



SAN FERNANDO CITY COUNCIL
ADJOURNED REGULAR MEETING NOTICE AND AGENDA
WEDNESDAY, JUNE 29, 2016 – 7:00 PM

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

One Councilmember will participate via teleconference from:

34324 Siward Drive, Fremont CA 94555

Pursuant to Government Code Section 54953, members of the public will be able to participate from the teleconference location.

CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

San Fernando Police Explorer

APPROVAL OF AGENDA

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.

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CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 16-062 approving the Warrant Register.

2) CONSIDERATION TO AUTHORIZE SUBMITTAL OF GRANT APPLICATION FOR CALIFORNIA YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM

Recommend that the City Council:

- a. Adopt Resolution No. 7744 authorizing the City's submittal of a grant application to the State of California Department of Parks and Recreation California Youth Soccer and Recreation Development Program for a maximum amount of \$1,000,000 to provide funds for park improvements at Las Palmas Park;
- b. Adopt Resolution No. 7749 authorizing the City's submittal of a grant application to the State of California Department of Parks and Recreation California Youth Soccer and Recreation Development Program for a maximum amount of \$1,000,000 to provide funds for park improvements at Pioneer Park;
- c. Authorize the City Manager to accept the grants, if awarded;
- d. Authorize the City Manager to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grants; and
- e. Upon full execution of all grant related documents, authorize the appropriate revenue and expenditure budget amendments as outlined in the Budget Impact section of this report.

3) CONSIDERATION TO APPROVE AN AMENDMENT TO THE CONTRACT WITH WEST COAST ARBORISTS REGARDING THE UNIT PRICE SCHEDULE FOR TREE MAINTENANCE SERVICES

Recommend that the City Council:

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- a. Approve an amendment to Contract No. 1568 with West Coast Arborists amending the unit price schedule for tree maintenance services in amount not-to-exceed annual budget appropriations; and
- b. Authorize the City Manager or designee to execute all related documents.

4) CONSIDERATION OF DISPOSITION OF SURPLUS CITY-OWNED PERSONAL PROPERTY

Recommend that the City Council:

- a. Declare all the items on the Surplus City-Owned Personal Property List as surplus; and
- b. Authorize the City Manager to dispose of surplus City-owned personal property in accordance with Chapter 2, Article VI, Division 7, of the City of San Fernando Municipal Code.

5) CONSIDERATION TO PURCHASE A FORD F-550 XL DUAL REAR WHEEL GASOLINE POWERED UTILITY TRUCK WITH FLATBED BODY UNDER THE NATIONAL JOINT POWER ALLIANCE AND RELATED WATER OPERATIONS EQUIPMENT

- a. Authorize the City Manager to execute a Purchase Order for a 2017 Ford F-550 XL Dual Rear Wheel Gasoline Powered Utility Truck with Flatbed Body, in an amount not to exceed \$58,608 from National Auto Fleet Group under the NJPA; and
- b. Authorize the City Manager to execute a Purchase Order for a Wachs ERV-750 Automated Valve Operator and Hydro-Vac for an amount not to exceed \$61,183 from E.H. Wachs Water Utility Products.

6) CONSIDERATION TO PURCHASE TWO COMPRESSED NATURAL GAS FORD F-250 UTILITY BODY TRUCKS AND DESIGNATE OUTDATED TRUCKS AS SURPLUS PROPERTY

Recommend that the City Council:

- a. Authorize the City Manager to execute a Purchase Order with Galpin Motors, Inc. for the purchase of two Compressed Natural Gas Ford F-250 Utility Body Trucks with Aluminum Service Body, in an amount of \$92,876; and
- b. Designate outdated trucks (i.e., Unit Numbers PW-4464 and EL-2073) as surplus property and authorize the City Manager to dispose of surplus property per City Code.

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7) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE FISCAL YEAR 2016-2017 ARTICLE XIIIIB APPROPRIATIONS (GANN) LIMIT

Recommend that the City Council adopt Resolution No. 7741 setting the FY 2016-2017 Article XIIIIB Appropriation Limit at \$46,868,582.

8) CONSIDERATION TO AWARD A CONTRACT FOR SOUTH HUNTINGTON STREET IMPROVEMENTS BETWEEN SAN FERNANDO ROAD AND HOLLISTER STREET, CDBG PROJECT NO. 601716-15 JOB NO. 7590, PLAN NO. P-719

Recommend that the City Council:

- a. Approve plans and specifications for the South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG Project No. 601716-15, Job No. 7590, Plan No. P-719;
- b. Accept the lowest responsive bid from Toro Enterprises, Inc., for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with Toro Enterprises, Inc., (Contract No. 1828) for an amount not to exceed \$159,958.00; and
- d. Establish an amount of 20% of the contract amount (\$31,991.60), as a contingency, to cover the cost of unforeseen construction expenses.

9) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING A RETIREE HEALTH SAVINGS PROGRAM AND APPROVE ADMINISTRATIVE SERVICE AGREEMENTS WITH ICMA-RC TO PROVIDE DEFERRED COMPENSATION AND RETIREE HEALTH SAVINGS PLAN ADMINISTRATION

Recommend that the City Council:

- a. Adopt Resolution No. 7745 establishing a Retiree Health Savings Plan with ICMA-RC;
- b. Authorize the City Attorney to draft, review and finalize Deferred Compensation and Retiree Health Savings Plan Administrative Services Agreements with ICMA-RC; and
- c. Authorize the City Manager to execute the agreements and all documents necessary to implement the Deferred Compensation and Retiree Health Savings programs.

10) CONSIDERATION TO ADOPT RESOLUTIONS AMENDING THE SALARY SCHEDULE AND TABLE OF ORGANIZATION FOR FISCAL YEAR (FY) 2016-2017

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Recommend that the City Council:

- a. Adopt Resolution No. 7739 amending the Salary Schedule for FY 2016-2017; and
- b. Adopt Resolution No. 7740 approving the Table of Organization for FY 2016-2017.

11) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO RJM DESIGN GROUP, INC. FOR PARK MASTER PLAN DEVELOPMENT SERVICES

Recommend that the City Council:

- a. Approve the terms and award RJM Design Group, Inc. a Professional Services Agreement (Contract No. 1826) for Park Master Plan Development Services; and
- b. Adopt Resolution No. 7742 to increase the expenditures of FY 2015-2016, Fund 017, budget by \$20,860.

PUBLIC HEARING**12) CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING OF THE FISCAL YEAR (FY) 2016-2017 CITY BUDGET OR, ALTERNATIVELY, CONSIDERATION AND APPROVAL OF A CONTINUING BUDGET RESOLUTION CONTINUING THE FY 2015-2016 CITY BUDGET PENDING FINAL APPROVAL OF THE FY 2016-2017 CITY BUDGET**

Recommend that the City Council:

- a. Open the Public Hearing; and
- b. Receive a presentation from City staff;
- c. Pose questions to City staff.

It is then recommended that the City Council:

- a. Close the Public Hearing; and
- b. Approve Resolution No. 7746 adopting the FY 2016-2017 Budget, subject to such modifications or amendments as may be stated by the City Council in its motion to approve the Resolution.

Or, in the alternative;

- c. Continue the Public Hearing to a date certain by or before July 20, 2016; and

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- d. Approve Continuing Budget Resolution No. 7747 which continues the FY 2015-2016 City Budget pending final approval of the FY 2016-2017 Budget by or before July 20, 2016.

13) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE 2015 URBAN WATER MANAGEMENT PLAN

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, adopt Resolution No. 7743 adopting all components of the 2015 Urban Water Management Plan.

COMMITTEE/COMMISSION LIAISON UPDATES**GENERAL COUNCIL COMMENTS****STAFF COMMUNICATION****ADJOURNMENT**

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

Elena G. Chávez, CMC

City Clerk

Signed and Posted: June 23, 2016 (5:00 p.m.)

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

Adjourned Regular Meeting San Fernando City Council

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Nick Kimball, Finance Director

Date: June 29, 2016

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 16-062 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for City Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the City 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 City 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 Register has been reviewed for completeness and that sufficient funds are available for payment of the Warrant Register.

There is one Warrant Register attached due to the lack of a formal City Council meeting on June 20, 2016. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 and the memorandum provided to the City Treasurer approving the release of the Warrants are attached to this report (Attachments "B" and "C").

Consideration to Adopt Resolution Approving the Warrant Register

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ATTACHMENTS:

- A. Resolution 16-062
- B. Resolution No. 6212 (August 3, 1992)
- C. Memorandum Approving Release of Warrant Register (June 20, 2016)

ATTACHMENT "A"**RESOLUTION NO. 16-062****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 16-062****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 29th day of June, 2016.

Robert C. Gonzales, 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 29th day of June, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page: 1	
06/15/2016 11:31:16AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201613	6/20/2016	891587 ABLE MAILING INC.	24310	11238	FULFILLMENT; FOLD TWO PCS, INSERT		
				11238	070-382-0000-4300	101.27	
					072-360-0000-4300	101.26	
			24311		WATER ENV STORAGE FEE-MAY 2016		
					070-382-0000-4300	12.50	
					072-360-0000-4300	12.50	
					Total :	227.53	
201614	6/20/2016	100066 ADS ENVIRONMENTAL SERVICES,INC	22101.22-0516	11266	FY 15-16 DESIGN, INSTALLATION & MO		
					072-360-0000-4260	1,555.00	
					Total :	1,555.00	
201615	6/20/2016	888356 ADVANCED AUTO REPAIR	1034		REPAIR SIDE DOOR CYLINDER-PD2874		
			1035		041-320-0222-4400	65.00	
			1036		REPL SHIFTER TUBE & BUSHINGS-WA-		
					070-383-0000-4400	245.00	
			1037		REPL RAD/ FAN & VACUUM HARNESS-I		
					041-320-0225-4400	406.09	
			1039		DRIVER DOOR GLASS REGULATOR-PC		
					041-320-0225-4400	158.08	
			1041		REPLACE PLUGS & RE-THREAD-WA44		
					070-381-0000-4400	196.43	
					REPL DOOR HANDLE, SHIFTER/DOOR		
					041-320-0390-4400	333.97	
					Total :	1,404.57	
201616	6/20/2016	100070 ADVANCED ELECTRONICS INC.	80001478	11239	COMPUTER MAINTENANCE		
					001-135-0000-4260	6,761.57	
					Total :	6,761.57	
201617	6/20/2016	887377 AKEMON, DOLORES	JUNE 2016		COMMISSIONER'S REIMB.		
					001-310-0000-4111	50.00	
					Total :	50.00	
201618	6/20/2016	891929 ALL AMERICAN CLEANERS	4767		MMAP TABLECLOTHS CLEANED		
					001-424-0000-4260	120.00	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
201618	6/20/2016	891929 891929 ALL AMERICAN CLEANERS	(Continued)			Total :	120.00
201619	6/20/2016	100143 ALONSO, SERGIO	MAY 2016		MMAP INSTRUCTOR 109-424-3637-4260	950.00	
					Total :	950.00	
201620	6/20/2016	892256 ALVAREZ, LINA	321689		SENIOR TRIP REFUND 004-2384	13.00	
					Total :	13.00	
201621	6/20/2016	890411 ARC DOCUMENT SOLUTIONS, LLC	8645229		COPIES-METRO PUBLIC TRACK PROJ 001-310-0000-4300	25.13	
			8647594		COPIES-PLANS SFRD & SF MISSION 001-310-0000-4300	28.98	
					Total :	54.11	
201622	6/20/2016	888321 ARRIZON, FRANCISCO	JUNE 2016		COMMISSIONER'S REIMB 001-310-0000-4111	50.00	
					Total :	50.00	
201623	6/20/2016	100222 ARROYO BUILDING MATERIALS, INC	166477		CONCRETE-647 HOLLISTER @ WOLFS 011-311-0000-4600	153.74	
			166478		CEMENT-647 HOLLISTER @ WOLFSKIL 011-311-0000-4600	9.31	
			166487		CONCRETE-647 HOLLISTER @ WOLFSK 011-311-0000-4600	163.05	
			166489		CONCRETE-647 HOLLISTER @ WOLFS 011-311-0000-4600	108.27	
			166490		MATL'S FOR SIDEWALK REPAIR 070-383-0000-4300	122.19	
			167304		MATL'S FOR DRIVEWAY APPROACH 011-311-0000-4600	101.16	
			167306		ITEMS RETURNED 011-311-0000-4600	-49.38	
			167307		MATL'S FOR DRIVEWAY APPROACH 011-311-0000-4600	40.73	
			167751		MATL'S FOR R/R SEWER LIDS & RINGS		

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201623	6/20/2016	100222 ARROYO BUILDING MATERIALS, INC	(Continued)			
			167845		072-360-0301-4300 ITEM RETURNED	307.91
			168456		011-311-0000-4600 BROOMS	-61.58
					001-311-0000-4300	79.83
					Total :	975.23
201624	6/20/2016	889037 AT&T MOBILITY	875587443		MODEM FOR MESSAGE BOARD~ 001-310-0000-4220	65.41
					Total :	65.41
201625	6/20/2016	889942 ATHENS SERVICES	REPL CK100940		REPL STL DTD CK-CONCRETE SPILL C 001-2140	54.50
					Total :	54.50
201626	6/20/2016	892252 AYALA, JUANA	381801		SENIOR TRIP REFUND 004-2384	10.00
					Total :	10.00
201627	6/20/2016	890546 BARAJAS, CRYSTAL	MAY 2016		MMAP MENTOR INSTRUCTOR 109-424-3637-4260	255.00
					Total :	255.00
201628	6/20/2016	891796 BATTERY SYSTEMS INC	2587686		BATTERIES 041-320-0000-4300	95.28
					Total :	95.28
201629	6/20/2016	100405 BONANZA CONCRETE, INC.	52580	11381	CONCRETE POUR FOR VARIOUS PRO. 011-311-0000-4600	3,702.00
			52880	11381	011-311-0000-4600 CONCRETE POUR FOR VARIOUS PRO. 011-311-0000-4600	351.69
					Total :	4,992.65
201630	6/20/2016	100462 BYRD INDUSTRIAL ELECTRONICS	508-16		PROG. KEY PADS-WELL4; RESV'S; WEI 070-384-0000-4260	1,536.23
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					Total :	1,536.23
201631	6/20/2016	891455 CALIFORNIA RESERVE	1894		ANNUAL MEMBERSHIP DUES 001-226-0000-4360	1,440.00
					Total :	1,440.00
201632	6/20/2016	891860 CARL WARREN & COMPANY	10139-10144		REIMB.OF ITF ACCT (LIABILITY CLAIMS 006-1037	5,960.04
					Total :	5,960.04
201633	6/20/2016	892260 CASILLAS, JORGE	54-3695-05		WATER ACCT REFUND-1028 NEWTON 070-2010	45.93
					Total :	45.93
201634	6/20/2016	100713 CITY OF GLENDALE	GLN0000006832		WATERMASTER COST SHARE AGREEM 070-381-0000-4270	4,496.05
					Total :	4,496.05
201635	6/20/2016	100805 COOPER HARDWARE INC.	100633		SUPPLIES-PW WEEK 001-346-0301-4300	61.07
			100693		SUPPLIES FOR PW WEEK @ LOT 6N 001-346-0301-4300	33.64
			100762		BUS SHELTERS 011-311-0000-4600	19.78
			100771		MAT'L'S TO COVER AIR VENTS ON WAT 070-384-0000-4310	17.81
			100788		PAINTING TAPE 043-390-0000-4300	26.57
					Total :	158.87
201636	6/20/2016	889592 CUELLAR, JIMMY KYLE	MAY 2016		MMAP INSTRUCTOR 109-424-3637-4260	400.00
					Total :	400.00
201637	6/20/2016	892262 DELGADILLO, MARTINA	54-4350-01		WATER ACCT REFUND-1157 MACNEIL 070-2010	76.75
					Total :	76.75
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201638	6/20/2016	891533 DEXMEDIA	720341884		DOMAIN REG & E-MAIL HOSTING-MAY 001-190-0000-4220	53.09
					Total :	53.09
201639	6/20/2016	101004 DUNN-EDWARDS CORPORATION	5661314		MATL'S FOR BRAND ISLAND SIGN PRC 043-390-0000-4300	60.28
			5667808		PAINT-CYCLING PATIO 017-420-1337-4300	63.10
					Total :	123.38
201640	6/20/2016	892263 EAGLE VISTA EQUITIES	54-3610-07		WATER ACCT REFUND-938 NEWTON 070-2010	46.58
					Total :	46.58
201641	6/20/2016	892250 ESPINOZA ROOFING INC.	3763		NEW ROOF & GUTTER-WELL 4A PUMP 070-384-0000-4330	2,400.00
					Total :	2,400.00
201642	6/20/2016	890879 EUROFINS EATON ANALYTICAL, INC	L0264547		WATER ANALYSIS - F589268 070-384-0000-4260	139.60
			L0264548		WATER ANALYSIS - F589270 070-384-0000-4260	164.00
			L0264627		WATER ANALYSIS - F588951 070-384-0000-4260	139.60
			L0264893		WATER ANALYSIS - F587747 070-384-0000-4260	139.60
			L0264897		WATER ANALYSIS - F589628 070-384-0000-4260	139.60
			L0265745		WATER ANALYSIS - F591350 070-384-0000-4260	139.60
			L0265772		WATER ANALYSIS - F590474 070-384-0000-4260	164.00
			L0265775		WATER ANALYSIS - F5900937 070-384-0000-4260	139.60
			L0265898		WATER ANALYSIS - F590171 070-384-0000-4260	139.60
			L0265899		WATER ANALYSIS - F90472	

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201642	6/20/2016	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)		070-384-0000-4260	139.60
					Total :	1,444.80
201643	6/20/2016	890897 EVAN BROOKS ASSOCIATES, INC	16006-14	11229	ENG DESIGN SERVICES FOR SAFE RC 010-370-3636-4600	4,900.00
					Total :	4,900.00
201644	6/20/2016	103851 EVERSOFIT, INC.	R1573910		SOFTNER-WELL 2A 070-384-0000-4260	217.74
			R1573911		SOFTNER RENTAL-WELL 4A 070-384-0000-4260	146.85
			R1573912		SOFTENER RENTAL-WELL 3 070-384-0000-4260	34.72
					Total :	399.31
201645	6/20/2016	891622 FARMER BROTHERS	63573129		BREAKROOM SUPPLIES 001-222-0000-4300	328.91
					Total :	328.91
201646	6/20/2016	101147 FEDEX	5-430-837-09		COURIER SERVICE 001-190-0000-4280	75.60
					Total :	75.60
201647	6/20/2016	892255 FERNANDEZ, JESSICA	2000237.001		DAY CAMP & FIELD TRIP REFUND 017-3770-1399	120.00
					Total :	120.00
201648	6/20/2016	892198 FRONTIER COMMUNICATIONS	2090-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	89.68
			209-150-5145-010598		PAC 50 TO SHERRIFFS 001-222-0000-4220	563.64
			209-150-5251-040172		MWD METER (P.W.) 070-384-0000-4220	46.19
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	42.03
			209-151-4941-102990		POLICE PAGING	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201648	6/20/2016	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-188-4362-031792		001-222-0000-4220 PD MAJOR PHONE LINES	42.03
			209-188-4363-031892		001-222-0000-4220 VARIOUS PHONE LINES	1,738.24
					001-190-0000-4220	67.71
					070-384-0000-4220	208.83
					001-420-0000-4220	232.60
			818-361-0901-051499		SEWER FLOW MONITORING	
					072-360-0000-4220	49.21
			818-361-3958-091407		CNG STATION	
					041-320-3661-4220	46.50
			818-3616728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	22.67
			818-365-5097-120298		PD NARCOTICS VAULT	
					001-222-0000-4220	22.56
			818-831-5002-052096		PD SPECIAL PROBLEMS	
					001-222-0000-4220	42.77
			818-837-1509-032207		PUBLIC WORKS PHONE LINES	
					001-190-0000-4220	22.43
			818-838-1841-112596		ENGINEERING FAX MODEM	
					001-310-0000-4220	23.27
			818-838-4969-021803		PD ALARM PANEL	
					001-222-0000-4220	104.14
					Total :	3,364.50
201649	6/20/2016	892173 FS CONTRACTORS, INC.	2047		SRTS CYCLE 7 - CONSTRUCTION OF II	
				11358	010-370-3636-4600	78,995.25
				11358	012-311-3636-4600	8,777.25
					010-2037	-3,949.76
					012-2037	-438.86
					Total :	83,383.88
201650	6/20/2016	887249 GALLS, LLC	005448808		UNIFORM	
					001-222-0000-4300	207.08
			005448809		UNIFORM	
					001-222-0000-4300	123.91

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201650	6/20/2016	887249 887249 GALLS, LLC	(Continued)			
					Total :	330.99
201651	6/20/2016	891351 GARCIA, DEBRA	REPL STL DTD CKS		REPL VARIOUS STL DTD CHECKS-	
					001-2140	2,742.60
					Total :	2,742.60
201652	6/20/2016	101296 GEMINI GROUP L.L.C.	116-12592		ANNUAL CCR WATER QUALITY REPOR	
					070-381-0000-4430	2,498.00
					Total :	2,498.00
201653	6/20/2016	889532 GILMORE, REVA A.	05/14/16-05/27/16		FOOD SERVICE MANAGER	
					115-422-3750-4270	26.00
			05/28/16-06/10/2016		FOOD SERVICE MANAGER	
					115-422-3750-4270	539.50
					115-422-3752-4270	130.00
					Total :	695.50
201654	6/20/2016	891664 GOLDEN TOUCH CLEANING, INC	62790		MAY-JANITORIAL SERVICES CONTRAC	
				11242	043-390-0000-4260	13,345.50
					Total :	13,345.50
201655	6/20/2016	889535 GOMEZ, GILBERT	05/28/16-06/10/16		HDM DRIVER	
					115-422-3752-4270	140.00
					115-422-3752-4390	36.40
					Total :	176.40
201656	6/20/2016	101376 GRAINGER, INC.	9107635287		CORRUGATED SHELF BINS	
					070-383-0301-4300	97.23
			9113126339		RADIO HEADSET	
					043-390-0000-4300	61.32
			9114759047		REPLMNT WASHERS-CNG STATION	
					041-320-3661-4400	176.89
			9114759054		COMPRESSOR OIL-CNG STATION	
					041-320-3661-4400	576.23
					Total :	911.67
201657	6/20/2016	892257 GUTIERREZ, NATIVIDAD	381828		SENIOR TRIP REFUND	
					004-2384	20.00

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201657	6/20/2016	892257 892257 GUTIERREZ, NATIVIDAD	(Continued)			Total : 20.00
201658	6/20/2016	101434 GUZMAN, JESUS ALBERTO	MAY 2016		MMAP INSTRUCTOR 109-424-3637-4260	1,300.00 Total : 1,300.00
201659	6/20/2016	101427 H.C. STROUD	13115		R&R FAN-WELL 2A 070-384-0000-4330	130.31 Total : 130.31
201660	6/20/2016	888646 HD SUPPLY WATER WORKS, LTD	F224941 F494186 F555871 F572816		STREET CAPS 070-383-0301-4300 BALL METER VALVES 070-383-0301-4300 ANGLE KEY VALVES 070-383-0301-4300 ITEMS RETURNED 070-383-0301-4300	294.31 1,783.45 757.90 -666.10 Total : 2,169.56
201661	6/20/2016	101511 HINDERLITER DE LLAMAS & ASSOC.	0025517-IN		CONTRACTUAL SERVICES-SALES & TF 001-130-0000-4270	2,705.55 Total : 2,705.55
201662	6/20/2016	888052 HINOJOS, MARIA	491724		SENIOR TRIP REFUND 004-2384	10.00 Total : 10.00
201663	6/20/2016	101529 HOME DEPOT 0609	REFUND		2015-CHRISTMAS TREE LOT DEP REFL 001-2710	350.00 Total : 350.00
201664	6/20/2016	101599 IMAGE 2000 CORPORATION	35812		MULT. COPIERS CONTRACT USAGE 04 104-420-0000-4260 001-135-0000-4260 072-360-0000-4450 001-135-0000-4260 103-420-0000-4260	69.79 1,108.90 25.30 123.68 69.79

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201664	6/20/2016	101599 101599 IMAGE 2000 CORPORATION	(Continued)		Total :	1,397.45
201665	6/20/2016	101647 INTERSTATE BATTERY	30067821		BATTERY-PD1147 041-320-0225-4400	95.21
					Total :	95.21
201666	6/20/2016	891777 IRRIGATION EXPRESS	15051058-00		IRRIGATION VALVE REPL @ LOT 6N 043-390-0000-4300	151.74
			15051513-00		PW MAINT. WORKER TESTING MATL'S 043-390-0000-4300	109.74
					Total :	261.48
201667	6/20/2016	887952 J. Z. LAWNMOWER SHOP	12079		SPARK PLUG CASE & STARTER FLUID 001-346-0000-4300	47.00
			12090		MATL'S FOR MALL TREES 001-346-7510-4300	142.24
					Total :	189.24
201668	6/20/2016	889680 JIMENEZ LOPEZ, JUAN MANUEL	MAY 2016		MMAP INSTRUCTOR 109-424-3637-4260	650.00
					Total :	650.00
201669	6/20/2016	892118 JOHN ROBINSON CONSULTING, INC.	CSF201602-01	11345	2015 URBAN WATER MANAGEMENT PL 070-384-0000-4260	19,599.40
					Total :	19,599.40
201670	6/20/2016	890463 KJC LATENT PRINT SERVICE	SF00030		FINGERPRINT CLASSIFICATIONS 001-224-0000-4270	150.00
					Total :	150.00
201671	6/20/2016	891738 KNIGHT COMMUNICATIONS INC	2010673	11249	INFORMATION TECHNOLOGY MANAGE 001-135-0000-4270	10,000.00
					Total :	10,000.00
201672	6/20/2016	101929 LINGO INDUSTRIAL ELECTRONICS	32328		CONTROLLER REPL-THIRD/BRAND 001-370-0301-4300	1,630.64
			32331		REPL PART-TRUMAN/HUBBARD KNOCI 001-370-0000-4430	954.84

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201672	6/20/2016	101929 101929 LINGO INDUSTRIAL ELECTRONICS	(Continued)			Total : 2,585.48
201673	6/20/2016	102006 LOS ANGELES COUNTY	FILE 3641507200113		COURT CASE 08K30896-LEVY ON ANY 001-310-0000-4111	50.00 Total : 50.00
201674	6/20/2016	892251 LOS ANGELES TRUCK CENTERS LLC	WP1243040		STROBE LED'S FOR FLEET 041-1215	318.65 Total : 318.65
201675	6/20/2016	889014 LUJAN, JUANITA	321694		SENIOR TRIP REFUND 004-2384	40.00 Total : 40.00
201676	6/20/2016	102063 MACKAY METERS, INC.	1043223		(5) COMPLETE PARKING METER HEAD 029-335-0000-4320	2,181.31 Total : 2,181.31
201677	6/20/2016	889533 MARTINEZ, ANITA	05/14/16-05/27/16 05/28/16-06/10/16		FOOD SERVICE INTAKE CLERK 115-422-3750-4270 FOOD SERVICE INTAKE CLERK 115-422-3750-4270	10.00 190.00 Total : 200.00
201678	6/20/2016	888254 MCCALLA COMPANY	73831		GLOVES & WYPALL TOWELS 001-222-0000-4300	174.52 Total : 174.52
201679	6/20/2016	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINES 007-440-0441-4220	33.63 Total : 33.63
201680	6/20/2016	891054 MEJIA, YVONNE G	JUNE 2016 MAY 2016		COMMISSIONER'S REIMB. 001-115-0000-4111 COMMISSIONER'S REIMB. 001-115-0000-4111	50.00 50.00 Total : 100.00

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201681	6/20/2016	102148 METROPOLITAN WATER DISTRICT	8713		CAPACITY CHARGE 070-384-0000-4450	4,450.83 Total : 4,450.83
201682	6/20/2016	891630 MGT OF AMERICA, INC.	28293	11276	CONSULTING SERV. SB90 STATE REI 001-130-0000-4270	1,425.00 Total : 1,425.00
201683	6/20/2016	892140 MICHAEL BAKER	944255	11323	FULL SERVICE ADMINISTRATION AND I 026-311-0138-4270	360.00 Total : 360.00
201684	6/20/2016	102226 MISSION LINEN & UNIFORM	502564537 502591999 502611249 502635032 502653956		LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350	91.20 96.33 92.19 89.40 65.27 Total : 434.39
201685	6/20/2016	102303 NACHO'S ORNAMENTAL SUPPLY	INV093303 INV093603 INV093611 INV093629		PERF SHEET METAL TO COVER AIR VE 070-384-0000-4310 MAT'L'S FOR GATE REPAIR-LP PARK 043-390-0000-4300 MAT'L'S FOR GATE REPAIR-LP PARK 043-390-0000-4300 BASKET FOR SEWER JETTER TOOLS 072-360-0000-4310	3.29 30.58 6.57 34.43 Total : 74.87
201686	6/20/2016	102325 NAPA AUTO PARTS	898747 898750		STROBE LIGHTS - PW4534 041-320-0000-4340 WHEEL CHOCK-SMALL TOOLS	226.96

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201686	6/20/2016	102325 NAPA AUTO PARTS	(Continued)			
			898768		041-320-0000-4340 PLUGS & COIL PACKS	70.91
			898773		070-381-0000-4400 COIL PACK EXCHANGE	245.63
					070-381-0000-4400	-25.91
					Total :	517.59
201687	6/20/2016	891355 NAREZ, FABIAN	MAY 2016		MMA MENTOR INSTRUCTOR	
					109-424-3637-4260	240.00
					Total :	240.00
201688	6/20/2016	102410 NORTHRIDGE HOSPITAL MEDICAL	52616		SART EXAM	
					001-224-0000-4270	730.00
					Total :	730.00
201689	6/20/2016	102403 NOW IMAGE PRINTING	6097		500 TEMPORARY NO PARKING SIGNS	
					070-383-0301-4300	175.20
					Total :	175.20
201690	6/20/2016	102432 OFFICE DEPOT	1938000965		OFFICE SUPPLIES	
			1938720103		001-222-0000-4300 SENIOR EXPO SUPPLIES	103.06
			1938784306		001-422-0000-4300 OFFICE SUPPLIES RETURNED	150.45
			839816874001		001-222-0000-4300 OFFICE SUPPLIES	-26.69
			839816981001		043-390-0000-4300 OFFICE SUPPLIES	74.42
			839816981002		043-390-0000-4300 OFFICE SUPPLIES	21.72
			840755602001		070-384-0000-4300 OFFICE SUPPLIES	4.66
			840755602002		001-222-0000-4300 OFFICE SUPPLIES	13.33
			840755786001		001-222-0000-4300 OFFICE SUPPLIES	3.82

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201690	6/20/2016	102432 OFFICE DEPOT	(Continued)			
			840755787001		001-222-0000-4300 OFFICE SUPPLIES	7.22
			841851301001		001-222-0000-4300 OFFICE SUPPLIES	52.17
					001-222-0000-4300	224.06
					Total :	628.22
201691	6/20/2016	890095 O'REILLY AUTO PARTS	4605-191512		RADIATOR & CAP & FAN-PD3030	
			4605-192181		041-320-0225-4400 RETURNED RADIATOR & FAN-PD3030	402.64
			4605-192411		041-320-0225-4400 WIPERS & OIL FILTERS FOR FLEET	-395.94
			4605-192461		041-1215 OIL FOR TURBO UNITS	121.75
			4605-193425		041-1215 TRAILER JACK-CE2394	164.20
			4605-194290		041-320-0152-4400 041-1215 FRONT SHOCKS-PW3989	67.76 45.00
					041-320-0311-4400	81.82
					Total :	487.23
201692	6/20/2016	102492 ORTIZ, LESLIE	002		SENIOR EXPO DJ & SOUND SYSTEM	
					001-422-0000-4300	250.00
					Total :	250.00
201693	6/20/2016	892095 OSCAR SIGNS	053116		RECRUITMENT BANNER	
					001-222-0000-4300	96.00
					Total :	96.00
201694	6/20/2016	102506 PANTOJA, DANITZA	JUNE 2016		COMMISSIONER'S REIMB.	
			MAY 2016		001-115-0000-4111 COMMISSIONER'S REIMB.	50.00
			REIMB.		001-115-0000-4111 ITEMS PURCHASED-2016 SCHOLARSH	50.00
					001-115-0000-4111	71.90

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201694	6/20/2016	102506 102506 PANTOJA, DANITZA	(Continued)			Total : 171.90
201695	6/20/2016	892259 PARRIS, MICHAEL	35-2300-04		WATER ACCT REFUND-1423 TRUMAN 070-2010	133.11 Total : 133.11
201696	6/20/2016	889545 PEREZ, MARIBEL	REIMB.		REIMB.-REG. PARK SUMMIT WORKSHC 001-420-0000-4360	132.00 Total : 132.00
201697	6/20/2016	891903 POLA, ALICIA	MAY 2016		MMAP ASSISTANT 109-424-3637-4260	1,812.50 Total : 1,812.50
201698	6/20/2016	890602 POLLARD WATER	0042502-1 0042507		CHISEL DIG BAR 070-383-0000-4310 KNEE MATS 070-383-0000-4310	130.22 133.31 Total : 263.53
201699	6/20/2016	102666 PREFERRED DELIVERY SYSTEMS INC	549-147		COURIER SERVICE 001-222-0000-4260	103.00 Total : 103.00
201700	6/20/2016	102688 PROFESSIONAL PRINTING CENTERS	10218		BANNER-EDUATION COMMISSION 001-115-0000-4111	48.00 Total : 48.00
201701	6/20/2016	891379 PROTECT YOUTH SPORTS	430655		BACKGROUND CHECKS FOR COACHE 017-420-1328-4260	62.85 Total : 62.85
201702	6/20/2016	891881 REMENIH, MICHAEL	JUNE 2016 REIMB.		COMMISSIONER'S REIMB 001-115-0000-4111 ITEMS PURCHASED-2016 SCHOLARSH 001-115-0000-4111	50.00 78.43 Total : 128.43
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201703	6/20/2016	891912 REPUBLIC SERVICES #902	0902-006192563	11337	BULK PICK UP & MALL AREA SERVICE 073-350-0000-4260	975.00 Total : 975.00
201704	6/20/2016	889602 RESPOND SYSTEMS	295980 295981 99632		FIRST AID SUPPLIES-PW SITES 043-390-0000-4300 FIRST AID SUPPLIES-PW SITES 043-390-0000-4300 YELLOW CAUTION TAPE 070-383-0000-4310	298.39 325.26 91.23 Total : 714.88
201705	6/20/2016	892078 REWARD STRATEGY GROUP	3506-7	11304	CITY-WIDE CLASSIFICATION AND 001-190-0000-4270	12,860.00 Total : 12,860.00
201706	6/20/2016	891377 REYES, JOSE	05/28/16 - 06/10/16		HDM DIRVER 115-422-3752-4270 115-422-3752-4390	180.00 56.16 Total : 236.16
201707	6/20/2016	102855 RIO HONDO REGIONAL	S16-136ZSFN		TRAINING 001-225-0000-4360	18.40 Total : 18.40
201708	6/20/2016	887296 ROBLEDO, OLIVIA	JUNE 2016 MAY 2016		COMMISSIONER'S REIMB 001-115-0000-4111 COMMISSIONER'S REIMB 001-115-0000-4111	50.00 50.00 Total : 100.00
201709	6/20/2016	892036 ROTHSCHILD, DEBORAH	04/04/16-05/13/16		EXERCISE INSTRUCTOR (CARDIO & S 017-420-1322-4260	55.00 Total : 55.00
201710	6/20/2016	102930 ROYAL WHOLESALE ELECTRIC	8901-729607 8901-729617		MATL'S-STREET LIGHT KNOCKDOWN-F 027-344-0301-4300 BIRD SPIKE FOR NEW LED	2,241.55
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201710	6/20/2016	102930 ROYAL WHOLESALE ELECTRIC	(Continued)		029-335-0301-4300	58.86
					Total :	2,300.41
201711	6/20/2016	102940 RUIZ, RONALD	REPL CK 82100		REPL STL DTD CK - TRAVEL REIMB 001-2140	159.09
					Total :	159.09
201712	6/20/2016	103010 SAM'S CLUB DIRECT, #0402814188546	3141		SENIOR EXPO SUPPLIES & REFRESHM 004-2346	531.11
			9020		BAND-AIDS & GLOVES	45.90
					017-420-1334-4300	45.89
					017-420-1328-4300	13.11
					Total :	636.01
201713	6/20/2016	103052 SAN FERNANDO POLICE DEPT.	REIMB.		REIMB. OF UNIFORMS PURCHASED 001-226-0230-4430	90.42
					Total :	90.42
201714	6/20/2016	103057 SAN FERNANDO VALLEY SUN	9587		PUBLICATION OF ORD. 1654 & 1655 001-115-0000-4230	2,015.62
					Total :	2,015.62
201715	6/20/2016	103029 SAN FERNANDO, CITY OF	16667-16743		REIMBURSEMENT TO WORKERS COM 006-1035	24,207.92
					Total :	24,207.92
201716	6/20/2016	892261 SERVIN, CELESTINO	33-3185-01		WATER ACCT REFUND-1241 HOLLISTE 070-2010	12.07
					Total :	12.07
201717	6/20/2016	891064 SIEMENS INDUSTRY INC	5620009452	11380	EMERG REPAIRS TO STREET LIGHT KI 027-344-0000-4260	2,638.51
					Total :	2,638.51
201718	6/20/2016	887570 SIMPLOT PARTNERS	205035719		WEED ABATEMENT/GRASS FERTILIZEI 043-390-0000-4300	651.27
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201718	6/20/2016	887570 887570 SIMPLOT PARTNERS	(Continued)			Total : 651.27
201719	6/20/2016	103184 SMART & FINAL	169582		SENIOR EXPO SUPPLIES 004-2346	79.87
			177715		SENIOR EXPO SUPPLIES 004-2346	136.24
			181475		BREAKROOM SUPPLIES 001-222-0000-4300	16.73
			181804		GYM CLEANING SUPPLIES 017-420-1334-4300	44.20
					Total :	277.04
201720	6/20/2016	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC - 910 FIRST 043-390-0000-4210	4,520.55
			2-21-082-3241		ELECTRIC - VARIOUS LOCATIONS 029-335-0000-4210	1,647.46
					070-384-0000-4210	147.80
					027-344-0000-4210	14,995.86
					041-320-3661-4210	1,471.78
					043-390-0000-4210	9,558.36
			2-33-746-5215		ELECTRIC - 190 PARK 027-344-0000-4210	438.02
					Total :	32,779.83
201721	6/20/2016	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU	167486		DOJ LIVESCAN FINGERPRINTING-MAY 004-2386	3,815.00
					Total :	3,815.00
201722	6/20/2016	889935 STEINBERG, STEVE	04/04/16-05/13/16		EXERCISE INSTRUCTOR (CARDIO & S 017-420-1322-4260	550.00
					Total :	550.00
201723	6/20/2016	101528 THE HOME DEPOT CRC, ACCT#603532202490	1063992		PW WEEK SUPPLIES 001-346-0301-4300	56.60
			1242051		SUPPLIES FOR PW WEEK 043-390-0000-4300	44.60
			1571115		ROUND-UP BACKPACK; TRUCK BIN LIN	
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201723	6/20/2016	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)				
			2065467		070-383-0000-4310 MATL'S FOR GRAFFITI REMOVAL-RUD*	100.67
			2065468		043-390-0000-4300	37.21
			2571077		MATL'S FOR BRAND ISLAND SIGN INST 043-390-0000-4300	52.01
			30335		MATL'S FOR BRAND ISLAND SIGN INST 043-390-0000-4300	52.58
			30394		PW WEEK SUPPLIES 001-311-0000-4300	39.09
			4283060		MATL'S FOR TROPHY CASE INSTALL 043-390-0000-4300	93.71
			4283061		SALT & (3) PALLETS-WELL 2A 070-384-0301-4300	1,299.26
			5283005		SUPPLIES & TOOLS FOR WELL SITES 070-384-0000-4310	294.56
			5283006		MATL'S-GRAFFITI REMOVAL-BRAND SI 043-390-0000-4300	94.34
			5612892		MATL'S FOR BUS STOP MAINT 001-311-0000-4300	90.30
			6024614		CANOPIES FOR PW WEEK 001-310-0000-4300	1,023.73
			9030448		MAINT. SUPPLIES-STREETSCAPE 001-346-0301-4300	238.53
					MATL'S FOR LP RESTROOM REPAIRS 043-390-0000-4300	58.16
					Total :	3,575.35
201724	6/20/2016	103903 TIME WARNER CABLE	8448200540010328		CABLE-06/05/16-07/04/16 (CITY HALL) 001-190-0000-4220	89.96
			8448200540010518		CABLE-05/29-06/28 (REC PARK) 001-420-0000-4260	201.58
			8448200540222204		CABLE-05/29/16-06/28/16 (OPS CENTEF 043-390-0000-4260	90.48
					Total :	382.02
201725	6/20/2016	891311 TORRES, RITA	05/28/16-06/10/16		ENP SUBSTITUTE	

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vchlist 06/15/2016 11:31:16AM		Voucher List CITY OF SAN FERNANDO				Page: 20
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201725	6/20/2016	891311 TORRES, RITA	(Continued)			
					115-422-3750-4270	70.00
					115-422-3752-4270	5.00
					Total :	75.00
201726	6/20/2016	890010 TOTAL PRINTING SUPPLIES	16145		HP TONERS 070-382-0000-4300	92.65
					072-360-0000-4300	92.65
					Total :	185.30
201727	6/20/2016	103413 TRANS UNION LLC	05607655		CREDIT CHECKS 001-222-0000-4260	50.00
					Total :	50.00
201728	6/20/2016	890998 TRUJILLO, RODOLFO	JUNE 2016		COMMISSIONER'S REIMB. 001-310-0000-4111	50.00
					Total :	50.00
201729	6/20/2016	103463 U.S. POSTMASTER	DEMAND		1ST CLASS POSTAGE-JUNE BILLS 070-382-0000-4300	667.83
					072-360-0000-4300	667.83
					Total :	1,335.66
201730	6/20/2016	887939 ULINE SHIPPING SUPPLIES	77238672		LETTER OPENER, TOWEL DISPENSER 001-222-0000-4300	241.09
					Total :	241.09
201731	6/20/2016	103444 ULTRA GREENS, INC	57511		PLANT MATERIAL FOR MAINT 001-346-0301-4300	27.25
			57516		ARBOR DAY/PW WEEK @ LOT 6N 001-346-0301-4300	163.50
			57519		PLANT MATERIAL 001-346-0301-4300	43.60
					Total :	234.35
201732	6/20/2016	103445 UNDERGROUND SERVICE ALERT	520160682		(53) USA DIGALERT TICKETS 070-381-0000-4260	79.50

