideration to Approve a Second Amendment to the Master Agreement with JWA Urban Consultants, Inc. to Provide Community Development Project Management ServicesPage 3 of 3

Mr. Wong's services have been critical to moving the Transit Oriented Development (TOD) Overlay zone project forward and keeping it on the Metro approved schedule. He has also been integral in addressing the staffing shortfall in the Community Development Department. Staff is recommending increasing the contract with JWA Urban Consultants, Inc. to provide funding authorization through March 2018, or until a permanent Director of Community Development is appointed.

BUDGET IMPACT:

The cost of the proposed contract increases will be offset by savings from the vacant Community Development Director and Associate Planner positions.

CONCLUSION:

Staff recommends approving the increase to continue the services required to operate the Planning Division and move forward on a number of critical Planning and Community Development related projects until a permanent Community Development Director is appointed.

ATTACHMENTS:

- A. Proposed Second Amendment – Contract No. 1866(b)
 - Exhibit A – Contract No. 1866
 - Exhibit B – Contract No. 1866(a)

ATTACHMENT "A"
CONTRACT NO. 1866(b)

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

JWA Urban Consultants, Inc.

Community Development Project Management Services

THIS SECOND AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Community Development Project Management Services" Contract No. 1866 dated July 5, 2017 (hereinafter, "Master Agreement") and amended on September 18, 2017, is hereby made and entered into this 4th day of December, 2017 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and JWA Urban Consultants, Inc. (hereinafter, "CONSULTANT"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, execution of the Master Agreement was executed by the Parties on July 5, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, a First Amendment to the Master Agreement was executed by the Parties on September 18, 2017 (A true and correct copy of the First Amendment is attached and incorporated hereto as Exhibit "B") to increase the compensation under the Agreement to an amount Not-To-Exceed \$75,000; and

WHEREAS, the Parties now wish to modify the Master Agreement, as amended, by increasing the total compensation to an amount Not-To-Exceed \$125,000 as a result of additional Community Development Project Management services, primarily related to the Corridors Specific Plan Overlay Zone project and other economic development related projects as assigned; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by the First Amendment and this Second Amendment; and

WHEREAS, this Second Amendment was approved by the City Council at its meeting of December 4, 2017 under Agenda Item No. ____.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement, as amended by the First Amendment, shall not exceed the budgeted aggregate sum of \$125,000.

SECTION 2. Except as otherwise set forth in this Second Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this Second Amendment, together with the Master Agreement and First Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this Second Amendment, including any and all attachments to this Second Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the Second Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this Second Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this Second Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY:

CITY OF SAN FERNANDO

By: _____
Alex Meyerhoff
City Manager

CONSULTANT:

JWA Urban Consultants, Inc.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____
Richard Padilla
Assistant City Attorney



PROFESSIONAL SERVICES AGREEMENT

JWA Urban Consultants, Inc.

Community Development Project Management Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 5th day July 2017 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and JWA Urban Consultants, a Corporation (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall have a term of twelve (12) months commencing from EFFECTIVE DATE, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is set forth in **Exhibit "B"** (hereinafter, the "**Approved Rate Schedule**").
 - B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$25,000 (hereinafter, the "**Not-to-Exceed Sum**"), unless such

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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added expenditure is first approved by the CITY acting in consultation with the City Manager and the Finance Director. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **Jack Wong** to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision.

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors,

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT does not have any employees but should CONSULTANT hire an employee, during the term of this Agreement, CONSULTANT shall procure a policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars

PROFESSIONAL SERVICES AGREEMENT

Community Development Project Management Services

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(\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement, with the exception of Professional Liability insurance, shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any

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of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 To the fullest extent permitted by law, the Parties agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.
- 4.2 [Reserved – No Text]
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or subconsultant contracted with CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, defend and hold harmless CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers in the same manner as set forth under Section 4.1 from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of,

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the performance of CONSULTANT's subcontractors or subconsultants in the furtherance of CONSULTANT's performance under this Agreement.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is

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not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any

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bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

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- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all

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Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

JWA Urban Consultants, Inc.

PO Box 9493

Marina del Rey, CA 90295

Attn: Jack Wong, President

Phone: 310-347-6310

Fax: none

Email: jwong.jwa@gmail.com

CITY:

City of San Fernando

City Manager's Office

117 Macneil Street

San Fernando, CA 91340

Attn: City Manager

Phone: 818-898-1201

Fax: 818-361-7631

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

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- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: CONSULTANT shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the project.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. The parties agree to submit any disputes to nonbinding mediation in the first instance, the cost of which shall be split evenly between the parties. Disputes between the parties that are not resolved in mediation shall be submitted to litigation in a court with appropriate jurisdiction. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

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- the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment,

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modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

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

CITY OF SAN FERNANDOBy: 

Nick Kimball, Interim City Manager

JWA Urban Consultants, Inc.By: 

Name: Jack Wong

Title: President

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EXHIBIT "A"**SCOPE OF SERVICES**

CONSULTANT shall provide CITY with approximately 20-30 hours per week in the capacity of Interim Director of Community Development. The required work is comprised of community development project management and administration services and does not include personnel supervision nor handling of personnel matters.

CONSULTANT shall focus on managing, to the best of CONSULTANT's ability, to ensure that the following projects are completed timely:

- METRO TOD Planning Grant: METRO awarded the City of San Fernando, in 2013, a Planning Grant in Round 3 in the amount of \$295,698. The grant is for the completion of a Transit Oriented Development (TOD) Overlay in the vicinity of the Metrolink Station. The CITY has hired the firm Sargent Town Planning to complete the TOD Overlay and environmental assessment. The deadline to complete the grant has been extended to March 2018.
- Interim Urgency Ordinance U-1666: The adoption of the Interim Urgency Ordinance to establish an interim moratorium against the establishment of new accessory dwelling units (ADUs) except for those ADUs that are consistent with the new State law, effective January 1, 2017, and as promulgated by AB 2299 and SB 1069.

CONSULTANT shall also conduct, manage, and/or provide the following:

- Provide other project management services, at the direction of the City Manager or designee, for incidental tasks and responsibilities, such as developing and presenting a staff report and PowerPoint presentation to the Planning Commission and/or City Council on Regional Housing Needs Assessment (RHNA) or other community development related subjects.
- Attend City Council meetings, Planning Commission meetings, and other meetings as directed or authorized by the City Manager or designee.
- Discuss community development and planning-related matters with City staff in the Planning, Building & Safety, Community Preservation, Economic Development, and Administration Divisions of the Community Development Department and other City departments as necessary.
- Meet with the City Manager or designee, as frequently as needed and at the convenience of the City Manager or designee, to discuss project and program updates.
- Other miscellaneous tasks, as directed by City Manager or designee.

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EXHIBIT "B"**APPROVED RATE SCHEDULE**

CONSULTANT agrees to charge the CITY for services provided at \$125 per hour. The hourly rate shall apply to time that is related to the performance of CONSULTANT's duties and responsibilities, as listed in the Scope of Services, such as, but not limited to, attending public meetings, City Council meetings, Planning Commission meetings, phone calls, and research. Work completed off-site at CONSULTANT's business office is permissible provided it is pre-approved by the City Manager or designee and the work is detailed in the monthly invoice. CONSULTANT will submit time and materials charges for direct reimbursable costs and out-of-pocket expenses incurred in association with this project. Such expenses include costs for duplication, binding, mailing, transmitting or delivering documents to the CITY, blueprinting, photographic supplies, and similar expenses. For specific project-based work, which is not listed in Scope of Services, the CONSULTANT will discuss, and if acceptable by the CITY, invoice the CITY on a project-by-project basis. Court preparation activities will be charged at regular hourly rate pursuant to then effective annual Fee Schedule. Court related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a rate of 1.5 times hourly rate, with a four-hour minimum.

EXHIBIT "B"**CONTRACT NO. 1866(a)****FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT****JWA Urban Consultants, Inc.**

Community Development Project Management Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Community Development Project Management Services" Contract No. 1866 dated July 5, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 18th day of September, 2017 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and JWA Urban Consultants, Inc. (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, execution of the Master Agreement was executed by the Parties on July 5, 2017 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing compensation Not-To-Exceed \$75,000 as a result of additional Community Development Project Management services, primarily related to the Corridors Specific Plan Overlay Zone project; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

WHEREAS, this First Amendment was approved by the City Council at its meeting of September 18, 2017 under Agenda Item No. 4.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.3(B) of the Master Agreement shall not exceed the budgeted aggregate sum of \$75,000.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3(B) of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this First Amendment, including any and all attachments

to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY:

CITY OF SAN FERNANDO

By: 

Alex Meyerhoff
City Manager

CONSULTANT:

JWA Urban Consultants, Inc.