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vchlist 06/15/2016 11:31:16AM		Voucher List CITY OF SAN FERNANDO				Page: 21
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201732	6/20/2016	103445 103445 UNDERGROUND SERVICE ALERT	(Continued)			Total : 79.50
201733	6/20/2016	892258 UNIFORM & ACCESSORIES	542349		UNIFORMS 001-222-0000-4300	145.26 Total : 145.26
201734	6/20/2016	888241 UNITED SITE SERVICES OF CA INC	114-4004197 114-4033122		INSTALL-FENCING/SAND BAGS-RP TO 118-423-0000-4500 PORTABLE TOILET RENTAL @ REC PAI 001-420-0000-4260	722.12 153.73 Total : 875.85
201735	6/20/2016	103439 UPS	831954236		COURIER SERVICE 001-190-0000-4280	137.49 Total : 137.49
201736	6/20/2016	103534 VALLEY LOCKSMITH	3532		KEYS 001-346-0301-4300	64.05 Total : 64.05
201737	6/20/2016	890919 VARGAS, BERTHA	381835 381875		SENIOR TRIP REFUND 004-2384 SENIOR TRIP REFUND 004-2384	20.00 20.00 Total : 40.00
201738	6/20/2016	889627 VERIZON CONFERENCING	Z5752314		CONFERENCE CALLS-MAY 2016 001-190-0000-4220	8.03 Total : 8.03
201739	6/20/2016	100101 VERIZON WIRELESS-LA	270693253 460851202 561407019		PLANNING CELL PHONES 001-140-0000-4220 PD CELL PHONES 001-222-0000-4220 CITY YARD CELL PHONE & USB MODEI 070-384-0000-4220 043-390-0000-4220 041-320-0000-4220	5.46 116.63 129.99 19.93 19.93
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201739	6/20/2016	100101 VERIZON WIRELESS-LA	(Continued)		072-360-0000-4220 001-130-0000-4220 660629692 VARIOUS CELL PHONES 001-106-0000-4220 070-384-0000-4220 742084126 MDT MODEMS-PD UNITS 001-222-0000-4220	0.27 33.21 40.06 94.96 903.83 Total : 1,364.27
201740	6/20/2016	889681 VILLALPANDO, MARIA	05/28/16 - 06/10/16		FOOD SERVICE WORKER 115-422-3750-4270 115-422-3752-4270	315.00 45.00 Total : 360.00
201741	6/20/2016	888390 WEST COAST ARBORISTS, INC.	115885	11253	TREE TRIMMING SERVICES 011-311-0000-4260	6,263.25 Total : 6,263.25
201742	6/20/2016	888705 WEST COAST TOURS	11224		BAL ON SENIOR TRIP -ZION NATIONAL 004-2384	4,920.00 Total : 4,920.00
201743	6/20/2016	890970 WEX BANK	45600321		FUEL FOR CITY FLEET 041-320-0152-4402 041-320-0221-4402 041-320-0222-4402 041-320-0224-4402 041-320-0225-4402 041-320-0226-4402 041-320-0228-4402 041-320-0311-4402 041-320-0312-4402 041-320-0320-4402 041-320-0346-4402 041-320-0370-4402 041-320-0371-4402	394.35 208.11 122.95 624.78 3,787.47 2.00 513.22 648.25 2.00 41.64 4.00 292.22 126.64
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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201743	6/20/2016	890970 WEX BANK	(Continued)		041-320-0390-4402	967.02
					041-320-0420-4402	4.00
					007-313-3630-4402	1,244.41
					027-344-0000-4402	94.23
					029-335-0000-4402	241.02
					070-381-0000-4402	48.83
					070-382-0000-4402	2.00
					070-383-0000-4402	918.65
					070-384-0000-4402	222.97
					072-360-0000-4402	329.82
					Total :	10,840.58
201744	6/20/2016	891531 WILLDAN ENGINEERING	00321680	11287	NPDES COMPLIANCE & WTRSHED MG	
					070-384-0862-4260	10,956.00
					Total :	10,956.00
201745	6/20/2016	889491 WILLDAN FINANCIAL SERVICES	010-31185	11298	USER FEE STUDY AND COST ALLOCAT	
					001-190-0000-4270	5,565.00
					Total :	5,565.00
201746	6/20/2016	892253 ZAMORA, ERNESTO	2000238.001		BASKETBALL REFUND	
					017-3770-1328	70.00
					Total :	70.00
201747	6/20/2016	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	JUNE 2016		COMMISSIONER'S REIMB.	
			MAY 2016		001-115-0000-4111	50.00
					COMMISSIONER'S REIMB.	
					001-115-0000-4111	50.00
					Total :	100.00
135 Vouchers for bank code :		bank3			Bank total :	339,535.55
135 Vouchers in this report					Total vouchers :	339,535.55

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201168	5/2/2016	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFIT - MAY 2016 001-1160	126,793.03
					Total :	126,793.03
201170	5/4/2016	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS - MAY : 001-1160	10,650.00
					Total :	10,650.00
201171	5/4/2016	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INSURANCE BENEFITS - MAY : 001-1160	234.96
					Total :	234.96
201172	5/4/2016	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS - MAY 001-1160	2,272.98
					Total :	2,272.98
201173	5/4/2016	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS - MAY 2016 001-1160	3,508.19
					Total :	3,508.19
201174	5/5/2016	103648 CITY OF SAN FERNANDO	PR 5-6-16		REIMB FOR PAYROLL W/E 4-29-16 001-1003 007-1003 008-1003 011-1003 018-1003 027-1003 029-1003 041-1003 043-1003 070-1003 072-1003 103-1003 104-1003	292,915.12 719.53 2,417.69 5,923.17 60,089.74 3,147.46 2,252.31 8,248.90 12,153.02 34,666.57 25,691.14 4,912.31 4,472.33
					Total :	457,609.29

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201175	5/6/2016	887872 ROSENBERG, IRWIN	TRAVEL		PER DIEM-POST TEAM BUILDING WOR 001-225-0000-4370	135.00
					Total :	135.00
201176	5/6/2016	100221 ORTEGA, SYLVIA	TRAVEL		PER DIEM-POST TEAM BUILDING WOR 001-225-0000-4370	135.00
					Total :	135.00
201177	5/6/2016	887917 CHIASSON, COURTNEY JAMES	TRAVEL		PER DIEM-POST TEAM BUILDING WOR 001-225-0000-4370	135.00
					Total :	135.00
201178	5/6/2016	100752 COLELLI, CHRIS	TRAVEL		PER DIEM-POST TEAM BUILDING WOR 001-225-0000-4370	135.00
					Total :	135.00
201179	5/6/2016	101672 HANCHETT, NICHOLE	TRAVEL		PER DIEM-POST TEAM BUILDING WOR 001-225-0000-4370	135.00
					Total :	135.00
201180	5/6/2016	103516 VAIRO, TONY	TRAVEL		PER DIEM-POST TEAM BUILDING WOR 001-225-0000-4370	135.00
					Total :	135.00
201181	5/6/2016	103550 VANICEK, JAMES	TRAVEL		PER DIEM-POST TEAM BUILDING WOR 001-225-0000-4370	135.00
					Total :	135.00
201314	5/17/2016	892220 AMEZQUITA, VALERIE	2016		SCHOLARSHIP AWARD PROGRAM- 053-101-0101-4430	500.00
					Total :	500.00
201315	5/17/2016	892221 CASILLAS, JOCELYN	2016		SCHOLARSHIP AWARD PROGRAM- 053-101-0101-4430	500.00
					Total :	500.00
201316	5/17/2016	891889 L.A. FLYER, INC.	11727	11373	QUARTERLY NEWSLETTER (APRIL 2016) 001-105-0000-4230	4,570.29

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Bank code :

bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201316	5/17/2016	891889 891889 L.A. FLYER, INC.	(Continued)		Total :	4,570.29
201317	5/20/2016	103648 CITY OF SAN FERNANDO	PR 5-20-16		REIMB. FOR PAYROLL & SPECIAL PAYF	
					008-1003	2,558.10
					011-1003	5,160.62
					018-1003	60,284.61
					001-1003	306,830.65
					007-1003	665.58
					027-1003	3,147.45
					029-1003	2,252.07
					041-1003	8,674.59
					043-1003	11,018.83
					070-1003	33,526.43
					072-1003	26,059.67
					103-1003	4,610.25
					104-1003	4,271.07
					Total :	469,059.92
201326	5/19/2016	892222 GONZALEZ, MONICA	2016 SCHOLARSHIP		CLWC SCHOLARSHIP AWARD PROGR#	
					053-2950	250.00
					Total :	250.00
201327	5/19/2016	892230 A & M CATERING	1547		SR CLUB CATERING-MOTHER'S DAY D.	
					004-2380	4,905.00
					Total :	4,905.00
201328	5/19/2016	101988 LOS ANGELES COUNTY	051916		NOTICE OF EXEMPTION FEE-CITY YAR	
					001-310-0000-4450	75.00
					Total :	75.00
20 Vouchers for bank code :		bank3			Bank total :	1,081,873.66
20 Vouchers in this report					Total vouchers :	1,081,873.66

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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	

Voucher Registers are not final until approved by Council.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201318	5/19/2016	892229 ACOSTA, MARCELL	2016 SCHOLARSHIP		CLWC SCHOLARSHIP AWARD PROGR# 053-2950	250.00
					Total :	250.00
201319	5/19/2016	892228 AVILA, HELEN	2016 SCHOLARSHIP		CLWC SCHOLARSHIP AWARD PROGR# 053-2950	250.00
					Total :	250.00
201320	5/19/2016	892225 CONTRERAS, PERLA	2016 SCHOLARSHIP		CLWC SCHOLARSHIP AWARD PROGR# 053-2950	500.00
					Total :	500.00
201321	5/19/2016	892226 GARAY, OSCAR	2016 SCHOLARSHIP		CLWC SCHOLARSHIP AWARD PROGR# 053-2950	500.00
					Total :	500.00
201322	5/19/2016	892222 GONZALEZ, MONICA	2016 SCHOLARSHIP		CLWC SCHOLARSHIP AWARD PROGR AM 053-2950	250.00
					Total :	250.00
201323	5/19/2016	892223 MEDINA, CRISTINA	2016 SCHOLARSHIP		CLWC SCHOLARSHIP AWARD PROGR# 053-2950	1,000.00
					Total :	1,000.00
201324	5/19/2016	892227 ROSALES, SAMANTHA	2016 SCHOLARSHIP		CLWC SCHOLARSHIP AWARD PROGR# 053-2950	250.00
					Total :	250.00
201325	5/19/2016	892224 ZHAO, DONGNI	2016 SCHOLARSHIP		CLWC SCHOLARSHIP AWARD PROGR# 053-2950	1,000.00
					Total :	1,000.00
8 Vouchers for bank code : bank3						Bank total : 4,000.00
8 Vouchers in this report						Total vouchers : 4,000.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201074	5/1/2016	100091 AGORICHAS, JOHN	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	241.38
					Total :	241.38
201075	5/1/2016	100286 BAKER, BEVERLY	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	451.46
					Total :	451.46
201076	5/1/2016	891013 BRUNWIN, HERBERT	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	283.04
					Total :	283.04
201077	5/1/2016	891015 CROOK, ROBERT	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	691.08
					Total :	691.08
201078	5/1/2016	100916 DEIBEL, PAUL	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	283.04
					Total :	283.04
201079	5/1/2016	891041 GARCIA, CONNIE	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	172.23
					Total :	172.23
201080	5/1/2016	101781 KISHITA, ROBERT	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	172.23
					Total :	172.23
201081	5/1/2016	101926 LILES, RICHARD	16-May		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	250.16 250.15 500.31
					Total :	500.31
201082	5/1/2016	891027 LOCKETT, JOANN	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	283.04
					Total :	283.04

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201083	5/1/2016	891028 MANTHEY, DONALD	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	691.08
					Total :	691.08
201084	5/1/2016	102126 MARTINEZ, MIGUEL	16-May		CALPERS HEALTH REIMB 070-180-0000-4127	1,288.96
					Total :	1,288.96
201085	5/1/2016	102483 OROZCO, ELVIRA	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	195.98
					Total :	195.98
201086	5/1/2016	891031 ORTEGA, JIMMIE	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	283.04
					Total :	283.04
201087	5/1/2016	891032 OTREMBA, EUGENE	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	691.08
					Total :	691.08
201088	5/1/2016	891354 RAMIREZ, ROSALINDA	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	418.83
					Total :	418.83
201089	5/1/2016	102940 RUIZ, RONALD	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	441.53
					Total :	441.53
201090	5/1/2016	103121 SERRANO, ARMANDO	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,347.98
					Total :	1,347.98
201091	5/1/2016	891046 VANAALST, LEONILDA	16-May		CALPERS HEALTH REIMB 070-180-0000-4127	172.23
					Total :	172.23
201092	5/1/2016	891047 WATTS, HERBERT	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	172.23

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
201092	5/1/2016	891047	891047 WATTS, HERBERT		(Continued)	Total : 172.23
19	Vouchers for bank code :		bank3			Bank total : 8,780.75
19	Vouchers in this report					Total vouchers : 8,780.75

Voucher Registers are not final until approved by Council.

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201111	5/2/2016	891040 FISHKIN, RIVIAN	(Continued)		001-180-0000-4127	172.23
					Total :	172.23
201112	5/2/2016	892103 GAJDOS, BETTY	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	172.23
					Total :	172.23
201113	5/2/2016	891351 GARCIA, DEBRA	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,267.98
					Total :	1,267.98
201114	5/2/2016	891067 GARCIA, NICOLAS	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,042.36
					Total :	1,042.36
201115	5/2/2016	101318 GLASGOW, KEVIN	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,288.96
					Total :	1,288.96
201116	5/2/2016	891020 GLASGOW, ROBERT	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	317.00
					Total :	317.00
201117	5/2/2016	891021 GUIZA, JENNIE	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	283.04
					Total :	283.04
201118	5/2/2016	101415 GUTIERREZ, OSCAR	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	172.23
					Total :	172.23
201119	5/2/2016	891352 HADEN, SUSANNA	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	962.66
					Total :	962.66
201120	5/2/2016	101440 HALCON, ERNEST	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,274.00
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201120	5/2/2016	101440 HALCON, ERNEST	(Continued)			Total : 1,274.00
201121	5/2/2016	891918 HARTWELL, BRUCE	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	691.08
					Total :	691.08
201122	5/2/2016	101465 HARVEY, DAVID	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	172.23
					Total :	172.23
201123	5/2/2016	101466 HARVEY, DEVERY MICHAEL	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,407.00
					Total :	1,407.00
201124	5/2/2016	891023 HATFIELD, JAMES	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	691.08
					Total :	691.08
201125	5/2/2016	892104 HERNANDEZ, ALFONSO	16-May		CALPERS HEALTH REIMB 001-180-0000-4127	1,462.66
					Total :	1,462.66
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vchlist

Voucher List

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04/27/2016 9:05:39AM

CITY OF SAN FERNANDO

Bank code : bank3

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

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RESOLUTION NO. 6212

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

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


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

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

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


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

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



Mayor, City of San Fernando

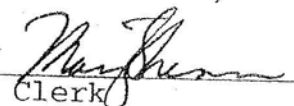
ATTEST:



City Clerk

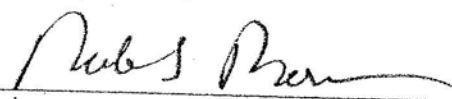
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SAN FERNANDO)

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



City Clerk

APPROVED AS TO FORM:



City Attorney



SAN FERNANDO

MEMORANDUM

To: Margarita Solis, City Treasurer

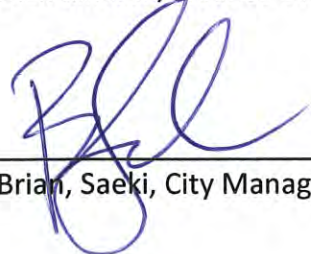
From: Nick Kimball, Finance Director
By: Sandra Franco-Rivas, Senior Account Clerk

Date: June 21, 2016

Subject: Release of Warrants

Due to the lack of a formal City Council meeting on June 20, 2016, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Finance Director (copy attached). Approval is hereby provided:

Approved: 
Nick Kimball, Finance Director

Approved: 
Brian, Saeki, City Manager

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Ismael Aguila, Recreation and Community Services Director

Date: June 29, 2016

Subject: Consideration to Authorize Submittal of Grant Application for California Youth Soccer and Recreation Development Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7744 (Attachment "A") authorizing the City's submittal of a grant application to the State of California Department of Parks and Recreation California Youth Soccer and Recreation Development Program for a maximum amount of \$1,000,000 to provide funds for park improvements at Las Palmas Park;
- b. Adopt Resolution No. 7749 (Attachment "B") authorizing the City's submittal of a grant application to the State of California Department of Parks and Recreation California Youth Soccer and Recreation Development Program for a maximum amount of \$1,000,000 to provide funds for park improvements at Pioneer Park;
- c. Authorize the City Manager to accept the grants, if awarded;
- d. Authorize the City Manager to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grants; and
- e. Upon full execution of all grant related documents, authorize the appropriate revenue and expenditure budget amendments as outlined in the Budget Impact section of this report.

BACKGROUND:

1. On March 1, 2016, the California State Parks, Office of Grants and Local Services (OGALS) announced the 2016 California Youth Soccer and Recreation Development Program (Attachment "C").

Consideration to Authorize Submittal of Grant Application for California Youth Soccer and Recreation Development ProgramPage 2 of 5

2. On May 16, 2016, staff from the Los Angeles County Department of Public Health (Place Program), Placeworks, and City staff met to discuss potential collaboration for submitting a grant for the California Youth Soccer and Recreation Development Program for capital improvements to park facilities in the City of San Fernando.

ANALYSIS:California Youth Soccer and Recreation Development Program (CYSRDP)

On March 1, 2016, the California State Parks, Office of Grants and Local Services (OGALS) announced the 2016 California Youth Soccer and Recreation Development Program. This competitive grant program will provide funds for new youth soccer, baseball, softball, and basketball recreation opportunities in heavily populated, low-income urban areas with a high youth crime and unemployment rate. Local agencies, recreation districts, school districts and community-based organizations are eligible to apply. The intent of the CYSRDP is to award grants on a competitive basis for “fostering the development of new youth soccer, baseball, softball, and basketball recreation opportunities in heavily populated, low-income urban areas with a high youth crime and unemployment rate” to Local Agencies and Community-Based Organizations as set forth in §5004.5 of the Public Resources Code.

Collaborative Partners

The Los Angeles County of Public Health (DPH), through a grant from the Rosalinde and Arthur Gilbert Foundation, is providing grant-writing support to jurisdictions experiencing health and economic inequities. DPH secured a contract with Placeworks, a planning and design firm, to provide grant writing assistance for the California Youth Soccer and Recreation Development Program. Placeworks was the lead in conducting the Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment, and is well-versed in both park design and grant applications.

DPH approached the City to gauge interest in applying for the grant program. DPH has a history of working with the City, and is currently collaborating with staff to develop a Safe and Active Streets Plan. Through DPH’s support, Placeworks will collaborate closely with staff to develop a strong grant application for the California Youth Soccer and Recreation Development Program. Placeworks will take the lead on drafting the application language, developing conceptual project designs and renderings, and compiling all application documents. Staff will be responsible for ushering the application through the City process and providing City background documents required for the grant, such as land leases.

Proposed Project

Through the California Youth Soccer and Recreation Grant Program, grants will be awarded to local agencies and community-based organizations “for the development of new youth soccer, baseball, softball, and basketball recreation opportunities in heavily populated, low-income

Consideration to Authorize Submittal of Grant Application for California Youth Soccer and Recreation Development ProgramPage 3 of 5

urban areas with a high youth crime and unemployment rate.” In addition to providing a substantial increase in community recreational opportunities, proposed projects should incorporate water conservation measures that exceed jurisdiction requirements. Projects can include the installation of new recreation facilities and/or renovation of existing facilities.

The City will be submitting two grant proposals for park improvements, which may total up to the grant maximum of \$1,000,000 each, with no local match required for the grant. PlaceWorks and City staff are currently assessing existing conditions, prioritizing needs, and determining specific elements to include in the proposed project.

Las Palmas Park Improvements

Las Palmas Park has a land area of 7.7 acres containing four baseball/softball fields of varying sizes, two basketball courts, a concession stand, an indoor gymnasium, multipurpose rooms, picnic areas, a playground, and an outdoor fitness area. The park’s southern area can accommodate soccer and other field sports when the baseball fields are not being used. The improvement project will seek to potentially improve existing conditions at Las Palmas Park such as:

- Significant flooding and drainage issues.
- Uneven/non-level field surfaces and inconsistent, patchy turf cover.
- Inadequate lighting that limits nighttime use, with field lighting on only one baseball field.
- Basketball courts in need of resurfacing, new basketball hoops, and likely enhanced lighting.

Due to the high cost of sports facility replacement, the proposed project will likely consist of a strategic set of repairs, renovations, and partial replacements that will be prioritized based on assessed needs and potential benefits. Examples of possible components may include:

- Installing new water-wise natural turf.
- Improving drainage using methods such as enhancing soil porosity, providing storm drainage areas, site grading, and installing new, water-conserving irrigation systems.
- Rebuilding field infrastructure such as backstops, dugouts, scoreboards and bleachers.
- Adding new lighting and/or retrofitting existing lighting.
- Replacing fencing around the sports fields.
- Renovating existing basketball courts.
- Adding new facilities to provide opportunities for other sports and physical activities.
- If grant funds are awarded for this project, park improvements will provide new opportunities for a more active and healthy San Fernando community.

Consideration to Authorize Submittal of Grant Application for California Youth Soccer and Recreation Development ProgramPage 4 of 5

Pioneer Park Improvements

Pioneer Park has a land area of 5.3 acres containing two baseball/softball fields, one youth-size basketball court, and two tennis courts. The L.A. County Park Needs Assessment rated the fields to be in “poor” condition, and the report recommends the replacement or repair of both ball fields.

The proposed project will address deficiencies at the two ball fields. Improvements will seek to address some or all of these key existing deficiencies at Pioneer Park:

- Non-level field surfaces
- Poor field drainage
- High water use
- Inconsistent, patchy turf cover
- Lack of lighting that limits nighttime use

Potential project elements may include:

- Grading to level the field surface
- Improved drainage through methods such as grading, soil replacement, and bioswales
- New, more-efficient irrigation system
- New turf
- New field lighting

If grant funds are awarded for this project, these enhanced facilities will provide the San Fernando community with high-quality public amenities that increase recreational opportunities and support an active, healthy community.

BUDGET IMPACT:

There will be no budget impact to the Fiscal Year (FY) 2016-2017 General Fund as there is no matching requirement, therefore, there is no need to appropriate funds at this time. Should the City be awarded the grants, staff is requesting authorization for the City Manager to assign a project number and appropriate revenue and expenditures equal to the grant award in the Capital Grants Fund (Fund 010). There will be also be staff costs associated with project planning and oversight. Staff will submit for reimbursement for staff costs as administrative expenses are allowable under the grants.

CONCLUSION:

The park facilities in the City are in need of repair and improvements. The monies from the California Youth Soccer and Recreation Development Program will help provide capital improvements to Las Palmas Park. It is recommended that the City Council:

- a. Adopt Resolution No. 7744 (Attachment “A”) authorizing the City’s submittal of a grant application to the State of California Department of Parks and Recreation California Youth

Consideration to Authorize Submittal of Grant Application for California Youth Soccer and Recreation Development ProgramPage 5 of 5

Soccer and Recreation Development Program for a maximum amount of \$1,000,000 to provide funds for park improvements at Las Palmas Park;

- b. Adopt Resolution No. 7749 (Attachment "B") authorizing the City's submittal of a grant application to the State of California Department of Parks and Recreation California Youth Soccer and Recreation Development Program for a maximum amount of \$1,000,000 to provide funds for park improvements at Pioneer Park;
- c. Authorize the City Manager to accept the grant, if awarded;
- d. Authorize the City Manager to execute all related grant documents required for receiving such grant funds pursuant to the terms and conditions of the grant; and
- e. Upon full execution of all grant related documents, authorize the appropriate revenue and expenditure budget amendments as outlined in the Fiscal Impact section of this report.

ATTACHMENTS:

- A. Resolution No. 7744
- B. Resolution No. 7749
- C. California Youth Soccer and Recreation Development Program Application

ATTACHMENT "A"**RESOLUTION NO. 7744****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, APPROVING THE
APPLICATION AND ACCEPTANCE OF FUNDS FOR YOUTH
SOCCER AND RECREATION DEVELOPMENT PROGRAM
FOR THE FISCAL YEAR 2016-2017**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Youth Soccer and Recreation Development Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

1. Approves the filing of an application for the Las Palmas Park Improvement Project, and
2. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
3. Certifies that if the project is awarded the Applicant has or will have sufficient funds to operate and maintain the project, and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
5. Delegates the authority to (designated position) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED, APPROVED, AND ADOPTED this 29th day of June, 2016.

Robert C. Gonzales, 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 29th day of June, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**RESOLUTION NO. 7749****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, APPROVING THE
APPLICATION AND ACCEPTANCE OF FUNDS FOR YOUTH
SOCCER AND RECREATION DEVELOPMENT PROGRAM
FOR THE FISCAL YEAR 2016-2017.**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Youth Soccer and Recreation Development Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

1. Approves the filing of an application for the Pioneer Park Improvement Project, and
2. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
3. Certifies that if the project is awarded the Applicant has or will have sufficient funds to operate and maintain the project, and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
5. Delegates the authority to (designated position) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED, APPROVED, AND ADOPTED this 29th day of June, 2016.

Robert C. Gonzales, 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 29th day of June, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT “C”

March 1, 2016

APPLICATION GUIDE
for the
**California Youth Soccer and
Recreation Development Program**
(includes soccer, baseball, softball and basketball)



**State of California
Department of Parks and Recreation
Office of Grants and Local Services**

“Creating Community through People, Parks, and Programs”

Send Applications and Correspondence to:

Street Address for Overnight Mail:

**Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814**

Mailing Address:

**Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001**

Phone: (916) 653-7423

www.parks.ca.gov/grants

And “like” us on Facebook

www.facebook.com/CAPARKGRANTS



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

The Office of Grants and Local Services (OGALS) Mission Statement

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS Vision Goals

- ❖ Proactive in meeting California's park and recreation needs through innovative grant programs and customer service.
- ❖ Committed to providing quality customer service in every interaction and transaction as honest, knowledgeable, and experienced grant administrators.
- ❖ Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- ❖ Responsive to the needs of applicants, GRANTEE'S, nonprofit organizations, local governments, and legislative members, who are our partners working to improve the quality of life for all Californians by creating new parks and recreation opportunities.

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OGALS welcomes you to the California Youth Soccer and Recreation Development Program (Youth Soccer Program)

- Use this guide for the competitive application process.
- Review the GRANT ADMINISTRATION GUIDE before sending your APPLICATION PACKET to OGALS. It contains important information about OGALS' administrative requirements that is helpful for applicants to know before submitting an APPLICATION PACKET.
- Please call, write, or email OGALS with any questions or comments. Contact information for OGALS is located on the front cover of this guide.
- The OGALS web page is www.parks.ca.gov/grants. It features Youth Soccer Program technical assistance materials and updates, staff contacts, and the GRANT ADMINISTRATION GUIDE.
- See page 30 for the definitions of words and terms shown in SMALL CAPS.

The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 (Proposition 40)

On March 5, 2002, voters passed Proposition 40 by 56.8%, the \$2.6 billion "California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002" (2002 Resources Bond). The passage of Proposition 40 provided funds for local assistance grants as set forth in §5096.600 through §5096.683 of the Public Resources Code.

Bond Act Intent

The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 is intended to acquire and develop properties of the state park system, to acquire and develop neighborhood, community, and regional parks and recreational areas, for land, air, and WATER CONSERVATION programs, including acquisition for those purposes, and to acquire, restore, preserve and interpret California's historical and cultural resources.

Governor's Water Conservation Executive Order B-29-15

Due to severe drought conditions, this Executive Order requires California to save water, increase enforcement against water waste, invest in new water management technologies, and streamline government response.

I. Program Information

Application Deadline

The APPLICATION PACKET deadline for this one-cycle grant program will be announced by OGALS. APPLICATION PACKETS must be postmarked by the deadline posted on OGALS website at www.parks.ca.gov/grants. OGALS mailing address is located on the front cover of this guide.

- APPLICANTS may submit multiple APPLICATION PACKETS.
- Each PROJECT SITE requires its own APPLICATION PACKET.
- Multiple APPLICATION PACKETS *may not* be submitted for the same PROJECT SITE.
- There can be only one APPLICANT for each APPLICATION PACKET.

Amount of Funds Available: To be determined

Minimum Grant Request: There is no minimum

Maximum Grant Request: \$1,000,000

Youth Soccer Competitive Program Intent

The intent of the Youth Soccer Program is to award grants on a competitive basis for “fostering the development of new youth soccer, baseball, softball, and basketball recreation opportunities...(in) heavily populated, low-income urban areas with a high youth crime and unemployment rate” to Local Agencies and Community-Based Organizations as set forth in §5004.5 of the Public Resources Code.

Water Conservation Measures

As approved by the Legislature, this program will have an emphasis on creating NEW OPPORTUNITIES along with WATER CONSERVATION measures.

Eligible Projects

Development PROJECTS that create NEW OPPORTUNITIES for youth soccer, baseball, softball, and basketball.

Ineligible Projects

- Acquisition projects.
- Development projects that *do not* include a WATER CONSERVATION measure.

Project Considerations

- While support amenities are eligible, the primary intent of the PROJECT must be the creation of a NEW OPPORTUNITY.
- PROJECTS must include a WATER CONSERVATION measure.

Eligible Applicants¹

- “Community-based organization” is defined as one of the following:
 - an organization that enters into a cooperative agreement with the department pursuant to Section 513
 - a nonprofit group or organization
 - a friends of parks group
 - an organization of a city, county, city and county and regional park.

All community-based organizations shall have a current tax-exempt status as a nonprofit organization under Section 501(c)(3) of the federal Internal Revenue Code.

- Cities and counties, including a city and county
- Park and recreation districts
- Open-space districts
- School districts

¹ As defined in the Public Resource Code §5004.5

II. Application Process

1. Review this guide to understand the competitive APPLICATION PACKET requirements and plan your PROJECT.
2. Send the APPLICATION PACKET to OGALS postmarked by the application deadline. The APPLICATION PACKET section, beginning on page 5, provides directions and forms.
3. OGALS will send a letter to APPLICANTS indicating if OGALS received the APPLICATION PACKET.
 - OGALS may request revisions of APPLICATION PACKET documents if they are incomplete. However, Project Selection Criteria responses *must be complete* and received by the APPLICATION PACKET deadline. Project Selection Criteria revisions will not be accepted after the deadline.
4. Applications will be ranked by OGALS based on Project Selection Criteria responses. Grant award decisions will be announced approximately six months after the application deadline. APPLICANTS will receive either a grant award or denial letter.
5. APPLICANTS who receive a grant award letter must attend a grant administration technical assistance workshop before OGALS will send a CONTRACT.

III. Grant Administration Process

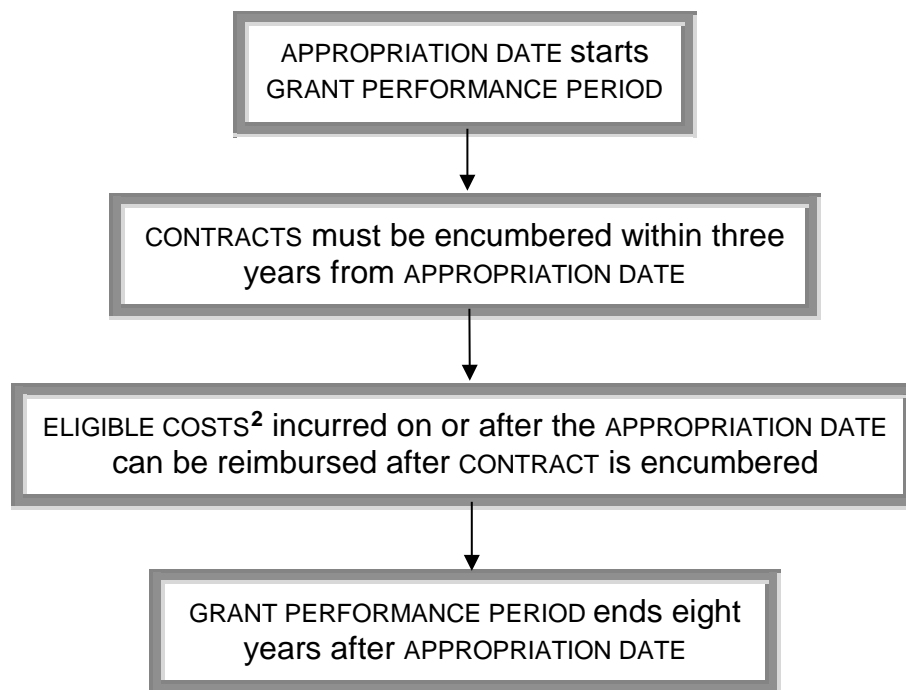
1. After completing the APPLICATION process, CONTRACTS will be sent to GRANTEES who receive grant awards. APPLICANTS become GRANTEES when their CONTRACTS are signed by their AUTHORIZED REPRESENTATIVE and OGALS.
2. GRANTEES start using the GRANT ADMINISTRATION GUIDE. The GRANT ADMINISTRATION GUIDE also includes a CONTRACT and its provisions. Of special note are the following:
 - **A Deed Restriction is required** to be recorded on the PROJECT property if the APPLICANT owns the land.
 - Compliance with the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et.seq.) and the California Unruh Act (California Civil Code §51 et seq.) are required.
 - GRANTEES shall not discriminate against any person on the basis of sex, race, creed, color, national origin, age, religion, ancestry, sexual orientation, disability, medical condition, veteran or marital status in the use of a specific facility included in the GRANT SCOPE.
3. ELIGIBLE COSTS incurred as of the APPROPRIATION DATE may be eligible for reimbursement after a GRANT is awarded and the CONTRACT is signed by the AUTHORIZED REPRESENTATIVE and OGALS.

4. The PROJECT must be complete, open to the public and final paperwork must be submitted to OGALS three months prior to the end of the GRANT PERFORMANCE PERIOD.

Grant Performance Period

Costs incurred prior to or after the GRANT PERFORMANCE PERIOD are not eligible for reimbursement. Submitting an application does not guarantee funding in this competitive program.

The chart below summarizes the GRANT PERFORMANCE PERIOD and when ELIGIBLE COSTS may be incurred.



² Costs incurred after the APPROPRIATION DATE *but before* GRANT award and a CONTRACT is signed by the AUTHORIZED REPRESENTATIVE and OGALS, *are at the APPLICANT'S own risk* until the CONTRACT is fully executed.

IV. Application Packet Checklist

Applicant must complete the checklist below and submit it with the APPLICATION PACKET. An application will not be considered complete unless all items on the checklist are submitted. All checklist items are required. However, some items may be submitted up to 60 days after the application date (see below). Send only the items shown in the Checklist. *Do not* send letters of support or other supplementary materials.

Application Item <input checked="" type="checkbox"/>	Application Guide Page #	Signed by Authorized Representative <input checked="" type="checkbox"/>	Item Enclosed? Circle Y (Yes) or N (No)	If not enclosed, will submit by? (date must be within 60 days of application deadline)	Application Packet Page #
<input type="checkbox"/> Application Packet Checklist	Pg. 5		Required		Pg.____
<input type="checkbox"/> Application Form	Pg. 7	<input type="checkbox"/>	Required		Pg.____
<input type="checkbox"/> Authorizing Resolution	Pg. 9		Y / N	_____ date	Pg.____
<input type="checkbox"/> Grant Scope/ Cost Estimate	Pg. 10	<input type="checkbox"/>	Required		Pg.____
<input type="checkbox"/> Match Certification Form	Pg. 11	<input type="checkbox"/>	Y / N	_____ date	Pg.____
<input type="checkbox"/> CEQA Compliance Certification Form	Pg. 13	<input type="checkbox"/>	Y / N	_____ date	Pg.____
<input type="checkbox"/> Land Tenure Requirement	Pg. 14		Y / N	_____ date	Pg.____
<input type="checkbox"/> Sub-Leases or Agreements	Pg.17		Y / N	_____ date	Pg.____
<input type="checkbox"/> Site Plan	Pg. 17		Y / N	_____ date	Pg.____
<input type="checkbox"/> Photos of the Project Site	Pg.17		Y / N	_____ date	Pg.____
<input type="checkbox"/> Project Summary	Pg. 17		Required		Pg.____
<input type="checkbox"/> FACT FINDER Report	Pg. 20		Required		Pg.____
<input type="checkbox"/> Project Selection Criteria	Pg. 20		Required		Pg.____

Additional Checklist for Nonprofit Applicants:

Nonprofits must complete the checklist below and submit with the APPLICATION PACKET. Send only the items shown in the Checklist. *Do not* send letters of support or other supplementary materials.

Application Item <input checked="" type="checkbox"/>	Item Enclosed? Circle Y (Yes) or N (No)	If not enclosed, will submit by? (date must be within 60 days of application deadline)	Application Packet Page #
<input type="checkbox"/> Letter of Determination from the Internal Revenue Service indicating 501(C)(3) status	Y / N	_____ date	Pg. _____
<input type="checkbox"/> Articles of Incorporation	Y / N	_____ date	Pg. _____
<input type="checkbox"/> Mission statement	Y / N	_____ date	Pg. _____
<input type="checkbox"/> First two pages of the NONPROFIT'S most recently filed federal 990 Form	Y / N	_____ date	Pg. _____
<input type="checkbox"/> Balance sheet showing assets and liabilities for most recent FY	Y / N	_____ date	Pg. _____
<input type="checkbox"/> Income statement showing revenue and expenditure projections for the next calendar or fiscal year	Y / N	_____ date	Pg. _____

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION



Youth Soccer and Recreation Development Program Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
FACILITY NAME and PHYSICAL ADDRESS where PROJECT is located (including zip code)	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by APPLICANT <input type="checkbox"/> Available (or will be available) under a _____ year lease or easement
NEAREST CROSS STREET	
COUNTY OF PROJECT LOCATION	
GRANT APPLICANT AND MAILING ADDRESS (entity applying for the grant)	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
<div style="display: flex; justify-content: space-between;"> Name (<i>typed or printed</i>) and Title Email address Phone </div>	
APPLICATION CONTACT	
<div style="display: flex; justify-content: space-between;"> Name (<i>typed or printed</i>) and Title Email address Phone </div>	
DAY-TO-DAY CONTACT - For administration of grant (<i>if different from AUTHORIZED REPRESENTATIVE</i>)	
<div style="display: flex; justify-content: space-between;"> Name (<i>typed or printed</i>) and Title Email address Phone </div>	
<p>GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached GRANT SCOPE/Cost Estimate Form. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.</p>	
<div style="display: flex; justify-content: space-between;"> Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution Date </div>	
Print Name _____	
Title _____	

Authorizing Resolution

The Authorizing Resolution serves two purposes:

1. It is the means by which the APPLICANT'S Governing Board agrees to all the terms of the State CONTRACT; it provides a descriptive PROJECT title and confirmation that the APPLICANT has the funding to complete the proposed PROJECT.
2. Designates a position title to represent the Governing Board on all matters regarding the application and PROJECT. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

The AUTHORIZED REPRESENTATIVE can delegate signing authority to other individuals (by position title) either in entirety or for particular documents. The delegation process requires that the AUTHORIZED REPRESENTATIVE submits a letter (on letterhead) or email to OGALS' delegating authority.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*. Please be aware that any changes to the language may require OGALS' legal office review. The time involved with the legal review process may delay application approval and could affect OGALS' ability to fund the PROJECT.

All signatures required in this application guide are the signature of the AUTHORIZED REPRESENTATIVE.

Resolution No: _____

RESOLUTION OF THE (*Title of Governing Body/City Council, Board of
Supervisors/Directors*) OF (*City, County, District, or Non-Profit Organization*)
Approving the Application for YOUTH SOCCER and RECREATION DEVELOPMENT
PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Youth Soccer and Recreation Development Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the (*Applicant's Governing Body*) hereby:
Approves the filing of an application for the (*name of project*), and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to (*designated position*) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the (*Applicant's Governing Body*) following a roll call vote:

Ayes:

Noes:

Absent:
(Clerk)



State of California – The Resources Agency

DEPARTMENT OF PARKS AND RECREATION

GRANT SCOPE (*Briefly describe the PROJECT, WATER CONSERVATION techniques used, and how it will create a NEW OPPORTUNITY, as applicable.*):

Project will involve (☒ all that apply):

Install New	Renovate Existing	
<input type="checkbox"/>	<input type="checkbox"/>	Soccer venue(s)
<input type="checkbox"/>	<input type="checkbox"/>	Baseball/softball venue(s)
<input type="checkbox"/>	<input type="checkbox"/>	Basketball venue(s)

Grant Scope Items (include contingencies and soft costs in the associated item to be installed or renovated - a line item for contingency is not allowed) - ☒ all that apply:

Install New	Renovate Existing		Estimated amount to be charged to grant
<input type="checkbox"/>	<input type="checkbox"/>	Artificial turf	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Replace natural turf with other drought tolerant surface	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Grass/natural turf	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Irrigation system	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Basketball court	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Indoor soccer court/futsal	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Field Lighting	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Batting Cages	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	\$ _____

For applications proposing to use Youth Soccer Program grant funds for
NON-CONSTRUCTION COSTS, indicate estimated cost (cannot exceed 25%
of grant amount):

Estimated Cost: \$ _____

Grant Amount Requested: \$ _____

Cost of entire project (including and beyond grant amount requested): \$ _____

The APPLICANT understands that all of the items listed on this form must be completed and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature

Date

**Youth Soccer and Recreation Development Program
Grant Scope/Cost Estimate Form**



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Youth Soccer and Recreation Development Program

Match Certification Form

Applicant: _____

Project Name: _____

OGALS shall assign a higher priority to applications that include a commitment for match.

If the GRANT is awarded, this form will be referenced during grant administration for payments. Check one of the following:

☐ **Applicant Provides Match:**

The applicant will only use Youth Soccer Program funds for CONSTRUCTION COSTS.

The applicant will absorb any additional costs necessary to complete the PROJECT, such as NON-CONSTRUCTION COSTS, and therefore will submit expenditures for CONSTRUCTION COSTS *only*. These additional costs represent the applicant's match (see also page 27).

Match = 5 points

Or

☐ **Applicant Does NOT Provide Match:**

The applicant will use Youth Soccer Program funds for NON-CONSTRUCTION COSTS

(up to 25% of the GRANT Amount) and therefore will submit expenditures for CONSTRUCTION COSTS and NON-CONSTRUCTION COSTS (see also page 27).

Match = 0 points

Certification:

I hereby certify that the above match category selected will be upheld for the purposes of the application process and administration process of the GRANT.

AUTHORIZED REPRESENTATIVE
(Signature)

Date

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

CEQA Compliance

“CEQA” is the California Environmental Quality Act as stated in the Public Resources Code §21000 et seq., Title 14 California Code of Regulations §15000 et seq. CEQA is a law establishing policies and procedures that require entities to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of an entity’s proposed PROJECT. For more information, see <http://ceres.ca.gov/ceqa/>.

The APPLICANT should check with its local city or county planning agency for CEQA compliance information.

CEQA compliance must be complete at the time of Application

- Provide the CEQA Compliance Certification Form (see page 13).
- Provide a copy of the Notice of Exemption *or* the Notice of Determination.

If a Notice of Exemption *or* a Notice of Determination was not completed, provide a letter from the CEQA Lead Agency that explains why, certifies that the PROJECT is CEQA compliant, and notes the date that the PROJECT was approved by the Lead Agency (Public agency responsible for environmental review and approval).



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Youth Soccer and Recreation Development Program
CEQA Compliance Certification Form

Applicant: _____

Project Name: _____

Project Address: _____

When was CEQA analysis completed for this Grant Scope? Date: _____

What documents were filed for this project's CEQA analysis: (check all that apply)

- ☐ Initial Study ☐ Notice of Exemption ☐ Negative Declaration
- ☐ Mitigated Negative Declaration ☐ Environmental Impact Report
- ☐ Other _____

Please attach the Notice of Exemption or the Notice of Determination as appropriate.

If these forms were not completed, please attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date the project was approved by the Lead Agency.

Lead Agency Contact Information (Public agency responsible for environmental review and approval):

Agency Name: _____ Contact Person: _____

Mailing Address: _____

Phone: (____) _____ Email: _____

Certification:

I hereby certify that the Lead Agency listed above has determined that it has complied with the California Environmental Quality Act (CEQA) for the PROJECT identified above and that the PROJECT is described in adequate and sufficient detail to allow the PROJECT'S construction.

I certify that the CEQA analysis for this PROJECT encompasses all aspects of the work to be completed with GRANT funds.

AUTHORIZED REPRESENTATIVE
(Signature)

Date

AUTHORIZED REPRESENTATIVE
(Printed Name and Title)

Land Tenure Requirement

The purpose of the land tenure requirement is to verify that the APPLICANT has adequate site control. APPLICANTS must submit documentation at the time of application to demonstrate compliance with this requirement. The type of documentation needed depends on whether the APPLICANT owns the PROJECT SITE in fee simple or has a lease or equivalent as shown below:

If the PROJECT SITE is owned in fee simple by the APPLICANT, provide *one* of the following:

- Deed or deed recordation number
- Title search
- Current county assessor's parcel map

If the PROJECT SITE is *not* owned in fee simple by the APPLICANT, provide the following documentation, depending on the situation:

Situation	Required Documentation
Land Tenure Agreement meets all requirements	<ul style="list-style-type: none"> • Land Tenure Form • Copy of the signed land tenure agreement • Highlight the sections of the agreement that meet all the requirements listed in the Land Tenure Form
Land Tenure Agreement is not fully executed at the time of application:	<ul style="list-style-type: none"> • Land Tenure Form • The draft land tenure agreement • Highlight the sections in the agreement that meet the requirements listed in the Land Tenure Form • A letter signed by the APPLICANT'S AUTHORIZED REPRESENTATIVE with a commitment to sign the land tenure agreement should the GRANT be awarded • A letter from the landowner with a commitment to sign the land tenure agreement should the GRANT be awarded

Land Tenure Term Requirement

- Grant amounts up to \$100,000 require at least 20 years of land tenure.
- Grant amounts greater than \$100,000 require at least 30 years of land tenure.
- The 20 or 30 year land tenure requirement begins on the appropriation date.

For all land tenure agreements, if the landowner does not renew a lease that contains a shorter term, and the GRANTEE cannot comply with the time period stated in the CONTRACT, OGALS may hold the GRANTEE in breach of CONTRACT. This requirement is noted in the *Use of Facilities* section as shown below. The entire grant CONTRACT including all provisions can be found in the GRANT ADMINISTRATION GUIDE.

Use of Facilities

- The GRANTEE agrees that it shall operate and maintain the property developed with the grant monies in accordance with the land tenure requirements set forth in the Youth Soccer Program guide.
- The GRANTEE agrees that it shall use the property developed with grant monies under this CONTRACT only for the purposes of the GRANT. No other use, sale or other disposition or change of use of the property to one not consistent with the GRANT SCOPE shall be permitted except as authorized by a specific act of the legislature. The property shall be replaced with property of equivalent value and usefulness as determined by the State.
- The property developed may be transferred to another eligible entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of the State.

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
**Youth Soccer and Recreation
Land Tenure Agreement Form**



Development Program

If the land is not owned in fee simple, the APPLICANT must complete this form

Applicant: _____

Project Name: _____

Attach a copy of the agreement. Identify the page numbers where the following information can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located.

☐ **Type of Agreement** _____

Identify the type of agreement, e.g., lease, joint powers agreement, easement, memorandum of understanding, etc.

☐ **Parties to the Signed Agreement**Page _____

- Highlight the sections which identify the parties to the agreement.
- The agreement must be signed by all parties.

☐ **Term of the Agreement**Page _____

- All grant amounts up to \$100,000 require at least 20 years of land tenure.
- All grant amounts greater than \$100,000 require at least 30 years of land tenure.
- The 20 or 30 year land tenure requirement begins on the appropriation date.

☐ **Renewal Clause**Page _____

The renewal clause must include an option, which can be non-binding, for the APPLICANT /GRANTEE to renew the agreement beyond the original 20 or 30 year term.

☐ **Termination (Revocability)**Page _____

Any of the following is acceptable:

- No termination clause - the agreement is non-revocable.
- Termination clause specifies that the agreement is revocable:
 - For breach of the CONTRACT provisions, i.e., for cause.
 - By mutual consent.

The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will.

☐ **Site Control, Roles and Responsibilities**Page _____

- The agreement must authorize the APPLICANT to proceed with the construction PROJECT should the GRANT be awarded. The APPLICANT may delegate construction to other entities.
- The agreement establishes when the general public can use the PROJECT and gives APPLICANT permission to operate the PROJECT SITE (such as scheduling recreational programs). The APPLICANT may delegate operational roles to other entities but is bound through the CONTRACT provisions to ensure public access should the GRANT be awarded.
- The agreement identifies which entity will maintain the PROJECT SITE. The APPLICANT may delegate maintenance to other entities but is bound through the CONTRACT provisions to ensure maintenance of the PROJECT SITE should the GRANT be awarded.

Sub-Leases or Other Agreements

Provide a list of any *other* leases or agreements, not related to land tenure, affecting PROJECT property such as maintenance agreements, concessionaire contracts, flood control district agreements etc. If necessary, note if the status of the lease or agreement is proposed or draft.

or

If this item does not apply, provide a brief explanation.

Concept Level Site Plan

Provide a drawing no larger than 11"x17" clearly showing the boundary of the PROJECT SITE and location of each element listed in the GRANT SCOPE/Cost Estimate form.

Photos of the Project Site

Provide up to four pages (8½" x 11") of photographs with labels, showing the PROJECT SITE and its surrounding area. Provide a caption for each photo describing what is depicted. Indicate direction (north, south, east, or west).

Project Summary

To facilitate OGALS' understanding of the proposed PROJECT, provide a one-page summary that explains the PROJECT and any additional enhancement or development plans to be made to the PROJECT SITE.

Youth Soccer Fact Finder

Provide a print out of the "California State Parks Community Fact Finder – Youth Soccer" Report (instructions are on page 20).

V. Project Selection Criteria

Project Selection Criteria Overview

OGALS will use Project Selection Criteria responses to rank all competing applications. All competing applications start with 0 points. The maximum score is 100 points.

CRITERIA	POINT VALUE
1. Demographics	40
2. Community Challenges and Project Benefits	20
3. Community Involvement	10
4. Availability	10
5. Organizational Capacity	10
6. Water Conservation Measures	5
7. Matching Funds	5
Maximum Score	100

Criteria Instructions

- The APPLICANT must respond to the Project Selection Criteria in the order outlined on page 18. Please respond to each criterion separately. Criteria 1 and 4 do not require a narrative response. The response for criterion 7 is provided on page 27.
- Label your responses to follow the same number and/or letter order of each Criteria question.
- There is an 8 page limit for the Project Selection Criteria response which must be provided on single-sided, 8 ½" x 11" pages, double-spaced, with 12-point Arial font.
- Attachments associated to criteria responses will not be counted as part of the 8 page limit.

Criterion 1: Demographics (40 Points)

In order to determine if the proposed PROJECT is located in a critically underserved community:

- Provide the following information regarding the demographics in the vicinity of the PROJECT SITE.
- Use the information from the California State Parks Community Fact Finder – Youth Soccer (FACT FINDER),
- Report your data in a chart (see example below).
- Include the FACT FINDER identification number and figures for A, B, & C.

FACT FINDER ID Number	=	
A. Total Population	=	
B. Median Household Income	=	\$
C. Unemployment Rate	=	%

FACT FINDER Instructions:

1. Go to www.parks.ca.gov/grants
2. Click on the Youth Soccer link and go to the FACT FINDER. This tool will generate a report with the required information to answer Project Selection Criteria 1: A, B, & C.
3. Enter the PROJECT SITE address or manually zoom to the PROJECT SITE.
4. Locate the origin of the ½ mile radius at any point within the boundary of the PROJECT SITE that best meets the intent of Project Selection Criteria 1 including: high population, low median household, high unemployment rate.

The origin of the ½ mile radius does not need to be located at the exact address of the PROJECT SITE, but instead can be located at any point within the boundary of the PROJECT SITE. However, once the place of origin is determined, it must be consistent for each response.

5. Select “Run Report.”
6. Print a copy of the report and include it in your APPLICATION PACKET.

The charts below show the point distribution; the maximum points will be awarded to PROJECTS having the highest population, lowest median household income, and highest unemployment rate compared with all applications.

A. Population

	Points
Highest 10% of all applications	20
From 11%-20% of all applications	16
From 21%-40% of all applications	12
From 41%-60% of all applications	8
From 61%-80% of all applications	4
From 81%-100% of all applications	2

B. Median Household Income

	Points
Lowest 10% of all applications	10
From 11%-20% of all applications	8
From 21%-40% of all applications	6
From 41%-60% of all applications	4
From 61%-80% of all applications	2
From 81%-100% of all applications	1

C. Unemployment Rate

	Points
Highest 10% of all applications	10
From 11%-20% of all applications	8
From 21%-40% of all applications	6
From 41%-60% of all applications	4
From 61%-80% of all applications	2
From 81%-100% of all applications	1

Criterion 2: Community Challenges and Project Benefits (20 points)

- A. Describe the challenges not illustrated in the FACT FINDER report that are contributing to the need for youth soccer, baseball, softball and/or basketball recreation opportunities.
- B. Describe any youth crime issues present.
- C. Describe any deficiencies in similar recreational facilities. Provide details of these deficiencies.
- D. Describe any current recreation opportunities that may be lost or affected if this PROJECT is not implemented.

<i>The maximum number of points will be awarded to APPLICANTS that demonstrate significant challenges, high deficiency in recreational facilities and/or a high need to expand or improve their facilities; clearly explain the PROJECT'S benefits; and demonstrate the PROJECT is in an area with high youth crime.</i>	
	Points
<p>The APPLICANT demonstrates significant challenges and high need for recreation opportunities compared to other applications.</p> <p>The PROJECT clearly addresses the community's need(s) for recreation opportunities.</p> <p>The APPLICANT demonstrates the PROJECT is in an area with high youth crime.</p>	20-14
<p>The APPLICANT demonstrates moderate challenges and moderate need for recreation opportunities compared to other applications.</p> <p>The PROJECT somewhat addresses the community's need(s) for recreation opportunities.</p> <p>The APPLICANT demonstrates the PROJECT is in an area with moderate youth crime.</p>	13-7
<p>The APPLICANT demonstrates minimal challenges and minimal need for recreation opportunities compared to other applications.</p> <p>The PROJECT insufficiently addresses the community's need(s) for recreation opportunities.</p> <p>The APPLICANT demonstrates the PROJECT is in an area with minimal youth crime.</p>	6 - 0

Criterion 3: Community Involvement (10 points)

This criterion focuses on efforts to solicit input, not on the number of interested parties solicited.

Describe the efforts to involve interested parties (such as nearby residents and businesses, community-based stakeholders, potential users, public agency partners, and community-based non-profit partners) in PROJECT planning and/or implementation.

Respond to the following regarding efforts to involve stakeholders regarding this PROJECT:

1. Describe how the APPLICANT conducted outreach to interested parties. Include information on when the outreach occurred, the variety of outreach methods used, and what stakeholders were solicited.
2. Describe what was learned as a result of this outreach.
3. Describe how the PROJECT was influenced by this outreach.

<i>The maximum number of points will be awarded to APPLICANTS which, within the last two years prior to the application due date, made a concerted effort to involve the broadest representation of interested parties in the PROJECT planning and implementation process.</i>	
	Points
The APPLICANT made a concerted effort to meet with interested parties and incorporate their ideas into the design of the proposed PROJECT.	10
The APPLICANT made some effort to meet with interested parties and incorporate their ideas into the design of the proposed PROJECT.	5
The APPLICANT made no effort to gather ideas from interested parties.	0

Criterion 4: Availability (10 points)

Provide the annual schedule (include operating hours and days of the week) of the PROJECT SITE, (include league and open play use).

Example:			
February - June	Baseball League Use	Weekdays (M-F) Saturday	3:00pm - 6:00pm dawn to dusk
	Open Play (General Public)	Weekdays (M-F) Sunday	dawn to 3:00pm dawn to dusk
July - November	Soccer League Use	Weekdays (M-F) Saturday	3:00pm - 6:00pm dawn to dusk
	Open Play (General Public)	Weekdays (M-F) Sunday	dawn to 3:00pm dawn to dusk
December - January	Open Play (General Public)	7 days/week	dawn to dusk

The maximum number of points will be awarded to PROJECT SITES with playtime from dawn to dusk, 365 days a year and which are open for both league and open play use.

	Points
The PROJECT SITE will be open from dawn to dusk, seven days a week/365 days a year and meets the needs of both league use and open play for the general public.	10 - 7
The PROJECT SITE will have daily operating hours which include at least 3-7 PM for users on weekdays and open on weekends for league and/or open play.	6 - 4
The PROJECT will have limited operating hours and/or will only be open for school use.	3 - 0

Criterion 5: Organizational Capacity (10 points)

Provide example(s) of capital outlay project(s) similar in type, scope, and/or dollar amount completed by the APPLICANT, or by any project manager/consultant working with the APPLICANT.

For each example provide the following information:

1. Type or scope of project
2. Total project costs
3. Project amount and funding source(s)
4. Discuss required completion date relative to actual completion date
5. Describe how this project is operated and maintained

Submitting a complete APPLICATION PACKET by the application deadline is an indicator of capacity.

<i>The maximum number of points will be awarded to APPLICANTS that demonstrate significant capacity to complete and maintain the PROJECT.</i>	
	Points
The information provided clearly demonstrates that the APPLICANT, or any project manager/consultant that will be used, has completed comparable projects on time and within budget and has demonstrated capacity to operate and maintain the PROJECT.	10
The information provided somewhat demonstrates that the APPLICANT, or any project manager/consultant that will be used, has completed comparable projects on time and within budget and has demonstrated capacity to operate and maintain the PROJECT.	7
The information provided minimally demonstrates that the APPLICANT, or any project manager/consultant to be used, has completed comparable projects on time and within budget and has demonstrated capacity to operate and maintain the PROJECT.	4
The information provided shows neither the APPLICANT, nor any project manager/consultant to be used, has completed comparable projects on time and within budget and has not demonstrated capacity to operate and maintain the PROJECT, or did not respond.	Will not be funded

In addition to the information provided for this criterion, OGALS will review its records and consider the APPLICANT'S performance history, if any. This review includes, but is not limited to, a review of the APPLICANT'S ability to:

- Complete previous grant funded projects within the GRANT PERFORMANCE PERIOD
- Meet all post-award requirements including timely submission of project status reports and payment requests
- Operate and maintain grant funded sites

Criterion 6: Water Conservation (5 points)

Given the severity of the drought, all jurisdictions throughout California have implemented water-use reduction requirements.

- A. Describe the water-use reduction requirements in the jurisdiction where the PROJECT is located.
- B. Explain how the planned WATER CONSERVATION measures enable the PROJECT to use even less water than required.

<i>The maximum number of points will be awarded to PROJECTS that go above and beyond the Applicant's current water-use reduction requirements.</i>	
	Points
The PROJECT will use even less water than the APPLICANTS' jurisdiction's requirements.	5
The PROJECT will meet the jurisdiction's mandate, but will not use less water than required.	0
The PROJECT will not include any water-use reduction measures or does not comply with the jurisdiction's water-use reduction plan.	Will not be funded

Criterion 7: Matching Funds (5 Points)

OGALS will review the Match Certification Form (page 11) to determine the Match contribution for this PROJECT.

APPLICANT response need only state: "See Match Certification Form."

<i>The maximum points will be awarded to APPLICANTS that absorb all cost necessary to complete the PROJECT, other than CONSTRUCTION COSTS.</i>	
	Points
GRANTEE/ APPLICANT will utilize GRANT funds for CONSTRUCTION COSTS <i>only</i> . NON-CONSTRUCTION COSTS will be funded from other sources and will not be eligible for reimbursement.	5
GRANTEE/ APPLICANT will use GRANT funds for NON-CONSTRUCTION COSTS. Expenditures for CONSTRUCTION COSTS and NON-CONSTRUCTION COSTS will be eligible for reimbursement.	0

VI. Eligible/Ineligible Costs

ELIGIBLE CONSTRUCTION COSTS

Up to 100% of GRANT Amount
(Only within the PROJECT SITE)

EXAMPLES

- **Site preparation, grading, demo**
- **Installation of natural turf or other surface**
- **Purchase and installation of permanent equipment:** i.e. sprinkler systems, software (as part of a new system), basketball standards, backstops, goal posts, field lighting.
- **Construction supplies and materials:** may be drawn from central stock if claimed costs are no higher than supplies or materials purchased elsewhere.
- **Construction equipment owned by GRANTEE:** equipment owned by the GRANTEE may be charged to the GRANT for each use. Rental rates published by the California Department of Transportation may be used as a guide. For audit purposes, a report or source document must describe the work performed, indicate the hours used, relate the use to the GRANT SCOPE, and must be signed by the operator or supervisor.
- **Construction equipment rented or purchased by GRANTEE:** Equipment may be rented or purchased, whichever is the most economical use of grant funds. For purchased equipment, the GRANT will pay for the rental price equivalent in proportion to the time the purchased equipment is used on the GRANT SCOPE (Rental rates published by the California Department of Transportation may be used as a guide). The GRANT will pay for the total cost of the equipment if the purchase price is less than the rental price equivalent. Any funds earned by the GRANTEE from the sale of equipment purchased with the GRANT must be spent on the PROJECT.
- **Construction management:** i.e. scheduling mobilization, directing equipment, materials, construction personnel, site inspections
- **Employee services:** for direct costs related to construction. Time and attendance records must be maintained as charges are incurred, recording the actual time spent on the PROJECT, and describing the specific work. Salary and wages must be calculated according to the GRANTEE's wage and salary scales, and may include benefits. For more information see the accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE.

ELIGIBLE NON-CONSTRUCTION COSTS

Maximum 25% of GRANT amount
(Only eligible for reimbursement if not receiving match points)

EXAMPLES

- **Plans, specifications, construction documents, and cost estimates**
- **Permits**
- **Premiums on hazard and liability insurance to cover personnel or property**
- **Fidelity bond premium cost:** see GRANT ADMINISTRATION GUIDE
- **Bid packages**
- **Employee services:** for direct costs related to grant administration/ accounting. Time and attendance records must be maintained as charges are incurred, recording the actual time spent on the PROJECT, and describing the specific work. Salary and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefits. For more information see the accounting rules for employee services explained in the GRANT ADMINISTRATION GUIDE.
- **Grant administration/accounting:** i.e. completion and submission of forms, payment requests.

INELIGIBLE COSTS

Cannot be charged to the GRANT

EXAMPLES

- **Outside the GRANT PERFORMANCE PERIOD:** costs incurred before or after the GRANT PERFORMANCE PERIOD.
- **Indirect costs:** overhead business expenses of the GRANTEE'S *fixed or ordinary operating costs*: (rent, mortgage payments, property taxes, utilities, office supplies).
- **Beautification/Landscaping** that doesn't directly support the recreation venue
- **Software** (not related to the GRANT SCOPE)
- **Acquisition Costs**
- **Outside PROJECT SITE boundaries:** Streets, traffic lights, electricity, water mains or other infrastructure not located within the PROJECT SITE.
- **CEQA Costs**
- **Fundraising**
- **Food**
- **Grant Writing**

VI. Definitions

Words and terms shown in small caps in this guide are defined below.

APPLICANT – a single entity which does not yet have a fully-executed contract with OGALS, and is requesting grant funding through a competitive process.

APPLICATION PACKET – the application form and its required attachments as listed in the application checklist.

APPROPRIATION DATE – July 1 of the fiscal year in which funds have been appropriated in the State Budget. The APPROPRIATION DATE is the start of the GRANT PERFORMANCE PERIOD.

AUTHORIZED REPRESENTATIVE – the APPLICANT’S/GRANTEE’S designated position authorized to sign all required grant documents on behalf of the APPLICANT.

CONSTRUCTION COSTS – expenses incurred after ground-breaking construction activities such as site preparation, grading, or gutting begins.

CONTRACT – an agreement between OGALS and the GRANTEE specifying the performance of the GRANT SCOPE within the GRANT PERFORMANCE PERIOD, and other grant obligations between the GRANTEE and OGALS.

DEVELOPMENT – the physical improvement of real property including the construction of facilities or structures.

ELIGIBLE COSTS – expenses directly related to the completion of the GRANT SCOPE, and which may be charged to the grant if (1) there is a fully executed CONTRACT between the GRANTEE and OGALS; (2) they are incurred *during* the GRANT PERFORMANCE PERIOD; (3) they are consistent with the eligible cost charts (see pages 28-29).

FACT FINDER – California State Parks Community Fact Finder – Youth Soccer

GRANT – funds made available to a GRANTEE for completion of the GRANT SCOPE during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a CONTRACT with OGALS for a GRANT funded by the California Youth Soccer Recreation Development Program.

GRANT ADMINISTRATION GUIDE – the document titled the “GRANT ADMINISTRATION GUIDE for Youth Soccer Grants” available from OGALS. The guide provides requirements and forms for grant administration.

GRANT PERFORMANCE PERIOD – the period of time, starting with the APPROPRIATION DATE, that ELIGIBLE COSTS may be incurred by the GRANTEE and charged to the grant, and ending eight years after the APPROPRIATION DATE.

GRANT SCOPE – the items listed in the GRANT SCOPE/Cost Estimate Form that must be completed.

MATCH – a commitment by the APPLICANT to only use GRANT funds for eligible CONSTRUCTION COSTS (see page 11). Such a commitment means that the APPLICANT will use other funds to cover any NON-CONSTRUCTION COSTS.

NEW OPPORTUNITY – the development of a new outdoor or indoor court, field, or other venue designed for active baseball/softball, basketball, or soccer use where one does not currently exist; or the renovation of an existing outdoor or indoor baseball/softball, basketball, or soccer court, field, or other venue that allows for expanded operation hours or additional recreational use beyond its original condition.

NON-CONSTRUCTION COSTS – Expenses incurred prior to ground breaking, as well as costs associated with grant administration. (See page 29 for more information.)

OGALS – The California Department of Park and Recreation's Office of Grants and Local Services.

PROJECT – items listed in the GRANT SCOPE/Cost Estimate Form.

PROJECT SITE – the facility in which the PROJECT is located; typically this would be a park, school, or sports complex.

WATER CONSERVATION – Measures that conserve water according to the APPLICANT's water-use reduction plan as mandated by the APPLICANT's jurisdiction. (See page 26 for more information.)

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: June 29, 2016

Subject: Consideration to Amend Maintenance Services Agreement for Tree Maintenance Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Amendment No. 2, amending the unit price schedule of the maintenance services agreement (Contract No. 1568(b) - Attachment "A") with West Coast Arborists for tree maintenance services, in amount not-to-exceed annual budget appropriations; and
- b. Authorize the City Manager or designee to execute all related documents.

BACKGROUND:

The Public Works Department is responsible for the maintenance of all City facilities and infrastructure. Annual tree maintenance programs are critical in order to ensure the proper upkeep and maintenance of the City's urban forest. These regular maintenance services vary in scope and frequency, depending on the size, species and condition of trees.

The City's existing agreement with West Coast Arborists ("WCA") is scheduled to run through May 22, 2019. WCA has not received any pricing adjustments since the starting work in the City in 2007. In 2015, the State Department of Industrial Relations (DIR) issued a new prevailing wage determination relative to tree maintenance services. These changes resulted in significant labor cost increases in 2015 and upcoming years.

Based on these changes, WCA entered into a Collective Bargaining Agreement with the Laborer's Union to place its employees into a union package that provides workers with enhancements to salary and benefits. This move has altered WCA's ability to perform tree maintenance services at the unit prices that were developed in 2007. As such, WCA requested that the City consider increases to the existing unit pricing schedule. In order to minimize the

Consideration to Amend Maintenance Services Agreement for Tree Maintenance ServicesPage 2 of 3

impact to the City, WCA agreed to hold existing price levels during Fiscal Year 2015-2016 and phase in pricing increases over a three-year period, through FY 2018-2019.

ANALYSIS:

In late 2015, representatives from WCA approached the City to explain changes to its employee relationship. Since 1999, the Department of Industrial Relations (DIR) allowed tree maintenance work to be performed under prevailing wage rates for the Landscape Maintenance Laborer classification. In August 2015, a new prevailing wage determination was issued by the DIR for tree maintenance work, changing the classification to a Tree Maintenance Laborer. As a result, wages increased approximately 73% in 2015 and will continue to increase an additional 31% through the end of FY 2018.

In discussing these changes with WCA, it was agreed that no pricing increases would be considered during FY 2015-2016. In doing so, the City agreed that it would review and consider an amendment to pricing for future fiscal years. Since this time, staff has surveyed other communities that contract with WCA to determine how other agencies have approached this situation. Based on this survey it was determined that several communities have amended their existing agreements using WCA's new pricing schedule, while a few other cities decided to issue new requests for proposals (RFPs) for these services. Both alternatives yielded similar results relative to unit pricing.

Based on this information, staff negotiated with WCA to phase-in pricing increases over a three-year period, from FY 2016-2017 to FY 2018-2019, when the existing agreement is set to expire. This phased-in approach for price increases will result in annual unit price increases of approximately 10% per year. In FY 2018-2019, the City can reassess the tree maintenance services agreement and determine whether to issue an RFP or re-negotiate with WCA.

WCA is a 39-year old firm that specializes in providing tree maintenance services for public agencies. Since beginning work in the community, WCA has routinely demonstrated the requisite job knowledge, experience, and qualifications to perform tree maintenance services. In addition to traditional tree maintenance functions, WCA provides the City with several key services at no additional cost, including:

- Geographic Information System ("GIS") Mapping and Database System
This GIS system helps the City to actively track tree maintenance schedules, identify tree species, and respond to inquiries from the community. The GIS system has also proven beneficial in documenting service request histories for claim-related issues.
- Certified Arborist Services
The City regularly consults with WCA staff arborists to evaluate tree species in the community. These services help staff to identify disease and health issues and take

Consideration to Amend Maintenance Services Agreement for Tree Maintenance ServicesPage 3 of 3

appropriate action to improve tree health. If necessary, detailed "Arborist Reports" can be prepared for an additional fee.

- Proactive Customer Service Approach

WCA is quick to respond to emergency situations, tree maintenance requests, and assist with grant proposals for our community. The firm is also a dedicated partner, participating in community events (Public Works Day, Holiday Tree Lighting Event), and providing free mulch for community clean-up events, mulch giveaways, and community events.

BUDGET IMPACT:

Funds are budgeted in the Public Works Department operating budget for tree maintenance services. Most street tree trimming is funded using highway users tax funds while parks/facilities tree trimming is funded using general funds.

CONCLUSION:

It is requested that the City Council approve the amendment to its agreement with West Coast Arborists for tree maintenance services.

ATTACHMENT:

A. Contract No. 1568(b)

**ATTACHMENT “A”
CONTRACT NO. 1568(b)**

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE
CITY OF SAN FERNANDO AND WEST COAST ARBORISTS,
INC. FOR TREE MAINTENANCE SERVICES**

THIS SECOND AMENDMENT (“Amendment”) to that certain May 21, 2007 “Agreement” (Contract No. 1568) executed by and between the **City of San Fernando**, a municipal corporation (“CITY”) and **West Coast Arborists, Inc.** (“CONTRACTOR”) is made and entered into this 29th day of June 2016. For purposes of this Amendment, the capitalized term “Parties” shall be a collective reference to both CITY and CONTRACTOR and the capitalized term “Party” may refer to either CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, the CITY and CONTRACTOR have entered into that certain Contract for Tree Maintenance Services dated May 21, 2007 (the “Master Agreement”); and

WHEREAS, the term of the Agreement was extended on May 22, 2015 for an additional four (4) years through May 22, 2019; and

WHEREAS, the parties desire to amend the Agreement to amend the unit price schedule;

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

1. Section 1. DEFINITIONS, subsection B of the Master Agreement is hereby amended as follows:
 - B. “Approved Fee Schedule”: Such compensation rates as are set forth in the fee schedule attached hereto as Exhibit “B” and incorporated herein by this reference.
2. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment, inclusive all Attachments to the Amendment and 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.
3. The provisions of this Amendment shall be deemed a part of the Master Agreement. Except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master

Agreement, the provisions of this Amendment shall govern and control, but only in so far as such provisions conflict with the provisions of the Master Agreement.

4. This Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to CONTRACTOR following execution.

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

CITY OF SAN FERNANDO

West Coast Arborists, Inc.

Brian Saeki
City Manager

Victor Gonzalez
Vice President

City of San Fernando

Proposed Price Schedule

Tree Maintenance Services
provided by West Coast Arborists, Inc.

Item	Description	Unit	Contract Prices for 2016/2017	Contract Prices for 2017/2018	Contract Prices for 2018/2019
1	Annual Grid Tree Pruning, 4 year cycle	Each	\$ 65.50	\$ 72.00	\$ 79.00
2	Annual Palm Tree Pruning	Each	\$ 65.50	\$ 72.00	\$ 79.00
3	Annual Ficus Tree Pruning	Each	\$ 131.25	\$ 144.00	\$ 158.00
4	Tree and Stump Removal	Inch	\$ 20.00	\$ 22.00	\$ 24.00
5	Tree Only Removal	Inch	\$ 11.00	\$ 12.00	\$ 13.00
6	Stump Removal	Inch	\$ 9.00	\$ 10.00	\$ 11.00
7	Plant 15-gallon tree with root barrier	Each	\$ 150.00	\$ 165.00	\$ 181.50
8	Plant 24" Box tree with root barrier	Each	\$ 233.50	\$ 256.75	\$ 282.00
9	Plant 36" Box tree with root barrier	Each	\$ 834.00	\$ 917.00	\$ 1,000.00
10	Crew Rental - 3 man crew	Hour	\$ 196.50	\$ 216.00	\$ 237.00
11	Emergency Response - 2 person crew	Hour	\$ 222.00	\$ 244.00	\$ 268.00
12	Specialty Equipment Rental	Hour	\$ 139.00	\$ 153.00	\$ 168.00
13	Certified Arborist Services (8-hour day)	Hour	\$ 111.00	\$ 122.00	\$ 134.00
14	GPS Tree Inventory Updates	Each	\$ 2.50	\$ 2.50	\$ 2.50
15	Tree Inventory Software	Lump Sum	No cost	No cost	No cost

Proposed prices for each FY reflect an approx. 10% increase to offset the State-mandated prevailing wage determination for current Tree Maintenance Laborer

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: June 29, 2016

Subject: Consideration of Disposition of Surplus City Owned Personal Property

RECOMMENDATION:

It is recommended that the City Council:

- a. Declare all the items on the Surplus City-Owned Personal Property List (listed herein) as surplus; and
- b. Authorize the City Manager to dispose of surplus City-owned personal property in accordance with Chapter 2, Article VI, Division 7, of the City of San Fernando Municipal Code.

BACKGROUND:

1. Periodically, the City retires equipment as surplus City-owned personal property, which requires a formal disposition.
2. The City has a Vehicle Replacement Program in place, which strategically rotates out older, damaged or non-functional vehicles and other rolling equipment from the City's fleet.
3. In January 2010, the City Council approved disposition of equipment including six patrol vehicles.
4. In August 2014, the City Council last approved disposition of seven pieces of rolling inventory and one small piece of equipment.

ANALYSIS:

The City currently has eight pieces of rolling inventory, one large and two small pieces of equipment stored at the City Yard ready for auction. Staff is requesting approval to have these

Consideration of Disposition of Surplus City Owned Personal Property

Page 2 of 3

items available for an on-line auction as per **Division 7. Surplus City-Owned Personal Property Sec. 2-869. Bids; Sales; Exchanges.** All equipment will be sold “as-is”. After approval they will be available for inspection for a period of one week.

Surplus City-Owned Personal Property List:

VEH. #	YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	MILEAGE
WA 8196	1991	GMC	C7000	1GDJ7H1P9MJ508196	69,793
PW 0546	1979	ROCKWELL	JETTER	N/A	N/A
PD 1221	2001	T3 MOTION	T3	42083201E1TMBA01221	N/A
PD 1234	2001	T3 MOTION	T3	42083201E1TMBA01234	N/A
PD 9964	2000	FORD	Crown Vic	2FAFP71WXYX169964	95,640
PD 7834	2007	FORD	Crown Vic	2FAHP71W47X157834	79,961
PD 6499	2000	FORD	Crown Vic	2FAFP71W3YX126499	155,451
EL 0329	1990	INGSOL-RAND	P185WJD	184137U90329	N/A
N/A	N/A	T-REX	SNAP-ON LIFT	N/A	N/A
N/A	N/A	N/A	(2) LAWN MOWERS	N/A	N/A

Reasons for Replacement:

- WA 8196 Vehicle worn, replaced in 2016.
- PW 0546 Engine beyond repairs, vehicle replaced in 2016.
- PD 1221 Equipment not in use
- PD 1234 Equipment not in use
- PD 9964 Engine beyond repairs, high mileage, and high maintenance costs
- PD 7834 Engine beyond repairs, vehicle replaced in 2015
- PD 6499 High maintenance costs, vehicle replaced in 2016
- EL 0329 Repairs not cost effective, replaced with equal
- Snap-on lift Too expensive to reinstall replacing with smaller lift system
- 2 lawn mowers Not operable

Consideration of Disposition of Surplus City Owned Personal PropertyPage 3 of 3

The equipment listed will be disposed of by sale to the highest bidder, or by public auction sales. They will be auctioned off to the public. The Public Works Department will prepare the "release of liability" forms and will handle all necessary transfer of ownership. All necessary registration and smog check inspections will be the new owner's responsibility.

BUDGET IMPACT:

Proceeds from the disposal of surplus City-owned personal property will be determined after the completion of the auction. Proceeds will be deposited in the Equipment Replacement Fund.

CONCLUSION:

All vehicles and equipment shall be sold or auctioned in "as is" condition; the City will provide no warranty and assume no liability for the condition or use of items sold or auctioned. It is recommended that the City Council approve the sale of the listed surplus equipment and vehicles.

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: June 29, 2016

Subject: Consideration to Purchase a 2017 Ford F-550 XL Dual Rear Wheel (DRW) Gasoline Powered Utility Truck with Flatbed Body under the National Joint Power Alliance (NJPA) and Related Water Operations Equipment

RECOMMENDATION:

It is recommended that the City Council:

- a. Authorize the City Manager to execute a Purchase Order for a 2017 Ford F-550 XL Dual Rear Wheel (DRW) Gasoline Powered Utility Truck with Flatbed Body, in an amount not to exceed \$58,608 from National Auto Fleet Group under the NJPA (Attachment "A"); and
- b. Authorize the City Manager to execute a Purchase Order for a Wachs ERV-750 Automated Valve Operator and Hydro-Vac for an amount not to exceed \$61,183 from E.H. Wachs Water Utility Products (Attachment "B").

BACKGROUND:

1. In August 2005, an F-450 XL Utility truck was purchased for use within the Public Works Department Water Division.
2. On August 14, 2015, the City became a member of the National Joint Power Alliance (NJPA), providing competitive bid pricing for various supplies and equipment.
3. In March 2016, staff obtained a competitively solicited bid for a 2017 Ford F-550 XL Dual Rear Wheel (DRW) Gasoline Powered Utility Truck with Flatbed Body from National Auto Fleet Group via their contract with the NJPA.
4. Also in March 2016, staff obtained bids from E.H. Wachs Water Utility Products (Wachs), Balar Equipment, and Intermountain Sales to replace a 16 year old Automated Valve Operator and Hydro-Vac used in water operations duties.

Consideration to Purchase a 2017 Ford F-550 XL Dual Rear Wheel (DRW) Gasoline Powered Utility Truck with Flatbed Body under the National Joint Power Alliance (NJPA) and Related Water Operations Equipment

Page 2 of 4

ANALYSIS:

During the preparation of the City's Fiscal Year 2017 budget, funding was included for the purchase of a new water operations truck to replace an existing aging vehicle in the City's fleet. This truck is a versatile piece of equipment, allowing the City's water operations team to maintain, repair and monitor approximately 1,200 water gate valves within the City's water distribution system. Below is a brief description of the vehicle that is recommended for replacement due to its age, condition and mileage.

Vehicle #	Department	Year	Make/Model	Mileage
WA-4573	PW-Water Division	2005	Ford F-450 XL	41,612



Unit #WA-4573 is a utility truck used in Public Works Water Operations activities. This vehicle is approximately 11 years old and has reached the end of its useful life for valve maintenance and operations. If replaced, the existing utility truck will be transitioned into a traffic/sign role that will be used for traffic control during repair activities.

New Vehicle Purchase

The proposed replacement vehicle is a Ford F-550 XL DRW Gasoline Powered Utility Truck with Flatbed Body. Public Works Department staff members actively participated in the selection of this replacement vehicle so that it adequately serves the Department's needs for water operations functions.

As proposed, the City would purchase one (1) new Ford F-550 Utility Cab and Chassis under the National Joint Powers Alliance Contract #102811-NAF, which was a contract negotiated by the NJPA for fleet vehicles. The total purchase price for this truck is \$58,608. The terms of the contract make the negotiated pricing available to all public member agencies from participating contracted dealerships. In accordance with the City's Purchasing Policy, the City Council may use a competitive bid conducted by another public agency to purchase goods and services. Known as "Piggybacking" on another contract, this process allows the City to receive the same competitively bid price without having to spend a significant amount of staff time to formally bid and purchase the same goods or services.

Consideration to Purchase a 2017 Ford F-550 XL Dual Rear Wheel (DRW) Gasoline Powered Utility Truck with Flatbed Body under the National Joint Power Alliance (NJPA) and Related Water Operations EquipmentPage 3 of 4

New Valve Operator / Hydro-Vac Equipment

The valve operator and hydro-vac is used for collecting operation data from the water distribution system's four inch to 22 inch water distribution gate valves at various locations throughout the City. The new valve operator and hydro-vac will replace a 16 year-old piece of equipment which has exceeded its one year recommended lifespan. The new valve operator and hydro-vac equipment includes a GPS and WiFi capability which provides the precise location of the City's valves and real-time data collection from each valve. This enhancement will improve the Department's database regarding water meters, fire hydrants, valves and water services.

Public Works Water Division staff requested bids for a new valve operator and hydro-vac from three vendors in March 2016. All three vendors responded with Wachs' providing the lowest bid. The bids received from each company are summarized below.

BID RESULTS	
Company	Cost
Wachs Utilities Products	\$61,183.00
Balar Equipment	\$62,531.00
Intermountain Sales	\$66,466.00

BUDGET IMPACT:

Funds to purchase both the 2017 Ford F-550 XL DRW Gasoline Powered Utility Truck with Flatbed Body and the Wachs ERV-750 Automated Valve Operator and Hydro-Vac were budgeted in the Proposed Fiscal Year 2016-2017 budget; Fund 070-385-0857-4600 (Water Distribution).

CONCLUSION:

It is recommended that the City Council approve the purchase of both the 2017 Ford F-550 XL DRW Gasoline Powered Utility Truck with Flatbed Body and the Wachs ERV-750 Automated Valve Operator and Hydro-Vac and allow the City Manager to execute the purchase of both items. This truck and equipment have a lead time of approximately six months and will be delivered in early 2017.

Consideration to Purchase a 2017 Ford F-550 XL Dual Rear Wheel (DRW) Gasoline Powered Utility Truck with Flatbed Body under the National Joint Power Alliance (NJPA) and Related Water Operations Equipment

Page 4 of 4

ATTACHMENTS:

- A. NJPA Contract, Vehicle Specification, and Quotation
- B. Valve Operator and Hydro-Vac Equipment Specifications and Quotation

NJPA AWARDED CONTRACT



NJPA VENDOR CONTRACT SUMMARY – NATIONAL AUTO FLEET GROUP

DATE October 28, 2011	RFP # 102811
AWARDED CONTRACT NUMBER 102811-NAF	NJPA RFP TITLE & CATEGORY Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories
CONTRACT PERIOD January 17, 2012 through January 17, 2016	PRICING MODEL Net Pricing
DESCRIPTION Offers over 1400 different models of passenger cars and light, medium and heavy duty trucks from Chevrolet, Ford, Nissan, Honda, Toyota, Mack, Peterbilt, International, Freightliner, Volvo and Kenworth.	
VENDOR NAME AND ADDRESS National Auto Fleet Group 490 Auto Center Drive Watsonville CA 95076	VENDOR CONTACT Jesse Cooper 855-289-6572 jcooper@nationalautofleetgroup.com

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS “Contract” as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposers response, and a fully executed “acceptance and award” pursuant to this RFP. <ul style="list-style-type: none"> • <u>Bidders Response</u> • <u>Request for Proposal (RFP)</u> • <u>Bid Acceptance & Award</u> 	RELATED CONTRACT DOCUMENTATION <ul style="list-style-type: none"> • <u>Affidavit of Advertisement</u> • <u>Board Minutes</u> • <u>Bid Evaluation</u> • <u>Bid Opening Witness Page</u> • <u>Bid Comment & Review</u>
DOCUMENTATION OF CONTRACT MAINTENANCE <ul style="list-style-type: none"> • <u>Contract Renewal 2014</u> • <u>Contract Renewal 2013</u> 	ADDITIONAL INFORMATION: <ul style="list-style-type: none"> • <u>National Auto Fleet Group Contract Award Announcement</u>

NJPA INFORMATION

NJPA CONTACT Tom Pertula	TITLE Contract Manager
PHONE 218-895-4115	EMAIL Tom.Pertula@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org

National Joint Powers Alliance®

Contract Purchasing Department



COPY
Revised Quote 4-15-16

Quote Date: 4/15/16

Agency: City of San Fernando

Contact: Danny Garcia

Address 120 Well St

Address San Fernando, CA 91340

Phone: 818-898-1293

Email dgarcia@sfcity.org

National Auto Fleet Group is pleased to submit the following quotation for your consideration:

Qty	Line Item	Option #	Description	Unit Price	Extended
1			2017 Ford F550 DRW	\$ 39,443.58	\$ 39,443.58
1			CTEC Body	\$ 13,630.00	\$ 13,630.00
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal				\$ 53,073.58	\$ 53,073.58
Sales Tax 9.5 %				\$ 5,041.00	\$ 5,041.00
Tire Fee				\$ 8.75	\$ 8.75
DMV Fees (approx)				\$ -	\$ -
Delivery (non taxable)				\$ 485.00	\$ 485.00
TOTAL PURCHASE ORDER AMOUNT				\$ 58,608.33	\$ 58,608.33

Notes:

Please refer to attached specifications.

Terms: Net 30

Delivery:

Quoted by:

Clarke Cooper, Fleet Manager (626) 457-5590
 1247 W. Main St., Alhambra, CA. 91801

*This price is available under the NJPA Contract Number 102811.

Please reference this number on all orders

**CALIFORNIA TRUCK EQUIPMENT CO.**

12351 Bellflower Blvd, Downey CA 90242

PH - 562-803-4466 F - 562-803-8795

QUOTE

Sold To:	Ship To	ctec-truckbody.com	Quote Date	Quote #
Bob Wondries Ford 400 South Atlantic Boulevard Alhambra, CA 91801-3642	Clark Cooper City of San Fernando		3/28/2016	8104
			Terms	Net 10
			FOB	CTEC
			Rep	MB

Model Cab	Fuel	Truck Available	Rear wheel	Bed width	Compartment depth	CA
2016 Ford F 550	Diesel	yes	DRW	N/A		84 "

Description	Qty	Total
CTEC model FB 8-12 Flatbed is 8 feet wide and 12 feet long Cross bars on 16 inch centers Weld on rope hooks on each crossbar Hardwood floor Cab protector 50/50 Style Mounted and painted black LED Legal lights Dock bumper Mud flaps	1	
Installation customer supplied Wachs System : Item - 77 - 000 - 07 Utility Hydro - Vac Item - 79 - 000 - 01m Wachs EVR - 750 Item - 79 - 422 - 01 Wachs HC - 100 item - 79 - 403 - 00 EVR - 750 750 Installation kit Item - 79 - 419 - 00 Telescopic Valve Key - @ AWWA Item - 79 - 419 - Bluetooth Adapter for EVR or TM - 7	1	
Hydraulic hose line to EVR (not supplied in kit from Wachs	2	
Provide and Install Toolbox, Stainless Steel T-Handel with 3-PT Locking system, Painted-Black	2	
Weight Certificate		
PDI and delivery to San Fernando	1	

Order accepted by: _____ Date _____

Print Name _____ PO # _____

ANY AND ALL WARRANTY WORK WILL BE DONE BY CTEC AT 12351
BELLFLOWER BLVD. - CTEC IS NOT RESPONSABLE FOR ANY WORK DONE BY
3RD PARTIES

Subtotal \$13,630.00**Sales Tax (0.0%)** \$0.00**Total** \$13,630.00

Prepared By:
Administrator
Your Dealership Name Here

2017

2016 Ford F-550 Chassis

• VEHICLE REPORT

2016 Ford F-550 Chassis F5G 4x2 SD Regular Cab 185" WB DRW 84" CA XL

STANDARD EQUIPMENT

Powertrain

- 362hp 6.8L SOHC 30 valve V-10 engine with SMPI
- Recommended fuel : regular unleaded
- Emissions Type: federal
- 5 speed automatic transmission with overdrive, driver mode select
- Rear-wheel drive
- Fuel Tank Capacity: 40.0gal.