By: 

Name: JACK WANG

Title: PRESIDENT

APPROVED AS TO FORM

By: 

Richard Padilla
Assistant City Attorney

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Jack Wong, Interim Director of Community Development

Date: December 4, 2017

Subject: Consideration to Adopt Resolutions Certifying Environmental Impact Report SCH No. 2015121088 and Approving the Amendments to the City's General Plan Text and Map, and Consideration to Adopt an Ordinance Approving the San Fernando Corridors Specific Plan SP-5 and Related Amendments to the City's Zoning Ordinance Text and Map

RECOMMENDATION:

It is recommended that the City Council:

- a. Re-open the Public Hearing and receive a brief recap of the proceedings from City staff;
- b. Pose questions to City staff;
- c. Receive public testimony;
- d. Pose further questions to City staff, including questions based on testimony by members of the public;
- e. Close the Public Hearing and commence deliberations on the proposed Corridors Specific Plan SP-5 and related EIR and General Plan and Zoning Ordinance text changes and maps;
- f. Adopt Resolution No. 7826 (Attachment "A"):
 - i. Certifying the Final Environmental Impact Report SCH No. 2015121088 (Exhibit "C" to Attachment "A"), pursuant to the California Environmental Quality Act, finding that the proposed San Fernando Corridors Specific Plan SP-5 (Exhibit "D" to Attachment "A") and related amendments to the City's General Plan and Zoning Ordinance text and maps will not have an effect on the environment that cannot be mitigated to less-than-significant impact levels, and such finding shall be contingent upon the final adoption of the amendments to the General Plan text and map, and final adoption of the San Fernando Corridors Specific Plan SP-5 and amendments to the Zoning Ordinance text and map; and

Consideration to Adopt Resolutions Certifying Environmental Impact Report SCH No. 2015121088 and Approving the Amendments to the City's General Plan Text and Map, and Consideration to Adopt an Ordinance Approving the San Fernando Corridors Specific Plan SP-5 and Related Amendments to the City's Zoning Ordinance Text and Map

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- ii. Approving the amendments to the City's General Plan text and map, contingent upon the final adoption of the San Fernando Corridors Specific Plan SP-5 (Exhibit "D" to Attachment "A") and amendments to the Zoning Ordinance text and map; and
- g. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1671 (Attachment "B"), "An Ordinance of the City Council of the City of San Fernando, California, Approving the San Fernando Corridors Specific Plan SP-5 and Repealing in its Entirety the Former Corridors Specific Plan SP-4 and Amending the Zoning Ordinance Text and Zoning Map".

BACKGROUND:

- 1. On February 28, 2013, Metro awarded a three-year \$282,392 planning grant to the City of San Fernando for the completion of a comprehensive update to the existing SP-4 San Fernando Corridors Specific Plan and to make the necessary amendments to the General Plan text, Zoning Ordinance text, and related maps and an Environmental Impact Report (EIR). The City is to contribute an additional match of \$13,306 (\$6,306 in-kind, such as staff-time and \$7,000 funds). Metro has extended the deadline to March 31, 2018.
- 2. On May 19, 2014, the City Council awarded a contract to the firm of Sargent Town Planning (Consultant) to complete the project from a general solicitation to qualified consultants.
- 3. Throughout this process extensive public engagement including, several public meetings, and workshops have been conducted with residents, merchants, and local stakeholders. Sargent Town Planning, the consultant who is preparing the specific plan amendment, conducted several individual and small group meetings with local stakeholders in September 2014 and October 2014 and again in September 2015. The proposed specific plan amendment was also discussed by the following:
 - a. The Development Advisory Committee (DAC) conducted four public meetings on September 30, 2014, November 12, 2014, January 14, 2015, and June 17, 2015.
 - b. The City and Sargent Town Planning conducted one environmental scoping meeting on January 7, 2016 and four community workshops on November 19, 2014, January 21, 2015, August 28, 2017, and September 15, 2017. These meetings were well attended and resulted in significant revisions to the draft documents as a result of the public input received during this meeting.

Consideration to Adopt Resolutions Certifying Environmental Impact Report SCH No. 2015121088 and Approving the Amendments to the City's General Plan Text and Map, and Consideration to Adopt an Ordinance Approving the San Fernando Corridors Specific Plan SP-5 and Related Amendments to the City's Zoning Ordinance Text and Map

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- c. The Planning and Preservation Commission also conducted discussions on the draft plan at two of its regularly scheduled meetings on August 4, 2015 and October 6, 2015.
4. There have been two major phases of the development of the Specific Plan. The first phase can be characterized as the initial data collection and development of concepts and strategies. The first phase term is between June 2014 and May 2015. During this initial phase, the Consultant conducted extensive data collection, community participation, which resulted in the development of nascent concepts, strategies, and early forms of place making. These ideas were vetted over the next three months, between June 2015 and August 2015, with City staff and the Planning & Preservation Commission. The term of the second phase was from October 2015 to present day, wherein the Consultant initiated revisions to the Specific Plan in recognition of community input and prepared the Draft Environmental Impact Report.
5. Community input and comments were seriously considered and substantially shaped the final product, in terms of suggested land uses, locations, building intensities, urban aesthetics, and place making strategies.
6. On November 7, 2017, the Planning and Preservation Commission conducted a duly noticed Public Hearing and following the Public Hearing, after consideration of the entire public record and extensive deliberation, adopted Resolution No. 2017-008 (Attachment "C"), recommending that the City Council certify the Environmental Impact Report SCH No. 2015121088, for the adoption of the San Fernando Corridors Specific Plan SP-5, and related amendments to the General Plan text and map, and Zoning Ordinance text and map, the staff report, and minutes (Attachment "D").
7. On November 10, 2017, a Notice of Public Hearing was published in the *Los Angeles Daily News* (Attachment "E") and was also physically posted at City Hall to notify the public of the public meeting at the November 20, 2017 City Council meeting to discuss the proposed San Fernando Corridors Specific Plan SP-5 and related documents: Environmental Impact Report, and amendments to the General Plan and Zoning Ordinance text and maps. The notice for the Public Hearing was also mailed to all owners of property within 500 feet of the Specific Plan Area.
8. On November 20, 2017, the Public Hearing was opened, and following lengthy discussion on the proposed San Fernando Corridors Plan SP-5 and related documents: Environmental Impact Report, and amendments to the General Plan and Zoning Ordinance text and maps, as presented in Resolution No. 7826 and Ordinance No. 1671, the Public Hearing was continued to December 4, 2017. Prior to continuing the matter, the City Council received comment from interested members of the public who were in attendance.

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9. On November 22, 2017, a second Public Hearing notice was mailed to 5,500 parcels within the City.
10. On November 23, 2017, a second Public Hearing notice was published in the *San Fernando Valley Sun*.
11. On November 30, 2017, two English/Spanish Public Hearing notice advertisements were placed in the San Fernando Valley Sun (Attachment "F"); additionally, the same notice was mailed to all water account holders (approximately 5,500 households) within the City on November 28, 2017 and posted at multiple public facilities including City Hall and the San Fernando Library on November 27, 2017.

ANALYSIS:

Environmental Review (California Environmental Quality Act (CEQA)):

Pursuant to CEQA, the City is the designated Lead Agency overseeing the environmental review for the proposed SP-5 Plan. As the Lead Agency, the City directed the preparation of an Environmental Impact Report, which identified potential impacts associated with future development allowed by the project. On December 22, 2015, the City circulated a Notice of Preparation (NOP) for review and comment, through January 20, 2016, by the public, responsible agencies, and reviewing agencies. On January 7, 2016, a Scoping Meeting was conducted to receive public input and comment and on August 10, 2017, the Draft Environmental Impact Report (EIR) was released, initiating a 45-day public review period. A Notice of Completion (NOC) of the Draft EIR was also provided on August 10, 2017 to the Governor's Office of Planning and Research State Clearinghouse for environmental review documents, along with copies for review by state agencies. A Notice of Availability (NOA) of the Draft EIR for review and copies of the Draft EIR were also sent to County Clerk on August 10, 2017 and to responsible agencies, agencies that had commented on the NOP, and all other interested parties that had requested notice and copies of the Draft EIR. The City and Consultant discussed the Draft EIR at two community meetings on August 28, 2017 and September 15, 2017.

The significant impacts identified were noise during construction, the unearthing of subsurface cultural resources during construction, and decreases in intersection performance due to automobile traffic. All these impacts would occur with or without approval of the project and can be mitigated with the appropriate mitigation measures as follows:

- **Noise during construction.** The Project will allow future development within the Specific Plan Area. Construction within an existing community, particularly where potential

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development sites are close to existing residences, has the potential to generate construction noise levels that exceed community standards. As such, the Project could result in potential significant noise impacts during construction. To address the potential construction noise:

- Prior to the issuance of any demolition, grading or building permits with the Specific Plan area, specifications shall be prepared that identify requirements regarding attenuation of noise from construction vehicles and activities, including notification of surrounding owners and tenants of the proposed construction schedule and activities, posting of project hours and contractor contact information at all construction entrances, submittal of a material haul route plan to the City, staging of construction equipment away from sensitive uses, and implementation of noise attenuation measures to the extent feasible.
- **Unearthing of subsurface cultural resources during construction.** Due to the history of the area, the potential exists for cultural resources, and specifically Tribal Cultural resources to be disturbed, during initial construction activities. As a result, future development associated with the Project that involved site excavation could have an impact on subsurface cultural artifacts within the Specific Plan Area. As the significance of any subsurface artifacts is currently unknown, this impact is considered potentially significant. To address the potential subsurface cultural resource impacts:
 - The project proponent of any proposed development within the Specific Plan area that involves excavation, or similar ground disturbing activity, shall retain a certified Native American Monitor, procured by the Fernandeño Tataviam Band of Mission Indians ("the Tribe"), for the duration of construction-related ground disturbance activities. The Monitor shall complete monitoring logs on a daily basis that document ground disturbing activities, locations, soil, and any cultural materials identified. On-site Native American monitoring shall end when the project site grading and excavation activities are completed, or when the Tribe's Tribal Historic and Cultural Preservation Officer (THCPO) has indicated, in writing, that the project will no longer need to obtain Native American monitoring services.
- **Future development associated with the Project could increase vehicle traffic within the Specific Plan Area.** Traffic analysis of assumed future traffic identified intersections where the level of performance could be reduced to an unacceptable level. As such, the Project could have a significant impact due to increase vehicular traffic. To address potential traffic impacts, the City shall:

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- Create an eastbound right-turn lane on First Street. This improvement may require the removal of one parking space between the commercial driveways on the south side of First Street west of Maclay Avenue. Removing the one parking space would allow for a right turn of 150 feet in length. If additional right turn storage is required, then additional parking spaces on the south side of First Street may need to be removed. This improvement will also fit within the existing curbs, not requiring any street widening.
- Implement a signal synchronization program, coordinating traffic signal systems within the Downtown District of the Specific Plan area, specifically along Maclay Avenue, Hubbard Street, Truman Street, and San Fernando Road.