Suspension/Handling

- Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- Rear DANA 110 rigid axle leaf suspension with anti-roll bar, HD shocks
- Firm ride suspension
- Hydraulic power-assist re-circulating ball steering
- Front and rear 19.5" x 6" argent steel wheels
- LT225/70SR19.5G BSW AS front and rear tires
- Dual rear wheels

Body Exterior

- 2 doors
- Driver and passenger manual door mirrors
- Black door mirrors
- Black front bumper
- Traller harness

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2016 Ford F-550 Chassis**• VEHICLE REPORT**

2016 Ford F-550 Chassis F5G 4x2 SD Regular Cab 165" WB DRW 84" CA XL

STANDARD EQUIPMENT

Body Exterior (Continued)

- *Clearcoat paint*

Convenience

- *Manual air conditioning*
- *Manual front windows*
- *Manual door locks*
- *Manual tilt steering wheel*
- *Manual telescopic steering wheel*
- *Day-night rearview mirror*
- *Front cupholders*
- *Passenger visor vanity mirror*

Seats and Trim

- *Seating capacity of 3*
- *Front 40-20-40 split-bench seat*
- *4-way driver seat adjustment*
- *Manual driver lumbar support*
- *4-way passenger seat adjustment*
- *Center front armrest with storage*

Entertainment Features

- *AM/FM stereo radio*
- *2 speakers*

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2016 Ford F-550 Chassis

• VEHICLE REPORT

2016 Ford F-550 Chassis F5G 4x2 SD Regular Cab 165"WB DRW 84" CA XL

STANDARD EQUIPMENT

Entertainment Features (Continued)

- *Fixed antenna*

Lighting, Visibility and Instrumentation

- *Halogen aero-composite headlights*
- *Variable intermittent front windshield wipers*
- *Light tinted windows*
- *Front reading lights*
- *Tachometer*
- *Outside temperature display*
- *Trip odometer*

Safety and Security

- *4-wheel ABS brakes*
- *4-wheel disc brakes*
- *Driveline traction control*
- *Dual front impact airbag supplemental restraint system with passenger cancel*
- *Dual seat mounted side impact airbag supplemental restraint system*
- *Curtain 1st row overhead airbag supplemental restraint system*
- *Manual door locks*
- *Manually adjustable front head restraints*

Specs and Dimensions

- *Engine displacement: 6.8L*

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2016 Ford F-550 Chassis

• VEHICLE REPORT

2016 Ford F-550 Chassis F5G 4x2 SD Regular Cab 166" WB DRW 84" CA XL

STANDARD EQUIPMENT

Specs and Dimensions (Continued)

- *Engine horsepower: 362hp @ 4,750RPM*
- *Engine torque: 457 lb.-ft. @ 3,250RPM*
- *Bore x stroke : 3.55" x 4.16"*
- *Compression ratio: 9.20:1*
- *Gear ratios (1st): 3.11*
- *Gear ratios (2nd): 2.20*
- *Gear ratios (3rd): 1.55*
- *Gear ratios (4th): 1.00*
- *Gear ratios (5th): 0.71*
- *Gear ratios (reverse): 2.88*
- *Curb weight: 6,601lbs.*
- *GVWR: 18,000lbs.*
- *Front GAWR: 6,500lbs.*
- *Rear GAWR: 13,660lbs.*
- *Payload: 11,315lbs.*
- *Towing capacity: 18,000lbs.*
- *Exterior length: 250.5"*
- *Exterior body width: 93.9"*
- *Exterior height: 80.7"*

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2016 Ford F-550 Chassis**• VEHICLE REPORT**

2016 Ford F-550 Chassis F5G 4x2 SD Regular Cab 166" WB DRW 84" CA XL

STANDARD EQUIPMENT

Specs and Dimensions (Continued)

- *Wheelbase: 165.0"*
- *Front track: 74.8"*
- *Rear track: 74.0"*
- *Turning radius: 24.3'*
- *Min ground clearance: 8.4"*
- *Front legroom: 41.1"*
- *Front headroom: 40.7"*
- *Front hiproom: 67.6"*
- *Front shoulder room: 68.0"*
- *Passenger volume: 65.9cu.ft.*
- *5th-wheel towing capacity : 18,100 lbs.*

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2016 Ford F-550 Chassis

• VEHICLE REPORT

2016 Ford F-550 Chassis F5G 4x2 SD Regular Cab 165" WB DRW 84" CA XL

SELECTED MODEL

Code	Description	MSRP	Invoice
F5G	2016 Ford F-550 Chassis 4x2 SD Regular Cab 165" WB DRW 84" CA XL	\$37,995.00	\$35,051.00

SELECTED VEHICLE COLORS

Code	Description
-	Interior: STEEL
-	Exterior 1: OXFORD WHITE
-	Exterior 2: No color has been selected.

SELECTED OPTIONS

Code	Description	Class	MSRP	Invoice
PACKAGES				
660A	Order Code 660A (99Y) Engine: 6.8L 3-Valve SOHC EFI NA V10; (44T) Transmission: TorqShift 5-Speed Automatic; (X48) 4.88 Axle Ratio; (STDGV) GVWR: 18,000 lbs Payload Package; (TFB) Tires: 225/70R19.5G BSW AS; (64Z) Wheels: 19.5" Argent Painted Steel; Hub covers/center ornaments not included.; (A) HD Vinyl 40/20/40 Split Bench Seat: includes driver side manual lumbar, center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock: Includes 2 speakers.	OPT	\$0.00	\$0.00
EMISSIONS				
425	50-State Emissions System	STD	\$0.00	\$0.00
POWERTRAIN				
99Y	Engine: 6.8L 3-Valve SOHC EFI NA V10 Balanced out for fleet orders effective October 2, 2015.	INC	\$0.00	\$0.00
44T	Transmission: TorqShift 5-Speed Automatic	INC	\$0.00	\$0.00
X48	4.88 Axle Ratio	INC	\$0.00	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions. PC Carbook®, Data Version: 5.0, Data updated 07/17/2014 09:13:22 PM ©Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

December 07, 2015

Page 6

Prepared By:
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2016 Ford F-550 Chassis

• VEHICLE REPORT

2016 Ford F-550 Chassis F5G 4x2 SD Regular Cab 165" WB DRW 84" CA XL

SELECTED OPTIONS

Code	Description	Class	MSRP	Invoice
POWERTRAIN (Continued)				
STDGV	GVWR: 18,000 lbs Payload Package	INC	\$0.00	\$0.00
WHEELS & TIRES				
TFB	Tires: 225/70R19.5G BSW AS	INC	\$0.00	\$0.00
64Z	Wheels: 19.5" Argent Painted Steel Hub covers/center ornaments not included.	INC	\$0.00	\$0.00
51D	Spare Tire & Wheel Delete (Regional) Only available to Pool Accounts for sales to Rhode Island.	OPT	-\$85.00	-\$77.00
SEATS & SEAT TRIM				
A	HD Vinyl 40/20/40 Split Bench Seat Includes driver side manual lumbar, center armrest, cupholder and storage.	INC	\$0.00	\$0.00
OTHER OPTIONS				
PAINT	Monotone Paint Application	STD	\$0.00	\$0.00
165WB	165" Wheelbase	STD	\$0.00	\$0.00
531	Trailer Tow Package Includes aftermarket trailer brake wiring kit. NOTE: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.	OPT	\$155.00	\$141.00
67X	Extra Heavy-Service Suspension Package Includes pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). NOTE 1: May result in a deterioration of ride quality. NOTE 2: Vehicle ride height will increase with the addition of this package.	OPT	\$125.00	\$113.00
62R	Transmission Power Take-Off Provision	OPT	\$280.00	\$253.00
	Radio: AM/FM Stereo w/Digital Clock			

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions. PC Carbook®, Data Version: 5.0, Data updated 07/17/2014 09:13:22 PM ©Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
 December 07, 2015

Prepared By:
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2016 Ford F-550 Chassis
• VEHICLE REPORT

2016 Ford F-550 Chassis F5G 4x2 SD Regular Cab 166" WB DRW 64" CA XL

SELECTED OPTIONS

Code	Description	Class	MSRP	Invoice
OTHER OPTIONS (Continued)				
587	Includes 2 speakers.	INC	\$0.00	\$0.00
76C	Exterior Backup Alarm (Pre Installed) Custom accessory.	OPT	\$125.00	\$113.00
FLEET OPTIONS				
942	Daytime Running Lamps (DRL) (LPO) REQUIRES valid FIN code.	OPT	\$45.00	\$40.00
INTERIOR COLORS FOR : PRIMARY W/XL (REGS)				
AS	Steel	OPT	\$0.00	\$0.00
EXTERIOR COLORS FOR : PRIMARY W/XL (REGS)				
Z1	Oxford White	OPT	\$0.00	\$0.00
OPTIONS TOTAL			\$645.00	\$583.00

Prepared By:
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2016 Ford F-550 Chassis

• VEHICLE REPORT

2016 Ford F-550 Chassis F5G 4x2 SD Regular Cab 165" WB DRW 84" CA XL

POWERTRAIN - BASIC SPECIFICATIONS**Engine**

Engine Order Code	99Y
Engine Type	regular unleaded V-10
Displacement	6.8L/ 415 CID
SAE Net Horsepower @ RPM	362 @ 4,750
SAE Net Torque (lb ft) @ RPM	457 @ 3,250

Transmission

Transmission order code	44T
Transmission Type Description	5-speed automatic
Drive Train	rear-wheel drive

Mileage

City cruising range (l)
Hwy cruising range (l)

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Prepared By:
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 Your Dealership Name Here

2016 Ford F-550 Chassis

• VEHICLE REPORT

2016 Ford F-550 Chassis F5G 4x2 SD Regular Cab 166" WB DRW 84" CA XL

POWERTRAIN - ADVANCED SPECIFICATIONS

Transmission

Gear Ratio (:1)

First Gear Ratio (:1)	3.11
Second Gear Ratio (:1)	2.20
Third Gear Ratio (:1)	1.55
Fourth Gear Ratio (:1)	1.00
Fifth Gear Ratio (:1)	0.71
Reverse Ratio (:1)	2.88
Power Take-Off	*yes

Differential

Front

Rear

Axle Ratio (:1)

4.88

Electrical

Battery

Battery cold cranking Amps @ 0 F	750
----------------------------------	-----

Alternator

Alternator Amps	175
-----------------	-----

* Indicates equipment which is in addition to or replaces base model's standard equipment.



Water Utility Products
 455 Comanche Circle | Harvard, IL 60033
 T: +1.815.943.4785 | F: +1.815.943.5098
 ehwachs.com

ATTACHMENT "B"**Quotation**

Page 1 of 2

TO: **Danny Garcia**
 City of San Fernando
 117 MacNeil Street
 Water Dept.
 San Fernando, CA 91340

Date: 3/8/2016
 Quotation Number: KR85322
 Payment Terms: Net 30
 Shipping Terms: FOB Destination
 Valid Through: 7/1/2016

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Line Total (USD)
1 77-000-07	Utility Hydro-Vac (Gas) - HYD: A 27 HP (20 kW) Kohler overhead cam, air cooled gasoline engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar) with 50' (15 M) retractable hose reel. A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils contained by a 250 (950 L) gallon tank utilizing our exclusive hydraulic side and dump system and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 80 gallon (303 L) vertical water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands, short & long wash-down guns, 20' (6 M) suction hose and 50' (15 M) retractable hose reel. Domestic destination and freight charges included.	1	EA	37,500.00	37,500.00
2 79-000-01	Wachs ERV-750 (without Datalogger) Automated Valve Operator, Exercisor and Rehabilitator. Featuring Wachs Patented Automation. Extendable arm produces a full 750 Ft lbs (1020 Nm) of torque. The system utilizes a dual pivot point to locate over any valve box/Hydrant. Locking disc brake holds the full torque of the machine while operating, 3" (76.2 mm) square steel tube construction and mechanical lock system for travel. Includes operation manual. Requires Ruggedized ERV-750 Controller/Datalogger (Part#79-722-01/02). Domestic destination and freight charges included.	1	EA	13,995.00	13,995.00
3 79-422-01	Wachs HC-100 (North America) ruggedized Controller/Datalogger to operate and collect data (including GPS) during the operation of ERV-750, TM7 and TM-6 machine (includes PDA style PC, 12v vehicle charger kit, AC charging kit, USB sync cable, machine control cable, screen protector & preloaded with Vitals Mobile software). Already GPS enabled, however adding option 79-412-01 (Pathfinder Pro 6T) for Submeter accuracy or 79-412-02 (Pathfinder Pro 6H) for Decimeter accuracy.	1	EA	2,990.00	2,990.00
4 79-403-00	ERV-750 Installation Kit (flat bed only). Includes both Upper and Lower Deck Stiffening hardware.	1	EA	445.00	445.00
5 11-408-00	Telescopic Valve Key - 2" AWWA (Colder Climate). Manufactured from high-strength steel, adjustable from 4ft (1.22 M) to 9ft (2.74 M) with spring loaded pin to eliminate loss. Rated to 800 lb-ft (1,085 Nm) of torque for use with the Wachs P/2 and RS/2 valve operators and ERV 750. Weighs only 24 lbs (10.9 kg). Add the Tee Handle adapter (11-408-10) for manual functionality when machine is not in use.	1	EA	445.00	445.00
6 79-419-00	Bluetooth Adapter for ERV or TM-7. Allows connection between machine and controller to function either wirelessly or tethered.	1	EA	500.00	500.00
7 SALES TAX	CA Sales Tax 9.5%	1	EA	5,308.13	5,308.13
				Total (USD)	\$61,183.13



Water Utility Products
455 Comanche Circle | Harvard, IL 60033
T: +1.815.943.4785 | F: +1.815.943.5098
ehwachs.com

Quotation

Page 2 of 2

TO: **Danny Garcia**

Date: 3/8/2016
Quotation Number: KR85322

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Ken Redding
Utility Technical Sales Rep
815-943-4785 x2773
kredding@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: June 29, 2016

Subject: Consideration of a Public Works Vehicle Replacement

RECOMMENDATION:

It is recommended that the City Council:

- a. Determine it is in the City's best interest to waive formal bidding requirements;
- b. Authorize the City Manager to execute a Purchase Order with Galpin Motors, Inc. for the purchase of two (2) Compressed Natural Gas (CNG) Ford F-250 Utility Body Trucks with Aluminum Service Body, in an amount of \$92,876 (Attachment "A") ; and
- c. Designate Unit Numbers PW-4464 and EL-2073, as surplus property and authorize the City Manager to dispose of surplus properties and sale.

BACKGROUND:

During the preparation of the City's Fiscal Year 2016 budget, funding was included for the purchase of two (2) new compressed natural gas (CNG) operations trucks to replace existing aging vehicles in the City's fleet. The new trucks will replace two (2) severely outdated trucks; one 26 years old and the other 22 years old. Replacing the vehicles will greatly reduce vehicle maintenance costs and improve fuel efficiency within the City's fleet. Additionally, the new trucks will be available for a variety of tasks in the Public Works Department and ensure a prompt response to emergency situations.

ANALYSIS:

Each fiscal year the City receives a monetary disbursement from the Air Quality Management District (AQMD) through AB 2766. Since 1991, local governments have received AB 2766 funds to implement programs that reduce air pollution from motor vehicles. A Motor Vehicle Registration fee surcharge of \$6 per vehicle is collected by the Department of Motor Vehicles

Consideration of a Public Works Vehicle Replacement

Page 2 of 3

and granted to the SCAQMD for disbursement. Four dollars of the registration fee is shared between four different entities with 40 percent of the funds going to local governments through the AB 2766 Subvention Program.

It is required that Subvention Funds be used to purchase equipment that promotes motor vehicle emission reduction or projects that result in the reduction of motor vehicle emissions. The purchase of two CNG utility body trucks to replace two aging vehicles in the City's fleet meets this stated requirement. The new trucks will be used by both the Streets and Electrical Divisions to conduct day-to-day operational activities. Below is a brief description of the vehicles that are being recommended for replacement due to age, condition, and mileage.

Vehicle #	Dept./Division	Year	Make/Model	Mileage
PW-4464	PW- Streets	1990	Chevy C-2500	126,548
EL-2073	PW- Traffic	1994	Chevy C-2500	90,707

**Streets Truck****Electrical Truck**

Unit #PW-4464 is a utility truck used in Public Works operations activities. This vehicle is approximately 26 years old and has reached the end of its useful life for maintenance and operations functions. Unit EL-2073 is a utility truck used in Public Works electrical operations activities. This vehicle is approximately 22 years old and has also reached the end of its useful life for operations functions.

New Vehicles Purchase

The proposed replacement trucks are both 2016 Ford F-250 CNG Utility Body Trucks, providing the City with a fully functional aluminum service body. The proposed trucks are of similar design to those used in several neighboring cities for similar work functions and are fueled by compressed natural gas (CNG). These vehicles meet the requirements for the use of AQMD funds, help to reduce greenhouse gas emissions, and will reduce ongoing vehicle maintenance costs.

Consideration of a Public Works Vehicle ReplacementPage 3 of 3

Bid Process

In April 2016, Public Works Equipment Maintenance staff requested bids from three vendors; Galpin Ford, Altec and Wonderies Ford. Bids were received from both Galpin Ford and Altec, while no response was received from Wondries Ford. The bids received are summarized below:

Vendor	Cost Per Truck	Total Cost Sales Tax Included
Galpin Ford	\$42,603	\$92,875
Altec	\$76,375	\$167,261.26
Wonderies Ford	Non-Responsive	Non-Responsive

Schedule

There is an estimated lead time of 90 days for Galpin Ford to prepare trucks for delivery. Based on this, delivery is expected in September 2016.

BUDGET IMPACT:

Funding for the proposed expenditure is available in the City's approved Fiscal Year 2016-2017 budget within the Public Works Department's— Special Fund: Air Quality Management District (AQMD) Fund 16.

CONCLUSION:

The proposed vehicles have already been manufactured as CNG vehicles and are ready for purchase immediately. Consequently, time is of the essence to ensure that Galpin Ford does not sell these vehicles to another buyer. Therefore, it is recommended that the City Council determine it is in the City's best interest to waive formal bid requirements and award a purchase order to Galpin Motors, Inc. based on informal quotes.

ATTACHMENT:

A. Galpin Ford Quotation

ATTACHMENT "A"

Galpin Ford



15505 Roscoe Blvd
North Hills, CA 91343
Phil Englander Commercial Accts Dept 818-778-2171

DATE: April 20, 2016
INVOICE #
FOR: 2016 F250

Bill To:

City of San Fernando
117 MacNeil St
San Fernando, CA 91340
attn: Frank Avila
favila@sfcity.org
818-898-1295

DESCRIPTION	AMOUNT
2016 Ford F250 Reg Cab	\$ 23,817.54
6.2L V8 with CNG Prep package	
Power Equip Group	
Steering Wheel Controls	
SYNC Bluetooth	
Speed Control	
8' Scelzi Utility Body w/ Rack Hitch and Plug	6,375.60
Westport CNG System 20GGE underbody tank	12,292.50
SULEV Test Group GBAFDO 6. 2CLT	
Doc Fee	80.00
Electronic Title Fee	29.00
CA Tire Fee	8.75
CA State Sales Tax	3,830.91
FOB City of San Fernando	
TOTAL	\$ 46,434.30

Make all checks payable to **Galpin Motors, Inc**

If you have any questions concerning this invoice, contact Phil Englander phile@galpin.com 818-778-2171

THANK YOU FOR YOUR BUSINESS!

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Nick Kimball, Finance Director

Date: June 29, 2016

Subject: Consideration to Adopt a Resolution Setting the Fiscal Year 2016-2017 Article XIIIB Appropriations (Gann) Limit

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7741 (Attachment "A") setting the Fiscal Year (FY) 2016-2017 Article XIIIB Appropriation Limit at \$46,868,582.

BACKGROUND:

1. In November 1979, the voters of the State of California approved Proposition 4, commonly known as the (Paul) Gann Initiative. Proposition 4 created Article XIIIB of the State Constitution and placed an annual limit on the amount of revenue that can be spent by all entities of government using each entity's 1978-79 revenues as the base year.
2. The Appropriation Limit of Proposition 4 had little impact in its early years, but in 1987 the State of California refunded \$1.1 billion to taxpayers as a result of unexpectedly reaching their limit. The Proposition was also a major barrier to increasing gas taxes in the late 1980's.
3. To increase accountability of local governments in adopting their limits, the State voters approved Proposition 111 in June 1990. Proposition 111 amended Article XIIIB (Proposition 4) by requiring local jurisdictions to establish an annual review of the Appropriation Limit calculation.

ANALYSIS:

Appropriation Limit controls the amount of revenue that can be appropriated in any fiscal year to the "Proceeds of Taxes." Proceeds of Taxes include: all taxes levied by or for an agency; any revenues from license fees, general use charges and user fees to the extent that the proceeds exceed the cost of providing the service covered by the fee; and discretionary State subventions.

Adoption of a Resolution Setting the Fiscal Year 2016-2017 Article XIII B Appropriations (Gann) LimitPage 2 of 2

An increase over the prior year's limitation is allowed in three instances:

1. Percentage change in California fourth quarter personal income or the increase in the non-residential assessed valuation due to new construction, whichever is greater;
2. Percentage change in the population of the jurisdiction or the county in which the jurisdiction is located, whichever is greater; and
3. Corrections for previous computation errors.

Cities use the following adjustment factors to calculate the Gann:

- A. *Inflation Adjustment Factor*: Either the "Per Capita Personal Income Change" or the "Non-Residential Assessed Value Change".
- B. *Population Adjustment Factor*: Either the "City Population Change" or the "Los Angeles County Population Change".

The components used for the FY 2016-2017 Gann Limit calculation, as noted in Exhibit A of Attachment A, are the increase in the Non-Residential Assessed Value Change of +10.20% and the Los Angeles County Population Change of +0.85%. The use of the two above-mentioned adjustment factors results in an increase in the Appropriation Limit of 11.14%, or a \$4,696,570, to \$46,868,582.

BUDGET IMPACT:

The total FY 2016-2017 revenues subject to the Appropriation limit are well below the Appropriation Limit of \$46,868,582. Therefore, there is no impact to the FY 2016-2017 budget.

CONCLUSION:

A full analysis of appropriations subject to the Appropriations Limit is not required since the total General Fund budget, including Special Revenue Funds, is less than the Appropriation Limit. Approving the Resolution No. 7741 will set the FY 2016-2017 Article XIII B Appropriation Limit at \$46,868,582.

ATTACHMENT:

- A. Resolution No. 7741 with Exhibit A – Gann Limit Computation

ATTACHMENT "A"**RESOLUTION NO. 7741****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, FIXING THE
APPROPRIATION LIMITATION IN THE CITY OF SAN
FERNANDO FOR THE FISCAL YEAR 2015-2016**

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

Section 1. In accordance with Article XIIB of the California Constitution as amended by Proposition 111 and the Gann Implementation Bill 1352, the Appropriation Limit (Exhibit A) in the City of San Fernando for Fiscal Year 2016-2017 is hereby fixed at Forty Six Million, Eight Hundred Sixty Eight Thousand, and Five Hundred Eighty Two dollars (\$46,868,582).

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 29th day of June 2016.

Robert C. Gonzales, 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 29th day of June, 2016 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

Exhibit A

Article XIIB Appropriations (GANN) Limit Fiscal Year 2016-2017

*FY 2015-2016 Adopted Appropriation Limit***** \$ 42,172,012

*A. Inflation Adjustment Factor**

Per Capita Personal Income Change** 5.37
Ratio 1.0537

Non-Residential Assessed Value Change*** 10.20
Ratio 1.1020

*B. Population Adjustment Factor**

City Population Change** 0.53
Ratio 1.0053

Los Angeles County Population Change** 0.85
Ratio 1.0085

C. Calculation of Appropriation Limit:

Step 1:

Non-Residential Assessed Value Ratio		1.1020		1.1020
LA County Population Change Ratio	X	1.0085		1.0085
<i>Appropriations Limit Factor</i>		1.111367		1.111367

Step 2:

FY 2015-2016 Appropriations Limit		\$ 42,172,012		\$ 42,172,012
Appropriation Limit Factor	X	1.111367		1.111367
FY 2016-2017 Appropriation Limit		\$ 46,868,582		\$ 46,868,582

NOTES:

* The City may choose to use the higher of the two Inflation Adjustment Factors and the greater of the two Population Adjustment Factors to calculate the Appropriation Limit.

**Information provided by the California State Department of Finance

***Information provided by HdL (City Consultant)

****Adjusted beginning balance to reflect the corrected ending FY 2015-2016 balance, which was off by \$10 due to a typographical error in the FY 2015-2016 calculation.

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AGENDA REPORT

-To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: June 29, 2016

Subject: Consideration to Award a Contract for South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG Project No. 601716-15 Job No. 7590, Plan No. P-719

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve plans and specifications (Attachment "A") for the South Huntington Street Improvements between San Fernando road and Hollister Street, CDBG Project No. 601716-15, Job No. 7590, Plan No. P-719;
- b. Accept the lowest responsive bid from Toro Enterprises, Inc., for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with Toro Enterprises, Inc., (Attachment "B" - Contract No. 1828) for an amount not to exceed \$159,958.00; and
- d. Establish an amount of 20% of the contract amount (\$31,991.60), as a contingency, to cover the cost of unforeseen construction expenses.

BACKGROUND:

As part of the City's Fiscal Year (FY) 2015-2016 Budget, the City Council approved a project titled "South Huntington Street Improvements", which involves the rehabilitation of local roads. This project is funded through Community Development Block Grant (CDBG) funds. The project includes the installation of asphalt overlay, new traffic striping, accessible curb ramps, sidewalk and curb and gutter improvements.

Consideration to Award a Contract for South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG Project No. 601716-15, Job No. 7590, Plan No. P-719

Page 2 of 3

ANALYSIS:

Project Details

The proposed project includes the following improvements:

- Repair sidewalks/curb ramps in compliance with ADA accessibility requirements, and repair and replacement of curb and gutter, cross gutter, asphalt concrete (AC) Pavement;
- Construction of Asphalt-Rubber Hot Mix (ARHM) overlay;
- Installation of striping;
- Planting of four (4) London Plane trees in parkways.

On May 31, 2016, the City Clerk received and opened five bids for construction of these improvements (Attachment "C"). Staff analyzed all bids and determined the bid from Toro Enterprises, Inc., to be the lowest responsive bid. The table below summarizes the bids received for project construction:

RANK	BIDDER	BID AMOUNT
1	Toro Enterprises, Inc.	\$159,958.00
2	Hardy & Harper, Inc.	\$176,000.00
3	All American Asphalt	\$194,212.00
4	PALP, Inc. DBA Excel Paving Company	\$232,877.00
5	EC Construction	\$346,086.00

Toro Enterprises, Inc. has successfully completed similar projects for the cities of Oxnard, San Fernando, Santa Clarita, Simi Valley, and Ventura.

Timeline

If the construction contract is awarded by the City Council, staff will work to complete this project according to the following schedule:

- June 29, 2016
City Council Award of Contract
- July – August 2016
Tentative Construction Schedule

As indicated in the project bid specifications, the contractor has 20 working days to complete the project.

Consideration to Award a Contract for South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG Project No. 601716-15, Job No. 7590, Plan No. P-719

Page 3 of 3

BUDGET IMPACT:

The total estimated construction cost for this capital project is \$ 191,950, including contingencies. Funding is included in the City's approved FY 2015-2016 budget through Community Development Block Grant (CDBG) funds.

SOURCES		
Fund	Account Number	Allocation
CDBG	026-3693-138	\$ 245,000
Total Sources:		\$ 245,700

USES		
Activity	Account Number	Cost
Inspection	026-311-0138-4260	\$ 20,000
Construction	026-311-0138-4000	\$ 159,958
Contingency (20%)	026-311-0138-4200	\$ 31,992
Expenditures-to-Date (if applicable)		
CDBG Admin	026-311-0138-4270	\$ 15,000
Total Uses		\$ 226,950

CONCLUSION:

It is requested that the City Council award a construction contract to complete street improvements in the community.

ATTACHMENTS:

- A. Plans and Specifications
- B. Contract No. 1828
- C. Bid Summary

CITY OF SAN FERNANDO, CA



CONTRACT DOCUMENTS

SOUTH HUNTINGTON STREET IMPROVEMENT BETWEEN SAN FERNANDO ROAD AND HOLLISTER STREET CDBG PROJECT NO. 601716-15 PROJECT NO. 7590, PLAN NO. P-719



Prepared by: _____ Date: 4/28/16
Manuel Fabian, Civil Engineering Assistant II

Under the Supervision of: _____ Date: 4/28/16
Ying Kwan, P.E., City Engineer

MAP OF THE CITY OF SAN FERNANDO

AREA 2.42 SQ. MILES

SCALE = 1" = 1200'

PROJECT LOCATION

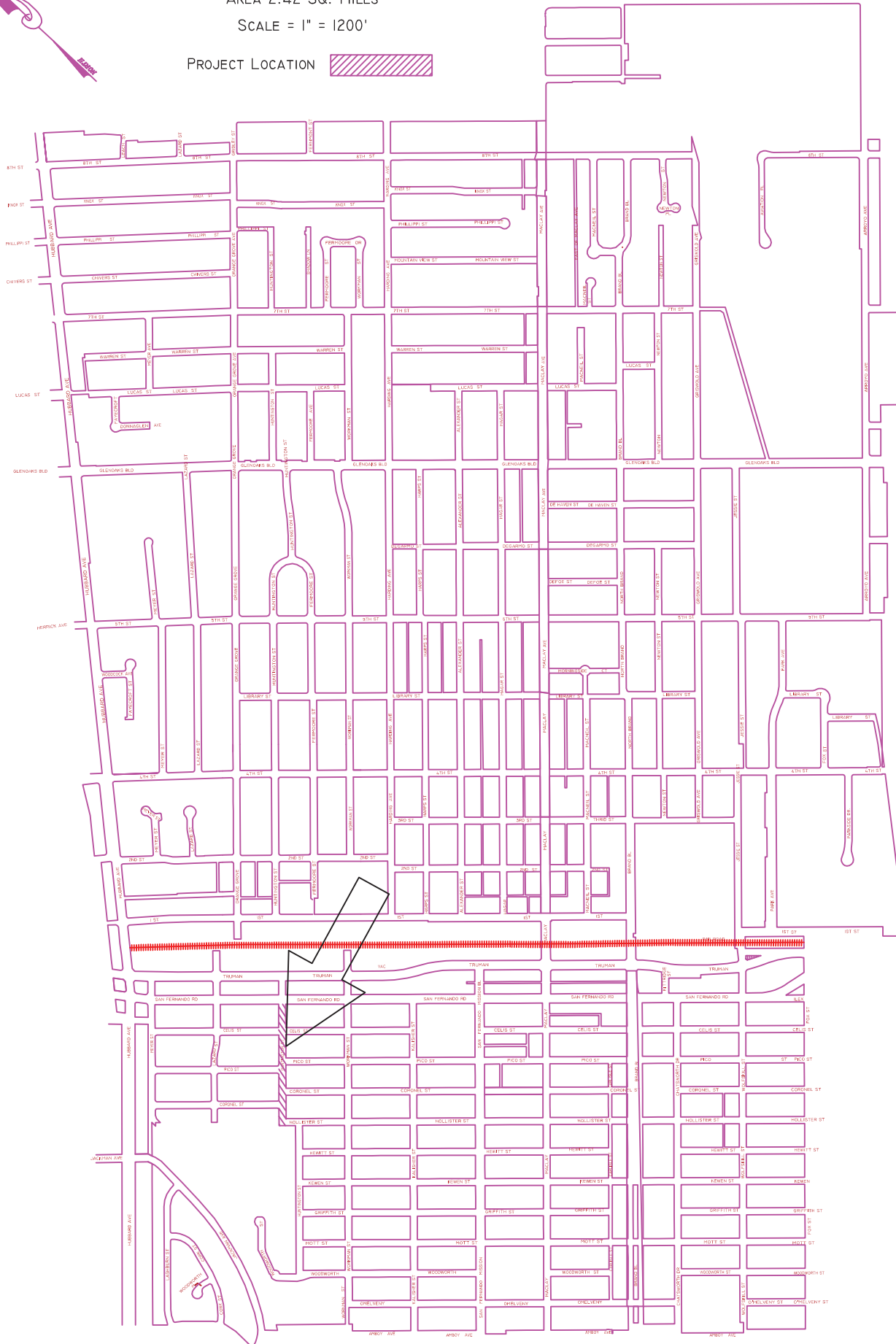


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Federal Requirements

(A) The following documents (pages A-1 to A-4, A-7, and A-8) must be submitted with the bid package:

Non-Collusion Affidavit	A-1
Non-Segregated Facilities Certification	A-2
Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports	A-3
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Section 3 Business Certification	A-8

(B) The following documents must be submitted prior to award of contract:

Section 3 Economic Opportunity Report	A-5
Contractor's Outreach Efforts	A-6
Contractor's Notification of Subcontracts Awarded	A-9
Federal Lobbyist Certification	A-10
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NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 A.M. on Thursday, May 26, 2016**, and said bids will be publicly opened and declared for performing work on the following project:

**SOUTH HUNTINGTON STREET IMPROVEMENTS
BETWEEN SAN FERNANDO ROAD AND HOLLISTER STREET
CDBG PROJECT NO. 601716-15, JOB NO. 7590, PLAN NO. P-719**

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valve frame and cover; installation of tree; installation of traffic striping and pavement marking; and miscellaneous appurtenant work. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions. Based on the quantities listed in the Proposal, the construction cost is estimated to be in the range of \$150,000 to \$200,000.

There is a mandatory pre-bid meeting scheduled for Tuesday, May 10, 2016 at 2:00 P.M. to go over the CDBG HUD Section 3 requirements for the project.

The contract time for the project is twenty (20) working days.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of sixty (60) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the Contractor and his/her subcontractors shall obtain a City business license. Prior to beginning work, the Contractor must possess a valid California **Class A** Contractor's License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of ½ of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of ½ of 1% of the bidder's total bid or \$10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof

of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. A contractor working on a federally assisted project must be eligible to participate in the award of that contract. The Contractor shall adopt the current Federal and/or State general prevailing rates of wages applicable to the work to be done. If Federal and State wage rates are applicable, then the higher of the two will prevail.

The Federal/State General Prevailing Wage Rate Determination as established by the United States Department of Labor/California Department of Industrial Relations is available at <http://www.wdol.gov/wdol/scafiles/davisbacon/CA33dwb?v=5> and <http://www.dir.ca.gov/DLSR/PWD/index.htm>, respectively, and in the Public Works Department at City Hall.

This is a HUD Section 3 contract and all bidders must commit to achieving the Section 3 employment and contracting goals to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 requirements shall be considered a non-responsive bidder to this Invitation for Bids. Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally chartered bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. **In order to be eligible to submit a bid for the project, you MUST contact Manuel Fabian, Civil Engineering Assistant II, via e-mail at mfabian@sfcity.org to be placed on the plan holders list.** Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of **\$5.00** each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of **\$5.00** is required to cover postage and handling.

Addenda, if any, will NOT be distributed to the planholders, and will ONLY be posted on the City website. **It shall be the Bidder's responsibility to check the City website for any addenda.**

City of San Fernando

Date: April 28, 2016

By: Ying Kwan, P.E.
City Engineer

Daily News
04/28/2016
05/05/2016

Sun
04/28/16
04/05/16

INSTRUCTIONS TO BIDDERS

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein, and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

This is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. If Federal and State prevailing wage rates are applicable, then the higher of the two will prevail.

The contractor shall adopt the current federal and/or state general prevailing rates of wages applicable to the work to be done.

This is a HUD Section 3 contract and all bidders must commit to achieving the Section 3 employment and contracting goals in order to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 shall be considered a non-responsive bidder for this Notice Inviting Bids.

Each proposal submitted must be presented in a sealed cover, and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of sixty (60) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the

Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

- a. Corporation Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
- b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
- c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
- d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

- a. Bid Bonds Bid must be accompanied by cash, cashier's check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.
- b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:

- P-1&2 Contractor's Proposal
 - P-3 Bidder's Bond
 - P-4 Contractor Information
 - P-5 List of References
 - P-6 List of Subcontractors
 - P-7 Minority, Women, Small Business Enterprise Form
 - P-8 Certificate of Secretary of Adoption of Resolution
 - P-9 List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
 - P-10 Non-Collusion Affidavit
-

The following documents in the FEDERAL REQUIREMENTS section of these Contract Documents must be completed and submitted with the bid package:

- A-1 Non-Collusion Affidavit
 - A-2 Certification of Non-segregated Facilities
 - A-3 Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports Form.
 - A-4 Section 3 Economic Opportunity Plan
 - A-7 Section 3 Resident Certification
 - A-8 Section 3 Business Certification
-

The following documents in the FEDERAL REQUIREMENTS section of these Contract Documents must be completed and submitted prior to award of contract:

- A-5 Section 3 Economic Opportunity Report
- A-6 Contractor's Outreach Efforts
- A-9 Contractor's Notification of Subcontracts Awarded
- A-10 Federal Lobbyist Certification
- A-11 County Lobbyist Certification
- A-12 Equal Employment Opportunity Commitment
- A-71 Fringe Benefit Payment Certification
- A-72 Notice of Section 3 Commitment
- A-73 Worker's Compensation Certification

PROPOSAL

CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

**SOUTH HUNTINGTON STREET IMPROVEMENTS
BETWEEN SAN FERNANDO ROAD AND HOLLISTER STREET
CDBG PROJECT NO. 601716-15
PROJECT NO. 7590, PLAN NO. P-719**

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **twenty (20)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

Dated

Bidder

Signature

Name (Print/Type)

Title

BID SCHEDULE

**SOUTH HUNTINGTON STREET IMPROVEMENTS
BETWEEN SAN FERNANDO ROAD AND HOLLISTER STREET
CDBG PROJECT NO. 601716-15
PROJECT NO. 7590, PLAN NO. P-719**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Remove and replace PCC curb and gutter.	LF	150	\$	\$
2	Remove and replace 4" PCC sidewalk.	SF	5,100	\$	\$
3	Construct PCC access ramp.	EA	5	\$	\$
4	Remove and replace 8" PCC cross gutter/spandrel.	SF	1,750	\$	\$
5	Remove and replace deteriorated AC pavement (deletable item).	SF	2,500	\$	\$
6	Cold mill 1" AC pavement.	SF	10,400	\$	\$
7	Construct 1" ARHM overlay.	TON	75	\$	\$
8	Adjust utility valve frame and cover to grade.	EA	7	\$	\$
9	Furnish and install 24" box tree – Platanus x acerifolia (London Plane).	EA	4	\$	\$
10	Install traffic striping and pavement marking.	LS	1	\$	\$
BID TOTAL					\$

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received: _____

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

that we, _____ as Principal,
and _____ as Surety,
are held and firmly bound unto the City of San Fernando in the sum of _____
(\$ _____)
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the
above bounden _____
to construct _____
(insert names of streets and limits to be improved) dated _____ is accepted
by the City of San Fernando, and if the above bounden his heirs, executors, administrators,
successors and assigns, shall duly enter into and execute a contract for such construction, and
shall execute and deliver the two bonds described within ten (10) days (not including Sunday)
from the date of the mailing of a notice to the above bounden _____
by and from the said City of San Fernando that said contract is ready for execution, then this
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of
_____, 2016.

Principal

Surety

By _____

By _____

Its _____

Its _____

By _____

By _____

Its _____

Its _____

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently
power of attorney must be attached to the bond to verify the authority of any party signing on
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____ Fax _____ E-mail _____

Type of Firm: Individual () Partnership () Corporation ()

Corporation organized under the laws of the State of _____

Contractor's License Number _____ State ____ Classification _____ Expiration Date _____

DIR Registration Number _____ Expiration Date _____

Names and titles of all officers of the firm

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
2. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
3. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
4. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
5. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
6. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

BUSINESS NAME: _____
ADDRESS (P.O. BOX NOT ACCEPTABLE): _____
CITY, STATE, ZIP CODE: _____
PHONE NUMBER (____) _____ CONTACT PERSON: _____

1. MINORITY OWNED

Composition of ownership (more than 50% of ownership of the organization):
Please check one of the following:

_____ Black American _____ Asian/Pacific American
_____ Native American _____ Hispanic American _____ Other ethnicity

2. WOMEN OWNED

More than 50% of this business is owned by women:

_____ Yes _____ No

3. SMALL BUSINESS ENTERPRISE

This business enterprise collects \$1,000,000 or less in gross revenue per year.

_____ Yes _____ No

Does your firm intend to use subcontractors or independent contractors for this project?

_____ Yes _____ No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

_____ Yes _____ No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

_____ Yes _____ No

CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, _____ (insert name of Secretary), do hereby certify that I am the Secretary of _____ (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the _____ day of _____, 2016 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____, _____ President
_____, Vice President and
_____, secretary
(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion), be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED, that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this _____ day of _____, 2016.

Secretary

Affix Seal

**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

1. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
2. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
3. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
4. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
5. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
6. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

NON-COLLUSION AFFIDAVIT

**SOUTH HUNTINGTON STREET IMPROVEMENTS
BETWEEN SAN FERNANDO ROAD AND HOLLISTER STREET
CDBG PROJECT NO. 601716-15
PROJECT NO. 7590, PLAN NO. P-719**

STATE OF CALIFORNIA)
) SS
COUNTY OF)

_____, being first duly sworn, deposes and

says that he is _____
(Sole owner, partner, president, secretary, etc.)

of the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Date _____

Bidder

Authorized Signature _____

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

Name (Print/Type)

Title

On _____, 2016 before me,

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

(Notary Seal)

Signature of Notary Public

CONTRACT



CONSTRUCTION CONTRACT/AGREEMENT

[CONTRACTOR'S NAME]

South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG Project No. 601716-15 Plans (P-719) and Specifications (Job No. 7580)

THIS AGREEMENT, made and entered into this ____ day of __, 2016, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____ "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG Project No. 601716-15 Plans (P-719) and Specifications (Job No. 7590)**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG Project No. 601716-15 Plan No. P-719 and Job No. 7590** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated _____.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of _____ (\$_____).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-

CONSTRUCTION CONTRACT/AGREEMENT**South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG Project No. 601716-15 Plans (P-719) and Specifications (Job No. 7590)**

Page 2 of 4

like manner without interruption, and to complete the construction thereof within **twenty (20)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement. **Contractor understands this is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. Contractor acknowledges that if Federal and State wage rates are applicable, then the higher of the two will prevail.**

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

CONSTRUCTION CONTRACT/AGREEMENT**South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG Project No. 601716-15 Plans (P-719) and Specifications (Job No. 7590)**Page 3 of 4

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and

CONSTRUCTION CONTRACT/AGREEMENT**South Huntington Street Improvements between San Fernando Road and Hollister Street,
CDBG Project No. 601716-15 Plans (P-719) and Specifications (Job No. 7590)**Page 4 of 4

materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CONTRACTORBY

TitleBY

Title

CITY OF SAN FERNANDO
A Municipal Corporation

BRIAN SAEKI
CITY MANAGER

ATTEST:

ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

RICK R. OLIVAREZ
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

SPECIAL PROVISIONS

SPECIAL PROVISIONS

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

Subsection 1-2 Definitions

Add the following to the provisions of Subsection 1-2, "Definitions":

The Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, of the State of California, Department of Transportation, and the Los Angeles County Department of Public Works Standard Plans, are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern. In case of a conflict between drawings and Technical Provisions, Technical Provisions shall prevail.

SECTION 2 - SCOPE AND CONTROL OF THE WORK

Subsection 2-1 Award and Execution of the Contract

Add the following to the provisions of Subsection 2-1, "Award and Execution of the Contract":

By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

Subsection 2-4 Contract Bonds

Add the following to the provisions of Subsection 2-4, "Contract Bonds":

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective. The contractor shall furnish a warranty performance and payment bond equal to at least one hundred percent of the final contract price or \$1,000, whichever is greater, before the contract performance and payment bonds can be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of the notice of completion, except that utility work shall require it to be in effect for three years.

Subsection 2-5 Plans and Specifications

Add the following to the provisions of Subsection 2-5, "Plans and Specifications":

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

Subsection 2-10 Authority of Board and Engineer

Add the following to the provisions of Subsection 2-10, "Authority of Board and Engineer":

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

Subsection 2-11 Inspection

Add the following to the provisions of Subsection 2-11, "Inspection":

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

SECTION 3 - CHANGES IN WORK

Subsection 3-3 Extra Work

Add the following to the provisions of Subsection 3-3.1, "General":

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal

unless prior authorization from the engineer is obtained in writing.

Subsection 3-5 Disputed Work

Add the following to the provisions of Subsection 3-5, "Disputed Work":

- A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of \$375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.
- B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).

Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than \$50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over \$50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of

the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

- C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of \$375,000.00).

Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the

Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, et seq. The parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-1.3 Inspection Requirements

Add the following to the provisions of Subsection 4-1.3, "Inspection Requirements":

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

SECTION 5 - UTILITIES

Subsection 5-1 Location

Add the following to the provisions of Subsection 5-1, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities,

facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utilities location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and street lights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

1.	Verizon Company	800-483-1000
2.	Edison Company	800-611-1911
3.	Southern California Gas Company	800-427-2200
4.	San Fernando Water Department	818-898-1293
5.	L.A. City Municipal Services	800-342-5397
6.	L.A. Metropolitan Water Dist.	626-844-5610
7.	Time Warner Cable	818-700-6500
8.	Pacific Pipeline Co.	800-987-4737

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

Subsection 6-1 Construction Schedule and Commencement of Work

Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of Work":

The Contractor shall begin work within ten (10) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 3 p.m.