If the aforementioned mitigation measures are implemented, potential environmental impacts resulting from the implementation of this plan (SP-5) would be reduced to a less than significant level.

The Final Environmental Impact Report SCH No. 2015121088 was prepared, pursuant to California Environmental Quality Act (CEQA) and analyzes the potential impacts of the proposed specific plan. On November 7, 2017, the Planning and Preservation Commission, prior to taking action on the proposed specific plan and related amendments to the General Plan and Zoning Ordinance and appurtenant maps, certified that the Final EIR was prepared in accordance with the requirements of CEQA, and found that the identified environmental effects were either insignificant or can be adequately mitigated to acceptable insignificant levels.

Legal Notice.

For the November 20, 2017 Public Hearing meeting, a Notice of Public Hearing was mailed to all designated property owners within a 500-foot radius of the proposed Specific Plan Area. Notices were also posted at City Hall and on the City's website, and noticed in a newspaper of general circulation (Attachment "E"). For the December 4, 2017 continued Public Hearing, two quarter-page, English/Spanish Public Hearing Notice advertisements were placed in November 30, 2017 edition of The San Fernando Sun (Attachment "F"); additionally, the Public Hearing notice was mailed to all water account holders, approximately 5,500 households, within the City on November 28, 2017 and posted at multiple public facilities, including City Hall and the San Fernando Library on November 27, 2017.

The Specific Plan Document and Relationship To General Plan And Zoning Ordinance.

The Specific Plan provides a framework in which future development and investments can be nurtured and expanded. To effectuate these changes, State law requires that the City's General Plan, Specific Plan and Zoning Ordinance and maps are internally consistent (i.e. no internal contradictions). Therefore, as part of the overall process, the Consultant has prepared the

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appurtenant amendments to the General Plan and Zoning Ordinance and related maps. These documents are also attached to this staff report for your consideration.

Public Comments.

San Fernando is a special community of caring residents who are attracted to the City's rich history and quaint "small town" atmosphere. At the same time, the residents realize that Metro is implementing its East San Fernando Valley Transit Corridor project, with property acquisition starting as early as 2019. The leading or most favored alternative by Metro and communities along the route expansion is Light Rail Transit within the existing railroad right-of-way. For San Fernando, the implementation of the Metro project will offer definite benefits and challenges. One of the objectives of the San Fernando Corridors Specific Plan SP-5 is to address these "benefits and challenges" as early as possible to ensure a smooth transition for the residents and businesses as the community enters the next decade. The development of the San Fernando Corridors Specific Plan SP-5 was shaped by the residents' and businesses' comments.

City staff and the Consultant received public comments concerning the proposed San Fernando Corridors Specific Plan SP-5 at various venues and forums (i.e., public workshops, phone calls, personal meetings, and written correspondence). Each of the written comments received at the August 28, 2017 and September 15, 2017 workshops are addressed in the EIR. By in large, the main areas of concern focused upon residential development, building intensity, and businesses and jobs.

- **Residential Development.** Most of the comments received concerning residential development were negative. The residents perceived that the construction of additional residential units will lead to further traffic congestion, circulation and parking issues as well as exacerbating the existing aged infrastructure system (i.e., water and sewer). In response to this sentiment, the Consultant altered and refined the respective areas of the Specific Plan so that all new residential construction will require approval of a Conditional Use Permit (CUP), which affords the community an additional level of discretionary review, which it is not currently afforded, through the public hearing process by the Planning and Preservation Commission. Furthermore, the Consultant is recommending that the eligible area for residential development be limited to only specific sites and at reduced densities and building heights. By preserving the ability to add new residential units to the market place, the Consultant is recommending a strategy that minimizes the potential impact of residential while at the same time, still address that segment of the population expressing the need for newer housing, in terms of diversity, price points, and which promotes expansion of homeownership opportunities at all segments of the market.
- **Building Intensity.** Closely related to the first point, many residents raised the concern for the loss of San Fernando's rich culture, history, and quaintness; values that many hold very

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dear and a strong desire to maintain. Towards that goal, the Consultant crafted detailed design guidelines that will facilitate the harmony between the old and the new by imposing high-quality architectural standards for all future development within the plan area. Contextual relationships between buildings and within urban environments are proposed. As a result, the building densities, heights, and massing are reduced and architectural standards and design guidelines emphasized.

- **Businesses and Jobs.** Underlying many of the public forums was the fear that the proposed specific plan will hinder job growth and business expansion. It was explained that one of the purposes of the proposed specific plan is to foster growth, business formation, and economic development. In fact, the specific plan expands the list of permitted uses across all districts of the specific plan, streamlines the approval process for many types of businesses, and converts a number of CUP uses into principally permitted uses. In many respects, the specific plan contains policies and strategies that promote economic prosperity, job creation, business retention, and expansion of existing businesses as well as the attraction of new businesses.

Staff received two letters from concerned residents (Attachment "G"). The first letter, dated October 18, 2017 and received on October 25, 2017, was made a part of the November 7, 2017 Planning and Preservation Commission staff report. The second correspondence is an email dated November 6, 2017 was read verbatim into the record of the November 7, 2017 Planning and Preservation Commission meeting. The comments expressed by both letters are considered and reflected in the amended specific plan provisions. The focus of the comments dealt with their perception of potential issues related to residential development, location, intensity and height of development and traffic congestion and parking issues. The development of the specific plan has resulted in reduced development intensity (building density and height, and FAR) as well as a reduction in the number of properties where residential projects can be built. Moreover, the specific plan requires that all residential projects be processed through a discretionary review process that requires a notification of all property owners within 500 feet of a proposed residential project and a public hearing before the Planning and Preservation Commission. The reduction in development intensity is similarly applied to commercial and industrial projects in varying degrees. The references to lowering building heights on Maclay Avenue between 4th and 8th Streets were not a part of the original scope of work and are not addressed by the specific plan. However, the comments for the need of additional public open space, parks and/or plazas is supported by the specific plan and is identified as an action item in the specific plan. In summation, the development of the specific plan has been influenced by the public comments that were received in the numerous public forums, workshops, and meetings with the community stakeholders, residents, and businesses.

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The San Fernando Corridors Specific Plan SP-5 is a "living" document that is meant to be updated pursuant to changing circumstances. The original San Fernando Corridors Specific Plan SP-4 was adopted by Ordinance No. 1562 in January, 2005. Since then, the voters of Los Angeles County have approved Measure M, which provides the necessary funding for one of the planned improvements identified in the East San Fernando Valley Transportation Plan that traverses San Fernando's downtown area towards the Sylmar/San Fernando Metrolink Station. The current proposed San Fernando Corridors Specific Plan (SP-5) establishes policies and strategies that recognizes Metro's public transportation project that is projected to start in 2019 and to update the current SP-4 policies and strategies. As such, SP-5 will replace SP-4, in its entirety.

The proposed San Fernando Corridors Specific Plan (SP-5) establishes planning principles, land use policies, development standards, and design guidelines for public improvements and private development within the specific plan area. Some of the more notable changes from the SP-4 Plan are identified below, and a more detailed comparison of the changes are presented in in a matrix (Attachment "H").

- Making all residential projects subject to discretionary review through the Conditional Use Permit process;
- Reducing the density, heights and number of floors and overall intensity for residential projects;
- Limiting eligible areas for residential projects within the Downtown District;
- Allowing commercial and retail uses in expanded locational areas; and
- Streamlining the review and approval process for retail, restaurants, and commercial uses.

At the Planning and Preservation Commission meeting on November 7, 2017, and following consideration of the entire record and Public Hearing testimony and extensive deliberation, the Commissioners directed staff to include the following amendments to the San Fernando Corridors Specific Plan SP-5:

- Add Market Hall/Food Hall use: Added Market Hall/Food Hall as a permitted by-right use to Table 4.1 (Land Use and Permit Requirements) under the "Retail, Service, Entertainment, Lodging and Office Uses" (page 45) within the Downtown, Mixed-Use Corridor, and Auto Commercial Districts.
- Permit Bowling Alley use in Downtown District: Added Bowling Alley use as a permitted by-right use to Table 4.1 (Land Use and Permit Requirements) in the Downtown District and also in the Auto Commercial District (page 45). Previously, bowling alleys were only allowed in the Mixed-Use Corridor District.

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- Reverse Angled Parking should be allowed: Added text to San Fernando Road Street Standards (page 165) and First Street East of Hubbard Avenue (page 168) specifying that reverse angled parking is allowed, subject to review by the Public Works Director.
- Allow for Business Incubators: added Business Incubators as a permitted use in all districts with the exception of the Maclay and General Neighborhood Districts. Also added Maker Space in the Mixed-Use Corridor, Auto Commercial, and Workplace Flex Districts.

At the City Council public hearing on November 20, 2017, the City Council offered personal statements of specific challenges and concerns as well as specific aspects of the Corridor Specific Plan that they liked. The City Council requested staff to consider these statements for subsequent discussion. Following the City Council meeting, staff reviewed and discussed the recommendations, the results of which are presented below for further discussion:

- **Craft brewery/distillery, tap rooms:** Discussions favored the implementation of such uses in the downtown and commercial corridors of the Specific Plan Area. These are positive uses to introduce into the Specific Plan Area and although not specifically identified in the Use Tables, these are the types of uses that the Director of Community Development may be able to opine and determine compatibility within the context of the overall neighborhood. Another example is the introduction of Pop-Up Stores, which are also deemed compatible within commercial districts.
- **Loading/Unloading on First Street:** It was suggested that the Corridors Specific Plan maintain the ability for loading and unloading on First Street due to the limited nature of available on-site loading areas. The Consultant showed two potential configurations for First Street between Harding Avenue and Maclay Avenue, a "Loading Lane Alternative," which retains the existing parallel parking, but introduces a turn lane that can also accommodate loading, and a "More Parking Alternative," which introduces angled parking along the north side of the street but does not provide a dedicated loading lane.
- **Live/Work on First Street:** While Live/Work units are permissible subject to a CUP within the Maclay, Workplace Flex, Mixed-Use Corridor, and Downtown Districts, the discussion focused upon the appropriate nature or compatibility of allowing Live/Work units within the Workplace Flex District – a primarily industrial area. The Live/Work unit is a hybrid of residential and commercial uses, with an interior connection between the street-facing, ground floor commercial use and the residential or habitable space located either on the second story or behind the commercial space. Discussions focused on the possible implications of this use as ownership versus rental units, short term versus long term marketability, length of ownership and ability to monitor, etc. A

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definition of Live/Work was distributed at the City Council meeting for inclusion to the amended text of the Zoning Ordinance.