Subsection 6-6 Delays and Extensions of Time

Add the following to the provisions of Subsection 6-6, "Delays and Extensions of Time":

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

Subsection 6-7 Time of Completion

Add the following to the provisions of Subsection 6-7, "Time of Completion":

Where a single shift is worked, eight (8) consecutive hours between 7 a. m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- | | |
|---------------------------|--------------------------|
| ‣ New Year's Day | ‣ Labor Day |
| ‣ Martin Luther King Day | ‣ Veterans Day |
| ‣ Washington's Birthday | ‣ Thanksgiving Day |
| ‣ Cesar Chavez's Birthday | ‣ Day after Thanksgiving |
| ‣ Memorial Day | ‣ Christmas |
| ‣ Independence Day | |

Subsection 6-8 Completion and Acceptance

Add the following to the provisions of Subsection 6-8, "Completion and Acceptance":

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

Subsection 6-9 Liquidated Damages

Add the following to the provisions of Subsection 6-9, "Liquidated Damages":

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of Five Hundred Dollars (\$500.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

Subsection 7-2 Labor

Add the following to the provisions of Subsection 7-2, "Labor":

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and

Title 8, California Administrative code, Section 200 et seq. to ensure compliance and complete understanding of the law regarding apprentices.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Subsection 7-2.2 Laws

Add the following to the provisions of Subsection 7-2.2, "Laws":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty to the City of San Fernando, \$25.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates

for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

Subsection 7-3 Liability Insurance

Add the following to the provisions of Subsection 7-3, "Liability Insurance":

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised. By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

Subsection 7-5 Permits

Add the following to the provisions of Subsection 7-5, "Permits":

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work

Subsection 7-8.1 Cleanup and Dust Control

Add the following to the provisions of Subsection 7-8.1, "Cleanup and Dust Control":

All excess dirt and construction debris shall be hauled away from job site each day.

Subsection 7-9 Protection and Restoration of Existing Improvements

Add the following to the provisions of Subsection 7-9, "Protection and Restoration of Existing Improvements":

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or

better condition as compared to before beginning contract work.

Subsection 7-10 Public Convenience and Safety

Add the following to the provisions of Subsection 7-10, "Public Convenience and Safety":

In the event that the Contractor fails to adequately provide for the public safety during the course of construction under this contract, and the City is required to provide for said public safety, the Contractor shall pay the City the cost of each service call, which will include all direct labor and material costs including fringe benefits, overhead, and applicable rental rates for the various pieces of equipment. Any and all costs incurred by the City as a result of the failure of the Contractor to provide for the public safety will be deducted from the amount due to the Contractor for the work done under this contract.

Subsection 7-10.2 Storage of Equipment and Materials in Public Streets

Add the following to the provisions of Subsection 7-10.2, "Storage of Equipment and Materials in Public Streets":

Overnight stockpiling of construction debris or excavated materials is not allowed. Contractor must obtain written approval from the Engineer prior to storage of construction materials and equipment on the street where improvements are planned. Adequate flashing barricades shall be provided.

Subsection 7-10.3 Street Closures, Detours, Barricades

Add the following to the provisions of Subsection 7-10.3, "Street Closures, Detours, Barricades":

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

- | | | |
|----|-------------------------|----------------|
| a. | Public Works Department | (818) 898-1293 |
| b. | Police Department | (818) 898-1267 |
| c. | Fire Department | (818) 989-8561 |
| d. | Mauran Ambulance | (818) 365-3182 |

The Contractor may choose to comply with the requirements of W.A.T.C.H. (Work Area Traffic Control Handbook) in providing devices and signage for pedestrian and vehicular traffic. The Contractor shall provide flagmen as necessary.

Overnight parking of construction equipment in the project site shall comply with the City parking restriction/regulations. Contractor shall provide adequate flashing barricades.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

SECTION 9 - MEASUREMENT AND PAYMENT

Subsection 9-3 Payment

Add the following to the provisions of Subsection 9-3, "Payment":

It is mutually agreed between the parties to the contract that no certificate given or payments

made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

Subsection 9-3.2 Partial and Final Payment

Add the following to the provisions of Subsection 9-3.2, "Partial and Final Payment":

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

The Contractor may be required to submit updated work schedules and current record drawings (as-built) with requests for progress payments.

TECHNICAL PROVISIONS

TECHNICAL SPECIFICATIONS

1.1 GENERAL REQUIREMENTS

All Conditions of the Contract apply to work of this Section.

In case of a conflicting statement between this section and other sections in the specifications or SSPWC, the terms in this Technical Specification shall prevail.

1.2 SCOPE OF WORK

1.2.1 This work includes furnishing labor, materials, tools, equipment, transportation and services required for complete and satisfactory construction of:

**SOUTH HUNTINGTON STREET IMPROVEMENTS
BETWEEN SAN FERNANDO ROAD AND HOLLISTER STREET
CDBG PROJECT NO. 601716-15
PROJECT NO. 7590, PLAN NO. P-719**

in accordance with the improvement Plans and Specifications prepared therefore by the City of San Fernando.

A. GENERAL NATURE OF WORK

The project consists of roadway resurfacing and concrete replacement. The work includes replacement of concrete curb, gutter, sidewalk, cross gutter, spandrel, and access ramp; rehabilitation of AC pavement section, cold milling of AC pavement; construction of ARHM overlay; adjustment to grade of water valve frame and cover; installation of tree; installation of traffic striping and pavement marking; and miscellaneous appurtenant work.

B. PRE-CONSTRUCTION MEETING AND MISCELLEANOUS REQUIREMENTS

Prior to commencing work, there will be a pre-construction meeting to be attended by the Engineer, Inspector, Street Superintendent, and Contractor, and at which time the Contractor shall be informed of specific construction and administrative procedures. The Contractor shall submit a detailed construction schedule, traffic control plan, and materials specifications proposed for use on the project during this meeting.

The Contractor shall secure approval of the traffic control plan prior to beginning any work.

C. SWPPP BEST MANAGEMENT PRACTICES (BMPs)

General

The City of San Fernando is a co-permittee with 85 other cities in Los Angeles County under the National Pollutant Discharge Elimination System (NPDES) General Permit Number CA0061654 (CI 6948) issued by the Los Angeles Regional Water Quality Control Board. This section of the specifications contains recommended practices, called Storm Water Pollution Prevention (SWPP) BMP. All contractors for the City of San Fernando must follow these practices.

Best Management Practices

Measures to retain all sediments, construction-related wastes, spills, and residues on the construction site and keep them from entering any storm drains that lead, untreated, to the ocean must be employed. These measures are required to comply with federally mandated NPDES policy. As a minimum requirement under the permit, a list of BMPs must be utilized which include sediment control, site management and material and waste management. BMPs, however, will differ from one project to the next. It is our best opinion that the BMPs in **bold** highlight in the following table will apply to this project. These BMPs are included in the following pages.

Detailed Best Management Practices

1. Dewatering Operations.....	4-3
2. Paving Operations.....	4-5
3. Material Delivery and Storage	4-9
4. Hazardous Waste Management.....	4-17
5. Contaminated Soil Management.....	4-19
6. Concrete Waste Management	4-21
7. Seeding and Planting.....	5-10
8. Mulching	5-16
9. Geotextiles and Mats.....	5-19
10. Dust Controls.....	5-25
11. Construction Road Stabilization	5-35
12. Stabilized Construction Entrance	5-37
13. Sand Bag Barrier.....	5-71
14. Storm Drain Inlet Protection	5-79
15. Sediment Trap	5-87
16. Sediment Basin.....	5-90

(1) All of the Best Management Practices are taken from the California Storm Water Best Management Practice Handbooks.

1.3 SPECIFICATIONS AND APPENDICES

- 1.3.1 Improvement plans, which form a part of the Contract Documents, are included separately from these specifications.
- 1.3.2 Specifications which form a part of the Contract Documents consist of sections listed in the Table of Contents of these specifications.
- 1.3.3 Qualification of Standard Specifications: Wherever references are made in the Specifications to Standard Specifications or methods, reference shall be made to the Standard Specifications for Public Works Construction, 2015 Edition, as amended.

1.4 COORDINATION

The Contractors shall coordinate the work of the various trades and crafts to avoid possible interferences, duplication of work, or unfinished gaps and conflicts between operations. The various trades and crafts shall agree that, due to field conditions, minor departures from the improvement plans are bound to occur, and that such departures are self compensating so far as cost of additions or deductions are concerned. No claims for extras or time extensions will be allowed in connection with such minor changes due solely to field conditions.

1.5 CONSTRUCTION FORCE

It shall be construed that each subcontract is an integral part of the General Contract and the Contractor shall provide and maintain, in full operation, at all times during the performance of the contract, a sufficient crew of laborers, mechanics, and foremen to execute the work with dispatch. All construction related efforts and operations shall be continuous and sustained.

1.6 BID ITEM DESCRIPTIONS

BID ITEM NO. 1 – REMOVE AND REPLACE PCC CURB AND GUTTER.

Removal of existing curb and gutter and replacing with variable curb height PCC curb and gutter, shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 120-1, Type A2-6, and the Plans. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 1 – REMOVE AND REPLACE PCC CURB AND GUTTER shall be at the contract bid item price per linear foot (LF) and shall include full compensation for all

labor, materials, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including the additional pavement cut to allow space for forms and two (2) sack slurry backfill of the resultant pavement slot.

BID ITEM NO. 2 – REMOVE AND REPLACE 4" PCC SIDEWALK.

4" thick PCC sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications. PCC sidewalk shall be removed and reconstructed in accordance with SPPWC Standard Plan 113-1, and to the dimensions given on the typical sections of the Plans. All removals shall be to the nearest existing score lines. Concrete shall be Class 520-C-2500.

Payment for BID ITEM NO. 2 – REMOVE AND REPLACE 4" PCC SIDEWALK shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, removal and disposal, tools, equipment, and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 3 – CONSTRUCT PCC ACCESS RAMP WITH TRUNCATED DOME.

Remove existing and construct PCC Access Ramp shall conform to the provisions of Section 303-5 of the Standard Specifications, SPPWC Standard Plan 111-2, and the Plans. Concrete shall be Class 520-C-2500. Truncated dome (detectable/tactile warning surface truncated domes) shall be yellow and manufactured by Armor-Tile or equivalent and cast-in-place.

Payment for BID ITEM NO. 3 – CONSTRUCT PCC ACCESS RAMP WITH TRUNCATED DOME shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 4 – REMOVE AND RECONSTRUCT PCC CROSS GUTTER/SPANDREL.

Construction of PCC cross gutter/spandrel shall conform to the provisions of Section 303-5 of the Standard Specifications and to SPPWC Standard Plan 122-1. Concrete shall be Class 520-C-3250.

Payment for BID ITEM NO. 4 – REMOVE AND RECONSTRUCT PCC CROSS GUTTER/SPANDREL shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including removal of pavement necessary for forming the new gutter/spandrel and two (2) sack slurry backfill of the resulting pavement slot.

BID ITEM NO. 5 – REMOVE AND REPLACE DETERIORATED AC PAVEMENT (DELETABLE

ITEM).

After the cold milling process for each traffic control phase is performed, the Contractor shall meet with the Engineer in the field to designate local soft areas and areas where the pavement condition is poor for complete or partial removal and replacement. The replacement of the removed areas shall be performed prior to opening the impacted area to traffic and moving on to the next phase of the traffic control plan.

All materials to be removed as indicated on the Plans or as directed by the Engineer shall be disposed of outside the right of way as specified in Subsection 300-1.3.1 of the Standard Specifications. Asphalt concrete pavement shall be removed to neatly sawed edges, and sawcuts shall be made to minimum depth of 1½ inches as specified in Subsection 300 1.3.2 of the Standard Specifications. All removed sections shall be replaced with asphalt concrete material consisting of B2-PG 64-10 class and grade, and shall conform to the provisions of Section 203 and Section 302 of the Standard Specifications.

Payment for BID ITEM NO. 5 – REMOVE AND REPLACE DETERIORATED AC PAVEMENT (DELETABLE ITEM) shall be at the contract bid item per ton (TON) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted. **Please note this is a deletable item and as such the City reserves the right to utilize any portion of the designated quantity without impacting the unit price.**

BID ITEM NO. 6 – COLD MILL 1" AC PAVEMENT.

Cold milling shall conform to the provisions of Section 302-5.2 of the Standard Specifications and shall be performed at locations and to depths indicated on the Plans. Cold milling shall be from outer edge of gutter to outer edge of gutter and shall extend from curb-return to curb-return of the designated areas. Transverse join lines at the curb returns shall be sawcut as specified in Subsection 300-1.3.2 of the Standard Specifications.

All materials to be removed as indicated on the Plans shall be disposed of outside of right-of-way as specified in Subsections 300-1.3.1 of the Standard Specifications.

Payment for BID ITEM NO. 6 – COLD MILL 1" AC PAVEMENT shall be at the contract bid item price per square foot (SF) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 7 – CONSTRUCT 1" ARHM OVERLAY.

The work under this item consists of placing Asphalt Rubber Hot-Mix (ARHM) as shown on

the Plans in accordance with the provisions of Section 302, "Asphalt Concrete Pavement," of the Standard Specifications.

Prior to placement of ARHM, the Contractor shall seal all cracks 3/8 inch and larger. Cracks shall be cleaned out with power router type equipment. The routed cracks shall then be filled with a latex emulsified asphalt sealant.

Paving shall be spread with a self-propelled mechanical spreading and finishing machine equipped with an automatic screed control 30 feet minimum in length.

Where asphalt concrete pavement is being constructed directly upon or against an existing hard pavement surface, or vertical asphalt concrete, or Portland Cement Concrete surface, a binder consisting of asphalt emulsion SS-1H diluted 50 percent with water shall be applied at a rate of 0.10 gallon per square yard. The Contractor shall furnish water for the rolling operation.

Payment for BID ITEM NO. 7 – CONSTRUCT 1" ARHM OVERLAY shall be at the contract bid item price per ton (TON) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted, including crack sealing.

BID ITEM NO. 8 - ADJUST UTILITY VALVE FRAME AND COVER TO GRADE.

Adjust utility valve frame and cover to grade shall conform with Sections 301-1.6, 302-5, and 302-5.8 of the Standard Specifications.

Payment for BID ITEM NO. 8 - ADJUST UTILITY VALVE FRAME AND COVER TO GRADE shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 9 – FURNISH AND INSTALL 24" BOX TREE – PLATANUS X ACERIFOLIA (LONDON PLANE).

The work under this item consists of furnishing and installing 24" box tree (Platanus x acerifolia (London Plane)) as indicated at the locations on the Plan, per the provided Plan details, and in accordance with the provisions of Section 212-1 "Landscape Materials" and Section 308-4 "Planting".

Payment for BID ITEM NO. 9 – FURNISH AND INSTALL 24" BOX TREE – PLATANUS X ACERIFOLIA (LONDON PLANE) shall be at the contract bid item per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals

necessary to do all the work involved thereof, complete in place, and accepted.

BID ITEM NO. 10 – INSTALL TRAFFIC STRIPING AND PAVEMENT MARKING.

The work under this item consists of painting temporary traffic stripe and marking or placing temporary overlay marker (TOM); repainting traffic striping, pavement marking and legend; and replacing raised pavement marker per State of California Department of Transportation Standard Plans and Standard Specifications.

All work shall be performed in accordance with Sections 84 and 85 of the Caltrans Standard Specifications and Standard Plans, except as modified and supplemented below:

Paint for traffic striping, pavement marking, and legend shall be "Thermoplastic" per Section 84-2 of Caltrans Standard Specifications.

The same day of construction, after any resurfacing operation and before opening the travel way to the public, the Contractor shall either paint temporary traffic striping and marking or apply reflective TOM. If the Contractor elects to use TOM, the Contractor shall paint and complete traffic striping, marking, and legend within five (5) calendar days after completion of resurfacing operations on that street. No street shall be without the proper striping over a weekend.

If TOM is used, it shall be applied every 24 feet for lane line. Four (4) inch wide Type Y amber TOM's shall be applied to delineate centerlines and painted medians. Four (4) inch wide white TOM shall be applied to delineate lanes and stop bars. TOM shall not be applied through an intersection.

The provisions of Caltrans' Standard Specifications Section 84-1.02 "Control of Alignment and Layout" shall apply except as modified and supplemented below:

The Contractor shall perform all layout, alignment and spotting, which will consist of striping or control points spaced at 200 feet on tangents and 50-foot curves. The Contractor shall be responsible for the completeness and accuracy of all layout alignment and spotting. Traffic striping shall not vary more than 2 inch in 50 feet from the alignment shown in the Plans.

The provisions of Caltrans Standard Specifications Section 84-1.03 "Tolerances and Appearance" shall apply except as modified and supplemented below:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer.

The provisions of Caltrans Standard Specifications Section 84-1.04 "Protection from Damage" shall apply except as modified and supplemented below:

The Contractor shall protect his work until the paint is thoroughly dried. Painted traffic striping and pavement marking done under this Contract which are damaged or darkened as a result of wheel markings by public traffic and/or construction equipment, shall be repainted as specified by the Engineer at the sole expense of the Contractor and no additional compensation will be allowed therefor.

The provisions of Caltrans Standard Specifications Section 85-1.02 "Type of Markers" shall apply except as modified and supplemented below:

Pavement marker shall conform to Type DB - Two-Way Blue Reflective Markers - and shall be installed as shown on the Plans and as shown on Caltrans Standard Plan, Drawing A20-A, Detail 9.

Payment for BID ITEM NO. 10 – INSTALL TRAFFIC STRIPING AND PAVEMENT MARKING shall be at the contract bid item per lump sum (LS) and shall include full compensation for all labor, materials, tools, equipment and incidentals necessary to do all the work involved thereof, complete in place, and accepted.

FEDERAL REQUIREMENTS

"NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID"

§7106. Any public works contract of a public entity shall include an affidavit, in the following form:

State of California)

County of _____) ss.

_____, being first duly sworn, deposes and says that, he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: _____ Project Number: _____

Company: _____

Address: _____

Signature: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED TO BEFORE ME



This _____ day of _____, 20____

/s/ Notary Public: _____

My Commission Expires: _____

NON-SEGREGATED FACILITIES CERTIFICATION

FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The federally assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

Project Number: _____

Company: _____

Address: _____

By: _____

Title: _____

CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND
THE FILING OF REQUIRED REPORTS

The ☐bidder, ☐proposed sub-contractor, hereby certifies that he/she ☐has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☐has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: _____ Project Number: _____ Contract Award: \$ _____

Awarding Agency: _____

Contractor Name: _____ Total Number of Employees _____

Affiliate Company: _____

By: _____

Title: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by;

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

SECTION 3 ECONOMIC OPPORTUNITY PLAN

(November – 2011)

<input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor:		Contract Amount: \$	Date Plan Submitted to LCA:
Business Address:		Name of Owner or Authorized Agent:	Signature Owner or Authorized Agent:
Local Contracting Agency (LCA):		Section 3 Coordinator:	Telephone Number:
CDBG Project Number:	Project Name:	Project Location:	

Employment & Training Opportunities – Minimum goal is 30% of the total new hires must be income-qualified residents

WORK CLASSIFICATIONS	TOTAL NEW HIRES	<p style="text-align: center;"><i>Proposed advertising & outreach strategies</i></p> <p style="text-align: center;"><i>(see reverse side of this form for assistance)</i></p>
<i>Professionals</i>		
<i>Technicians</i>		
<i>Office/Clerical</i>		
<i>Trade:</i>		
<i>Trade:</i>		
<i>Trade:</i>		
<i>Trade:</i>		
<i>Trade:</i>		
<i>Trade:</i>		

Subcontracting Opportunities - Minimum goal is 25% of the total subcontracting dollars must be awarded to Section 3 business concerns

A Section 3 Business Certification form and supporting Resident Certification forms are required for each subcontract in the amount of \$100,000 or more

Name of BUSINESS CONCERN	BASIC TRADE	Type of Contract	<p style="text-align: center;"><i>Proposed advertising & outreach strategies</i></p> <p style="text-align: center;"><i>(refer to the 'List of Proposed Subcontractors' or see reverse side for assistance)</i></p>
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	
		<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	

SECTION 3 ECONOMIC OPPORTUNITY REPORT

<input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor:		Contract Amount: \$	Reporting Period FROM TO
Business Address:		Name of Owner or Authorized Agent:	Signature Owner or Authorized Agent:
Local Contracting Agency (LCA):		Section 3 Coordinator:	Telephone Number:
CDBG Project Number:	Project Name:	Project Location:	

Employment Accomplishments (attach completed Resident Certification form for each new hire)

WORK CLASSIFICATIONS	TOTAL NEW HIRES	Income- qualified NEW HIRES
Professionals		
Technicians		
Office/Clerical		
Trade:		
Trade:		
Trade:		
Totals:		

Efforts made to generate economic opportunities

☐ Advertised through local media, television, radio, newspaper
☐ Signs prominently displayed at the project site
☐ Contacts with community organizations
☐ Other _____

Barriers encountered in meeting goals

☐ No jobs were available during this reporting period.
☐ Other _____

Minimum goal is 30% of the total new hires

The "to date" percentage of aggregate new hires who are *Section 3 qualified* residents that were hired for this project is:

%

Subcontracting Accomplishments (attach a completed Business Certification form and supporting Resident Certification forms)

SECTION 3 qualified BUSINESS NAME	Type of Contract	Supporting Documentation	Performance	CONTRACT AMOUNT
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	<input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certifications	<input type="checkbox"/> Responsive to <i>Section 3</i> requirements <input type="checkbox"/> Non-Responsive	\$ _____
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	<input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certifications	<input type="checkbox"/> Responsive to <i>Section 3</i> requirements <input type="checkbox"/> Non-Responsive	\$ _____
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	<input type="checkbox"/> Business Certification <input type="checkbox"/> Resident Certifications	<input type="checkbox"/> Responsive to <i>Section 3</i> requirements <input type="checkbox"/> Non-Responsive	\$ _____
Subtotal of "to date" <i>Section 3</i> subcontract dollars				\$ _____

Non-SECTION 3 BUSINESS NAME	Type of Contract	
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	\$ _____
	<input type="checkbox"/> Construction or <input type="checkbox"/> Non-Construction	\$ _____
Subtotal of "to date" non- <i>Section 3</i> subcontract dollars		\$ _____

Total "to date" subcontracting dollars: \$

Minimum Goal is 25% of the total subcontracting dollars

The "to date" percentage of the amount of the total subcontracts awarded to qualified *Section 3* Business Concerns is:

%

☐ Check this box if this is your Final Report and submit it with your final Certified Payroll Report

DATE OF REPORT

Signature of Authorized Representative

CONTRACTOR'S OUTREACH EFFORTS

Attach supporting documentation for each 'good faith effort' accomplishment

- ☐ Entered into a first-source hiring agreement with organizations representing income-qualified residents.
(such as *Work Source* Center or San Gabriel Valley Conservation Corps; <http://sgvcorps.org/>)

Provide contractor with the address of the local Work Source Center: _____

- ☐ Posted ☐ training and/or ☐ employment position flyers in;
☐ public housing developments – (Name of Public Housing _____),
☐ offices of the local government, (Name of Office _____),
☐ other conspicuous places – (Specify Place _____).

- ☐ Advertised positions to be filled through;
☐ local media, such as community television networks (Name of media source _____),
☐ newspapers of general circulation, or
☐ commonly-used job placement websites such as www.monster.com (Website used _____)

- ☐ Contacted a federally-approved apprenticeship program sponsor to gain access to income-qualified residents actively seeking job-placement and training. Visit the CA Dept. of Industrial Relations' database of apprenticeship programs by visiting <http://www.dir.ca.gov/databases/das/aigstart.asp> (Sponsor used _____)

- ☐ Contacted an agency administering a *HUD Youth build Program* and requested their assistance to recruit income-qualified participants who are in need of permanent placement.

Provide contractor with the address of the local Youth build Center: _____

- ☐ Sponsor a *HUD-certified "Step-Up"* employment and training program for income-qualified residents.

- ☐ Contacted the HUD website www.hud.gov/sec3biz to locate qualified business concerns. (Attach copy of list)

- ☐ Contacted local agency administering a *Section 3 Program* to locate qualified business concerns. (List agency name)

List other anticipated outreach efforts below:

SECTION 3 RESIDENT CERTIFICATION

(2015 INCOME GUIDELINES)

Name: _____

Address: _____

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1. ▪ I am a *Public Housing* resident (Specify Name of the Public Housing site):

2. ▪ I am a low-income resident of the *Los Angeles metropolitan area*.

Select your **Family Size** and gross annual **Income Limits** (from all sources):

FAMILY SIZE	INCOME LIMITS			
1	<input type="checkbox"/> \$17,450 or Less	<input type="checkbox"/> \$17,451 to \$29,050	<input type="checkbox"/> \$29,051 to \$46,500	<input type="checkbox"/> \$46,501 or more
2	<input type="checkbox"/> \$19,950 or Less	<input type="checkbox"/> \$19,951 to \$33,200	<input type="checkbox"/> \$33,201 to \$53,150	<input type="checkbox"/> \$53,151 or more
3	<input type="checkbox"/> \$22,450 or Less	<input type="checkbox"/> \$22,451 to \$37,350	<input type="checkbox"/> \$37,351 to \$59,800	<input type="checkbox"/> \$59,801 or more
4	<input type="checkbox"/> \$24,900 or Less	<input type="checkbox"/> \$24,901 to \$41,500	<input type="checkbox"/> \$41,501 to \$66,400	<input type="checkbox"/> \$66,401 or more
5	<input type="checkbox"/> \$28,410 or Less	<input type="checkbox"/> \$28,411 to \$44,850	<input type="checkbox"/> \$44,851 to \$71,750	<input type="checkbox"/> \$71,751 or more
6	<input type="checkbox"/> \$32,570 or Less	<input type="checkbox"/> \$32,571 to \$48,150	<input type="checkbox"/> \$48,151 to \$77,050	<input type="checkbox"/> \$77,051 or more
7	<input type="checkbox"/> \$36,730 or Less	<input type="checkbox"/> \$36,731 to \$51,500	<input type="checkbox"/> \$51,501 to \$82,350	<input type="checkbox"/> \$82,351 or more
8	<input type="checkbox"/> \$40,890 or Less	<input type="checkbox"/> \$40,891 to \$54,800	<input type="checkbox"/> \$54,801 to \$87,650	<input type="checkbox"/> \$87,651 or more

3. ▪ I am not a public housing or low-income resident of the *Los Angeles metropolitan area*.

Employee Signature

Date

To Be Completed by the Employer

The above-named person is a *new-hire* employee who was hired on: _____

This person's Work Classification is: _____

Business Name: _____

Print Name of Owner / Agent: _____ Signature of Owner / Agent: _____

To Be Completed by the Local Contracting Agency (LCA)

Preference Category: ☐ Targeted Service Area ☐ Youthbuild ☐ McKinney Homeless ☐ Other Section 3
Census Tract Number: _____ **Income Level:** ☐ Extremely Low ☐ Very Low ☐ Low ☐ Moderate

SECTION 3 BUSINESS CERTIFICATION FORM

Business Name: _____

Business Address: _____

Telephone Number: _____ Contract/Bid Amount: \$ _____

The above mentioned business firm is a Section 3 business concern based on the following qualifications:

1. ☐ **51-percent owned by Section 3 Residents**
 (Submit Resident Certifications with this business certification form), or
2. ☐ **At least 30-percent Permanent, full-time employees are Section 3 Residents**
 Total Number of all full-time employees _____, Number of Section 3 qualified Employees _____
 (Submit the Resident Certification form(s) with this Business Certification form), or
3. ☐ **Written Commitment** (Section 3 Economic Opportunity Plan), outline intentions to hire Section 3 qualified residents for at least 30-percent new hire positions, and/or subcontract 25-percent or more of the contract amount to business concerns that meet the Section 3 qualifications stated in paragraph 1 or 2 above.

Specify racial and ethnic of business ownership:

RACIAL BACKGROUND: Mark an "X" below, next to the category that best describes your origin

SINGLE CATEGORIES

- ☐ American Indian/Alaska Native
☐ Asian
☐ Black/African American
☐ Native Hawaiian/Other Pacific Islander
☐ White

DOUBLE CATEGORIES

- ☐ American Indian or Alaska Native AND White
☐ Asian AND White
☐ Black or African American AND White
☐ American Indian or Alaska Native AND Black or African American
☐ Other – for individuals not identified above.

ETHNIC BACKGROUND: Mark an "X" below, next to the category that best describes your ethnicity

- ☐ Hispanic/Latino ☐ Not Hispanic/Latino

THE UNDERSIGNED DECLARES THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Signature of Owner/Principal

Date

Business Name

License Number

To Be Completed by Local Contracting Agency

Preference Category: ☐ Targeted Service Area ☐ Youthbuild ☐ Other - Census Tract Number: _____

CONTRACTOR'S NOTIFICATION OF SUBCONTRACTS AWARDED

[illegible]

The undersigned hereby certifies that each subcontractor or lower-tier subcontractor has been notified in writing of the Federal Labor Standards Provisions requirements and a copy of form HUD-4010 has been provided to each subcontractor identified above.

Signature _____

Name and Title

Date _____

Company Name

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

(Contractor/Subcontractor)By: _____
(Signature)_____
(Date)_____
(Title)



**Community Development Commission
County of Los Angeles**

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION**

Name of Firm: _____

Address: _____

State: _____ Zip Code: _____ Telephone Number: () _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

(Contractor/Subcontractor)

By: _____
(Signature)

(Date)

(Title)

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO:

(Name of Labor Union, Workers Representative, etc.)_____
(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Print Name)By: _____
(Signature)_____
(Date)_____
(Title)

SECTION 3 CLAUSE

1. Section 3 Clause. All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).
 - a. The to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD'S regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require

employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

DEFINITION OF SECTION 3 TERMS

1. Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and Community development assistance does not include financial assistance provided through a contract of insurance or guaranty.
2. Housing development means low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.
3. HUD Youthbuild programs mean programs that receive assistance under Subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992, and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.
4. JTPA means the Job Training Partnership Act.
5. Metropolitan area means a metropolitan statistical area, as established by the Office of Management and Budget.
6. Neighborhood area means:
 - a. For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.
 - b. For HUD community development programs, a neighborhood is defined as:
 - (1) A geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation;
 - (2) The entire jurisdiction of a unit of general local government which is under 25,000 population; or

- (3) A neighborhood, village, or similar geographical designation in a New Community (which term means a new community project approved by the United States Secretary of Housing and Urban Development under Title VII of the Housing and Urban Development Act of 1970 or Title IV of the Housing and Urban Development Act of 1968).
- 7. New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.
- 8. Nonmetropolitan county means any county outside of metropolitan area.
- 9. Recipient means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, public housing authority, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.
- 10. Section 3 business concern means a business concern:
 - a. That is 51 percent or more owned by Section 3 residents; or
 - b. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
 - c. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 10a and 10b in this definition of Section 3 business concern.
- 11. Section 3 covered assistance means:
 - a. Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act,
 - b. Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;

- c. Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
 - d. Assistance provided under any HUD housing or community development program that is expended for work arising connection with:
 - (1) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - (2) Housing construction; or
 - (3) Other public construction project (which includes other buildings or improvements, regardless of ownership).
- 12 Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System. "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.
- 13 Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.
- 14 Section 3 resident means:
- a. A public housing resident; or
 - b. An individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended, and who is:
 - (1) A low-income person, as this term is defined in Section 3 (b) (2) of the 1937 Act. This Section defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or

- (2) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act. This Section Defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.
- 15. Service area means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the Section 3 covered assistance is expended.

SECTION 3 CONTRACT PROVISIONS FOR HOUSING AND COMMUNITY DEVELOPMENT ASSISTANCE

Special Provisions. Bidders to a Section 3 covered contract shall pay particular attention to the following requirements and conditions in the special provisions.

1. Policy. The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that training, employment, contracting and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities arising in connection with the expenditure of housing assistance and community development assistance that is used for the following projects:

- a. Housing rehabilitation (including reduction and abatement or lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - b. Housing construction; and
 - c. Other public construction.
2. Section 3 Obligation. Each recipient of Section 3 covered assistance in excess of \$200,00 is responsible for complying with Section 3 requirements in its own operations. Each recipient is also responsible for ensuring Section 3 compliance by its contractors and subcontractors of the amount of Section 3 covered assistance exceeds \$200, 000 and the contract or subcontract exceeds \$100, 000.
3. Section 3 Goals. The recipient of Section 3 covered assistance in excess of \$200, 000 and its contractors and subcontractors who have a contract in excess of \$100, 000 shall, to the greatest extent feasible, meet the following goals.
- a. Training and Employment Goal: Employ Section 3 residents as a percentage of the aggregate new hires as indicated below:
 - (1) Thirty percent in FY 1997 and continuing thereafter.

b. Contracts Goal: Award Section 3 Business concerns:

- (1) At least ten percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.
- (2) At least three percent of the total dollar amount of all other Section 3 covered contracts.

4. Preferences.

a. In housing and community development programs, preferences for Section 3 residents in training and employment opportunities shall be given, where feasible, in the following priority to:

- (1) Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents);
- (2) Participant in HUD Youthbuild programs (category 2 residents);
- (3) Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act, homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority.
- (4) Other Section 3 residents.

b. In housing and community development programs, preferences for Section 3 business concerns in contracting opportunities shall be given, where feasible, in the following priority to:

- (1) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 businesses);
- (2) Applicants selected to carry out HUD Youthbuild programs (category 2 businesses);
- (3) Other Section 3 business concerns.

5. Bidder's Efforts to Comply with Section 3 Requirements.

a. Examples of the bidder's efforts to offer training

and employment opportunities to Section 3 residents.

- (1) Entering into “first source” hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified “Step-Up” employment and training program for Section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.
- (4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 and category 2 persons reside.
- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For housing authorities, post such advertising in the housing development or developments where category 1 category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
- (6) Contacting resident councils, resident management organizations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a housing authority or contractor representative or representatives’ at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.

- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the authority's or contractor's training and employment positions.
- (12) Consulting with State and County local agencies administering training programs funded through JTPA or Joblinks, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the housing authority's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns), that will undertake, on behalf of the housing authority, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the housing authority or contractor intends to fill.
- (15) For a housing authority, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of

employment is referred to as “force account labor” in HUD’S Indian housing regulations.)

- (16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- (7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contracting them to provide additional information on the contracting opportunities.
- (8) Coordinating pre-bid meeting at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- (10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- (12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
- (13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- (14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

- (15) Developing a list of eligible Section 3 business concerns.
- (16) For housing authorities, participating in the “contracting with Resident-Owned Businesses” program provided under 24 CFR Part 963.
- (17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

related programs in association with local educational institutions.

- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
- (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

b. Examples of the bidder’s efforts to award contracts to Section 3 business concerns.

- (1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR Part 905 for business concerns owned by Native Americans.
- (2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
- (3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.

- (4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development owned and managed by the housing authority.
 - (5) For housing authorities, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
 - (6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This
 - (18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
 - (19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration, the Department of Commerce and comparable agencies at the State and local levels.
 - (20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
 - (21) Actively supporting joint ventures with Section 3 business concerns.
 - (22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.
6. Submission of Evidence of Section 3 Responsiveness. The bidder's attention is directed to the requirement for submittal of one or more of the following with the bid proposal when a bid exceeds \$100,000. Failure to submit evidence of Section 3 responsiveness within 24 hours of bid opening will be grounds for finding the bidder nonresponsive to this Invitation for Bids.
- a. Section 3 Business Certification Form: If a bidder claims qualification as a Section 3 business concern, the bidder shall submit a Section 3 Business Certification Form.

- b. Section 3 Business Certification Form: If Section 3 qualification is based on its subcontracting activity, the bidder shall submit a Section 3 Business Certification Form for each Section 3 business concern which will be utilized on the contract.
 - c. Section 3 Resident Certification Form: If a bidder claims qualifications as a Section 3 business concern and employs and trains Section 3 residents, the bidder shall submit a Section 3 Resident Certification Form for each Section 3 Resident currently employed.
 - d. Section e Economic Opportunity Plan: If a bidder seeds to comply with Section 3 requirements by meeting goals for training, employment and subcontracting, the bidder's commitment shall be reported in a Section 3 Economic Opportunity Plan and submitted with the bid proposal.
 - e. Any other information evidencing the bidder's commitment to Section 3 goals for training, employment and subcontracting that satisfies the intent of 24 CFR Part 135, as determined by the contract awarding agency.
7. Section 3 Contract Award.
- a. This is a HUD Section 3 contract and all bidders must address the Section 3 employment and contracting goals to be considered a Section 3 responsive bidder. A bidder who is not responsive to Section 3 requirements shall be considered a nonresponsive bidder to this Invitation for Bids. Primary consideration will be given to award a Section 3 contract to a concern, provided that the bid amount is "reasonable," as defined in the following paragraph. If the bid of the responsive, responsible, and qualified Section 3 business concern with the lowest bid is not "reasonable," the contract awarding agency shall award the contract to the lowest Section 3 responsive bid of any responsive, responsible bidder. A Section 3 responsive bidder is one who qualifies as a Section 3 business concern or one who makes a commitment to meet the employment goal for Section 3 resident(s) and/or meet the contracting goals for Section 3 business firm(s).
 - b. In awarding a Section 3 contract, preference will be shown to a Section 3 business concern who is a qualified bidder, provided that the bid amount is "reasonable." A "reasonable" bid is a bid that is not more than "X" higher than the lowest responsive bid received from any responsible bidder. If the lowest bid of a qualified Section 3 business concern is not "reasonable," as defined herein, the contract shall be awarded to the lowest responsive bid from any responsible bidder. (This requirement applies to contracts which exceed \$100, 000.)
 - c. "X" is determined as follows:

- (1) When the lowest responsive bid is less than \$100, 000, "X" is the lesser of 10% of that bid or \$9,000;
 - (2) When the lowest responsive bid is at least \$100, 000, but less than \$200, 000, "X" is the lesser of 9% of that bid or \$16,000;
 - (3) When the lowest responsive bid is at least \$200, 000, but less than \$300, 000, "X" is the lesser of 6% of that bid or \$21,000;
 - (4) When the lowest responsive bid is at least \$300, 000, but less than \$400, 000, "X" is the lesser of 7% of that bid or \$24,000;
 - (5) When the lowest responsive bid is at least \$400, 000, but less than \$500, 000, "X" is the lesser of 6% of that bid or \$25,000;
 - (6) When the lowest responsive bid is at least \$500, 000, but less than \$1 million, "X" is the lesser of 5% of that bid or \$40,000;
 - (7) When the lowest responsive bid is at least \$1 million, but less than \$2 million, "X" is the lesser or 4% of that bid or \$60,000;
 - (8) When the lowest responsive bid is at least \$2 million, but less than \$4 million, "X" is the lesser or 3% of that bid or \$80,000;
 - (9) When the lowest responsive bid is at least \$4 million, but less than \$7 million, "X" is the lesser or 2% of that bid or \$105, 000; and
 - (10) When the lowest responsible bid is \$7 million or more, "X" is 1.5% of the lowest responsive bid, with no dollar limit.
8. Section 3 Complaint Procedures. A complaint may be filed by Section 3 residents, Section 3 business concerns, or parties alleging noncompliance with the Section 3 regulations by the recipient or contractor. Complaints are reviewed and investigated by the Assistant Secretary for Fair Housing and Equal Opportunity and, where appropriate, voluntary resolutions are sought. Those complaints that are not resolved voluntarily may result in an administrative hearing. A complaint alleging a violation of Section 3 requirements shall be processed as follows.
- a. A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, Washington, D.C., 20410.

- b. A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.
 - c. Each complaint must be in writing, signed by the complainant, and include:
 - (1) The complainant's name and address;
 - (2) The name and address of the respondent; and
 - (3) Description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.
 - d. A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and sent the form to the complainant for signature.
9. Recordkeeping.
- a. The contractor/subcontractor who meets the Section 3 threshold requirement shall maintain all records, reports, and other documents demonstrating its efforts to achieve the Section 3 goals for training and employment and for contracts. This includes the contractor's subcontracting activities to achieve Section 3 goals. Such records shall identify the name and business address of each Section 3 subcontractor or vendor and the total dollar amount actually paid each Section 3 subcontractor or vendor with supporting documents.
 - b. Upon completion of the contract, the contractor/subcontractor who meets the Section 3 threshold requirement shall prepare a Section 3 Compliance Report and submit it to the contract awarding agency. Where the term of a contract extends beyond a fiscal year, the contractor/subcontractor shall submit a Section 3 Compliance Report to report Section 3 accomplishments during each fiscal year to the contract awarding agency.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/
AFFIRMATIVE ACTION REQUIREMENTS

1. EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rated of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. the contractor will include the provisions of paragraph 1a through 1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for Minority Participation for Each Trade</u>	<u>Goals for Female Participation in Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a

geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated starting and completion dates of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS
(Executive Order 11246)

a. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this

Contract resulted;

- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.

(4) "Minority" includes:

- (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
- (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which contract resulted.
- c. If the contractor is participating (pursuant to 41 CFR Part 6D-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and

timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the equal Opportunity Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- d. The contractor shall implement the specific affirmative action standards provided in Paragraphs 3g(1) through 3g(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- (1) ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
 - (4) Provide immediate written notification to the director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 3g(2), above.
- (6) Disseminate the contractor's equal employment opportunity (EEO) policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the side and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations described in Paragraphs 3g(1) through (16), above. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

- i. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.
- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee his name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring, of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).
- p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas.

The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

4. SPECIFIC EEO REQUIREMENTS. For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:

- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Nonsegregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
- b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Program, United States Department of Labor – ESA, 200 Constitution Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
- d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
- e. For contracts in excess of \$10,000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraph 1 through 3, above, in the subcontract.

5. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964,

no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. THE AGE DISCRIMINATION ACT OF 1975: OF 1975; No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
8. REHABILITATION ACT OF 1973: No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

Previous editions are obsolete

form HUD-4010 (06/2009)
ref. Handbook 1344.1

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.2(e)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon, prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information, if you have to review all the information that you must provide for this collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to Washington, D.C. 20210

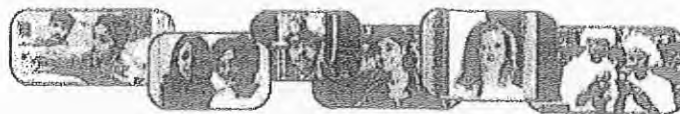
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DOL WHD: Forms



U.S. Department of Labor

Employment Standards Administration Wage and Hour Division


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Instructions For Completing Payroll Form, WH-347

General: The use of the WH-347 payroll form is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security number of Employee:

The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address changes. Although not required by Regulations, Parts 3 and 5, space is available in the name and address section so that Social Security numbers may be listed.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3

Compliance Assistance

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and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate entries.

Column 4 - Hours worked: On all contracts subject to the Contract Work Hours Standard Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus in cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box shown overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1937. In addition to paying no less than the predetermined rate for the classification which the employee works, the contractor shall pay to approved plans, funds or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in

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Section 4(c).

3 of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00/\$120.00.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction should be involved, use first 4 columns; show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely, possible imprisonment of 5 years or \$10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Space has been provided between item (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

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Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE, TTY: 1-866-487-9243

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Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP.Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

La Igualdad de Oportunidades en el Empleo es LA LEY

Empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales

Los solicitantes de empleo y los empleados de la mayoría de los empleadores privados, autoridades locales y estatales, instituciones educativas, agencias de empleo y organizaciones laborales están protegidos conforme a la ley federal contra la discriminación por cualquiera de los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

El Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, protege a los solicitantes de empleo y a los empleados contra la discriminación en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo, debido a la raza, color, religión, sexo (incluido el embarazo) u origen nacional. La discriminación religiosa incluye el no realizar los arreglos razonables para las prácticas religiosas de un empleado, cuando tales arreglos no impongan una dificultad indebida.

DISCAPACIDAD

El Título I y el Título V de la Ley de Estadounidenses con Discapacidades de 1990, y sus enmiendas, protegen a los individuos que califiquen contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida.

EDAD

La Ley Contra la Discriminación por Edad en el Empleo de 1967, y sus enmiendas, protege a los solicitantes de empleo y a los empleados que tengan 40 años de edad o más contra la discriminación por la edad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo.

SEXO (SALARIOS)

Adicionalmente a la prohibición de la discriminación por sexo estipulada en el Título VII de la Ley de Derechos Civiles, y sus enmiendas, la Ley de Igualdad Salarial de 1963, y sus enmiendas, prohíbe la discriminación por sexo en el pago de salarios a los hombres y mujeres que realicen un trabajo sustancialmente similar, en empleos que requieran iguales destrezas, esfuerzos y responsabilidades, bajo condiciones laborales similares, en el mismo establecimiento.