- **Homeownership:** Discussion of the importance and benefits of increasing homeownership within both the Specific Plan Area and city-wide. Also, it was mentioned that local residents should have a priority or preference to gain homeownership and occupancy of new market-rate rental units.
- **Streetscape design options:** The design layouts are options and not mandatory design solutions. The depictions are to provide potential ideas that can convert an automobile-oriented corridor into a more pleasant corridor for walking and biking, as well as allowing for the use of private automobiles. The cases in which parallel parking is converted into angle-parking are proposed to economically increase the number of on-street parking spaces (restriping a street to increase the number of parking spaces costs less than building spaces in a garage), in response to community concerns regarding the lack of parking availability.
- **Implementation Timeline:** It was expressed that the implementation of the strategies, policies in this specific plan will not occur overnight but over an extended timeframe, dictated primarily by market conditions. The proposed plan only provides a framework in which new developments and investments may occur.
- **Historic and cultural value of buildings and area:** It was suggested that the specific plan recognize and enhance the historic value and rich culture that are found within the architecture of nearby buildings and surrounding neighborhoods. Although the specific plan does not dictate a specific architectural style but rather offers examples of a variety of architectural styles, it does provide a description of the key elements of architectural styles that are appropriate for San Fernando, including Mission, Spanish Revival, Mediterranean, Monterey, Art Deco, and Main Street, among others. In addition, the specific plan promotes high quality architectural design and construction. It was noted that the implementation of the specific plan will require diligent staff observance of the strategies, policies, and design guidelines contained within the specific plan.
- **Sales Tax:** There was a discussion about the concern about potential loss of sales tax from businesses leaving the City and provisions to assist businesses. The specific plan encourages the formation and establishment of new businesses and fosters business development by streamlining many applications for new businesses as well as expanding the areas and/or locations where these businesses may operate. Business assistance to local businesses to help them grow and expand is an operation of economic

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development and separate policies and programs can be developed as part of a local economic development strategic plan.

- **Traffic circulation:** Discussion focused on the number of intersections analyzed as part of the EIR preparation. It was stated that the locations and number of locations were identified in tandem with the City's Public Works Director to ensure acceptable level of analysis. Although not all of the intersections in the City were analyzed, the EIR did evaluate 45 roadway segments within the Specific Plan Area in 2014 and again in 2016. The data from these segments was used to determine the level of service at 21 intersections with the Specific Plan Area (see Attachment "I").
- **Public safety:** It was presented that the Specific Plan should promote and enhance public safety and security. The Specific Plan provides street designs that are more pedestrian-friendly and encourage vehicular traffic to slow down thereby reducing vehicular/pedestrian conflicts. The specific plan also encourages buildings to provide street-facing windows and building entries, and ground floor designs and uses that encourage greater pedestrian activity on the public streets, increasing the number of "eyes" on the street; the mere increase of persons deters criminal activity.

During the course of public comment at both the Planning Commission Public Hearing and during the November 20, 2017 City Council proceedings, certain business owners asked whether the changes to the Specific Plan would result in their existing business uses becoming legal nonforming uses. As explained by City staff and the City's consultants, the Specific Plan amendments would not result in these business uses becoming legal nonconforming uses. Existing businesses would continue to be able to operate by right.

BUDGET IMPACT:

In 2013, the City of San Fernando received a \$282,392 grant award from Metro to complete the San Fernando Corridors Specific Plan SP-5. Following years of community engagement, the project is nearing completion. In recognition of the community's participation, the City allocated an additional approximately \$30,000, from budgeted funds and cost savings from unfilled staff positions, to fully assess and understand the desires of the residents and businesses in the hope of crafting a more meaningful plan for the community.

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CONCLUSION:

The proposed San Fernando Corridors Specific Plan (SP-5) serves as a guide to implement the goals, policies, and objectives of the City's General Plan and promotes sustainable development, job creation, homeownership, economic development, livability and walkability within the downtown area and surrounding neighborhoods towards the Sylmar/San Fernando Metrolink Station. New improvements in the Specific Plan Area will be of high architectural quality and appropriate scale that will contribute a "sense of place" and facilitate the "branding" of this district.

Staff recommends that prior to approving the amendments to the General Plan, Zoning Ordinance and related maps, and proposed San Fernando Corridors Specific Plan (SP-5), the San Fernando City Council hereby finds that:

- The Final EIR SCH No. 2015121088 (EIR) was completed in compliance with California Environmental Quality Act, and
- The Final EIR was presented and approved at a duly noticed Public Hearing of the Planning and Preservation Commission at its November 7, 2017 meeting for review and consideration at its November 7, 2017 Public Hearing.
- The Final EIR was presented to the City Council for review and consideration at its November 20, 2017 and December 4, 2017 meeting, and the City Council has considered the information contained in the Final EIR prior to considering approval of the proposed amendments to the General Plan, Zoning Ordinance, related maps, and proposed San Fernando Corridors Specific Plan (SP-5).

Staff, therefore, recommends that the City Council:

1. Adopt Resolution No. 7826, which in sequential order: i) certifies the Final Environmental Impact Report SCH No. 2015121088, pursuant to the California Environmental Quality Act; and, ii) adopts the amendments to the General Plan text and map;
2. Approve aforementioned Resolution No. 7826, contingent upon the final adoption of the San Fernando Corridors Specific Plan SP-5 and amendments to the Zoning Ordinance text and map; and
3. Introduce for first reading, Ordinance No. 1671, recommending adoption of the San Fernando Corridors Specific Plan SP-5 and adoption of the proposed amendments to the City's Zoning Ordinance text and map; and

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4. Continue and adjourn this regularly scheduled City Council meeting and Public Hearing to 6 pm on December 11, 2017, to consider the second reading of Ordinance No. 1671.

ATTACHMENTS:

- A. Resolution No. 7826, including the following Exhibits:
 - Exhibit A. Specific Plan Area
 - Exhibit B. Land Use Districts
 - Exhibit C. Environmental Impact Report SCH No. 2015121088
 - Exhibit D. San Fernando Corridors Specific Plan SP-5
 - Exhibit E. Land Use Element, Housing Element, and Circulation Element of the City of San Fernando General Plan
- B. Ordinance No. 1671
- C. Planning and Preservation Commission Resolution No. 2017-008
- D. Planning and Preservation Commission November 7, 2017 Staff Report and Draft Minutes
- E. Public Notice of City Council November 20, 2017 Public Hearing
- F. City Council December 4, 2017 Public Hearing Flyer
- G. Two Letters from Residents
- H. Comparison of Proposed Changes between SP-4 and SP-5
- I. Study Area and [Intersections] Locations Studied

ATTACHMENT "A"**RESOLUTION NO. 7826**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO AMENDING THE TEXT OF THE LAND USE ELEMENT, HOUSING ELEMENT, AND CIRCULATION ELEMENT OF THE SAN FERNANDO GENERAL PLAN TO ADD THE SAN FERNANDO CORRIDORS SPECIFIC PLAN LAND USE DESIGNATION AND A DESCRIPTION OF THE LAND USE DESIGNATIONS AS PROPOSED WITHIN THE DRAFT SAN FERNANDO CORRIDORS SPECIFIC PLAN (SP-5); AMENDING THE LAND USE ELEMENT MAP OF THE SAN FERNANDO GENERAL PLAN BY CHANGING THE LAND USE DESIGNATION OF THE PROPERTIES LOCATED WITHIN THE SAN FERNANDO CORRIDORS SPECIFIC PLAN AREA TO THE DRAFT SAN FERNANDO CORRIDORS SPECIFIC PLAN LAND USE DESIGNATIONS (SP-5); AND CERTIFYING THE ENVIRONMENTAL IMPACT REPORT SCH NO. 2015121088

WHEREAS, on February 28, 2013, Metro awarded a \$282,392 planning grant to the City of San Fernando for the completion of a comprehensive update to the existing SP-4 San Fernando Corridors Specific Plan, to make the necessary amendments to the General Plan text, Zoning Ordinance text, and related maps and to prepare an Environmental Impact Report (EIR) pursuant to CEQA. The City agreed to contribute a match of \$13,306 (\$6,306 in-kind, such as staff-time and \$7,000 funds);

WHEREAS, on May 19, 2014, the firm of Sargent Town Planning (Consultant) was selected to complete the project from a general solicitation to qualified consultants;

WHEREAS, throughout this process, multiple public meetings, and workshops were conducted with residents, merchants, and local stakeholders. The City conducted several individual and small group meetings with local stakeholders in September 2014 and October 2014 and again in September 2015;

WHEREAS, the Development Advisory Committee (DAC) conducted four public meetings on September 30, 2014, November 12, 2014, January 14, 2015, and June 17, 2015;

WHEREAS, the City conducted one environmental scoping meeting on January 7, 2016 and four community workshops on November 19, 2014, January 21, 2015, August 28, 2017, and September 15, 2017;

WHEREAS, the Planning and Preservation Commission also conducted discussions at two of its regularly scheduled meetings on August 4, 2015, October 6, 2015;

WHEREAS, Metro's deadline to complete the project was extended from the original date of June 30, 2016 to March 31, 2018;

WHEREAS, community input and comments were seriously considered and substantially shaped the final product, in terms of suggested land uses, locations, building intensities, urban aesthetics, and place making strategies;

WHEREAS, on November 7, 2017, the Planning and Preservation Commission conducted a duly noticed Public Hearing and following the Public Hearing, after consideration of the entire public record and extensive deliberation, adopted Resolution No. 2017-008, recommending that the City Council certify the Environmental Impact Report SCH No. 2015121088, for the adoption of the San Fernando Corridors Specific Plan SP-5, and related amendments to the General Plan text and map, and Zoning Ordinance text and map, the staff report, and minutes;

WHEREAS, on November 10, 2017, a Notice of Public Hearing was published in the *Los Angeles Daily News* and was also physically posted at City Hall to notify the public of the public meeting at the November 20, 2017 City Council meeting to discuss the proposed San Fernando Corridors Specific Plan SP-5 and related documents: Environmental Impact Report, and amendments to the General Plan and Zoning Ordinance text and maps. The notice for the Public Hearing was also mailed to all owners of property within 500 feet of the Specific Plan Area;

WHEREAS, on November 20, 2017, the Public Hearing was opened, and following lengthy discussion on the proposed San Fernando Corridors Plan SP-5 and related documents: Environmental Impact Report, and amendments to the General Plan and Zoning Ordinance text and maps, as presented in Resolution No. 7826 and Ordinance No. 1671, the Public Hearing was continued to December 4, 2017. Prior to continuing the matter, the City Council received comment from interested members of the public who were in attendance;

WHEREAS, on November 22, 2017, a second Public Hearing notice was mailed to 5,500 parcels within the City.

WHEREAS, the City of San Fernando (c/o Community Development Department), hereinafter referred to as "Applicant," has submitted a proposal for approval of the San Fernando Corridors Specific Plan SP-5 in conjunction with amendments to the text of the Land Use Element, Housing Element, Circulation Element, and the Land Use Element Map of the San Fernando General Plan, and amendments of the City of San Fernando Zoning Ordinance and Zoning Map (hereinafter referred to as the "Project"), in order to implement development strategies for the revitalization of approximately 150 acres of land covered by the San Fernando Corridors Specific Plan (SP-5); whereas the project area encompasses the full lengths of Truman Street, San Fernando Road, and Celis Street within the City of San Fernando, from the eastern boundary with Pacoima to the western boundary with Sylmar. The project boundaries include the entire public rights-of-way as well as parcels located to the north and south of these roads. The San Fernando Corridors Specific Plan (SP-5) planning area also includes the First Street public right-of-way and properties located along the south side of First Street between Hubbard Avenue and Macneil Street; the properties bounded by First Street and Second Street between Hubbard Avenue and Macneil Street; the entire Maclay Avenue public right-of-way and all fronting properties between San Fernando Road to Eighth Street at the City's northern boundary with

Sylmar; and the properties located along the north side of Pico Street between Kalisher Street and Chatsworth Drive (hereinafter referred to as the "Specific Plan Area"), as depicted in Exhibit "A";

WHEREAS, the San Fernando Corridors Specific Plan SP-5 ("Specific Plan") contains the goals, objectives, and policies to guide the community's vision for the revitalization of the properties located within the Specific Plan Area. The San Fernando Corridors Specific Plan SP-5 document includes a detailed statement of the community's vision for the future of the corridor areas as well as the revitalization strategy and urban design principles to be used in achieving that vision. The San Fernando Corridors Specific Plan SP-5 provides specific land use regulations, development standards and design guidelines that would apply to new development in the corridor areas, as well as a program of public improvements for the streets and sidewalks;

WHEREAS, the Project includes a request to amend the text of the Land Use Element, Housing Element, and Circulation Element of the San Fernando General Plan to include a description of the San Fernando Corridors Specific Plan SP-5 land use designation, including the Maclay District, Downtown District, Mixed-Use Corridor District, Auto Commercial District, Workplace Flex District, and General Neighborhood District, and the Truman/San Fernando District, which are located within the Specific Plan Area; and

WHEREAS, the Project includes a request to amend the Land Use Element Map to include the San Fernando Corridors Specific Plan SP-5 land use designation, as shown in Exhibit "B" to this Resolution.

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

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

SECTION 2. On November 7, 2017, the Planning Commission held a duly noticed public hearing and adopted Resolution No. 2017-18, finding the Project to be in conformance with the General Plan and recommending that the City Council approve the San Fernando Corridors Specific Plan SP-5 in conjunction with the corresponding General Plan Text and Map Amendments, and the Zoning Ordinance and Zoning Map Amendment.

SECTION 3. A notice of Public Hearing for the adoption of the San Fernando Corridors Specific Plan SP-5, and the related General Plan Text and General Plan Map Amendments, and Municipal Code and Zoning Map Amendments, was given pursuant to San Fernando Municipal Code Section 78-69 and Section 106-72, and in compliance with Government Code Sections 65090 and 65091. Therefore, the City placed a public notice in the Los Angeles Daily News, a newspaper of general circulation, at least 10 days prior to the City Council meeting. In addition, the City mailed the notice of the hearing to affected owners of property within 500 feet of the Specific Plan Area.

SECTION 4. The City Council makes the following findings and determinations:

Pursuant to the California Environmental Quality Act ("CEQA"), the City as the Lead Agency overseeing the environmental review for the proposed specific plan has prepared an Environmental Impact Report (EIR) for the proposed project. The Project includes applications for Specific Plan approval, General Plan Text and Map Amendments, and Zoning Ordinance and Zoning Map Amendments. All these actions together constitute the Project evaluated pursuant to CEQA.

Based upon the findings of the Environmental Impact Report SCH No. 2015121088 (Exhibit "C" to this report) prepared for the Project, the City determined that the Project may have potential significant effects on the environment attributed to growth (i.e., noise, cultural and transportation impacts) associated with the proposed redevelopment of the Specific Plan Area. The Environmental Impact Report SCH No. 2015121088, pursuant to the California Environmental Quality Act (CEQA) provisions, includes mitigation measures that will provide for the reduction of identified environmental impacts to "less than significant" levels.

The City Council has reviewed the Environmental Impact Report SCH No. 2015121088 and all comments received regarding the environmental assessment and, based on the whole record before it, finds: (i) that the Environmental Impact Report SCH No. 2015121088 was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence that the Project will have a significant effect on the environment. Based on these findings, the City Council hereby adopts and certifies the Environmental Impact Report SCH No. 2015121088 for this Project.

The City Council designates the custodian of records for the Environmental Impact Report SCH No. 2015121088 and all other materials which constitute the record of proceedings upon which the City Council's decision is based to be the Community Development Department of the City of San Fernando. Those documents are available for public review in the Community Development Department of the City of San Fernando located at 117 Macneil Street, San Fernando, California 91340, telephone number: (818) 898-1227.

SECTION 5. Based on the evidence and all other applicable information presented, the City Council finds that the General Plan Text and Map Amendments are appropriate for the following reasons:

- A. Replacing the San Fernando Corridors Specific Plan SP-4 with the addition of the San Fernando Corridors Specific Plan SP-5 (Exhibit "D") land use designations (Maclay, Downtown, Mixed-Use Corridor, Auto Commercial, Workplace Flex, and General Neighborhood Districts) and map are consistent with the General Plan Land Use Element's Goals and Objectives and will not adversely affect the properties adjacent to the Specific Plan Area. The San Fernando Corridors Specific Plan SP-5 allows the clustering of commercial, higher density residential, and mixed-use development in a manner that retains the small town character of San Fernando, attracts new commercial activities to the City, and provides for new public and private investment within the commercial corridors.

SECTION 6. The City Council hereby amends the Land Use Element, Housing Element, and Circulation Element of the City of San Fernando General Plan, as shown on Exhibit "E" to this Resolution, which is attached hereto and hereby incorporated by this reference, contingent upon the adoption of Ordinance No. 1671, approving the proposed San Fernando Corridors Specific Plan SP-5 and associated proposed amendments to the Zoning Ordinance Text and Zoning Map.

SECTION 7. The City Council hereby approves the amendment to the Land Use Element Map of the City of San Fernando General Plan to change the land use designation of the Specific Plan Area, which is attached hereto and as shown on Exhibit "B" to this Resolution, contingent upon the adoption of Ordinance No. 1671, approving the proposed San Fernando Corridors Specific Plan SP-5 and associated proposed amendments to the Zoning Ordinance Text and Zoning Map.