GENÉTICA

El Título II de la Ley contra la Discriminación por Información Genética de 2008 (GINA) protege a los solicitantes de empleo y a los empleados contra la discriminación con basada en información genética, en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. GINA también restringe la adquisición de la información genética por parte de los empleadores y limita estrictamente la divulgación de la información genética. La información genética incluye la información sobre las pruebas genéticas de los solicitantes de empleo, los empleados o sus familiares; la manifestación de enfermedades o desórdenes en los familiares (historial médico familiar); y las solicitudes o recibo de servicios genéticos por los solicitantes de empleo, los empleados o sus familiares.

REPRESALIA

Todas estas leyes federales prohíben a las entidades cubiertas tomar represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de discriminación o se oponga a una práctica laboral ilegal.

QUÉ DEBE HACER SI CONSIDERA QUE HA OCURRIDO UNA DISCRIMINACIÓN

Hay límites estrictos de tiempo para presentar cargos de discriminación en el empleo. Para conservar la capacidad del EEOC de actuar en su nombre y para proteger su derecho de presentar una demanda privada, en caso de que en última instancia lo necesite, usted debe comunicarse con el EEOC de manera oportuna cuando sospeche de la discriminación:

La Comisión para la Igualdad de Oportunidades en el Empleo de los EE.UU. (EEOC), 1-800-669-4000 (número gratuito) o 1-800-669-6820 (número TTY gratuito para las personas con discapacidades auditivas). La información de las oficinas de campo del EEOC está disponible en www.eeoc.gov o en la mayoría de los directorios telefónicos en la sección de Gobierno de los EE.UU. o Gobierno Federal. Puede encontrar información adicional sobre el EEOC, incluida la información sobre la presentación de cargos, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos federales

Los solicitantes de empleo y los empleados de compañías con un contrato o subcontrato gubernamental federal están protegidos conforme a las leyes federales contra la discriminación por los siguientes motivos:

RAZA, COLOR, RELIGIÓN, SEXO, ORIGEN NACIONAL

La Orden Ejecutiva 11246, y sus enmiendas, prohíbe la discriminación en el trabajo por motivo de raza, color, religión, sexo u origen nacional, y exige la aplicación de acción afirmativa para garantizar la igualdad en las oportunidades en todos los aspectos del empleo.

INDIVIDUOS CON DISCAPACIDADES

La Sección 503 de la Ley de Rehabilitación de 1973, y sus enmiendas, protege a los individuos que califican contra la discriminación por una discapacidad en la contratación, ascenso, despido, sueldo, beneficios adicionales, capacitación laboral, clasificación, referencia, y otros aspectos del empleo. La discriminación por discapacidad incluye el no realizar los arreglos razonables para las limitaciones mentales o físicas conocidas de un individuo con una discapacidad quien solicite empleo o sea empleado, salvo que implique una dificultad indebida. La Sección 503 también exige que los contratistas federales tomen las acciones afirmativas para emplear y ascender en el empleo a individuos calificados con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS CON MEDALLAS DEL SERVICIO DE LAS FUERZAS ARMADAS Y VETERANOS DISCAPACITADOS, SEPARADOS RECIENTEMENTE Y DE OTRO ESTATUS PROTEGIDO

La Ley de Asistencia a la Readaptación de los Veteranos de Vietnam de 1974, y sus enmiendas, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige la acción afirmativa para emplear y ascender en el empleo a veteranos discapacitados, veteranos separados

del servicio recientemente (dentro de los tres años dados de baja del servicio activo), otros veteranos protegidos (quienes hayan prestado el servicio militar en una guerra o en una campaña o expedición para la cual se haya autorizado una insignia de campaña), y los veteranos con medallas del Servicio de las Fuerzas Armadas (veteranos quienes, mientras se encontraban en el servicio activo, participaron en una operación militar de EE.UU. para la cual se les otorgó una medalla del Servicio de las Fuerzas Armadas).

REPRESALIA

Se prohíben las represalias contra una persona que presente un cargo de discriminación, participe en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), o quien se oponga a la discriminación de conformidad con estas leyes federales.

Toda persona quien considere que un contratista ha incumplido sus obligaciones antidiscriminatorias o de acción afirmativa conforme a las autoridades antes indicadas, debe contactar de inmediato a:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (número gratuito) o (202) 693-1337 (número TTY). También puede contactar a la OFCCP por el correo electrónico OFCCP-Public@dol.gov, o llamando a una oficina distrital o regional de la OFCCP, la cual puede encontrar en la mayoría de los directorios telefónicos en la sección U.S. Government (Gobierno de los EE.UU.), Department of Labor (Departamento del Trabajo).

Programas o actividades que reciban asistencia financiera federal

RAZA, COLOR, ORIGEN NACIONAL, SEXO

Adicionalmente a las protecciones del Título VII de la Ley de Derechos Civiles de 1964, y sus enmiendas, el Título VI de la Ley de Derechos Civiles de 1964, y sus enmiendas, prohíbe la discriminación por raza, color u origen nacional en los programas o actividades que reciban asistencia financiera federal. La discriminación en el empleo está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión del empleo, o donde la discriminación laboral cause o pueda causar una discriminación en la provisión de los servicios conforme a tales programas. El Título IX de las Enmiendas en la Educación de 1972 prohíbe la discriminación en el empleo por motivo del sexo en las actividades o programas educativos que reciban asistencia financiera federal.

INDIVIDUOS CON DISCAPACIDADES

La Sección 504 de la Ley de Rehabilitación de 1973, y sus enmiendas, prohíbe la discriminación en el empleo por una discapacidad, en cualquier programa o actividad que reciba asistencia financiera federal. Se prohíbe la discriminación en todos los aspectos del empleo contra las personas con discapacidades quienes, con o sin arreglos razonables, puedan realizar las funciones esenciales del trabajo.

Si usted considera que ha sido discriminado en un programa de alguna institución que reciba asistencia financiera federal, debe contactar inmediatamente a la agencia federal que proporciona dicha asistencia.

Las versiones de EEOC de 9/02 y OFCCP de 8/08 se pueden utilizar con el Suplemento de 11/09

EEOC-P/E-1 (Revisado 11/09)

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: _____

Contracting Agency: _____

Project Name: _____ Project Number: _____

This is to certify that the principal and the authorized payroll officer(s) listed below have received a copy of the assigned ***Federal Wage Determination***: CA _____, Modification Number; _____, dated _____. The principal and authorized payroll officer(s) listed below have also acknowledge that they have received and read and a copy of the ***Federal Labor Standards Provisions*** (HUD-4010 form) and a copy of the current ***Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects***, and that they understand the labor standards clauses pertaining to the above listed project.

The following person(s) is/are designated as payroll officer for the undersigned and is/are authorized to sign the *Statement of Compliance* forms which will accompany each weekly payroll report for contractor listed below during the duration of this project:

☐ Contractor ☐ Subcontractor Business Name

License Number _____

Payroll Officer Name (Print) _____

Payroll Officer (Signature) _____

Payroll Officer Name (Print) _____

Payroll Officer (Signature) _____

Name of Person Authorized to Sign (Print) _____

(Authorized Signature) _____

Title _____

Date _____

U.S. Department of Labor
Wage and Hour Division

Form Approved
Budget Bureau No. 44-R1093

STATEMENT OF COMPLIANCE

Date _____

I, _____ do hereby state:

(Name of signatory party)

(Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the _____:
(Contractor or Subcontractor)

that during the payroll period commencing on the _____ day of _____, 19____ and ending the _____ day of _____, 19____, all persons employed on said project have been paid the full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf on said _____ from the full weekly wages earned by any person and that no deductions have been made either

(Contractor or Subcontractor)

directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll payments of fringe benefits as listed in the contract have been or will be made to appropriated programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each Laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	
Remarks	

Name and Title	Signature
----------------	-----------

The wilful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See section 1001 of title 18 and section 231 of title 31 of the United States code.

Form WH-348 (1/68) Purchase this form directly from the Supt. of Documents

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

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EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Miguel Cabral, Project Manager/Labor Compliance
Padilla & Associates, Inc.
183 E. City Place Drive
Santa Ana, CA 92705
(714) 973-1335 (phone) (714) 973-1229 (fax)
mcabral@padillainc.com

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Miguel Cabral, Project Manager/Labor Compliance
Padilla & Associates, Inc.
183 E. City Place Drive
Santa Ana, CA 92705
(714) 973-1335 (phone) (714) 973-1229 (fax)
mcabral@padillainc.com

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C., 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans. A recently separated veteran is any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 or call an OFCCP regional or district office listed in most telephone directories under U.S. Government, Department of Labor. For individuals with hearing impairment, OFCCP's TTY number is (202) 693-1337.

Private Employment, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy and sexual harassment) or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), as amended, protect qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability.

The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations, unless such accommodations would impose an undue hardship on the employer.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men

performing substantially equal work, in jobs that require equal skill, effort and responsibility under similar working conditions, in the same establishment.

RETALIATION

Retaliation is prohibited against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes discrimination under these Federal laws.

If you believe that you have been discriminated against under any of the above laws, and to ensure that you meet strict procedural timelines to preserve the ability of EEOC to investigate your complaint and to protect your right to file a private lawsuit, you should immediately contact:

The U.S. Equal Employment Opportunity Commission (EEOC), Washington, DC 20507 or an EEOC field office by calling toll free (1-800) 669-4000. For individuals with hearing impairments, EEOC's toll free TTY number is 1-800 669-6820.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, SEX, NATIONAL ORIGIN

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs.

Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH DISABILITIES

Section, 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government, public or private agency. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

Publication OFCCP 1420
Revised August 2008

LA IGUALDAD DE OPORTUNIDADES DE EMPLEO ES LA LEY

Empleadores que tienen contratos o subcontratos con el Gobierno Federal

Los empleados o postulantes a empleos de compañías que tienen contratos o subcontratos del gobierno federal gozan de la protección otorgada por las siguientes instituciones federales:

RAZA, COLOR, RELIGIÓN, SEXO, NACIONALIDAD

El Decreto 11246 (Executive Order 11246), con sus modificaciones, prohíbe la discriminación laboral en razón de raza, color de piel, religión, sexo o nacionalidad, y requiere la acción afirmativa para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES

El Artículo 503 de la Ley de Rehabilitación de 1973 (The Rehabilitation Act of 1973), con sus modificaciones, prohíbe la discriminación laboral por discapacidad y requiere la acción afirmativa de emplear y avanzar en el empleo de personas discapacitadas idóneas que, mediante una adaptación razonable, puedan llevar a cabo las funciones esenciales de un trabajo.

VETERANOS DE VIETNAM CON DISCAPACIDADES ESPECIALES, RECIENTEMENTE RETIRADOS Y OTROS VETERANOS BAJO PROTECCIÓN

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam de 1974 (The Vietnam Era Veterans' Readjustment Assistance Act of 1974), y sus modificaciones, 38 U.S.C., 4212, prohíbe toda discriminación laboral y requiere la acción afirmativa de emplear y avanzar en el empleo de veteranos de Vietnam idóneos, veteranos idóneos con discapacidades especiales, veteranos recientemente retirados y otros veteranos bajo protección. Un veterano recientemente retirado es todo veterano durante el período de tres años a partir de la fecha en que fue dado de baja o dejó el servicio activo en el Ejército, la Marina o la Fuerza Aérea de los EE. UU.

REPRESALIA

Queda prohibida toda represalia contra una persona que presenta un cargo de discriminación, participa en un procedimiento del Programa OFCCP o, de alguna otra manera, se opone a la discriminación de conformidad con las leyes federales.

Toda persona que cree que un contratista ha violado sus obligaciones de no discriminación o acción afirmativa, según las fuentes anteriores, debe ponerse en contacto de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (The Office of Federal Contract Compliance Programs-OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210, (202) 693-0101 o llamar a una oficina de la OFCCP regional o de distrito consignada en la mayor parte de los directorios telefónicos en U.S. Government, Department of Labor (Gobierno de los EE.UU., Departamento de Trabajo). Para personas con discapacidad auditiva, el número TTY de la OFCCP es (202) 693-1337.

Empleo privado, gobiernos estatales y locales, instituciones educativas, agencias de empleo y organizaciones laborales

Los empleados y postulantes a empleos de la mayor parte de los empleadores privados, gobiernos estatales y locales, instituciones educativas, agencias de empleo y organizaciones laborales gozan de la protección otorgada por las siguientes leyes federales:

RAZA, COLOR, RELIGIÓN, SEXO, NACIONALIDAD

La Ley de Derechos Civiles de 1964, Título VII (The Civil Rights Act of 1964), y sus modificaciones, prohíbe toda discriminación en relación con la contratación, ascenso, despido, remuneración, compensaciones adicionales, capacitación, clasificación, referencias, y otros aspectos laborales, en razón de la raza, el color de la piel, la religión, el sexo (incluidos embarazo y acoso sexual) o la nacionalidad. Por discriminación religiosa se entiende, entre otros, la falta de adaptación razonable para las prácticas religiosas de un empleado siempre que la adaptación no provoque una dificultad económica excesiva.

DISCAPACIDAD

La ley de Estadounidenses con Discapacidades de 1990 (The Americans with Disabilities Act of 1990-ADA), Títulos I y V, con sus modificaciones, protege a empleados y postulantes idóneos con discapacidades contra la discriminación en relación con la contratación, ascenso, despido, remuneración, capacitación, beneficios adicionales, clasificación, referencias y otros aspectos laborales en razón de la discapacidad.

La ley también requiere que las entidades contempladas provean las adaptaciones razonables que necesiten los empleados y postulantes con discapacidades, a menos que esas adaptaciones causen una dificultad económica excesiva al empleador.

EDAD

La Ley de Discriminación Laboral por Edad de 1967 (The Age Discrimination in Employment Act of 1967), con sus modificaciones, protege a los empleados y postulantes de 40 años o más contra la discriminación por edad en relación con la contratación, ascenso, despido, compensaciones, condiciones o privilegios laborales.

SEXO (SALARIOS)

Además de la discriminación sexual prohibida por la Ley de Derechos Civiles de 1964, Título VII, y sus modificaciones, la Ley de Igualdad en las

Remuneraciones de 1963, con sus modificaciones, prohíbe la discriminación sexual en el pago de salarios a mujeres y hombres que básicamente realicen igual trabajo, en empleos que requieren igual capacidad, esfuerzo y responsabilidad, en condiciones laborales similares y en el mismo establecimiento.

REPRESALIA

Queda prohibida toda represalia contra una persona que presenta un cargo de discriminación, participa en un procedimiento de contra la discriminación o, de alguna otra manera, se opone a la discriminación de conformidad con las leyes federales.

Si cree que ha sufrido alguna discriminación, de conformidad con algunas de las leyes anteriores, y para garantizar que cumple con los estrictos cronogramas procesales a fin de preservar la capacidad de la EEOC para investigar su queja y para proteger su derecho a iniciar una demanda privada, debe ponerse en contacto de inmediato con:

La Comisión Federal de Igualdad de Oportunidades de Empleo de los EE.UU. (The US Equal Employment Opportunity Commission-EEOC), Washington, DC 20507 ó con una oficina de la EEOC telefónicamente a la línea gratuita (1-800) 669-4000. Para las personas con discapacidad auditiva, la línea gratuita TTY de la EEOC es 1-800 669-6820.

Programas o actividades que reciben apoyo financiero federal

RAZA, COLOR, SEXO, NACIONALIDAD

Además del Título VII de la Ley de Derechos Civiles de 1964, con sus modificaciones, el Título VI de la misma ley prohíbe la discriminación por raza, color de piel o nacionalidad en programas y actividades que reciben apoyo financiero federal. La discriminación laboral está contemplada en el Título VI si el objetivo principal del apoyo financiero es la provisión de empleo, o siempre que la discriminación laboral cause, o pueda causar, discriminación en la provisión de servicios en el marco de esos programas.

El Título IX de las Modificaciones de 1972 a la Ley de Educación (Education Amendments of 1972) prohíbe la discriminación laboral en razón de sexo en los programas o actividades educativas que reciben apoyo federal.

PERSONAS CON DISCAPACIDADES

El Artículo 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en todo programa o actividad que recibe apoyo financiero federal en el gobierno federal y las agencias públicas o privadas. Queda prohibida la discriminación en todos los aspectos laborales contra personas con discapacidades que puedan realizar las tareas esenciales relacionadas con ese puesto, sin perjuicio de que resulte o no necesario efectuar una adaptación razonable.

Si cree que ha sufrido discriminación en relación con un programa de cualquier institución que reciba apoyo federal, debe contactarse de inmediato con la agencia federal que brinda ese apoyo.

SECTION 3 COMPLIANCE REPORT

1. Name and Address of Reporting Entity (Recipient, Sub-recipient, Contractor, Subcontractor)	2. Federal Identification: (Contract/Award No.)	3. Dollar Amount of Award:
	4. Contact Person:	5. Phone: (include Area Code)
	6. Reporting Period:	7. Date Report Submitted
8. Program Code: (Use a separate sheet for each Program Code)		
Program Codes 1. Flexible Subsidy 2. Section 202/811 3. Public/Indian Housing Development, Operation and Modernization 4. Homeless Assistance 5. HOME 6. HOME - State Administered 7. CDBG - Entitlement 8. CDBG - State Administered 9. Other CD Programs 10. Other Housing Programs		

Part I: Employment and Training Commitment

JOB CLASSIFICATION	TOTAL NEW HIRES	SECTION 3 NEW HIRES	% OF AGGREGATE HIRES WHO ARE SECTION 3 HIRES	CODE(S)	
				RACIAL	ETHNIC
Professionals					
Technicians					
Office/Clerical					
Trade:					
Trade:					
Trade:					
Trade:					
Total:					

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, Vendors, or Service Providers)

NAME OF SECTION 3 BUSINESS CONCERN	SPECIFY CONSTRUCTION OR NONCONSTRUCTION CONTRACT	CONTRACT AMOUNT	CODE(S)	
			RACIAL	ETHNIC

RACIAL BACKGROUND:

SINGLE CATEGORIES	DOUBLE CATEGORIES
1. American Indian/Alaska Native	6. American Indian or Alaska Native AND White
2. Asian	7. Asian AND White
3. Black/African American	8. Black or African American AND White
4. Native Hawaiian/Other Pacific Islander	9. American Indian or Alaska Native AND Black or African American
5. White	10. Other - for individuals not identified above.

ETHNIC BACKGROUND:

A. Hispanic/Latino	B. Not Hispanic/Latino
--------------------	------------------------

Part III: SUMMARY

INDICATE GOOD FAITH EFFORTS MADE BY YOUR COMPANY TO EMPLOY AND TRAIN SECTION 3 RESIDENTS OR BUSINESS CONCERNS
(Check the appropriate boxes and attach copies of any advertisements, letters or notices)

- | | |
|--|---|
| <input type="checkbox"/> Trained and/or Employed Section 3 Residents equal to _____ (%) of the aggregate new hires. (Attach Resident Certifications)
<input type="checkbox"/> Sub-contracts awarded to Section 3 Business Concerns equal to _____ (%) of the total contract amount. (Attach Business Certifications)
<input type="checkbox"/> Entered into first source hiring agreement
<input type="checkbox"/> Sponsored a HUD-certified "Step-up" employment and Training Program.
<input type="checkbox"/> Advertised the training and employment positions by distributing flyers.
<input type="checkbox"/> Distributed to every occupied dwelling unit in the housing development.
<input type="checkbox"/> Posted or distributed flyers to housing authority.
<input type="checkbox"/> The Housing Authority employed Section 3 residents directly as outlined in the <i>force account labor</i> .
<input type="checkbox"/> Sponsored a Job Informational meeting, conducted by the housing authority at the development site. (Attach sign-in sheet)
<input type="checkbox"/> Arranged assistance in conducting job interviews and completing job applications for residents.
<input type="checkbox"/> Conducted job interviews at housing development site or within the neighborhood or service area. (Attach list)
<input type="checkbox"/> Contacted agencies administering HUD Youth-Build programs. (Attach list)
<input type="checkbox"/> Consulted with State and/or local agencies administering training programs. <input type="checkbox"/> JTPA <input type="checkbox"/> Probation and Parole Agencies
<input type="checkbox"/> Advertised through local media, television, radio, newspaper, other. (Attach copy of advertisement)
<input type="checkbox"/> Hired a job coordinator or contracted a business concern licensed in the field of job placement. (Attach copy of agreement)
<input type="checkbox"/> Maintained a file of eligible, qualified Section 3 Residents/Business Concerns for future employment. | <input type="checkbox"/> Established training program.
<input type="checkbox"/> Posted in common areas of the housing development.
<input type="checkbox"/> Contacted management to notify residents. (Attach list) |
|--|---|

SECTION 3 COMPLIANCE REPORT INSTRUCTIONS

Section 3 Compliance Report

This form applies to recipients of housing and community development assistance in excess of \$200,000 expended for housing rehabilitation, housing construction, or other public construction; and to contracts and subcontracts in excess of \$100,000 awarded in connection with the Section 3 activity.

- 1. Name and Address:** Fill in the name and address of the entity completing the form. This may be a grantee, subgrantee, contractor or subcontractor.
- 2. Project Number(s):** Fill in all project numbers that apply to the Section 3 activity.
- 3. Dollar Amount of Award:** Fill in the total dollar amount awarded for the Section 3 activity.
- 4. Contact Person:** Fill in the name of the person with knowledge of the award and implementation of the Section 3 activity.
- 5. Phone:** Fill in the telephone number of the contact person.
- 6. Reporting Period:** Fill in the time period covered by the report.
- 7. Date Report Submitted:** Fill in the time period covered by the report.

Part I: Employment and Training Performance

Job Category: Professionals are defined as people who have special knowledge of an occupation (e.g. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade separately. The category of Other includes occupations such as service workers.

Number of New Hires: Enter the number of new hires for each job category identified. New hire refers to a person who is not on the recipient's or contractor's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Number of New Hires that are Section 3 Residents: Enter the number of Section 3 new hires for each job category identified. Section 3 new hire refers to a Section 3 resident who is not on the recipient's or contractor's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Number of Section 3 Employees and Trainees: Enter the total number of Section 3 residents who were employed and trained in connection with the Section 3 covered award. This includes, but is not limited to, the new hires.

Part II: Contract Awards to Section 3 Businesses

Name of Section 3 Business Concern: Enter the name of each Section 3 business that was awarded a contract or subcontract in connection with the Section 3 covered award.

Specify Construction or Non-Construction Contract: Enter "construction" or "non-construction" to indicate whether each contract was a construction contract.

Contract Amount: Enter the total amount of each award to a Section 3 business.

Part III: Summary

Check all efforts undertaken to direct opportunities toward low- and very low-income persons in connection with the Section 3 award. Briefly describe any "other" such efforts.

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other; describe below.

GUIDELINES FOR COMPLETING THE SECTION 3 BID EVALUATION MEMORANDUM

NOTE: This *Section 3 Bid Evaluation Memorandum* form is required during procurement when;

- The project budget includes \$200,000 or more of housing & development funds (such as CDBG or HOME funds), AND
- The Local Contracting Agency (LCA) anticipates awarding a contract in the amount of \$100,000 or more

A **Section 3 Responsive bidder** is a bidder that submits a *Section 3 Business Certification* form with their bid, documenting that they:

Option 1 -- Qualify as a Section 3 Business concern because they:

- Are 51% owned by low-income residents, or
- Employ low-income residents (30% or more permanent full-time employees are income qualified) and a signed *Section 3 Resident Certification form* from each qualified employee is submitted with the bid.

- OR -

Option 2 -- Make a written commitment; submit a *Section 3 Economic Opportunity Plan*, identify positions to reflect that they will:

Option a -- Hire at least 30% aggregate new-hires that are qualified low-income residents, and

- Provide the *Section 3 Resident Certification form* for each income qualified new-hire.

Option b -- Subcontract 25% or more of the bid amount to qualified Section 3 Business Concern(s), and

- Provides a *Section 3 Resident Certification form* for each income qualified employee.

NOTE: The recipient of a Section 3 contract is required to submit a *Section 3 Summary Report* with their final Certified Payroll Report.

A **Section 3 Non-responsive bidder** is a bidder that:

- ▶ Fails to provide a *Section 3 Business Certification form* and *Resident Certification forms* with a bid response, or
- ▶ Fails to provide a *Section 3 Business Certification form* and an *Economic Opportunity Plan* with a bid response.

A **REASONABLE bid** is a bid that is not more than the value of "X" higher than the **LOWEST BID**.

1. The actual dollar amount of the lowest bid received from any responsible bidder, **PLUS**
2. The **"X" FACTOR**, which is the lesser of;
 - a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
 - b. The actual dollar amount listed on the chart below.

3. Equal the **MAXIMUM ACCEPTABLE BID**.

Zone of Consideration

If the Lowest Bid is		The "X" FACTOR is the Lesser than	
At Least	But Less Than		
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

SECTION 3 BID PREFERENCES

First preference consideration will be given to a bidder who is a qualified Section 3 Business Concern; and provides a reasonable bid.

Second preference consideration will be given to a bidder who commits to employing income qualified residents or subcontracting with qualified business concerns and identifies the positions and/or subcontractors on a completed Economic Opportunity Plan submitted with his/her bid; and provides a reasonable bid. If the lowest bid of a qualified Section 3 Responsive Bidder is not reasonable (not within the *Zone of Consideration*), OR no bidders are responsive to Section 3 requirements, the contract shall be awarded to the lowest bid from any responsive and responsible bidder in accordance with the LCA's policy and procedures, consistent with California Public Contracting Code.

NOTE: When awarding a contract to the lowest bidder who is non-responsive to Section 3 requirements, but provides a reasonable bid, the bidder must sign a *Section 3 Commitment form* acknowledging that they must document and report all efforts made to achieve the minimum requirements of Section 3 (30% of aggregate new hires must be income qualified, or 25% of the subcontract awards will be qualified business concerns).

TO: Contract Compliance Officer, Community Development Block Grant Division
Community Development Commission, County of Los Angeles

Date _____
PRIOR TO CONTRACT AWARD
FAX a copy to (323) 890-8595

SECTION 3 BID EVALUATION MEMORANDUM

(The LCA should refer to the guidelines on the reverse side of this page for assistance with completing this form)

Awarding Agency: _____

Labor Standards Officer: _____

Project Name: _____

Project Number: _____

Bid Opening Date: _____

SECTION 3 RESPONSIVENESS

	RESPONSIVE		Bid Amount (List Low Bid First) (Use Additional Sheets if Necessary)
	YES	NO	
BUSINESS NAME:			\$
Option 1. <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> Employ 30% or more income qualified workers, AND <i>Resident Certification</i> forms are in file, OR Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. <input type="checkbox"/> Incorporate <i>Resident Certification</i> in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
BUSINESS NAME:			\$
Option 1. <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> Employ 30% or more income qualified workers, AND <i>Resident Certification</i> forms are in file, OR Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. <input type="checkbox"/> Incorporate <i>Resident Certification</i> in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
BUSINESS NAME:			\$
Option 1. <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> Employ 30% or more income qualified workers, AND <i>Resident Certification</i> forms are in file, OR Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. <input type="checkbox"/> Incorporate <i>Resident Certification</i> in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			
BUSINESS NAME:			\$
Option 1. <input type="checkbox"/> 51% Owned, or <input type="checkbox"/> Employ 30% or more income qualified workers, AND <i>Resident Certification</i> forms are in file, OR Option 2. <input type="checkbox"/> Submitted a complete Section 3 Economic Opportunity Plan that outlines his/her commitment to; Option a. <input type="checkbox"/> Incorporate <i>Resident Certification</i> in hiring practices and focus hiring efforts toward income-qualified residents, and/or Option b. <input type="checkbox"/> Subcontract % (no less than 25%) of bid amount to Section 3 qualified Business Concerns			

REASONABLENESS OF BID (See the back side of this form for assistance with calculating the Zone of Consideration)

"X" FACTOR	ENTER THE LOWEST BID AMOUNT HERE: \$
	ADD the Lesser of \$ _____ (_____ % of Low Bid) OR \$ _____
	TO RECEIVE A SECTION 3 PREFERENCES, THE BID CAN NOT EXCEED: \$

First consideration for a bid preference will be given to a bidder who is a qualified Section 3 Business Concern and provides a reasonable bid.

Second consideration for a bid preference will be given to a bidder who commits to employing income qualified residents or subcontracting with qualified business concerns and identifies the positions and/or subcontractors on a completed Economic Opportunity Plan submitted with his/her bid; and provides a reasonable bid.

RECOMMENDATION FOR SECTION 3 BID PREFERENCE

The contractor listed below is a Section 3 Responsive Bidder within the "Zone of Consideration"	(Print Name of Contracting Officer)
Check this box below if applicable	(Signature of Contracting Officer)
<input type="checkbox"/> No bidders were able to meet Section 3 responsive and reasonable bidding requirements. Therefore, the construction contract will be awarded to the lowest bidder who has provided a reasonable bid in accordance with the awarding agency's policy and procedures.**	(Date)

**CONTRACTING WITH SMALL BUSINESS
MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE
AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
 - a. Including qualified Small Business and Minority Firms on solicitation lists.
 - b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.
3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall *furnish* to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the **Clean Air Act**, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

FRINGE BENEFIT PAYMENT CERTIFICATION

PROJECT NAME _____

LOCAL CONTRACTING AGENCY _____

Location: _____

CDBG Project Number: _____

Work Classification	HOURLY FRINGE BENEFITS PROVIDED	Name, Address, and Telephone Number of the Approved Plan, Fund, or Program
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ TOTAL HOURLY FRINGE \$	
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ TOTAL HOURLY FRINGE \$	
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ TOTAL HOURLY FRINGE \$	
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ TOTAL HOURLY FRINGE \$	
	Health & Welfare \$ Pension \$ Vacation \$ Apprenticeship/Training \$ Other (explain) \$ TOTAL HOURLY FRINGE \$	

I Certify under penalty of perjury that:

☐ I make payments to approved fringe benefit plans, funds, or programs as listed above.

OR

☐ I DO NOT make payments to approved fringe benefit plans, funds, or programs.
Benefits are added to hourly rates and paid each week to the employees.

 (Print Company Name)

 (Print Name of Person Authorized to Sign)

Contractor License Number: _____

By: _____

Date: _____

Title: _____

NOTICE OF SECTION 3 COMMITMENT

TO:

(Name of Labor Union, Workers Representative, etc.)

(Address)

Name of Business (Contractor): _____

Project Name: _____ Project Number: _____

The Undersigned currently holds a contract with _____ involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____. For additional information, you may contact _____ at (_____) _____.
Contact Person's Name Title

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Print Name)

By: _____
(Signature)

(Date)

(Title)

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____ Project Number: _____

Project Name: _____

Company Name: _____

Address: _____

Print Name: _____

Title: _____

Signature: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORT OF ADDITIONAL CLASSIFICATION AND RATE		HUD FORM 4230A <small>OMB Approval Number 2501-0011 (Exp. 09/30/2006)</small>
1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER	
4. BRIEF DESCRIPTION OF PROJECT	3. LOCATION OF PROJECT (City, County and State)	
5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway	6. WAGE DECISION NO. (include modification number, if any)	
7. WAGE DECISION EFFECTIVE DATE		8. WORK CLASSIFICATION(S)
9. PRIME CONTRACTOR (name, address)		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Check All That Apply:</div> <div style="display: flex; flex-direction: column;"> <div><input type="checkbox"/> The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.</div> <div><input type="checkbox"/> The proposed classification is utilized in the area by the construction industry.</div> <div><input type="checkbox"/> The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.</div> <div><input type="checkbox"/> The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).</div> <div><input type="checkbox"/> Supporting documentation attached, including applicable wage decision.</div> </div>		
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Check One:</div> <div style="display: flex; flex-direction: column;"> <div><input type="checkbox"/> Approved, meets all criteria. DOL confirmation requested.</div> <div><input type="checkbox"/> One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.</div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> _____ Agency Representative <i>(Typed name and signature)</i> </div> <div style="width: 40%;"> _____ <i>Date</i> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%;"> _____ <i>Phone Number</i> </div> <div style="width: 40%;"></div> </div>		FOR HUD USE ONLY LR2000: Log in: Log out:

General Decision Number: CA160033 04/01/2016 CA33

Superseded General Decision Number: CA20150033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/22/2016
3	02/19/2016
4	02/26/2016
5	03/04/2016
6	04/01/2016

ASBE0005-002 07/01/2015

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 36.74	19.49
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 25.38	16.81

ASBE0005-004 06/29/2015

Rates	Fringes
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Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 18.06 10.57

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

* BRCA0004-007 05/01/2015

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 37.93	14.50

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84
TILE LAYER.....	\$ 35.14	14.33

BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	\$ 33.63	11.13

* CARP0409-001 07/01/2015

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 39.83	11.58
(2) Millwright.....	\$ 40.90	11.58
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer,		

Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 40.53	11.58
(4) Pneumatic Nailer, Power Stapler.....	\$ 37.60	11.58
(5) Sawfiler.....	\$ 37.44	11.58
(6) Scaffold Builder.....	\$ 28.55	11.58
(7) Table Power Saw Operator.....	\$ 37.45	11.58

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

* CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 40.40	15.03
STOCKER/SCRAPPER.....	\$ 10.00	7.17

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

ELEC0011-004 02/01/2016

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 40.80	27.59
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 40.80	26.59
Technician.....	\$ 30.00	26.07

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

* ELEC0011-005 05/26/2014

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 28.30	12.43
Technician.....	\$ 30.10	12.48

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition

PCM (Pulse code modulation) Inventory control systems
Digital data systems Broadband & baseband and carriers
Point of sale systems VSAT data systems Data communication
systems RF and remote control systems Fiber optic data
systems

B. Sound and Voice Transmission/Transference Systems
Background-Foreground Music Intercom and Telephone
Interconnect Systems Sound and Musical Entertainment
Systems Nurse Call Systems Radio Page Systems School
Intercom and Sound Systems Burglar Alarm Systems
Low-Voltage Master Clock Systems Multi-Media/Multiplex
Systems Telephone Systems RF Systems and Antennas and Wave
Guide

C. *Fire Alarm Systems-installation, wire pulling and
testing.

D. Television and Video Systems Television Monitoring and
Surveillance Systems Video Security Systems Video
Entertainment Systems Video Educational Systems CATV and
CCTV

E. Security Systems, Perimeter Security Systems, Vibration
Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems,
Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in
raceways performed at the current electrician wage rate and
fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 52.85		15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 42.21		14.32
(3) Groundman.....\$ 32.28		14.03
(4) Powderman.....\$ 47.19		14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2015

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 49.90 28.38

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/06/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35
OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 41.30	23.35
GROUP 2.....	\$ 42.08	23.35
GROUP 3.....	\$ 42.37	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 42.73	23.35
GROUP 6.....	\$ 42.84	23.35
GROUP 7.....	\$ 42.96	23.35
GROUP 8.....	\$ 43.13	23.35
GROUP 9.....	\$ 43.30	23.35
GROUP 10.....	\$ 44.30	23.35
GROUP 11.....	\$ 45.30	23.35
GROUP 12.....	\$ 46.30	23.35
GROUP 13.....	\$ 47.30	23.35
OPERATOR: Power Equipment		
(Tunnel Work)		

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel

Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu.

yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system
(single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc); Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum);

Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S,

R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 01/01/2016		

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.58	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.00	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2014		
	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO0300-003 08/01/2015		

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 37.04	16.78
GROUP 2.....	\$ 37.36	16.78
GROUP 3.....	\$ 38.82	16.78

GROUP 4.....	\$ 38.51	16.78
LABORER		
GROUP 1.....	\$ 31.39	16.78
GROUP 2.....	\$ 31.94	16.78
GROUP 3.....	\$ 32.49	16.78
GROUP 4.....	\$ 34.04	16.78
GROUP 5.....	\$ 34.39	16.78

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein;

Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 01/01/2016

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 30.43	16.07

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 34.79	17.92
GROUP 2.....	\$ 33.84	17.92
GROUP 3.....	\$ 30.30	17.92

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 08/01/2015

	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 32.60	12.16
(2) Vehicle Operator/Hauler.	\$ 32.77	12.16
(3) Horizontal Directional		

Drill Operator.....	\$ 34.62	12.16
(4) Electronic Tracking		
Locator.....	\$ 36.62	12.16
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 33.76	15.04
GROUP 2.....	\$ 35.06	15.04
GROUP 3.....	\$ 37.07	15.04
GROUP 4.....	\$ 38.81	15.04

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-001 08/05/2015

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 30.16	17.11
PLASTER TENDER.....	\$ 32.71	17.11

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2015

	Rates	Fringes
Painters: (Including Lead		

Abatement)

(1) Repaint (excludes San Diego County).....	\$ 27.29	12.83
(2) All Other Work.....	\$ 30.72	12.83

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-006 10/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary:		
Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395.....	\$ 32.05	16.82
Remainder of Los Angeles County.....	\$ 36.18	16.82

PAIN0036-015 06/01/2015

	Rates	Fringes
GLAZIER.....	\$ 40.70	20.92

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2016

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 29.85	14.01

PLAS0200-009 08/05/2015

	Rates	Fringes
PLASTERER.....	\$ 38.44	13.77

PLAS0500-002 07/01/2015

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 32.30	20.65

PLUM0016-001 07/01/2015

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 45.96	20.71
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 44.54	19.73
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 35.16	18.06

PLUM0345-001 07/01/2014		

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 29.27	19.75
Sewer & Storm Drain Work....	\$ 33.24	17.13

ROOF0036-002 08/01/2014		

	Rates	Fringes
ROOFER.....	\$ 35.02	13.57
FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.		

SFCA0669-013 01/01/2016		

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT
PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS
OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 35.57	20.27

SFCA0709-005 07/01/2015		

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 42.93	24.04

SHEE0105-002 01/01/2016		

LOS ANGELES (South of a straight line between gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 24.76	9.51
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 41.26	25.38

SHEE0105-003 01/01/2016		

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 41.26	25.38
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 41.26	25.38

SHEE0105-004 01/01/2016		

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 31.53	25.24

TEAM0011-002 07/01/2015		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 28.24	25.24
GROUP 2.....	\$ 28.39	25.24
GROUP 3.....	\$ 28.52	25.24
GROUP 4.....	\$ 28.71	25.24
GROUP 5.....	\$ 28.74	25.24
GROUP 6.....	\$ 28.77	25.24
GROUP 7.....	\$ 29.02	25.24
GROUP 8.....	\$ 29.27	25.24
GROUP 9.....	\$ 29.47	25.24
GROUP 10.....	\$ 29.77	25.24
GROUP 11.....	\$ 30.27	25.24
GROUP 12.....	\$ 30.70	25.24

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine
with attachments; Winch truck driver - \$1.25 additional
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CITY OF SAN FERNANDO

PUBLIC WORKS DEPARTMENT

SOUTH HUNTINGTON STREET IMPROVEMENTS

BETWEEN SAN FERNANDO ROAD AND HOLLISTER STREET

CDBG PROJECT No. 60I716-15

PROJECT No. 7590, PLAN No. 719

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN FERNANDO REQUIREMENTS.

THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE AGENCY'S STANDARD PLANS, PROJECT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS. THE CONTRACTOR SHALL KEEP A COPY OF THIS INFORMATION ON THE JOBSITE.

A PRECONSTRUCTION MEETING SHALL BE HELD A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK.

THE CONTRACTOR SHALL NOTIFY THE AGENCY'S CONSTRUCTION MANAGER, MANUEL FABIAN @ (818) 898-1243, A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION AND 48 HOURS IN ADVANCE OF INSPECTION REQUESTS.

PROJECT STATIONING REFERS TO THE CENTERLINE OF THE STREET.

STOCK PILING OF REMOVED MATERIAL WILL NOT BE ALLOWED IN OR AROUND THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAULING OFF ALL EXCESS MATERIALS GENERATED DURING THE CONSTRUCTION OF THIS PROJECT TO AN APPROVED DISPOSAL SITE.

DUST SHALL BE CONTROLLED WITH WATER OR AS REQUIRED UNDER THE DIRECTION OF THE INSPECTOR.

REMOVAL OF ALL VEGETATION AND DEBRIS PRIOR TO ANY GRADING IS REQUIRED.

NO EXCAVATION SHALL BE LEFT OPEN AFTER DAYLIGHT HOURS. EXCAVATIONS SHALL BE BACKFILLED AND PAVEMENT REPLACED OR BRIDGED WITH TRAFFIC RATED STEEL PLATES.

CONTRACTOR WORK SHALL BE 7:00 AM TO 4:00 PM MONDAY THRU FRIDAY, EXCLUDING HOLIDAYS, UNLESS OTHERWISE ACCEPTED BY THE CITY. ALL WORK WITHIN VEHICULAR TRAFFIC LANES SHALL BE LIMITED TO 9:00 AM AND 3:00 PM.

AN AGENCY APPROVED TRAFFIC CONTROL PLAN PER LATEST EDITION OF THE WATCH HANDBOOK SHALL BE SECURED 48 HOURS PRIOR TO CONSTRUCTION.

INSTALL TAR PAPER AROUND POWER POLES PRIOR TO LAYING A.C. PAVEMENT IN ALLIES.

PROVIDE 2' X 4" REDWOOD HEADERS AT PROPERTY LINES WHERE PROPOSED PAVEMENT IS CONSTRUCTED ADJACENT TO DIRT OR UNPAVED AREA, OR ADJACENT TO WOOD, METAL OR CHAIN LINE FENCE. SEE TYPICAL SECTION DETAIL.

JOIN NEW A.C. PAVEMENT TO EXISTING A.C. & CONC. PAVEMENT AT PROPERTY LINE. SAW-CUT AS NECESSARY AND PROVIDE TACK COAT.

THE SUBGRADE OF THE DRIVEWAY AND PARKING AREAS SHALL BE SCARIFIED, BROUGHT TO OPTIMUM MOISTURE CONTENT 90%. COMPACTION ACTIVITIES SHALL BE INSPECTED BY AGENCY PRIOR TO PLACING CRUSHED MISCELLANEOUS BASE AND CASTING OF CONCRETE.

NOTICE TO CONTRACTOR:

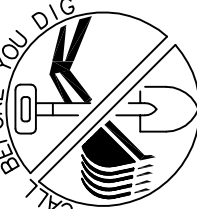
IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CALL THE USA UNDERGROUND ALERT FOR LOCATION OF EXISTING UNDERGROUND UTILITIES NO LESS THAN TWO DAYS NOR MORE THAN SEVEN DAYS PRIOR TO CONSTRUCTION.

811

THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY DAMAGE DONE TO EXISTING UTILITIES OR STREET IMPROVEMENTS INCLUDING CONCRETELANDSCAPING DURING CONSTRUCTION.

UNDERGROUND SERVICE ALERT

CALL: TOLL FREE 811



TWO WORKING DAYS BEFORE YOU DIG

LIST OF DRAWINGS

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Paving Plan
3	Concrete and Tree Replacement Plan
4	Striping Plan

PUBLIC UTILITIES WITHIN THE CITY OF SAN FERNANDO

WATER:

CITY OF SAN FERNANDO
543 GLENOAKS BLVD.
SAN FERNANDO, CA 91340
TONY SALAZAR OR DANNY GARCIA
818 898 1293

WASTEWATER:

CITY OF SAN FERNANDO
543 GLENOAKS BLVD.
SAN FERNANDO, CA 91340
DALE WARREN
818 898 1293

ELECTRICITY:

SOUTHERN CALIFORNIA EDISON COMPANY
EMERGENCY CALLS
800 611 1911

GAS:

SOUTHERN CALIFORNIA GAS COMPANY
EMERGENCY CALLS
800 427 2200

TELEPHONE:

VERIZON
EMERGENCY CALLS
800 463 1000

CABLE:

TIME WARNER
EMERGENCY CALLS
818 700 6800

POLICE:

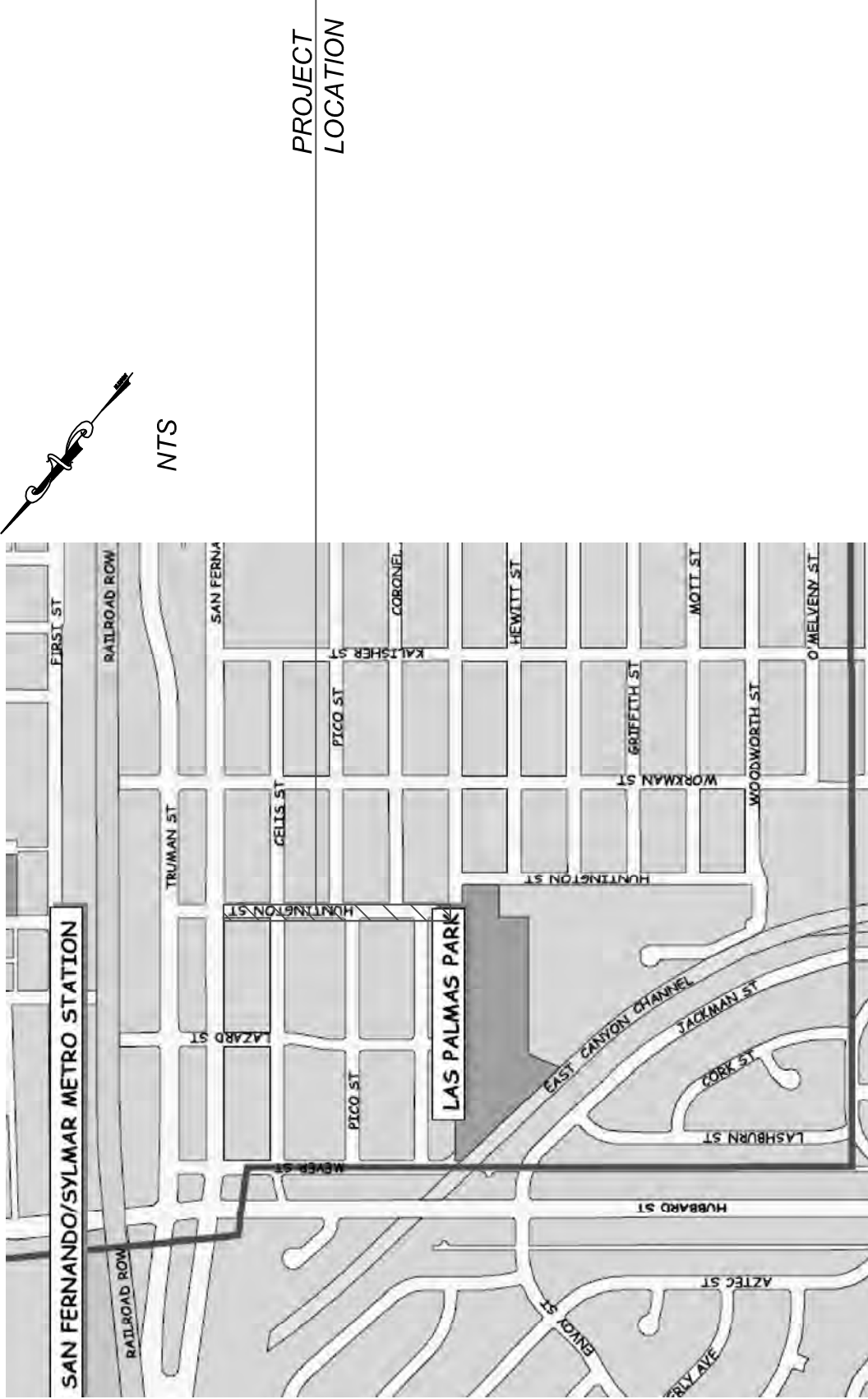
CITY OF SAN FERNANDO POLICE DEPT.
CONSUMER EMERGENCY NUMBER
818 898 1287

CONSTRUCTION NOTES

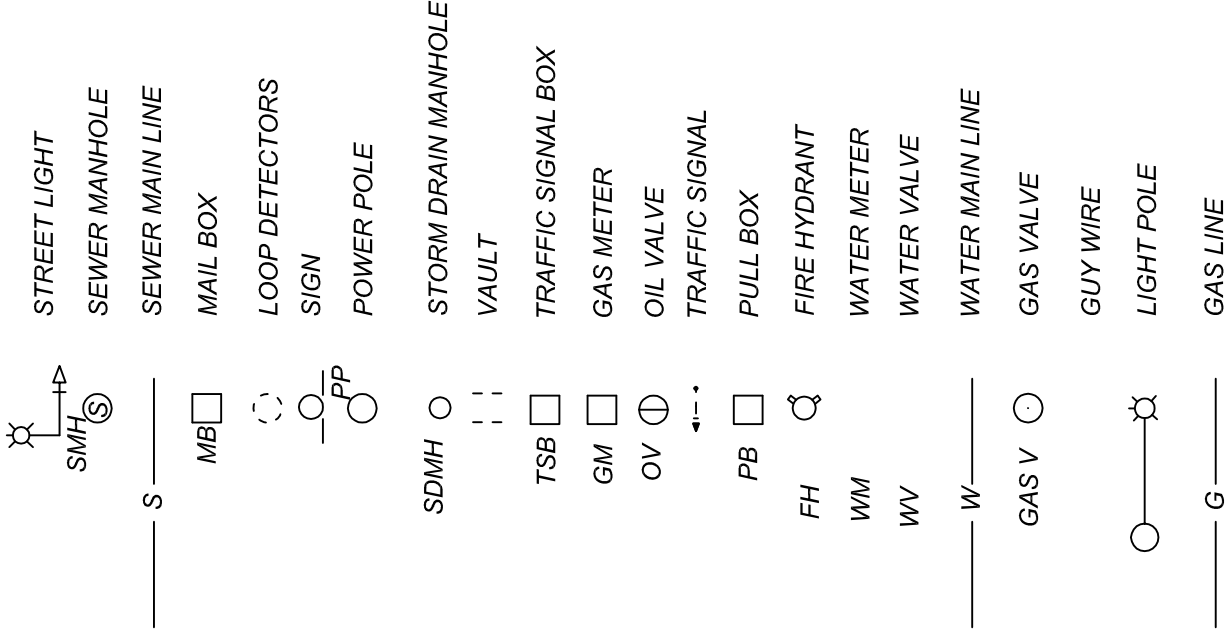
- 1) Cold Mill 1" AC Pavement.
- 2) Construct 1" thick ARHM Overlay per Detail "A."
- 3) Construct Curb Ramp with Truncated Domes
- 4) NOT USED
- 5) Remove and Replace Curb & Gutter per SPPW/C 120-1
- 6) Remove and Replace Crossover with spandrel per SPPW/C 122-1
- 7) Remove and Replace 4" thick PCC Sidewalk
- 8) Plant 24" Box Tree per City of San Fernando Standards. Species: Platanus X acerifolia (London Plane)

DISPOSITION NOTES

- 1) Adjust to Grade
- 2) Protect In Place



Vicinity Map



REVISIONS

REV.	DATE	BY	DESCRIPTION	APP'D	REV.	DATE	BY	DESCRIPTION	APP'D

PREPARED BY:

Manuel Fabian, Civil Engineer Assistant I DATE

APPROVED BY:

Ying Kwai P.E., City Engineer DATE
R.C.E. NO.: 32418 Exp. DATE: 3/31/18

DRAWN BY: MF
DESIGNED BY: MF
CHECKED BY: YK



SAN FERNANDO
HISTORIC & VISIONARY

CITY OF SAN FERNANDO
DEPARTMENT OF PUBLIC WORKS

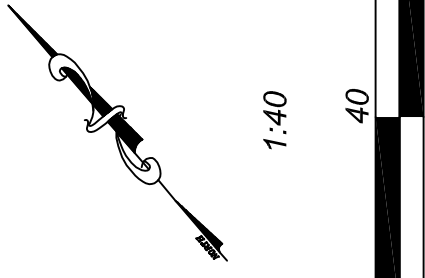
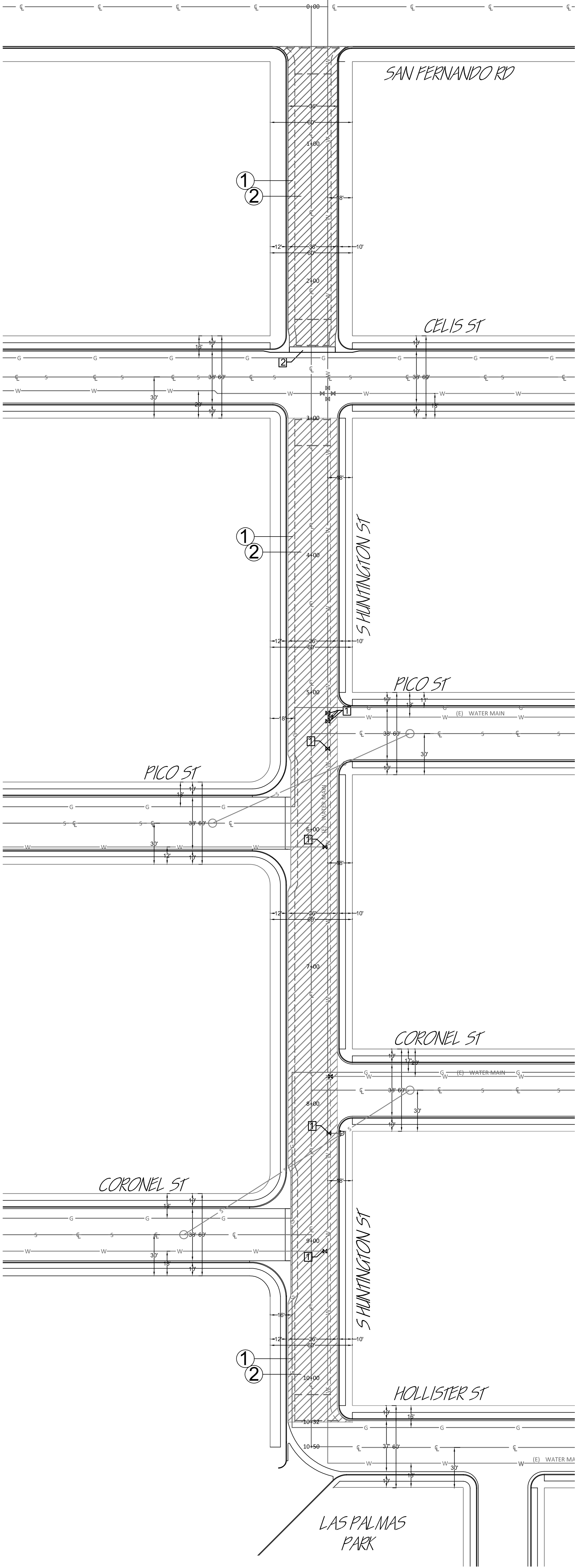
South Huntington Street Improvements
between San Fernando Rd and Hollister St
CDBG Project No. 60I716-15
Project No. 7590, Plan No. P-719

SHEET NO.

I

OF

4

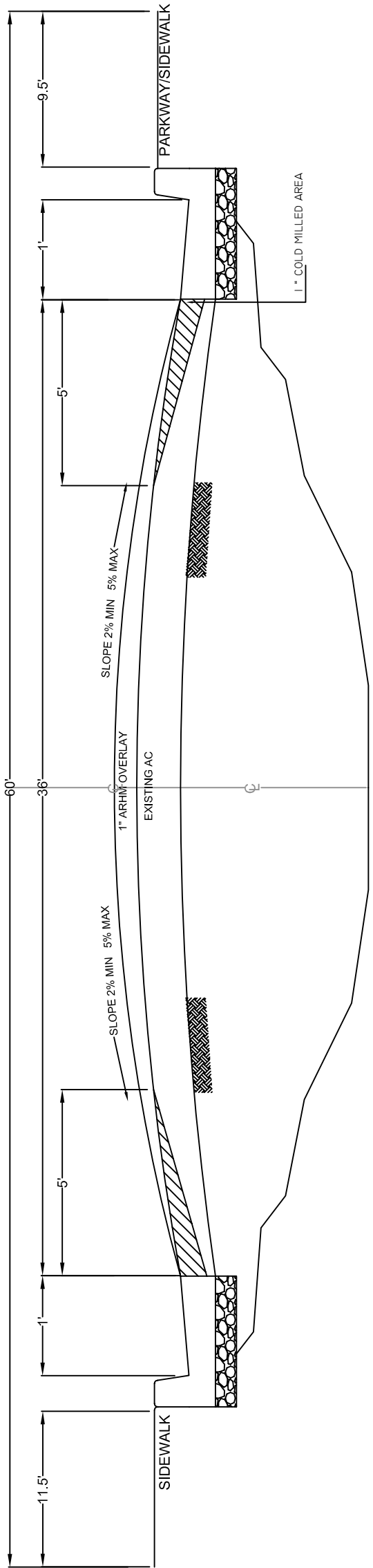


CONSTRUCTION NOTES

- 1 Cold Mill 1" AC Pavement.
- 2 Construct 1" thick ARHM Overlay per Detail "A."
- 3 Construct Curb Ramp with Truncated Domes
- 4 NOT USED
- 5 Remove and Replace Curb & Gutter per SPPWC 120-1
- 6 Remove and Replace Crossgutter with spandrel per SPPWC 122-1
- 7 Remove and Replace 4" thick PCC Sidewalk
- 8 Plant 24" Box Tree per City of San Fernando Standards. Species: Platanus X acerifolia (London Plane)

DISPOSITION NOTES

- 1) Adjust to Grade
- 2) Protect in Place



DETAIL "A"
TYPICAL SECTION

UNDERGROUND SERVICE ALERT

TWO WORKING DAYS BEFORE YOU DIG

REVISIONS			
REV.	DATE	BY	DESCRIPTION

Mamud Fahim, Civil Engineer Assistant II

DATE

Ying Kwan P.E., City Engineer

DATE

R.C.E. NO. 42418

EXP. DATE: 3/31/2018

SAN FERNANDO
HISTORIC & VISIONARY

CITY OF SAN FERNANDO

DEPARTMENT OF PUBLIC WORKS

South Huntington Street Improvements

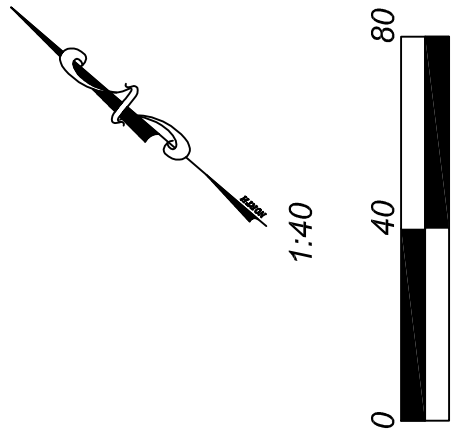
between San Fernando Rd and Hollister Street

PAVING PLAN

CDBG Project No. 601716-15

Project No. 7590, Plan No. P-719

SHEET NO.
2
OF
4

[illegible]

**ATTACHMENT "B"**
CONTRACT NO. 1828**CONSTRUCTION CONTRACT/AGREEMENT****TORO ENTERPRISES, INC.**

South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG
Project No. 601716-15 Plans (P-719) and Specifications (Job No. 7590)

THIS AGREEMENT, made and entered into this 29th day of June, 2016, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Toro Enterprises, Inc. "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG Project No. 601716-15 Plans (P-719) and Specifications (Job No. 7590)**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **South Huntington Street Improvements between San Fernando Road and Hollister Street, CDBG Project No. 601716-15 Plan No. P-719 and Job No. 7590** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated May 31, 2016.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of One Hundred Thousand Fifty-Nine Thousand Nine Hundred Fifty-Eight Dollars and No Cents (\$ 159,958.00).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-

CONSTRUCTION CONTRACT/AGREEMENT**South Huntington Street Improvements between San Fernando Road and Hollister Street,
CDBGProject No. 601716-15 Plans (P-719) and Specifications (Job No. 7590)**Page 2 of 10

like manner without interruption, and to complete the construction thereof within **twenty (20)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement. **Contractor understands this is a federally assisted construction project and Federal Labor Standards, including Davis-Bacon Act requirements, will be enforced. Contractor acknowledges that if Federal and State wage rates are applicable, then the higher of the two will prevail.**

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

CONSTRUCTION CONTRACT/AGREEMENT

**South Huntington Street Improvements between San Fernando Road and Hollister Street,
CDBGProject No. 601716-15 Plans (P-719) and Specifications (Job No. 7590)**

Page 3 of 10

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and

CONSTRUCTION CONTRACT/AGREEMENT**South Huntington Street Improvements between San Fernando Road and Hollister Street,
CDBG Project No. 601716-15 Plans (P-719) and Specifications (Job No. 7590)**Page 4 of 10

materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CONTRACTOR

BY _____

Title

BY _____

Title

CITY OF SAN FERNANDO
A Municipal Corporation

BRIAN SAEKI
CITY MANAGER

ATTEST:

ELENA G. CHAVEZ
CITY CLERK

APPROVED AS TO FORM:

RICK R. OLIVAREZ
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, TORO ENTERPRISES, INC.
as Principal, and _____ as Surety,
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of
_____ (\$_____) _____
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached
hereto, with the Owner dated _____ for _____
_____.

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants,
terms, conditions and agreements of said contract during the original term thereof, and any extensions
thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any
guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract
that may hereafter be made, then this obligation shall be void; otherwise this obligation shall remain in
full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or modification of the contract documents or of the work to be performed thereunder
shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such
changes, extensions of time; and alterations or modifications of the contract documents and/or of the
work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several
seals the _____ day of _____, 2016, the name and
corporate seal of each corporate party being hereto affixed and these presents duly signed by each
party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

(Title)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$_____ per thousand.

Total amount of premium charge is \$_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, TORO ENTERPRISES, INC.,
as Principal, and _____ as Surety,
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of
_____ (\$_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a contract, attached hereto, with the Owner dated _____ for _____.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$_____ per thousand.

Total amount of premium charge is \$_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that TORO ENTERPRISES, INC. as Principal, hereinafter called Contractor, and _____, licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligee, hereinafter called Owner, in the amount of _____ (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, TORO ENTERPRISES, INC as Contractor, has by written agreement dated _____, 2016, entered into a contract with Owner for South Huntington Street Improvements Between San Fernando Road and Hollister Street CDBG Project No. 601716-15, Project No. 7590, Plan No. P-719 in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of one year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal

within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the _____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

(Principal)

ATTEST:

(Address)

(By)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$_____ per thousand.

Total amount of premium charge is \$_____.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:



NOTICE OF INVITING BIDS
SOUTH HUNTINGTON STREET IMPROVEMENT
BETWEEN SAN FERNANDO ROAD AND HOLLISTER STREET
CDBG Project No. 601716-15, Job No. 7590, Plan No. P-719

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSAL DUE DATE: TUESDAY, MAY 31, 2016 – 11:00 AM

No.	Company Name	Address	Date and Time Received	Cost
1	EC Construction	2213 Chico Ave. El Monte, CA 91733	5/31/16 10:43 am	\$346,086
2	Hardy & Harper, Inc.	1312 E. Warner Ave. Santa Ana, CA 92705	5/31/16 10:46 am	\$176,000
3	All American Asphalt	PO Box 2229 Corona, 92878-2229	5/31/16 10:57 am	\$194,212
4	Palp Inc. DBA Excel Paving Co.	2230 Lemon Ave. Long Beach, CA 90806	5/31/16 10:57 am	\$232,877
5	Toro Enterprises Inc.	PO Box 6285 Oxnard, CA 93031	5/31/16 10:57 am	\$159,958
6				
7				
8				

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Nick Kimball, Finance Director

Date: June 29, 2016

Subject: Consideration to Adopt a Resolution Establishing a Retiree Health Savings Program and Approve Administrative Service Agreements with ICMA-RC to Provide Deferred Compensation and Retiree Health Savings Plan Administration

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7745 (Attachment "A") establishing a Retiree Health Savings Plan with ICMA-RC;
- b. Authorize the City Attorney to draft, review and finalize Deferred Compensation and Retiree Health Savings Plan Administrative Services Agreements with ICMA-RC; and
- c. Authorize the City Manager to execute the agreements and all documents necessary to implement the Deferred Compensation and Retiree Health Savings programs.

BACKGROUND:

1. The City offers an Internal Revenue Code (IRC) Section 457 deferred compensation plan to employees that wish to contribute into a pre-tax investment account to supplement retirement savings. The deferred compensation plan is offered through ICMA-RC, which has provided retirement plans and related services to the City since 1988.
2. In addition to 457 deferred compensation plans, ICMA-RC also offers a Retirement Health Savings plan, which is a tax-advantaged savings vehicle designed to meet health care expenses upon retirement of the participant.
3. As part of the recent negotiations with each bargaining unit, the City reduced the retiree medical benefits for employees hired after July 1, 2015 to the statutory minimum and replaced it with a monthly deposit into a Retirement Health Saving (RHS) account, ranging

Consideration to Adopt a Resolution Establishing a Retiree Health Savings Program and Approve Administrative Service Agreements with ICMA-RC to Provide Deferred Compensation and Retiree Health Savings Plan Administration.

Page 2 of 3

from \$50 to \$150 per month depending on bargaining unit. The City committed to establishing a RHS plan prior to June 30, 2016.

4. In September 2015, the City engaged Fiduciary Experts, LLC to review the current fee structure of the 457 deferred compensation plan and discuss establishment of a RHS plan with ICMA-RC.

ANALYSIS:

Fiduciary Experts, LLC's initial evaluation identified the administration fee (also called a "recordkeeper fee") charged to San Fernando plan participants is 0.55%, which is well above a typical administration fee of 0.38% to 0.40% based on benchmark plans similar to San Fernando's plan. Consequently, staff authorized Fiduciary Experts, LLC to enter into negotiations with ICMA-RC to reduce the administrative fee and discuss potential economies of scale if the City were to establish a RHS plan with ICMA-RC.

Fiduciary Experts, LLC was able to negotiate a reduction in administration fees for the 457 deferred compensation plan from 0.55% to 0.29% and an administration fee of 0.40% for a RHS plan. Both of these fees are very competitive and represent a significant savings to plan participants, resulting in more of each participant's money being invested and less being paid in administration fees.

To ensure that participants in San Fernando's deferred compensation and RHS plans continue to get competitive administration fees, the City has entered into an administrative contract with Fiduciary Experts, LLC to provide annual oversight services.

BUDGET IMPACT:

There is no budget impact associated with approving the agreement with ICMA-RC to continue to provide 457 deferred compensation plan administration services. Plan participants will have more of their contributions invested as less will be taken as an administration fee.

Funds are already included in the Adopted Fiscal Year (FY) 2015-2016 Budget and Proposed FY 2016-2017 Budget to fund the RHS contributions required by the various MOUs.

Consideration to Adopt a Resolution Establishing a Retiree Health Savings Program and Approve Administrative Service Agreements with ICMA-RC to Provide Deferred Compensation and Retiree Health Savings Plan Administration.

Page 3 of 3

CONCLUSION:

Approving the proposed agreements with ICMA-RC represents a significant savings for City employees that participate in the 457 deferred compensation program and will meet the City's obligation to establish a RHS plan for employees hired after July 1, 2015 in accordance with the MOUs.

ATTACHMENTS:

- A. Resolution No. 7745
- B. Current Administrative Services Agreement for 457 Deferred Compensation
- C. Retirement Health Savings Adoption Booklet

ATTACHMENT “A”**RESOLUTION NO 7745****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, ESTABLISHING A RETIREE
HEALTH SAVINGS PROGRAM WITH ICMA RETIREMENT
CORPORATION**

WHEREAS, the City of San Fernando has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings program for such employees serves the interests of the City by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in the personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City Council has determined that the establishment of the retiree health savings program serves the above objectives;

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

Section 1: The City hereby adopts the ICMA Retirement Corporation's VantageCare Retirement Health Savings Program ("Program") through the City's integral part trust ("Trust") and welfare benefits plan ("Plan").

Section 2: The assets of the Plan shall be held in trust, with the ICMA Retirement Corporation, serving as trustee, for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The City has executed the Declaration of Trust of the City of San Fernando Integral Part Trust made available by the ICMA Retirement Corporation.

Section 3: The Personnel Manager, or designee, shall be the coordinator and contact for the Program and shall receive necessary reports, notices, etc.

PASSED, APPROVED, AND ADOPTED this 29th day of June, 2016.

Robert C. Gonzales, 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 29th day of June, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

#1164

ICMA
RETIREMENT
CORPORATION

ATTACHMENT "B"

ADMINISTRATIVE SERVICES AGREEMENT

Type: 457
Account Number: 2881

**ICMA
RETIREMENT
CORPORATION**

Plan # 2881

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the 16 day of November 1993 (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the City of San Fernando ("Employer"), a(n) City organized and existing under the laws of the State of California with an office at 117 Macneil Street, San Fernando, California, 91340-2911.

Recitals

Employer acts as a public plan sponsor for a retirement plan ("Plan") with responsibility to obtain investment alternatives and services for employees participating in that Plan;

The ICMA Retirement Trust (the "Trust") is a common law trust governed by an elected Board of Trustees for the commingled investment of retirement funds held by state and local governmental units for their employees;

RC acts as investment adviser to the Trust; RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide". The Funds are available only to public employers and only through the Trust.

In addition to serving as investment adviser to the Trust, RC provides a complete offering of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

**ICMA
RETIREMENT
CORPORATION**

Plan # 2881

Agreements**1. Appointment of RC**

Employer hereby designates RC as Administrator of the Plan to perform all non-discretionary functions necessary for the administration of the Plan with respect to assets in the Plan deposited with the Trust. The functions to be performed by RC include:

(a) allocation in accordance with participant direction of individual accounts to investment Funds offered by the Trust;

(b) maintenance of individual accounts for participants reflecting amounts deferred, income, gain, or loss credited, and amounts disbursed as benefits;

(c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;

(d) communication to participants of information regarding their rights and elections under the Plan; and

(e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan.

2. Replacement of Employer Trust

RC and Employer are parties to a Trust Agreement entitled "Trust Agreement with the ICMA Retirement Corporation" (the "Employer Trust") for the administration of the Plan. The Employer hereby terminates the Employer Trust (not the Declaration of Trust of ICMA Retirement Trust) intending that this Administrative Services Agreement evidence the understandings between RC and the Employer with respect to the matters covered by it. Employer continues to be a party to the Declaration of Trust of the ICMA Retirement Trust and agrees that operation of the Plan and investment, management and disbursement of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to RC on a timely basis such information as is necessary for RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual

**ICMA
RETIREMENT
CORPORATION**

Plan # 2881

participant accounts to Funds in the Trust, and information as to the employment status of participants, and participant ages, addresses and other identifying information (including tax identification numbers). RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and RC shall not be responsible for any error arising from its reliance on such information. If within ninety (90) days after the mailing of any report, statement or accounting to the Employer or a participant, the Employer or participant has not notified RC in writing of any error or objection, such report, statement, or accounting shall be deemed to have been accepted by the Employer and the participants.

4. Certain Representations, Warranties, and Covenants

RC represents and warrants to Employer that:

(a) RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for RC to serve in that capacity.

(b) RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA- RC Services, Inc. (a wholly owned subsidiary of RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the National Association of Securities Dealers, Inc.

RC covenants with employer that:

(c) RC shall maintain and administer the Plan in compliance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code; provided, however, RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of RC's standardized plan document, RC shall not be responsible for the eligible status of the Plan to the extent affected by the differing terms in the Employer's plan document.

Employer represents and warrants to RC that:

(d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan

**ICMA
RETIREMENT
CORPORATION**

Plan # 2881

and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

5. Participation in Certain Proceedings

The Employer hereby authorizes RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Employer Plan. The Employer consents to the disbursement by RC of benefits that have been garnished or transferred to a former spouse, spouse or child pursuant to a domestic relations order.

6. Compensation and Payment

(a) Plan Administration Fee. The amount to be paid for plan administration services under this Agreement shall be 0.9% per annum of the amount of Plan assets invested in the Trust. Such fee shall be computed and paid at the end of each month on plan assets in the Trust at that time.

(b) Account Maintenance Fee. There shall be an annual account maintenance fee of \$18.00. The account maintenance fee is payable in full on January 1 of each year on each account in existence on that date. For accounts established after January 1, the fee is payable on the first day of the calendar quarter following establishment and is prorated by reference to the number of calendar quarters remaining on the day of payment.

(c) Compensation for Advisory Services to the Trust. Employer acknowledges that in addition to amounts payable under this Agreement, RC receives fees from the Trust for investment advisory services furnished to the Trust.

(d) Payment Procedures. All payments to RC pursuant to this Section 6 shall be paid out of the Plan Assets held by the Trust and shall be paid by the Trust. The amount of Plan Assets held in the Trust shall be adjusted by the Trust as required to reflect such payments.

7. Custody

Employer understands that amounts invested in the Trust are to be remitted directly to the Trust in accordance with instructions provided to Employer by RC and are not to be remitted to RC. In the event that any check or wire transfer is incorrectly labelled or transferred to RC, RC is authorized, acting on behalf of the transferor, to transfer such check or wire transfer to the Trust.

**ICMA
RETIREMENT
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8. Responsibility

RC shall not be responsible for any acts or omissions of any person other than RC in connection with the administration or operation of the Plan.

9. Term

This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other.

10. Amendments and Adjustments

(a) This Agreement may not be amended except by written instrument signed by the parties.

(b) The parties agree that compensation for services under this Agreement and administrative and operational arrangements may be adjusted as follows:

RC may propose an adjustment by written notice to the Employer given at least 60 days before the effective date of the adjustment and the notice may appear in disclosure documents such as Employer Bulletins and the Retirement Investment Guide. Such adjustment shall become effective unless, within the 60 day period before the effective date the Employer notifies RC in writing that it does not accept such adjustment, in which event RC shall be under no obligation to provide services under this Agreement.

(c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

11. Notices

All notices required to be delivered under this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) RC at 777 North Capitol Street, N.E., Suite 600, Washington, D.C. 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

12. Complete Agreement

This Agreement shall constitute the sole agreement between RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force

**ICMA
RETIREMENT
CORPORATION**

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and effect.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the inception Date first above written.

CITY OF SAN FERNANDO

by: *Daniel Acuna*
Signature/Date 11/16/93

DANIEL ACUNA, Mayor
Name and Title (Please Print)
Daniel Acuna, Mayor

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

by: *Stephen W. Nordhoff* 10-1-93
Stephen Wm. Nordhoff/Date
Corporate Secretary

ATTACHMENT “C”



VANTAGECARE

RETIREMENT HEALTH SAVINGS PROGRAM

ADOPTION BOOKLET



This adoption booklet contains useful information to help employers establish a VantageCare Retirement Health Savings Program. Section I includes information regarding key RHS features and instructions to adopt the Program. Section II includes the documents that must be returned to ICMA-RC. Section III includes documents that are not required to be returned to ICMA-RC.

- Section I: Adoption Information
 - Establishing Your VantageCare RHS Program
 - Description of VantageCare RHS Adoption Materials
- Section II: VantageCare RHS Adoption Documents to **Return** to ICMA-RC
 - Suggested Resolution for Adoption of the VantageCare RHS Program OR Suggested Affirmative Statement for Adoption of the VantageCare RHS Program
 - VantageCare RHS Adoption Agreement
 - VantageTrust II Participation Agreement (see the RHS VantageTrust II Adoption Materials document)
 - VantageCare RHS Implementation Data Form
 - ICMA-RC EZLink Access Form
 - Administrative Services Agreement (provided separately)
 - Sample Declaration of the Integral Part Trust
 - Sample Retiree Welfare Benefits Plan
- Section III: VantageCare RHS Adoption Documents to **Retain** in Your Files
 - IRS Private Letter Ruling on Integral Part Trust
 - Important Information on Welfare Plan Nondiscrimination Rules
 - RHS Enrollment/Contribution Process

Please retain a copy of all VantageCare RHS Adoption Documents for your records, including the documents that are being returned to ICMA-RC.

PLEASE NOTE

The information in this booklet only takes into account the federal tax rules related to ICMA-RC's VantageCare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *VantageCare Retirement Health Savings Adoption Agreement* comply with state and local requirements. The employer is responsible for determining that the investments selected for the welfare benefits plan utilized by the RHS Program fall within state and local requirements.



SECTION I:

INFORMATION AND INSTRUCTIONS FOR ESTABLISHING YOUR VANTAGECARE RETIREMENT HEALTH SAVINGS PROGRAM

INFORMATION AND INSTRUCTIONS FOR ESTABLISHING YOUR VANTAGECARE RETIREMENT HEALTH SAVINGS PROGRAM

Congratulations on your decision to establish a VantageCare Retirement Health Savings Program ("RHS Program," "RHS," or "the Program") for your employees. RHS allows governmental employers and employees to accumulate assets to pay for health insurance and out-of-pocket medical expenses in retirement. RHS has a number of advantages including tax-free contributions, tax-free investment earnings, and tax-free disbursements for eligible medical expenses for participants, their spouses and dependents. The RHS Program complies with the Internal Revenue Service guidance for Health Reimbursement Arrangements.

The steps needed to establish your RHS Program are outlined below.

1. Review the materials in this booklet to become familiar with the options available through the Program.
 - » Section I contains information and instructions on establishing your VantageCare RHS Program.
 - » Section II contains documents that must be completed and returned to ICMA-RC in order for your RHS Program to be established, including the VantageCare RHS Adoption Agreement, Implementation Data Form, and EZLink Access Form.
 - » Section III contains documents that you retain for your files, including a copy of the Private Letter Ruling obtained by ICMA-RC in conjunction with the original adopting RHS employer.

You have also been provided two copies of the Administrative Services Agreement: the contract between you and ICMA-RC for administration of the RHS Program. One copy of this Agreement must be returned to ICMA-RC along with your RHS adoption materials.

You may also want to review the materials included in the VantageCare RHS Employer Folder, available from your Retirement Plans Specialist or by calling our Plan Sponsor Services at 800-326-7272. These materials include the *Employer Question and Answer Brochure* and the *VantageCare Retirement Health Savings Plan Fund Options Sheet*.

2. Decide on your RHS design features, such as employee group coverage, contribution sources,

funding levels, benefit eligibility timing, and type of eligible medical expenses. You may need to meet with covered employee groups, including collectively bargained groups, as appropriate.

3. Prepare the required documents.
 - » Sample Declaration of Integral Part Trust
 - » Sample Retiree Welfare Benefits Plan (if one does not already exist)
 - » VantageCare RHS Adoption Agreement
 - » VantageTrust II Participation Agreement
 - » Implementation Data Form
 - » EZLink Access Form
 - » Administrative Services Agreement
 - » Governing Body Resolution or Affirmative Statement of Adoption

PLEASE NOTE

If you would like ICMA-RC to review your adoption materials prior to formal execution, please contact your Retirement Plans Specialist. This review may make your adoption more efficient, as any outstanding questions can be discussed prior to formal adoption.

Additional information on each required document is included later in this booklet.

4. Return the following executed documents to ICMA-RC.
 - » VantageCare RHS Adoption Agreement
 - » Implementation Data Form
 - » EZLink Access Form
 - » Administrative Services Agreement
 - » VantageTrust II Participation Agreement
 - » Governing Body Resolution or Affirmative Statement of Adoption
 - » Sample Declaration of the Integral Part Trust
 - » Sample Retiree Welfare Benefits Plan (if one does not already exist)

5. ICMA-RC will set up your RHS Program in our recordkeeping system and send you a New Plan Confirmation letter. At that point, you may hold employee education/enrollment meetings and help your employees begin saving for their retirement health costs.

PLEASE NOTE

At any point in the RHS Program adoption process, you should feel free to contact your Retirement Plans Specialist regarding design issues. You may be referred to a member of ICMA-RC's RHS Product Team for questions of a technical nature.

For questions on the adoption process itself, contact ICMA-RC's RHS New Business Analyst at 800-326-7272 for assistance.

Vantagecare RHS Adoption Materials

The following documents are required in order to establish your RHS Program and must be returned to ICMA-RC:

- Sample Declaration of Integral Part Trust
- Sample Retiree Welfare Benefits Plan
- VantageCare RHS Adoption Agreement
- VantageTrust II Participation Agreement
- Implementation Data Form
- EZLink Access Form
- Administrative Services Agreement
- Governing Body Resolution or Affirmative Statement of Adoption

VantageCare RHS Program Documents

The following three documents collectively comprise your VantageCare Retirement Health Savings Program.

Sample Declaration of Integral Part Trust

The Sample Declaration of Integral Part Trust is included in Section II.

If you do not already have an applicable postemployment benefit trust, the Sample Declaration of Integral Part Trust establishes the legal entity that will hold the assets you set aside to pay for your employees' retiree health benefits, and lays out the duties of the employer and Trustee with respect to the Trust.

If you do not wish to use the sample Declaration of Integral Part Trust provided by ICMA-RC, you may

draft an individually designed document in conjunction with your human resources or benefits counsel. However, if you do not use the sample trust document, or if you make changes to the sample document, your individually designed document must be reviewed and accepted by ICMA-RC prior to adoption of your RHS Program. This will ensure that your document meets the requirements for integral part trusts, and that ICMA-RC can administer all provisions of your RHS Program.

The sample trust document has been worded broadly to encompass any employer's RHS program. In most situations, as with your 457 and 401 retirement programs, the employer will act as Trustee. Some employers name the jurisdiction (e.g., City or County) as Trustee. Others name a particular position (e.g., Finance Director, Human Resources Manager) or a group (e.g., Deferred Compensation Committee, Retiree Health Committee) within the jurisdiction. When the employer is named as Trustee, the terms Administrator and Trustee in the Trust Declaration will refer to the employer. Each reference to the employer, Administrator, or Trustee refers to the employer acting in the appropriate capacity.

- In some cases, the employer names a third-party as Trustee (e.g., a bank). In this case, the term Administrator refers to the employer while Trustee refers to that third-party Trustee. Employers interested in using the services of a third-party trustee may contact your Retirement Plans Specialist or ICMA-RC's RHS New Business Analyst for information.

PLEASE NOTE

In no case can ICMA-RC act as Trustee for your Trust.

The sample Declaration of Integral Part Trust is not an agreement between you and ICMA-RC. The Declaration gives the employer (acting as Administrator) the ability to designate another entity (i.e., ICMA-RC) to perform administrative services for the RHS Program. The Administrative Services Agreement (see below) constitutes the contract between you and ICMA-RC for these services.

Return the completed sample trust document or your individually designed document to ICMA-RC.

Sample Retiree Welfare Benefits Plan

A sample Retiree Welfare Benefits Plan is included in Section II.

The sample Retiree Welfare Benefits Plan document identifies the underlying benefits available to the retiree such

as medical, dental, and long-term care coverage. You may wish to discuss with counsel whether existing personnel policies or memoranda of understanding may qualify as a welfare benefits plan document suitable for use in conjunction with your RHS Program.

If you do not already have a written retiree welfare benefits plan in place, you may use the sample Retiree Welfare Benefits Plan Document provided by ICMA-RC. If you wish, you may also draft a welfare benefits plan in conjunction with your human resources or benefits counsel. It can be a simple document, but it should be in writing in order for your employees to enjoy tax-free treatment of the benefits they receive. Your individually designed document must be reviewed and accepted by ICMA-RC prior to adoption of your RHS Program.

Return the completed sample Retiree Welfare Benefits Plan Document or your existing/individually designed document to ICMA-RC.

VantageCare RHS Adoption Agreement

The *VantageCare RHS Adoption Agreement* is included in Section II.

The Adoption Agreement specifies the details of how your welfare benefits plan will work. For example, the Adoption Agreement details participant eligibility requirements, sources of contributions, any restrictions on contributions, vesting provisions (if any), the types of benefits that will be funded by the Integral Part Trust, and procedures to be followed in case of the death of the participant.

Specific instructions for completion of the Adoption Agreement are provided in Section II.

Other RHS Adoption Materials

Additional documents required for RHS Program adoption include the following.

Implementation Data Form

The *Implementation Data Form* is included in Section II. This form provides ICMA-RC with the necessary contact information to set up your RHS Program.

EZLink Application

The EZLink Application is included in Section II.

This form provides ICMA-RC with information necessary to establish your account(s) on EZLink, ICMA-RC's web-based employer plan administration portal.

If you already use EZLink for your ICMA-RC provided 457 or 401 retirement plan, you need only complete Section 1 of the form.

Administrative Services Agreement

Two copies of the Administrative Services Agreement are provided separately with your other RHS adoption materials.

The Administrative Services Agreement is the contract between you and ICMA-RC for administration of the RHS Program. One signed copy must be returned to ICMA-RC. The other copy is for your files. Your RHS program cannot be implemented without an executed Administrative Services Agreement.

Governing Body Resolution or Affirmative Statement of Adoption

A sample resolution and a sample affirmative statement of adoption are included in Section II.

Your governing body may require the execution of a formal Resolution to adopt the RHS Program. Other jurisdictions may simply require an Affirmative Statement of Adoption. You may wish to speak with counsel to determine which action is required in your jurisdiction. ICMA-RC cannot make this determination for you.

PLEASE NOTE

The information in this Booklet only takes into account the federal tax rules related to ICMA-RC's VantageCare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *VantageCare Retirement Health Savings Adoption Agreement* comply with state and local requirements. The employer is responsible for determining that the investments selected for the welfare benefits plan utilized in the RHS Program fall within state and local requirements.

SPECIFIC INSTRUCTIONS FOR VANTAGECARE RHS ADOPTION MATERIALS

PLEASE NOTE

At any point in the RHS Program adoption process, you should feel free to contact your Retirement Plans Specialist regarding design issues. You may be referred to a member of ICMA-RC's RHS Product Team for questions of a technical nature.

For questions on the adoption process itself, contact ICMA-RC's RHS New Business Analyst at 800-326-7272 for assistance.

INSTRUCTIONS FOR SECTION II: ADOPTION DOCUMENTS TO RETURN TO ICMA-RC

Sample Resolution and Sample Affirmative Statement of Adoption

- Determine whether your jurisdiction requires a resolution to adopt the RHS Program, or if a less formal affirmative statement may be used.
- Review the appropriate sample document to ensure that it meets your local requirements.
- Complete and execute the document.
- Your RHS Plan number can be found on the Administrative Services Agreement.
- Return a copy of the executed document to ICMA-RC with your other RHS adoption materials.

PLEASE NOTE

If you do not use the sample resolution or affirmative statement of adoption, your individually designed adoption execution must include the following statements:

- That you are adopting the ICMA-RC's VantageCare Retirement Health Savings Program.
- That the assets of your welfare benefits plan shall be held in trust, with the employer (or other named third party trustee) acting as trustee, for the exclusive benefit of Plan participants and their survivors, and that the assets shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan.

- That you have executed a Declaration of Trust in the form of either the Sample Declaration of the Integral Part Trust provided by ICMA-RC or a trust provided by you.*
- The title of the trustee for your Trust.

**If you develop your own trust document, a copy must be provided to ICMA-RC for review prior to adoption of your RHS Program.*

VantageCare RHS Adoption Agreement

- Review the features available in the RHS Program.
- Determine the features that you wish to include in your Program.
- Complete the Adoption Agreement, using the detailed instructions included in Section II.

You may wish to consult with your benefits counsel and your ICMA-RC Retirement Plans Specialist on the various features available in the Adoption Agreement.

PLEASE NOTE

If you are amending an existing RHS Program, the Adoption Agreement is the only document that you need to complete and return to ICMA-RC. Please include a summary of changes you are making to your RHS Program in your cover letter when you return the completed amended Adoption Agreement to ICMA-RC.

VantageCare RHS Implementation Data Form

Complete the requested information regarding your RHS Program contacts. The following information should help you in completing the Implementation Data Form.

Primary Contact: Complete this section with the information for the individual responsible for day-to-day administration and processing of RHS transactions. ICMA-RC will contact this individual with general questions regarding your RHS Program, as well as questions regarding EZLink transmission of all items other than contributions (e.g., benefit eligibility dates).

Contribution Frequency: Check the box for the frequency you will use most often. If contributions will be sent only at separation from service or retirement, check "Other" and write "At Separation" in the blank space.

Contribution Contact: Please provide the information for the individual responsible for contribution remittances. If there are discrepancies in the EFT, check or wire amount remitted and the corresponding detail transmitted via EZLink, ICMA-RC will contact this individual to resolve the discrepancy. This individual should have access to all payroll/contribution information to ensure efficient processing of contributions and resolution of contribution questions.

Trustee Information: The title of the individual or group acting as Trustee for your Integral Part Trust is designated in your adopting resolution or affirmative statement of adoption. The individual you name in this section will receive reports on behalf of the Trustee (e.g., quarterly plan account statements, contribution confirmations, and confirmations for all reinvested dividends). See the "VantageCare RHS Program Documents" section on page I:3 for detailed information regarding naming of the Trustee for your Integral Part Trust. You may specify in this Section whether you wish both the employer and the Trustee to receive Plan reporting. If you wish only the Trustee to receive the reports, check the box as indicated. If you do not check the box, two sets of reports will be sent, one to the Primary Contact named in Section 2 and one to the Trustee named in this Section.

Billing (Fees) Contact: Please provide the information for the individual to whom questions regarding employer paid fees, if any, should be directed.

Contribution Frequency: Check the box or the frequency you will use most often. If contributions will be sent only at separation from service or retirement, check "Other" and write "At Separation" in the blank space.

First Contribution Date Following Implementation: Complete this blank with the expected first contribution remittance date. This is for informational purposes only, and does not need to be an exact date.