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 4th day of December, 2017, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

Please refer to the November 20, 2017 City Council Agenda Report for the following Exhibits

(<http://ci.san-fernando.ca.us/wp-content/uploads/2017/11/11-20-17-CC-Packet-1.pdf>; see pages 90 -424)

EXHIBIT “A” Specific Plan Area

EXHIBIT “B” Land Use Districts

EXHIBIT “C” Environmental Impact Report
SCH NO. 2015121088

EXHIBIT “D” San Fernando Corridors Specific
Plan SP-5

EXHIBIT “E” Land Use Element, Housing
Element, and Circulation element of
the City of San Fernando General
Plan

ATTACHMENT "B"**ORDINANCE NO. 1671****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, APPROVING THE SAN
FERNANDO CORRIDORS SPECIFIC PLAN SP-5 AND
REPEALING IN ITS ENTIRETY THE FORMER CORRIDORS
SPECIFIC PLAN SP-4 AND AMENDING THE ZONING
ORDINANCE TEXT AND ZONING MAP**

WHEREAS, on February 28, 2013, Metro awarded a \$282,392 planning grant to the City of San Fernando for the completion of a comprehensive update to the existing SP-4 San Fernando Corridors Specific Plan, to make the necessary amendments to the General Plan text, Zoning Ordinance text, and related maps and to prepare an Environmental Impact Report (EIR) pursuant to CEQA. The City agreed to contribute a match of \$13,306 (\$6,306 in-kind, such as staff-time and \$7,000 funds); and

WHEREAS, on May 19, 2014, the firm of Sargent Town Planning (Consultant) was selected to complete the project from a general solicitation to qualified consultants; and

WHEREAS, throughout this process, several public meetings, and workshops were conducted with residents, merchants, and local stakeholders. The City conducted several individual and small group meetings with local stakeholders in September 2014 and October 2014 and again in September 2015;

WHEREAS, the Development Advisory Committee (DAC) conducted four public meetings on September 30, 2014, November 12, 2014, January 14, 2015, and June 17, 2015;

WHEREAS, the City and Sargent Town Planning conducted one environmental scoping meeting on January 7, 2016 and four community workshops on November 19, 2014, January 21, 2015, August 28, 2017, and September 15, 2017;

WHEREAS, the Planning and Preservation Commission also conducted discussions at two of its regularly scheduled meetings on August 4, 2015, October 6, 2015;

WHEREAS, Metro's deadline to complete the project has been extended from the original date of June 30, 2016 to a new deadline date of March 31, 2018;

WHEREAS, a Final EIR was prepared by the Consultant pursuant to CEQA assessing the potential environmental impacts that may result from the approval of the proposed amendments to the General Plan and Zoning Ordinance and adoption of the proposed San Fernando Corridors Specific Plan SP-5;

WHEREAS, on November 7, 2017, the Planning and Preservation Commission certified Resolution No. 2017-008, approving and recommending that the City Council approve and adopt the Final Environmental Impact Report SCH NO. 2015121088 (EIR), amendments to the

General Plan text and map, amendments to the Zoning Ordinance text and maps, and the proposed San Fernando Corridors Specific Plan SP-5;

WHEREAS, on November 10, 2017, a Public Notice was published in the *Los Angeles Daily News*, advertising the public hearing by the San Fernando City Council concerning the consideration for approval of the San Fernando Corridors Specific Plan SP-5, and related amendments to the General Plan text and map, to the Zoning Ordinance text and map, and the Final EIR;

WHEREAS, on November 20, 2017, the San Fernando City Council conducted a duly noticed Public Hearing on the proposed San Fernando Corridors Specific Plan SP-5, and related amendments to the General Plan text and map, to the Zoning Ordinance text and map, and the Final EIR;

WHEREAS, on November 20, 2017, the San Fernando City Council deliberated and considered evidence and comments on the Final Environmental Impact Report SCH NO. 2015121088 (EIR), amendments to the General Plan text and map, amendments to the Zoning Ordinance text and map, and the proposed San Fernando Corridors Specific Plan SP-5; and

WHEREAS, on November 20, 2017, the San Fernando City Council deliberated and considered evidence and comments on the proposed San Fernando Corridors Specific Plan SP-5 and discussed replacing the current San Fernando Corridors Specific Plan SP-4, in its entirety, with the final adoption of the proposed San Fernando Corridors Specific Plan SP-5, upon its second reading.

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

SECTION 1. FINDINGS

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

B. On November 20, 2017, the City Council considered and deliberated the proposed San Fernando Corridors Specific Plan SP-5 (Exhibit "A") and Zoning Ordinance text and map amendments (Exhibit "B") and Final EIR SCH No. 2015121088, and amendments to the General Plan text and maps; and

C. On December 4, 2017, the City Council adopted Resolution No. 7826, which certifies the Final EIR SCH No. 2015121088 for the proposed San Fernando Corridors Specific Plan SP-5, and amendments to the General Plan text and maps, and amendments to the Zoning Ordinance text and map; and

D. The City Council approval of Resolution No. 7826, approving the Final EIR SCH No. 2015121088 and amendments to the General Plan text and map was contingent upon the

final adoption of the San Fernando Corridors Specific Plan SP-5, and amendments to the Zoning Ordinance text and map.

SECTION 2. APPROVAL OF SPECIFIC PLAN AND DOCUMENTS. The City Council hereby introduces and approves the first reading of Ordinance No.1671, approving the proposed San Fernando Corridors Specific Plan SP-5, and amendments to the Zoning Ordinance text and map.

SECTION 3. CUSTODIAN OF RECORDS. The documents and materials that constitute the record of proceedings on which these findings are based are located in the City Clerk's Office of the City of San Fernando, located at 117 Macneil Street, San Fernando, CA 91340. The Custodian of records is the City Clerk.

SECTION 4. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this ____ day of _____, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

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

I, ELENA G. CHAVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No.1671 was introduced at the regular meeting of the City Council held on the ____ day of _____ 2017, and carried by the following roll call vote:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

Please refer to the November 20, 2017 City Council Agenda Report for the following Exhibit

(<http://ci.san-fernando.ca.us/wp-content/uploads/2017/11/11-20-17-CC-Packet-1.pdf>; see page 428 - 432)

EXHIBIT “A” Corridors Specific Plan SP-5

EXHIBIT “B” Zoning Ordinance Text and Map
Amendments

Please refer to the November 20, 2017 City Council Agenda Report for the following Attachments (<http://ci.san-fernando.ca.us/wp-content/uploads/2017/11/11-20-17-CC-Packet-1.pdf>; see page 433 - 459)

- ATTACHMENT “C” Planning and Preservation
Commission Resolution
No. 2017-008
- ATTACHMENT “D” Planning and Preservation
Commission
November 7, 2017 Staff
Report and Draft Minutes
- ATTACHMENT “E” Public Notice of City
Council November 20, 2017
Public Hearing

THE CITY OF SAN FERNANDO

Learn about the draft Corridors Specific Plan (SP 5) which provides a vision for the Downtown, San Fernando Road, Truman Street, First Street, and Maclay Avenue corridors.

The City Council will be considering the draft Corridors Specific Plan (SP-5) and the Environmental Impact Report (EIR):

- Pedestrian and bicycle connections
- Diversity of housing
- Economic development opportunities and job creation
- Environmental sustainability and community safety and wellness
- Potential impact on natural resources, traffic, and public infrastructure

PUBLIC HEARING

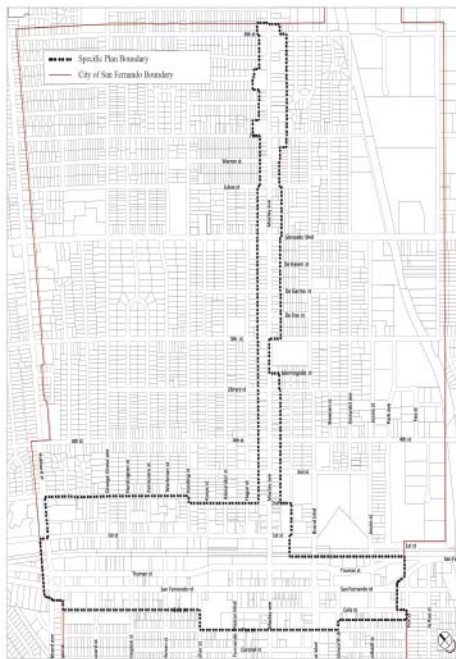
CITY COUNCIL MEETING

Monday, December 4, 2017

6 pm

Council Chambers

117 Macneil Street, San Fernando



THE DRAFT PLAN AND EIR ARE AVAILABLE FOR PUBLIC REVIEW AT:

- City Hall (117 Macneil Street, San Fernando)
- San Fernando Public Library (217 N. Maclay Street, San Fernando)
- City Website (<http://ci.san-fernando.ca.us/community-development/planning/>)

CAN'T ATTEND THE MEETING?

Email or mail us your comments by 12/3/17 to: Community Development Department - Attention: Jack Wong
117 Macneil Street, San Fernando, CA 91340 | JWong@sfcity.org | 818.898.1227

LA CIUDAD DE SAN FERNANDO

Infórmese sobre el borrador del Plan Específico (SP-5) que provee una visión para los corredores del Centro, San Fernando Road, Truman Street, First Street, y Maclay Avenue.

El Concilio considerara el borrador del Plan Especifico y el Reporte de Impacto Ambiental (siglas en ingles EIR):

- Conexiones de peatones y bicicletas
- Diversidad de vivienda
- Posible impacto a recursos naturales, infraestructura pública y trafico
- Oportunidades de desarrollo económico y creación de trabajos
- Sostenibilidad ambiental y seguridad y bienestar de la comunidad

**AUDIENCIA
PUBLICA**

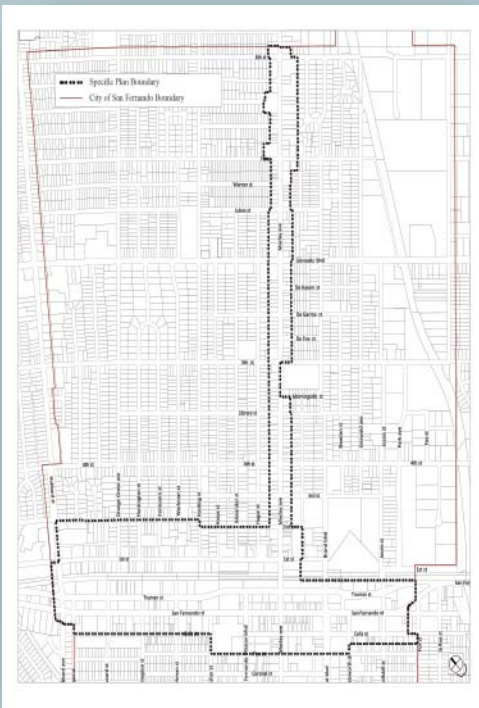
JUNTA DEL CONSEJO MUNICIPAL

lunes, 4 de diciembre 2017

6 pm

Sala del Concejo Municipal

117 Macneil Street, San Fernando



EL BORRADOR DEL PLAN Y EL EIR ESTÁN DISPONIBLES PARA SER REPASADOS EN:

- Ayuntamiento (117 Macneil Street, San Fernando)
- Biblioteca Pública de San Fernando (217 N. Maclay Street, San Fernando)
- Sitio de Internet de la Ciudad (<http://ci.san-fernando.ca.us/community-development/planning/>)

¿NO PUEDE ASISTIR A LA JUNTA?

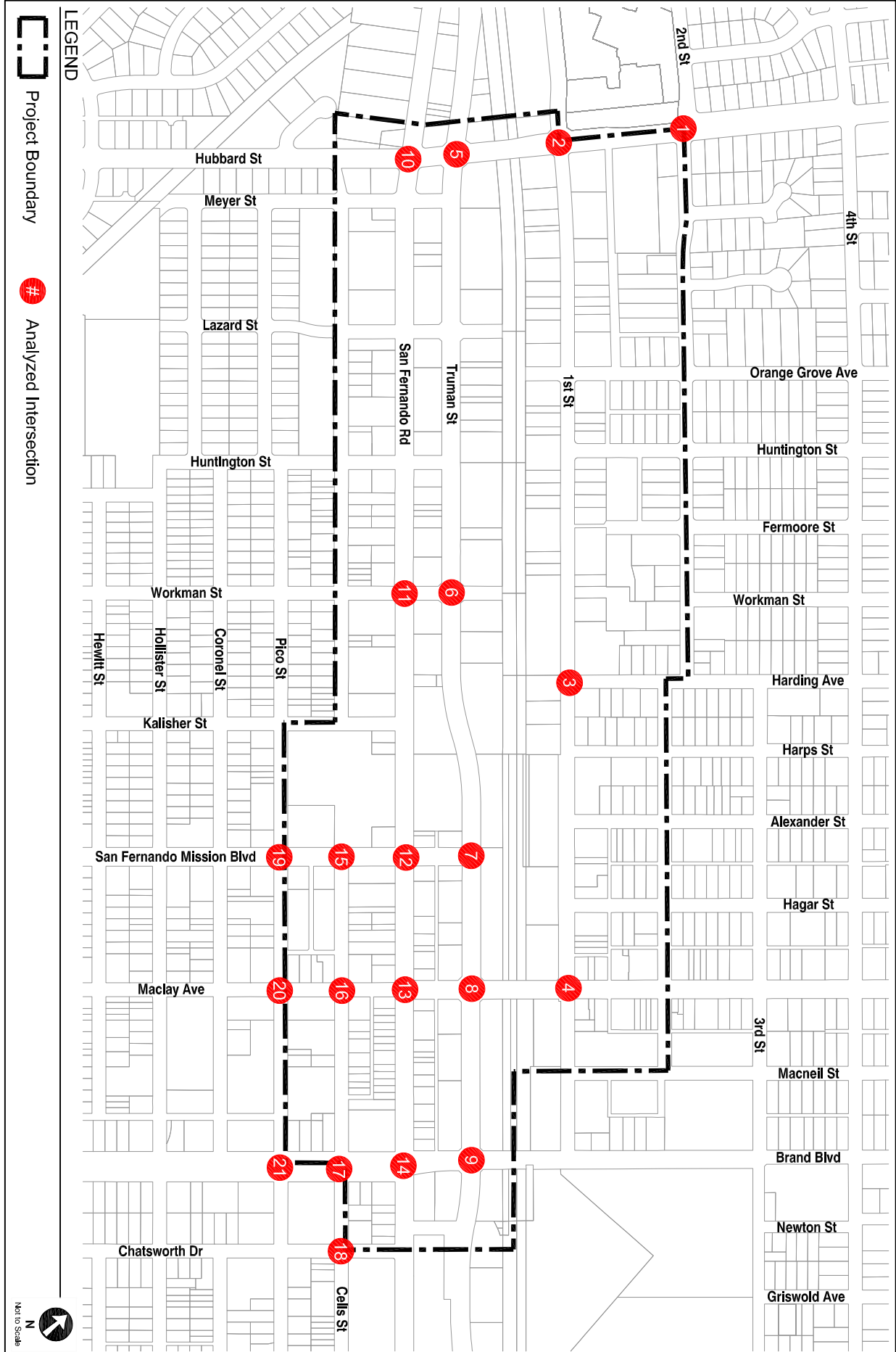
Mándenos sus comentarios por correo o correo electrónico más tardar el 4 de diciembre 2017 a:

Community Development Department - Attention: Jack Wong

117 Macneil Street, San Fernando, CA 91340 | JWong@sfcity.org | 818.898.1227

Please refer to the November 20, 2017 City Council Agenda Report for the following Attachments (<http://ci.san-fernando.ca.us/wp-content/uploads/2017/11/11-20-17-CC-Packet-1.pdf>; see page 460 - 488)

ATTACHMENT “G”	Two Letters from Residents
ATTACHMENT “H”	Comparison of Proposed Changes between SP-4 and SP-5



STUDY AREA AND ANALYZED LOCATIONS

FIGURE
2

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Director of Finance

Date: December 17, 2017

Subject: Consideration to Establish a Transaction Tax (Measure "A") Extension Ad Hoc Committee

RECOMMENDATION:

It is recommended that the City Council appoint two members to the Transaction Tax (Measure "A") Extension Ad Hoc Committee.

BACKGROUND:

1. On June 4, 2013, San Fernando voters approved a temporary half cent Transaction and Use Tax (Measure "A"), which was effective October 1, 2013 and terminates on October 1, 2020.
2. The City has been using Measure A funds toward non-recurring expenditures and to fund a number of critical one-time needs, including, but not limited to: 1) establishing General Fund, Self-Insurance, Equipment Replacement, and Facility Maintenance fund reserves; 2) paying off debt; 3) eliminating deficit fund balances in Grant and other Special Revenue funds; 4) replacing and updating outdated computer hardware, software and telecommunications systems; and 5) funding capital projects to reduce the City's deferred maintenance backlog.
3. The City has been responsible and fiscally prudent with Measure A funds. Through an Annual Report provided at a City Council meeting each September, City Council and City staff demonstrated the efforts taken to ensure that Measure A revenues are being collected, managed, and expended responsibly and in a manner consistent with the communities' goals. The City has also been very transparent about the planned use of Measure A revenues each year through the budget process. Since Fiscal Year (FY) 2014-2015, the City Manager's Budget Message clearly identify how Measure A revenues will be spent.
4. Through June 30, 2017, Measure A has raised a total of \$8,119,982 and is projected to raise another \$7 million before it expires on October 1, 2020. The funds raised by Measure A

Consideration to Establish a Transaction Tax Extension Ad Hoc CommitteePage 2 of 3

have been used to implement the City's Deficit Elimination Plan. Consequently, the City's General Fund deficit has decreased from (\$5.7 million) at the close of FY 2013-2014 to less than (\$1.5 million) at the close of FY 2016-2017, and is projected to be less than (\$1.0 million) by the close of FY 2017-2018.

5. The City has also used Measure A to improve public safety through the purchase of new police vehicles and Mobile Data Terminals; fund key infrastructure improvements including the annual street resurfacing program, Brand Boulevard Median project, and upcoming Glenoaks Boulevard resurfacing project; replace the City's outdated IT network; and fund a number of park facility upgrades.

ANALYSIS:

The sunset of Measure A in 2020 will leave a significant gap in revenues just as the City is starting to build a solid financial base. In order to truly achieve long-term, sustainable financial stability, the City will need to identify on-going revenue sources to, among other things:

- Establish and maintain a General Fund reserve of 25% to weather economic downturns.
- Consistently fund the annual street resurfacing program.
- Dedicate resources to upgrade, replace and maintain Parks Facilities per a Park Master Plan.
- Fund community and cultural events.
- Dedicate resources to replace Police and Public Works vehicles when they reach their useful life.
- Maintain sufficient reserves in the Self Insurance Fund to protect the General Fund from the impact of a large lawsuit.

To secure on-going funding for the afore mentioned items, the City Council may want to consider asking San Fernando voters to extend the Transaction Tax (i.e. Measure "A") in some form.

To that end, staff recommends City Council create an Ad Hoc Committee to work with staff to review the need to extend the Transaction Tax, establish and implement an appropriate public information program (if necessary), and draft ballot arguments (if necessary).

BUDGET IMPACT:

There is minimal financial impact associated with establishing an Ad Hoc Committee. Costs for developing and disseminating public information materials are expected to be less than \$10,000 and can be programmed in the existing budget.

Consideration to Establish a Transaction Tax Extension Ad Hoc CommitteePage 3 of 3

CONCLUSION:

Measure A has been critical to stabilizing the City's finances since its passage in 2013 and has provided the resources necessary to implement the City's Deficit Elimination Plan. Despite the significant progress that has been made over the last four years, a continued revenue stream is necessary to achieve long-term sustainable financial stability.

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Joel Fajardo

Date: December 4, 2017

Subject: General Discussion of Development Issues Including, But Not Limited to, Project Labor Agreements, Down Payment Assistance Programs, and Other Topics of Community Concern or Interest

RECOMMENDATION:

I have placed this on the agenda for City Council discussion and consideration.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs, to be determined, is based on City Council direction.

ATTACHMENT:

A. Form – Request to Agendize an Item for City Council Discussion/Consideration

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME

TITLE

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

PRIORITIES

Is this included in the current FY priorities?

☐ Yes ☐ No

BUDGET

Is this a budgeted item?

☐ Yes ☐ No

FISCAL IMPACT

Is there a fiscal impact? If yes, indicate amount.

☐ Yes ☐ No \$

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

City of Los Angeles

Moderate Income Purchase Assistance (MIPA) Program

LIMITED FUNDS

The Los Angeles Housing + Community Investment Department (HCIDLA) can help you achieve homeownership. The Moderate Income Purchase Assistance (MIPA) Program helps first-time, moderate-income homebuyers purchase homes in the City of Los Angeles by providing subordinate loans to cover the down payment, closing costs, and acquisition.

The City's homeownership program funds are leveraged with private mortgage financing and other assistance programs to achieve the maximum purchasing power for the homebuyer. The MIPA Program provides purchase assistance of up to \$60,000 for households earning between 81%-120% of Area Median Income (AMI), and up to \$35,000 for households earning between 121%-150% of AMI.

The program features and requirements are detailed below:

Homebuyer Eligibility

- First-time homebuyers who have not had ownership interest in any real property in the past three years
- U.S. Citizens, Lawful Permanent Residents, or other Qualified Aliens
- Household income must be within program limits on table below
- Minimum 1% down payment from Borrower's own funds. Some homebuyers may need to contribute more than the required 1% toward the down payment to complete the purchase
- Homebuyer must occupy home as their Primary Residence
- Completion of an eight-hours (8) of homebuyer education course from a HUD and HCIDLA-approved homebuyer education provider

MIPA Loan Features

- Mod 120 loan up to \$60,000, and Mod 150 loan up to \$35,000 – refer to income table below
- Zero percent (0%) interest rate
- Deferred – requiring no monthly payments
- Shared appreciation provision in which the City will share a certain percentage of the appreciation in the value of the property
- Loan and shared appreciation is due on sale, title transfer, first mortgage repayment, or in 30 years as a balloon payment

Property Eligibility

- Home must be located in the City of Los Angeles
- Home must pass HCIDLA property inspection
- 1-unit, single-family homes including condominiums and townhouses
- No home purchase price limits

2017 Maximum Annual Income Limits

Household Size	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
Mod 120 (81%-120% AMI)	\$50,501 - \$75,700	\$57,701 - \$86,500	\$64,901 - \$97,300	\$72,101 - \$108,100	\$77,901 - \$116,750	\$83,651 - \$125,400	\$89,451 - \$134,050	\$95,201 - \$142,700
Mod 150 (121%-150% AMI)	\$75,701 - \$94,650	\$86,501 - \$108,150	\$97,301 - \$121,650	\$108,101 - \$135,150	\$116,751 - \$146,100	\$125,401 - \$156,900	\$134,051 - \$167,700	\$142,701 - \$178,500

How Does this Program Work?

HCIDLA provides a purchase assistance loan of up to \$60,000. The MIPA loan provides the difference between the purchase price plus closing costs (up to 5% of the purchase price) and the amount of the homebuyer's first mortgage loan, down payment, and other funding sources.

MIPA 120 - EXAMPLE

Purchase Price of Home:	\$500,000
Homebuyer's Closing Costs:	<u>\$20,000</u>
Total Funds Needed:	\$520,000

First Mortgage:	\$455,000
Homebuyer Down Payment (1% of Purchase Price):	\$5,000
City's MIPA Loan	<u>\$60,000</u>
Total Funds Available:	\$520,000

The total City MIPA loan in the above example is \$60,000.

How to Apply?

Please contact one of HCIDLA's Participating Lenders to get pre-qualified for a first mortgage and the City's Moderate Income Purchase Assistance (MIPA) Program. Please visit our website at <http://hcidla.lacity.org/homebuyers> for more information or call HCIDLA's Homeownership Unit General Line (213) 808-8800.

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.





Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

Low Income Purchase Assistance (LIPA) Program

Shared Appreciation Example

HCIDLA LIPA Loan	\$60,000
Original Home Purchase Price	\$300,000
HCIDLA Percentage Share of Appreciation (HCIDLA Loan ÷ Purchase Price)	20.00%
Future Sales Price or Appraised Value	\$400,000
Less: Original Purchase Price	\$300,000
Appreciation	\$100,000
Less: Transaction Costs to Sell Property	(\$24,000)
Less: Initial Homebuyer Down Payment	(\$4,500)
Less: Eligible Capital Improvements	\$0
Net Appreciation	\$71,500
Share Appreciation due to HCIDLA (Net Appreciation x HCIDLA Percentage Share)	\$14,300
TOTAL DUE HCIDLA:	
HCIDLA LIPA Loan Amount	\$60,000
HCIDLA Share of Appreciation Amount	\$14,300
TOTAL AMOUNT DUE TO HCIDLA	\$74,300

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.



Fair Housing Lender

Rev: 06.07.17

An Equal Opportunity / Affirmative Action Employer

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Joel Fajardo

Date: December 4, 2017

Subject: Consideration to Adopt an Ordinance Regarding the Regulation of Behested Payments

RECOMMENDATION:

I have placed this on the agenda for City Council discussion and consideration.

It is recommended that the City Council introduce for first reading, in title only, and waive further reading of Ordinance No. 1670 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California, Amending Article VII (Campaign Reform) of Chapter 2 (Administration) by the Addition of Section 2-910 Regarding the Regulation of Behested Payments."

BACKGROUND:

On May 5, 2015, I agendized this item for discussion but no final City Council action was taken. I reported that I would look into ways to improve the ordinance and possibly bring it back to a future meeting.

BUDGET IMPACT:

There is no impact to the budget by introducing this ordinance. Additional future costs, to be determined, is based on City Council direction.

ATTACHMENT:

A. Ordinance No. 1670

ATTACHMENT "A"**ORDINANCE NO. 1670****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING ARTICLE VII
(CAMPAIGN REFORM) OF CHAPTER 2 (ADMINISTRATION)
BY THE ADDITION OF SECTION 2-910 REGARDING THE
REGULATION OF BEHESTED PAYMENTS**

WHEREAS, state law sets forth a reporting scheme under Government Code section 82015(b)(2)(B)(iii) for so-called "behested payments" as part of the Political Reform Act (the "Act") that applies to elected officials of the City of San Fernando (the "City");

WHEREAS, the Act provides that even if a payment is made "at the behest" of an elected official, it is neither a gift nor a contribution if it is made principally for legislative, governmental or charitable purposes;

WHEREAS, the California Fair Political Practices Commission ("FPPC") prescribes a specific Form 803 for behested payment reports, which must be filed within thirty (30) days with the official's agency when the amount of the payment, or aggregate payments for similar purposes made at the behest of the officer by the same source, is \$5,000 or more in a calendar year;

WHEREAS, the public policy behind the reporting of such behested payments is to provide the disclosure of payments to the public in which there may be a potential for influence over a public official; and

WHEREAS, the City Council desires to augment the state law requirements concerning behested payments as set forth below.

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. Article VII (Campaign Reform) of Chapter 2 (Administration) of the City of San Fernando Municipal Code is amended by the addition of Section 2-910 which shall read as follows:

Sec. 2-910. Behested Payments.

(a) Definitions. The terms "payment" and "official" shall have those meanings as set forth in California Government Code Sections 82044 and 82020, respectively.

(b) Payments made for legislative, governmental, or charitable purposes at the behest of a candidate who is an elected officer shall be reported within thirty (30) calendar days to the City Clerk on a form prescribed by the City Clerk.

(c) Within twenty (20) calendar days of receipt of a report submitted pursuant to Subsection (b), above, the City Clerk shall publicly identify the behested payment identified therein at a regular City Council meeting at the conclusion of the public comment portion of a City Council meeting. Alternatively, the applicable elected official can publicly identify his or her reported behested payment within twenty (20) calendar days of the submission of a report submitted pursuant to Subsection (b), above, during his or her closing comments at a City Council meeting.

SECTION 3. 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 Ordinance. This 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 4. 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 become effective thirty (30) days after adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at the regular meeting held on the _____ day of _____, 2017.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the _____ day of _____, 2017 and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Joel Fajardo

Date: December 4, 2017

Subject: Consideration to Appoint an Education Commissioner

RECOMMENDATION:

I recommend that Veronica Pacheco be appointed as my representative to the Education Commission.

BUDGET IMPACT:

The City pays each Commissioner \$50.00 for each meeting attended. There is typically one meeting scheduled each month for a total of \$600 annually for each Commissioner. Funds are appropriated in the Fiscal Year 2017-2018 Adopted Budget.

ATTACHMENT:

A. Commission Application



APPLICATION TO SERVE ON A CITY COMMISSION

Recommended by
City Councilmember:

Joel Fajardo

This is a public document.

To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

Name: Veronica Pacheco Phone Number: [REDACTED]

Residence Address: 603 Fermoore St., San Fernando, CA 9340
Street City State Zip Code

Mailing Address: (if different than above) _____
Street / P.O.Box City State Zip Code

Email: [REDACTED]
business or personal to be used for commission activity

Employer: REAL Journey Academies Position: IT Department

Business Address: 1425 W. Foothill Blvd, Suite 100, Upland, CA 91786
Street City State Zip Code

Business Phone: [REDACTED]

Are you a registered voter of the City of San Fernando? Yes X No _____

Do you own property in the City? Yes _____ No X If yes, please list the address(es) :

Do you own or operate a business in San Fernando? Yes _____ No X

If yes, please state the name and nature of the business:

Member Commitment

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

Veronica Pacheco Digitally signed by Veronica Pacheco
Date: 2017.11.14 23:02:08 -08'00'

Applicant's Signature

11/14/2017

Date

Commission Application Choice(s)

Please indicate which Commission you are interested in:

Education Commission (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Education Commission?

To advise on any educational opportunities for the students and schools within the city of San Fernando.

Parks, Wellness, and Recreation Commission (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

Planning and Preservation Commission (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Planning and Preservation Commission?

Transportation and Safety Commission (Must be at least 18 years old and a registered voter of the City)

What is your understanding of the duties as a member of the Transportation and Safety Commission?

Please attach and submit a brief bio statement to this application.

Veronica Pacheco

I have been living in the city of San Fernando most of my life. I have worked in the education field for over 10 years with experience in information technology, operations and administration. Currently, I am working as the Assistant Director of Academic Resources and Technology for a charter school management organization (REAL Journey Academies, Inc.) in the Inland Empire.