EZLink Access Form

EZLink is the required employer data medium for employers who adopt a VantageCare RHS Program.

- If you already use EZLink for other ICMA-RC sponsored programs, you need only complete Section 1. RHS access will be added for the individuals that already have EZLink access for your other programs.

- If you are new to EZLink, complete the entire form, following the instructions included on the form.

PLEASE NOTE

The *VantageCare RHS Employer Manual* contains detailed information on processing RHS transactions via EZLink. When your Program is established you will be contacted by an EZLink Specialist, who can answer all questions regarding transmission of data to ICMA-RC.

Administrative Services Agreement

You received two copies of a VantageCare RHS Administrative Services Agreement with your RHS Adoption materials. This document is located in the front cover booklet pocket.

- Review the Administrative Services Agreement, consulting with counsel if desired.
- Sign both copies.
- Retain one copy for your RHS files. Return the other original to ICMA-RC with your other adoption materials.

Upon receipt of all of your RHS adoption materials, ICMA-RC will review the documents for completeness and compliance with RHS Program requirements. Once the review is complete, and any outstanding questions are answered, ICMA-RC will send you a written confirmation letter and a customizable summary that may be provided to your employees during enrollment.

Sample Declaration of Integral Part Trust

- Review the sample Declaration of Integral Part Trust document. You may wish to review this document with counsel.
- Complete the title page of the sample Declaration of Integral Part Trust document with the name of the employer adopting the RHS Program.
- Complete the blanks on pages II:30 and II:32.
- Execute the Trust on page II:37. The employer and Trustee should sign. If the employer has been named Trustee, the employer should sign in both places as indicated.
- Return the executed sample Declaration of Integral Part Trust Document with your other RHS materials.

PLEASE NOTE

If you make revisions to the sample Declaration of Integral Part Trust Document and sample Retiree Welfare Benefits Plan, you must provide a copy to ICMA-RC for review prior to adoption of your RHS Program. This review will be expedited if you provide a "redlined" version of the document, indicating provisions that have been revised.

The PLR included in this Booklet is for your information. You may want to keep it with your other RHS materials.

Your use of ICMA-RC's Sample Declaration of the Integral Part Trust will provide you with comfort that the trust for your RHS Program is also within the IRS' requirements for integral part trusts.

Sample Retiree Welfare Benefits Plan

- Determine if you already have a welfare benefits plan in place that outlines the benefits available to your employees/retirees covered by the RHS Program. You may wish to review this with counsel to determine if existing personnel policies or memoranda of understanding may be used.
- If you do not have a welfare benefits plan in place, review the sample Retiree Welfare Benefits Plan. You may wish to review this document with counsel.
- Give the sample Plan a name, such as City of XYZ Retiree Welfare Benefits Plan, and put this name in the RHS Adoption Agreement, Article IV.
- Complete the blanks in the Preamble and Section 1.01.
- Complete the blanks in Section 2.09, "Plan Year". For purposes of RHS, most employers use a calendar year to coincide with the individual participant's tax year.
- Complete the blank in Section 9.12 with the name of the State you are located in.
- Execute the document by signing it as indicated.
- Return the executed sample Retiree Welfare Benefits Plan Document or your existing document with your other RHS materials.

PLEASE NOTE

The information in this Booklet only takes into account the federal tax rules related to ICMA-RC's VantageCare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the VantageCare Retirement Health Savings Adoption Agreement comply with state and local requirements. The employer is responsible for determining that the investments selected for the welfare benefits plan utilized in the RHS Program fall within state and local requirements.

**INSTRUCTIONS FOR SECTION III:
ADOPTION DOCUMENTS TO RETAIN IN
YOUR FILES**
Private Letter Ruling on Integral Part Trust

ICMA-RC obtained a Private Letter Ruling (PLR) from the Internal Revenue Service (IRS) approving the tax-exempt status of the integral part trust. This PLR was obtained in conjunction with the first adopting RHS employer in late 1999.



SECTION II:

ADOPTION DOCUMENTS TO RETURN TO ICMA-RC



SUGGESTED RESOLUTION FOR ADOPTION

AND

SUGGESTED AFFIRMATIVE STATEMENT OF ADOPTION

SUGGESTED RESOLUTION FOR ADOPTION
and
SUGGESTED AFFIRMATIVE STATEMENT OF ADOPTION
SUGGESTED RESOLUTION FOR ADOPTION OF THE
VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM

Plan Number: 8 _____

Name of Employer: _____ State: _____

Resolution of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings program for such employees serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health savings program (the "Program") serves the above objectives;

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby adopts the ICMA Retirement Corporation's VantageCare Retirement Health Savings Program ("Program") through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan").

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee (Select one):

- ☐ the Employer
- ☐ the following position within the Employer: _____
(insert title of individual acting as trustee)
- ☐ the following group or committee within the Employer: _____
(insert group or committee acting as trustee)
- ☐ the following third-party trustee: _____
(insert name of third-party trustee)

for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of Trust of the _____ Integral Part Trust in the form of: (Select one)

- ☐ The sample trust made available by the ICMA Retirement Corporation
- ☐ The trust provided by the Employer (executed copy attached hereto).

BE IT FURTHER RESOLVED, that the _____ shall be the coordinator and contact for the Program and shall receive necessary reports, notices, etc.

I, _____, Clerk of the _____ of _____, do hereby certify that the foregoing resolution, proposed by _____, was duly passed and adopted in the _____ of the _____ of _____, at a regular meeting thereof assembled this ____ day of _____, 20 ____, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal)

Clerk's Signature: _____

Clerk's Title: _____

SUGGESTED AFFIRMATIVE STATEMENT FOR ADOPTION OF THE VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM

Plan Number: 8 _____

Name of Employer: _____ State: _____

Affirmative Statement of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings program serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health savings program (the "Program") serves the above objectives;

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

ESTABLISH the Employer's ICMA Retirement Corporation's VantageCare Retirement Health Savings Program through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan"); and

SPECIFY that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee (Select one):

- ☐ the Employer
- ☐ the following position within the Employer: _____
(insert title of individual acting as trustee)
- ☐ the following group or committee within the Employer: _____
(insert group or committee acting as trustee)
- ☐ the following third-party trustee: _____
(insert name of third-party trustee)

for the exclusive benefit of the Plan participants and their survivors, and the assets of the plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of trust of the _____ Integral Part Trust in the form of: (Select one)

- ☐ The sample trust made available by the ICMA Retirement Corporation
- ☐ The trust provided by the Employer (executed copy attached hereto).

SPECIFY that the _____ shall be the coordinator and contact for the Plan and shall receive necessary reports, notices, etc.

DATE: _____

Title of Designated Agent

Signature

INSTRUCTIONS FOR COMPLETING THE VANTAGECARE RETIREMENT HEALTH SAVINGS ADOPTION AGREEMENT

The VantageCare Retirement Health Savings (RHS) Adoption Agreement (pages II:13 through II:18) specifies the details of how your RHS Program will operate. For example, the adoption agreement details employee eligibility requirements, sources of contributions, the level of contributions, vesting provisions (if any), the types of benefits that will be funded by the Trust, and procedures to be followed in case of the death of the employee. The following instructions outline how the adoption agreement should be completed. Any questions regarding the adoption agreement can be directed to your ICMA-RC Retirement Plans Specialist. You may also wish to consult with your benefits counsel.

RHS Plan Number

Please insert your RHS Plan number. The Plan number can be found on the front of your RHS Administrative Services Agreement included with your RHS adoption materials.

New Plan or Amendment to Existing Plan

Check the appropriate box to specify whether you are establishing a new RHS Plan or amending an existing Plan.

PLEASE NOTE

If you are amending an existing RHS Plan, please complete the entire Adoption Agreement, including items that are not being amended. When you send your amended document to us, please summarize the changes in your cover letter.

I. Employer Name and State

Enter the official name of the employer sponsoring the RHS Plan (e.g. City of City name) and your State.

III. Plan Dates

- A. Effective Date:** Enter the date your welfare benefits plan will become effective. The effective date determines the employees that may participate - employees that separate from service prior to the effective date may not participate.
- B. Plan Year:** Enter the annual accounting period for the RHS Program.

IV. Retiree Welfare Benefits Plan

Enter the name(s) of the welfare benefit plan(s) that will be funded through the Trust (e.g., City of City name Retiree Welfare Benefits Plan). If you do not already have a welfare benefits plan in place, a sample plan is provided in Section II of the booklet.

V. Eligible Groups, Participation, and Participant Eligibility Requirements

- A. Eligible Groups:** This section is used to designate the employee group(s) covered under your welfare benefits plan. The coverage group specified in your adoption agreement should correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents in effect in your state or locality.

Note: If you select different contribution arrangements for different eligibility groups, you are responsible for ensuring your RHS Program conforms with the welfare plan nondiscrimination rules.

One Plan vs Multiple Plans: If you intend to provide different program features that must be administered differently by ICMA-RC for different groups of employees, you must establish distinct RHS Plans and complete a separate adoption agreement for each group. Features that require separate plans are as follows:

- Vesting Schedule (Section VII.A.)
- Forfeiture Allocation Provision (Section VIII.)
- Permissible Medical Benefit Payments (Section X.)

PLEASE NOTE

You may want to establish separate RHS Plans even if separate plans are not required. For example, if you establish different benefit eligibility criteria in Section IX of the Adoption Agreement for different employee groups, you may want to establish separate plans for these groups in order to make plan administration simpler.

If the only difference in your plan is in the

contribution structure (e.g., types of contributions or contribution limitations), you may include all employee groups in one plan or establish separate plans. Some employers prefer to keep employee groups separate for payroll processing or collective bargaining reasons.

Welfare Plan Nondiscrimination Rules:

Please note that if the RHS Program covers non-collectively bargained employees, AND it provides for reimbursement of any medical expenses other than insurance premiums, the welfare plan nondiscrimination rules will apply. More information regarding these rules is available in the *VantageCare RHS Questions And Answers For Employers*, the *VantageCare RHS Employer Manual*, and the *VantageCare RHS Program Nondiscrimination Requirements* included in this package.

- B. Participation:** In accordance with IRS rules, the RHS Program requires participation of all employees in the covered group (Mandatory Participation). Employees may not opt out of participation as long as they are in the covered group(s) (current employees and future hires).

RHS employers may allow participants the option to permanently opt-out and waive future reimbursements from their RHS account, as allowed under IRS Notice 2013-54. If you wish to adopt this feature, please contact your Retirement Plan Specialist.

- C. Employee Eligibility:** If desired, you may specify a minimum period of service (e.g. 6 months) and/or minimum age (e.g. age 21) requirement. Employees that have not met these requirements may not join the plan under the Mandatory Participation.

VI. Contribution Sources and Amounts

This section defines the amount and types of contributions to your RHS Program.

A. Definition of Earnings

The definition of Earnings specified in this section will be used for purposes of all contribution types included in your RHS Plan:

- » direct employer contributions made as a percentage of earnings
- » mandatory contributions of employee compensation

B. Direct Employer Contributions and Mandatory Employee Contributions

You may choose to include the following contribution types in your RHS Plan:

- » direct employer contributions
- » mandatory contributions of employee accumulated unused leave
- » mandatory contributions of employee compensation, or
- » a combination of the above.

Employees participating in the RHS Plan will receive these contributions.

1. Direct employer contributions

Direct employer contributions can be made as a

- » percentage of earnings (Note: If you select contributions to be made based on a percentage of earnings, you should consult your benefits counsel to ensure your Plan conforms with the nondiscrimination rules.)
- » specific dollar amount each Plan year per participant, or
- » a discretionary amount to be determined each year.

Direct employer contributions may be contributed in a lump sum, each pay period, or under any schedule determined by the employer.

No FICA (Social Security and Medicare taxes) or federal income tax are payable at the time of contribution, and, if used for medical expenses of the participant, spouse or dependent, no FICA or federal income tax are payable at distribution. Where states follow federal income tax rules, state income taxes generally are not payable. Check with your state income tax department for additional information.

2. Mandatory Employee Compensation Contributions

Mandatory contributions of employee compensation can be used as a way to share responsibility for funding your retirement health plan with your employees.

You can establish a compensation contribution formula that best fits the needs of you and your covered employees. For example, mandatory compensation contributions may take the form of either a reduction in salary (e.g., 1% of compensation is contributed to the Plan) or a decrease in the annual pay plan or merit increase (e.g., 1% of a 3% pay plan adjustment is contributed to the Plan). Mandatory contributions of employee compensation are established by the employer – ***employees may not choose whether or not to make these contributions and they may not revise the contribution amount.***

No FICA (Social Security and Medicare taxes) or federal income tax are payable at the time of contribution, and, if used for medical expenses of the participant, spouse or dependent, no FICA or federal income tax are payable at distribution. Where states follow federal income tax rules, state income taxes generally are not payable. Check with your state income tax department for additional information.

3. Mandatory Employee Leave Contributions

Mandatory contributions of employee leave can be used as a way to share responsibility for funding your RHS Plan with your employees.

You can establish an unused leave contribution formula that best fits the needs of you and your covered employees. For example, you might require all accumulated leave in excess of a certain number of hours to be contributed to the RHS Plan on an annual basis. Mandatory contributions of employee accrued leave are established by the employer – ***employees may not choose whether or not to make these contributions and they may not revise the contribution amount.***

No FICA (Social Security and Medicare taxes) or federal income taxes are payable at the time of contribution, and, if used for medical expenses of the participant, spouse or dependent, no FICA or federal income taxes are payable at distribution. Where states follow federal income tax rules, state income taxes generally are not payable. Check with your state income tax department for additional information.

PLEASE NOTE

Direct employer contributions made as a percentage of earnings, mandatory contributions of employee compensation that are made as a percentage of earnings or a discretionary amount that varies from employee to employee, as well as mandatory contributions of accumulated leave may be subject to the nondiscrimination rules. See the discussion in the *RHS Program Nondiscrimination Requirements* included in this package, or contact your benefits counsel. RHS reimbursements that are considered to be "discriminatory" under these rules are reportable as taxable income to the retiree. See the *VantageCare RHS Employer Manual* for information on tax reporting of these payments.

C. Limits on Contributions

This section is used to establish an overall limitation on total contributions to each individual participant's RHS account, if you wish to do so. While this is not a requirement of the Program, you may do so to ensure that the RHS Program does not provide benefits in excess of reasonable benefits normally provided by such a welfare benefits plan. You may wish to speak with your benefits counsel.

You may limit total contributions to a specific percentage of earnings (as defined in this section) or a specific dollar amount. If you choose to place an overall limit on contributions, at the end of each plan year, you will test total contributions from all sources (direct employer and mandatory employee) against your limit for each participant account. Contributions in excess of the limitation should be returned to the Participant as compensation or leave as the case may be, and the Participant's Form W-2 should be adjusted accordingly for the year the compensation is returned.

Limits on each individual type of contribution (e.g., mandatory employee) are established within sections VI.A. and B.

RECORDKEEPING OF CONTRIBUTION TYPES

Note that the IRS considers direct employer contributions, mandatory accrued leave, and mandatory compensation contributions to be employer contributions. In other words, ***all contributions are considered to be employer contributions.*** However, ICMA-RC will recordkeep the direct employer contributions as a distinct source for participant reporting and vesting purposes. All other types of employee contributions -- mandatory accrued leave and mandatory employee compensation -- will be combined and shown as employee pre-tax contributions on participant statements.

The *VantageCare RHS Employer Manual* includes directions on how to report your contribution detail properly via EZLink.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule

You may place a vesting schedule on Direct Employer Contributions (Section VI.B.1). There is no minimum or maximum vesting period for the RHS Program. Examples of vesting schedules include:

- * 100% immediate vesting
- * cliff vesting (e.g., 100% vesting after 5 years of service)
- * graduated vesting (e.g., 10% vesting for each year of service with 100% vesting after 10 years)
- * vesting at retirement or some other specified event.

The RHS Plan default is 100% vesting for Direct Employer Contributions.

ICMA-RC will calculate vesting for each participant account if you choose a vesting schedule based on years of service. If you choose vesting at retirement or some other specified event, you will notify ICMA-RC via EZLink when 100% vesting occurs.

Mandatory employee contributions are always 100% vested.

B. Vesting Upon Certain Events

A participant's Direct Employer Contributions will automatically become 100% vested upon the Participant's

- * death
- * disability (as defined in Section IX.C)
- * retirement (as defined in Section VII.B.), and
- * attainment of benefit eligibility (as determined in Section IX).

You must define "retirement" for vesting purposes in this section.

PLEASE NOTE

If you establish benefit eligibility as separation from service, participants will become 100% vested in their Direct Employer Contributions immediately upon separation regardless of their years of service. If you do not wish for full vesting to occur at separation, you should establish benefit eligibility as an event other than separation from service (e.g., separation and a specific age, or one month after separation from service).

C. Rehired Employees

If an employee participating in RHS separates from service and is then rehired into a group covered by RHS, the service completed prior to the employee's first separation will not count for vesting purposes. The account balance, including any Direct Employer Contributions that were contributed prior to the first separation, will be subject to vesting as if the employee had no accumulated service.

If an employee became eligible to receive reimbursements from the RHS Program upon separation from services and is subsequently rehired as an employee, the participant must suspend his or her access to benefits under the RHS Program until he or she is again separated from service. Rehired employees generally are unable to request disbursements.

VIII. Forfeiture Provisions

All RHS Plans must contain a forfeiture provision, even if there is no vesting schedule on Direct Employer Contributions.

be used in three situations:

- Your RHS Plan includes direct employer contributions subject to vesting: when a participant separates from service prior to attaining full vesting, the nonvested assets will be forfeited and used as you direct in this Section.
- Upon the death of a participant: if there are no surviving spouse or dependents, remaining assets will revert to your Trust to be utilized as you direct in this Section. Note that as long as there is a surviving spouse or dependent, no forfeiture will occur.
- Permanent Opt Out and Waiver: if a participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, the Participant's account at the time of the waiver will be forfeited as you direct in this Section.

There are four forfeiture allocation methods:

- Forfeited amounts will be used to offset your direct employer contributions for the next and succeeding contribution cycles until the forfeitures are depleted.
- Forfeited amounts will be reallocated on an equal dollar basis among remaining plan participants.
- Forfeited amounts will be reallocated among remaining plan participants based on account balances.
- Forfeited amounts will revert to the employer to be used for any purpose. It is anticipated that few employers will choose this option, in order that RHS assets will continue to be used for the intended purpose of the welfare benefits plan for remaining participants.

Regardless of which forfeiture allocation method you choose, you must inform ICMA-RC at the time you wish to use the forfeited funds as outlined in the VantageCare RHS Employer Manual.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Program

A. General Benefit Eligibility

This section defines your primary benefit eligibility provision(s). You may designate eligibility at:

- Retirement (as defined in this Section or in

Section VII.B).

- Separation from service, with restrictions defined by the employer, if desired (e.g., separation from service and attainment of age 55). If no restrictions are desired, write "N/A" or "None" in the blank.
- Attainment of a certain age. (Note: Employers selecting benefit eligibility to begin upon an event other than separation from service or retirement may violate the Affordable Care Act's ("ACA") Prohibition on Annual and Lifetime Limits, unless the RHS Program is "integrated" with another health plan that satisfies the ACA's requirements.)
- A combination of retirement/separation from service and a certain age.

B. Termination Prior to General Benefit Eligibility

Use this section to specify benefit eligibility criteria for employees that separate from service prior to attaining the general benefit eligibility you have selected in Section A. For example, if your general benefit eligibility criterion requires employees to "retire" before they become eligible for benefits, you may have some employees that separate from service prior to "retirement;" in this situation, you need to designate a specific time for those early-separating employees to become eligible for benefits. You might specify immediate eligibility or a certain age (e.g. age 65 or the retirement age provided under your general pension program). If you do not specify benefit eligibility criteria in Section B., employees that leave employment prior to attainment of your general benefit eligibility may never attain benefit eligibility, and their account will not be available for use until the employee's death.

C. Benefit Eligibility at Disability

Your RHS-participating employees will automatically become eligible for medical benefit payments if they are disabled according to the definition chosen in this section. In all cases, you must notify ICMA-RC via EZLink when a participant is disabled under the definition you provide in this Section.

D. Benefit Eligibility at Death

Upon the death of the participating employee,

the surviving spouse and dependents will automatically become eligible for tax-free medical expense reimbursement. If there are no surviving spouse or dependents, the account balance will revert to the employer's RHS Trust to be reallocated as forfeitures in accordance with Section VIII of the VantageCare RHS Adoption Agreement. See Section XI.

PLEASE NOTE

If you include any non-insurance expenses as permissible medical benefit payments, you may need to perform welfare plan nondiscrimination testing. See the discussion in the *VantageCare RHS Program Nondiscrimination Requirements* included in this package or contact your benefits counsel.

X. Permissible Medical Benefit Payments

This section is used to designate the medical expenses that will qualify for reimbursement under your RHS Plan. You may offer reimbursement for all qualifying medical expenses as defined in Internal Revenue Code Section 213 (i.e. medical costs that would otherwise be deductible to the employee on his or her individual income tax return) other than (i) direct long-term care expenses, and (ii) expenses paid after December 31, 2010, for medicines or drugs which are not prescribed drugs (other than insulin).

Alternatively, you may allow reimbursement of only specific types of medical expenses. For example, reimbursements may be made available only for health insurance premiums, COBRA premiums, Medicare supplemental insurance premiums, dental insurance premiums, out-of-pocket medical costs, qualified long-term care insurance, etc. You may allow reimbursement for only one benefit, or for any combination of qualifying medical costs. Information about what constitutes a qualifying medical expense can be found in IRS Publication 502, Medical and Dental Expenses (available on the IRS website at <http://www.irs.gov/>).

Note: Under current IRS rules, direct long-term care expenses may not be reimbursed through your RHS Program. However, qualifying long term care insurance premiums are an allowable expense.

PLEASE NOTE

Each of the medical expense types listed under the second check box option are included in "All Medical Expenses" (the first check box). If you intend to include all qualifying medical expenses in your plan's reimbursement rules, you should check the first box, rather than checking every item in the second check box.

XI. Benefits After the Death of the Participant

This section defines the treatment of the participant's account balance at death.

A. Surviving Spouse and/or Surviving Dependents

Upon the death of the participant, the surviving spouse and/or surviving eligible dependents are immediately eligible to maintain the account and utilize it only for the purpose of reimbursing eligible medical benefits.

When a participant dies, ICMA-RC must be notified by the filing of the *VantageCare RHS Decedent Information Form*. ICMA-RC will maintain the Participant's account for the benefit of the spouse and dependents and move all funds into Dreyfus Cash Management fund* (or another default investment fund named by the employer). The transferee may move the money into other investments once the new account has been established.

If the deceased participant's account balance is not fully depleted upon the death of the surviving spouse, remaining dependents may continue to use the account. Upon the death of all eligible dependents, the account balance will revert in accordance with the employer's election under Section VIII of the *VantageCare RHS Adoption Agreement*.

B. No Surviving Spouse or Dependents

If there are no surviving spouse or dependents, the account balance will revert to the employer's RHS Trust to be reallocated as forfeitures under Section VIII.

*An investment in the Dreyfus Cash Management money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund. Investors should consider the investment objectives, risks, charges, and expenses of the fund carefully before investing. You may visit us at www.icmarc.org or call 800-669-7400 to obtain a prospectus that contains this and other information about the fund. Read the prospectus carefully before investing.

When a participant dies, ICMA-RC must be notified by the filing of the *VantageCare RHS Decedent Information Form*.

XII. Other Provisions

This section defines other provisions of the RHS Program, including:

- ✦ RHS Program administration must be accomplished via ICMA-RC's EZLink System.
- ✦ RHS Program fee payment.
- ✦ Definition of dependent.
- ✦ Employer responsibilities for tax reporting and remittance for payments deemed taxable under the nondiscrimination rules.

XIII. Employer Acknowledgements

- A. This section acknowledges that the employer understands the significance of completing the Adoption Agreement properly to safeguard the tax-free status of the contributions and distributions from the Program.
- B. If you have policies or procedures (such as Memoranda of Understanding or Personnel Policies) referenced in this document that you wish to be a part of the RHS Program, you should check the box in this section, indicating that you are attaching these documents as part of your Employer Signature Plan.

After you have completed the Adoption Agreement, it should be signed and returned to ICMA-RC with the other documents outlined in VantageCare RHS Adoption Materials on page I-3.

PLEASE NOTE

The information in this Booklet only takes into account the federal tax rules related to ICMA-RC's VantageCare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *VantageCare Retirement Health Savings Adoption Agreement* comply with state and local requirements. Employer is responsible for determining that the investments selected for the welfare benefits plan utilized by RHS fall within state and local requirements.



**EMPLOYER VANTAGECARE
RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT**

EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN ADOPTION AGREEMENT

Plan Number: 8 _____

Select as applicable: ☐ Standalone RHS ☐ Integrated RHS ☐ Amendment to Existing Plan ☐ New Plan (see NOTE below)

NOTE: (For existing employers only): Check here ☐ if you want ICMA-RC to use existing plan contact information for this new plan setup. Otherwise, if contact information has changed, please complete and return the Implementation Data Form found on pg. II:31 along with the adoption materials.

Employer Retirement Health Savings Plan Name: _____

I. Employer Name: _____ State: _____

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Effective Date of the Plan: _____

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: _____

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the VantageCare Retirement Health Savings Plan (check all applicable boxes):

- ☐ All Employees
- ☐ All Full-Time Employees
- ☐ Non-Union Employees
- ☐ Public Safety Employees – Police
- ☐ Public Safety Employees – Firefighters
- ☐ General Employees
- ☐ Collectively-Bargained Employees (Specify unit(s)) _____
- ☐ Other (specify group(s)) _____

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan or funding under this VantageCare Retirement Health Savings Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is _____ (write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is _____ (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts**A. Definition of Earnings**

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: _____

B. Direct Employer Contributions and Mandatory Contributions**1. Direct Employer Contributions**

The Employer shall contribute on behalf of each Participant

- ☐ _____ % of Earnings
- ☐ \$ _____ each Plan Year
- ☐ A discretionary amount to be determined each Plan Year
- ☐ Other (describe): _____

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- ☐ Reduction in Salary - _____ % of Earnings or \$ _____ will be contributed for the Plan Year.
- ☐ Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- ☐ Accrued Sick Leave _____
- ☐ Accrued Vacation Leave _____
- ☐ Other (specify type of leave) Accrued _____ Leave

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

- ☐ There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.
- ☐ _____ % of earnings*
- *Definition of earnings: ☐ Same as Section VI.A. ☐ Other
- ☐ \$ _____ for the Plan year.

See Section V.B. for a discussion of nondiscrimination rules that may apply to non-collectively bargained self-insured Plans.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

- ☐ The account is 100% vested at all times.
- ☐ The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.**

*Definition of retirement includes a separation from service component and is further defined by (check one):

- ☐ The primary retirement plan of the Employer
- ☐ Separation from service
- ☐ Other _____

- C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.**

VIII. Forfeiture Provisions

Upon separation from the service of the Employer prior to attainment of benefit eligibility (as outlined in Section IX), or upon reversion to the Trust of a Participant's account assets remaining upon the participant's death (as outlined in Section XI), a Participant's non-vested funds shall (check one box):

- ☐ Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).*
- ☐ Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.*
- ☐ Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.*
- ☐ Revert to the Employer via check.

** If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to employer's forfeiture account for further direction from the employer. If there are participants without a balance who should receive forfeiture assets, please provide alternative instructions to ICMA-RC on the forfeiture reallocation notice.*

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Plan**A. A Participant is eligible to receive benefits:**

- ☐ At retirement only (also complete Section B.)

Definition of retirement:

- ☐ Same as Section VII.B.

- ☐ Other _____

- ☐ At separation from service with the following restrictions

- ☐ No restrictions

- ☐ Other _____

B. Termination prior to general benefit eligibility: In case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

- ☐ Immediately upon separation from service

- ☐ Other _____

C. A Participant that becomes totally and permanently disabled

- ☐ as defined by the Social Security Administration

- ☐ as defined by the Employer's primary retirement plan

- ☐ other _____

will become immediately eligible to receive medical benefit payments from his/her VantageCare Retirement Health Savings Plan account.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.**X. Permissible Medical Benefit Payments**

Benefits eligible for reimbursement consist of:

- ☐ All Medical Expenses eligible under IRC Section 213* other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin).
- ☐ The following Medical Expenses eligible under IRC Section 213* other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin). Select only the expenses you wish to cover under the VantageCare Retirement Health Savings Plan:
- ☐ Medical Insurance Premiums
- ☐ Medical Out-of-Pocket Expenses*
- ☐ Medicare Part B Insurance Premiums
- ☐ Medicare Part D Insurance Premiums

- ☐ Medicare Supplemental Insurance Premiums
- ☐ Prescription Drug Insurance Premiums
- ☐ COBRA Insurance Premiums
- ☐ Dental Insurance Premiums
- ☐ Dental Out-of-Pocket Expenses*
- ☐ Vision Insurance Premiums
- ☐ Vision Out-of-Pocket Expenses*
- ☐ Qualified Long-Term Care Insurance Premiums
- ☐ Non-Prescription medications allowed under IRS guidance*
- ☐ Other qualifying medical expenses (describe)*

* See Section V.A. for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured Plans.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

The surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the account and utilize it to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into Dreyfus Cash Management fund* (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

**An investment in the Dreyfus Cash Management money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund. Investors should consider the investment objectives, risks, charges, and expenses of the fund carefully before investing. You may visit us at www.icmarc.org or call 800-669-7400 to obtain a prospectus that contains this and other information about the fund. Read the prospectus carefully before investing.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert to the Plan to be applied as specified in Section VIII.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert to the Plan to be applied as specified in Section VIII.

XII. The Plan will operate according to the following provisions:

A. Employer Responsibilities

1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification and benefit eligibility notification.

B. Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

- C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).
- D. An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

XIII. Employer Acknowledgements

- A. The Employer hereby acknowledges it understands that failure to properly fill out this Employer VantageCare Retirement Health Savings Plan Adoption Agreement may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.
- B. ☐ Check this box if you are including supporting documents that include plan provisions.

EMPLOYER SIGNATURE

By: _____	Date: _____
Title: _____	
Attest: _____	Date: _____
Title: _____	



RHS VANTAGETRUST II ADOPTION MATERIALS

RHS VANTAGETRUST II ADOPTION MATERIALS

The VantageCare Retirement Health Savings ("RHS") Program makes available for investment the VantageTrust II Funds ("VT II Funds"), a Collective Investment Trust ("CIT"). A CIT is designed to facilitate investment management by combining assets from eligible investors into a single investment portfolio (or fund) with a specific investment strategy.

To access the VT II Funds, you must adopt VT II by executing the VantageTrust II Participation Agreement and returning it along with the completed documents from the RHS Program Adoption Book.

Prior to executing the agreement, please review the following information:

- **VantageTrust II Participation Agreement**: Review and execute this agreement in order to adopt VT II and become eligible to invest in VT II Funds.
- **VantageTrust II Declaration of Trust**: The governing document for the operation of VT II. Please review and retain a copy for your records.
- **VantageCare Retirement Health Savings Plan – VantageTrust II Investment Options**: Key information regarding each VT II Fund available to the RHS plan, including fund objective, strategies, asset allocation ranges, risks, and expenses.
- **VantageTrust II Disclosure Memorandum**: Additional information regarding VT II and the operation of the funds it makes available to investors.



RHS IMPLEMENTATION DATA FORM



VantageCare Retirement Health Savings Implementation Data Form – Page 1 of 3

Instructions to Employer: Provide necessary information to establish your plan properly.

1 GENERAL INFORMATION

Employer Plan Number: _____ Employer's Full Name: _____
 Street Address: _____
 City: _____ State: _____ Zip Code: _____
 Employer's Federal Tax Identification Number: _____

2 PRIMARY CONTACT INFORMATION

This person is responsible for the day-to-day administration and processing of RHS transactions. This is the person we call if general questions arise concerning your RHS plan. **Note: the Primary Contact will be used if any contact designations are left blank.**

Contact Name: _____
 Title: _____
 Telephone #: _____ Fax #: _____
 Email Address: _____

3 CLAIMS CONTACT INFORMATION

This person(s) will be responsible for coordinating with the RHS plan third-party claim administrator.

1. Contact Name: _____
 Title: _____
 Telephone #: _____ Fax #: _____
 Email Address: _____

2. Contact Name: _____
 Title: _____
 Telephone #: _____ Fax #: _____
 Email Address: _____



VantageCare Retirement Health Savings Implementation Data Form – Page 2 of 3

4 CONTRIBUTION/EZLINK CONTACT INFORMATION

This person is responsible for sending contributions to ICMA-RC. If there are discrepancies in the contribution amount received and the corresponding detail transmitted via EZLink, this is the person we will contact to resolve the issue. This person should have access to all payroll/contribution information.

Contact Name:

Title:

Telephone #:

() - - - - -

Fax #:

() - - - - -

Email Address:

5 TRUSTEE CONTACT INFORMATION

If your state or local law requires a resolution, the title of this person is designated in the resolution. If a different person obtains the same title, you may use this form to update the name change. This person will receive all quarterly statements as well as confirmations for each contribution received and confirmations for all reinvested dividends.

Contact Name:

Title:

Telephone #:

() - - - - -

Fax #:

() - - - - -

Email Address:

6 BILLING (FEES) CONTACT INFORMATION

If ICMA-RC charges any employer paid fees to your account, this person will receive the invoices.

Contact Name:

Title:

Telephone #:

() - - - - -

Fax #:

() - - - - -

Email Address:



VantageCare Retirement Health Savings Implementation Data Form – Page 3 of 3

7 DEFAULT INVESTMENT OPTION

Default Fund for Investment Allocations:

The default fund will be used if a participant does not provide valid allocation instructions (i.e., no allocation is provided, the allocation percentages do not total 100%, or one or more funds that are not available to the plan are selected).

If you do not make an election in this section, the VantageTrust II® Vantagepoint Milestone Fund with the target date closest to a participant's 60th birthday will be used as your plan's default option.

You may select the "Custom Default" option if you would like to use a fund (or funds) other than the Milestone Funds as your plan's default option. Please see ICMARC's Standard Plan Fund Lineup for RRS at www.icmarc.org to complete this section.

Note: Prior to selecting the "Custom Default" option, employers should carefully review the Department of Labor's final regulations on qualified default investment alternatives (QDIAs). More information is available online at www.dol.gov or www.icmarc.org/ppa.

Default Fund for Investment Allocations (Select one option):

- ☐ The Milestone Funds (Default) with a target retirement age of:
- ☐ Age 60 (Default)
- ☐ Age _____ (input the target retirement age to be used for your plan)
- ☐ Custom Default (List the fund name(s) and percentage(s) that will be used as the plan's default investment option):

Fund Name	Percentage
_____	_____
_____	_____
_____	_____
_____	_____

Target retirement age for custom target-date funds (select one option):

- ☐ Age 60 (Default)
- ☐ Age _____ (input the target retirement age to be used for your plan)

* RRS plans established before April 22, 2016 with the Milestone Funds as the plan default fund, use the Vantagepoint Milestone Funds.

8 PLAN IMPLEMENTATION INFORMATION

Contribution Frequency: (check one):

- ☐ Bi-weekly ☐ Monthly ☐ Quarterly
- ☐ Weekly ☐ Semi-monthly ☐ Annually

Contribution Deposit Method:

- ☐ Wire ☐ ACH

First Contribution Date Following Implementation: ____/____/____ (mm/dd/yyyy).

Number of Eligible Employees: _____



EZLINK ACCESS FORM



EZLink Access Form

EZLink gives you electronic access to a wide range of plan specific information, transaction processing capabilities and keeps you up-to-date on the latest in plan changes. As a user, you can access the information you need, when you need it. To access EZLink, visit www.icmarc.org/ezlink.

Who should use the EZLink Access form?

Use this form to request a new user, and to update or remove an existing user.

Instructions

1. Primary Contact Information:

Please provide the name of the person who is designated as the primary contact. This person will need to sign this form to authorize access. If you want to verify your primary contact, please call Plan Sponsor Services at 1-800-326-7272 between 8:30 a.m. and 7:30 p.m. Eastern Time. Primary contact User ID and password will be created with full access.

2. EZLink User Information:

To request a new User ID — check the Add New User ID box and enter the user information. The email address and access options are required.

To update an existing User ID — check the Update User ID box, enter the User ID and select all the access the user should have.

To remove an existing User ID — check the Remove User ID box to remove all access.

Access Options:

Balance Inquiry — This provides the user the ability to view plan and participant information including balances, investment allocations, statements and reports.

Enrollments/Rehire — This provides the user the ability to manually enroll and rehire participants. This is often used when enrolling or rehiring a few participants.

Participant Changes — This provides the user the ability to manually update participant information such as name, address, marital status, title, and termination date. This is often used when enrolling or hiring a few participants.

File Transfer — This provides the user the ability to submit contributions and loan repayments on-line using a prior payroll or ICMA-RC approved pre-formatted file.

Participant Data Transfers — This provides the user the ability to submit an ICMA-RC approved pre-formatted file of participant indicative data, which includes enrollments, rehires, maintenance changes and terminations, and view a participant transaction detail report.

3. Primary Contact Approval:

Please have the *Primary Contact* sign and date this *EZLink Access Form*.

Please fax your completed EZLink Access Form to the Workflow Management Team at 202-682-6439.



EZLINK ACCESS FORM — PAGE 1 OF 2

Plan Name: _____

Plan Number(s): _____

(All plan numbers must be listed to avoid processing delays.)

1

Primary Contact Information

Primary Contact Name: _____

Primary Contact Title: _____

Email Address: _____

Daytime Phone Number: (____) _____ - _____

2

EZLink User Information

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (____) _____ - _____

Access Options (You must select either yes or no for each access option):Balance Inquiry ☐ Yes ☐ No File Transfer ☐ Yes ☐ NoEnrollments/Rehire ☐ Yes ☐ No Participant Data Transfers ☐ Yes ☐ NoParticipant Changes ☐ Yes ☐ NoSelect One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (____) _____ - _____

Access Options (You must select either yes or no for each access option):Balance Inquiry ☐ Yes ☐ No File Transfer ☐ Yes ☐ NoEnrollments/Rehire ☐ Yes ☐ No Participant Data Transfers ☐ Yes ☐ NoParticipant Changes ☐ Yes ☐ NoSelect One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (____) _____ - _____

Access Options (You must select either yes or no for each access option):Balance Inquiry ☐ Yes ☐ No File Transfer ☐ Yes ☐ NoEnrollments/Rehire ☐ Yes ☐ No Participant Data Transfers ☐ Yes ☐ NoParticipant Changes ☐ Yes ☐ No



EZLINK ACCESS FORM — PAGE 2 OF 2

3

EZLink User Information
(continued)

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry ☐ Yes ☐ No File Transfer ☐ Yes ☐ No

Enrollments/Rehire ☐ Yes ☐ No Participant Data Transfers ☐ Yes ☐ No

Participant Changes ☐ Yes ☐ No

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry ☐ Yes ☐ No File Transfer ☐ Yes ☐ No

Enrollments/Rehire ☐ Yes ☐ No Participant Data Transfers ☐ Yes ☐ No

Participant Changes ☐ Yes ☐ No

4

Primary Contact Approval

ICMA-RC considers participant information to be highly confidential, and we go to great lengths to avoid breaching that confidentiality. For this reason, ICMA-RC cannot be responsible for (i) negligent or intentional misuse of the password by the municipality's officers, employees, agents or contractors, (ii) a breach of confidentiality that may occur as a result of such negligent or intentional misuse of the password, or (iii) a breach of confidentiality that may occur as a proximate result of the municipality's access to the participant database. If the municipality uses EZLink online transaction processing, please remember to review all financial information you have entered for your participants, as ICMA-RC is not responsible for incorrect data transmitted by the municipality. ICMA-RC recommends that you encourage all participants to review confirmations for accuracy. **EZLink User IDs that have not been used within a consecutive eighteen month period will be systematically deleted to further protect the security of your plan and participant data.**

ICMA-RC's website is normally available 24 hours a day, seven days a week. However, service availability is not guaranteed. Neither ICMA-RC or its affiliates, the VantageTrust Company, nor The Vantagepoint Funds will be responsible for any loss (or forgone gain) you may incur as a result of service being unavailable.

Please signify your agreement to these terms by signing in the space indicated below. We will provide you with User ID(s) and Password(s) to begin using EZLink. Should you have questions, please call our EZLink Team at 1-800-326-7272.

Agreed: _____ Date: _____

Print your name: _____

For ICMA-RC Internal Use Only:

EZLink Primary _____ NBS _____ EZLink QA _____ Data Security _____



DECLARATION OF TRUST OF THE

NAME OF EMPLOYER

INTEGRAL PART TRUST

DECLARATION OF TRUST OF THE

(NAME OF EMPLOYER) INTEGRAL PART TRUST

Declaration of Trust made as of the _____ day of _____, 20____, by and between the _____, _____ a _____
(Name of Employer) (State) (Type of Entity)
 (hereinafter referred to as the "Employer") and _____ or its designee (hereinafter referred to as the "Trustee").
(Name or Title of Trustee)

RECITALS

WHEREAS, the Employer is a political subdivision of the State of _____ exempt from
(State)
 federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer provides for the security and welfare of its eligible employees (hereinafter referred to as "Participants"), their Spouses and Dependents by the maintenance of one or more post-retirement welfare benefit plans, programs or arrangements which provide for life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans (collectively the "Plan"); and

WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist Participants, their Spouses and Dependents by making contributions to and accumulating assets in the trust, a segregated fund, for post-retirement welfare benefits under the Plan; and

WHEREAS, the authority to conduct the general operation and administration of the Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the trust specified in this sample Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income of the Plan for the exclusive benefit of Plan Participants, their Spouses and Dependents;

NOW, THEREFORE, the parties hereto do hereby establish this trust, by executing the sample

Declaration of Trust of the _____ Integral Part Trust (hereinafter referred
(Name of Employer)
 to as the "Trust"), and agree that the following constitute the sample Declaration of Trust (hereinafter referred to as the "Declaration"):

ARTICLE I

Definitions

1.1 Definitions. For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.

- (a) **"Account"** means the individual recordkeeping account maintained under the Plan to record the interest of a Participant in the Plan in accordance with Section 7.3.
- (b) **"Administrator"** means the Employer or the entity designated by the Employer to carry out administrative services as are necessary to implement the Plan.
- (c) **"Beneficiary"** means the Spouse and Dependents, who will receive any benefits payable hereunder in the event of the Participant's death. In the case where there is no Spouse or Dependents, any amount of contributions, plus accrued earnings thereon, remaining in the Account must revert in accordance with the Employer's election under Section VIII of the VantageCare RHS Adoption Agreement.
- (d) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.
- (e) **"Dependent"** means (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- (f) **"Investment Fund"** means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be separately invested as herein provided. The Trustee shall not be required to select any Investment Fund.
- (g) **"Nonforfeitable Interest"** means the interest of the Participant or the Participant's Spouse and Dependent (whichever is applicable) in the percentage of Participant's Employer's contribution which has vested pursuant to the vesting schedule specified in the Employer's Plan. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in the Participant's own contributions.
- (h) **"Spouse"** means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married.
- (i) **"Trust"** means the trust established by this Declaration.
- (j) **"Trustee"** means the Employer or the person or persons appointed by the Employer to serve in that capacity.

ARTICLE II

Establishment of Trust

2.1 The Trust is hereby established as of the date set forth above for the exclusive benefit of Participants, their Spouses and Dependents.

ARTICLE III

Construction

- 3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of _____.
- 3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.
- 3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

ARTICLE IV

Benefits

- 4.1 **Benefits.** This Trust may provide benefits to the Participant, the Participant's Spouse and Dependents pursuant to the terms of the Plan.
- 4.2 **Form of Benefits.** This Trust may reimburse the Participant, his Spouse and Dependents for insurance premiums or other payments expended for permissible benefits described under the Plan. This trust may reimburse the Employer, or the Administrator for insurance premiums.

ARTICLE V

General Duties

- 5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Plan in the Trustee's name as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.
- 5.2 It shall be the duty of the Employer, subject to the provisions of the Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions and Participants' contributions under the Plan and to inform the Trustee in writing as to the identity and value of the assets titled in the Trustee's name hereunder and to keep accurate books and records with respect to the Participants of the Plan.

ARTICLE VI

Investments

- 6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.
- 6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer (or Participants or their Spouses and Dependents to the extent provided herein) the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:
 - (a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;

- (b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;
- (c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
- (d) At the direction of the Employer (or Participants, their Spouses, their Dependents, or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.

6.3 Notwithstanding anything to the contrary herein, the assets of the Plan shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, the Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.

6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.

6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.

6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

ARTICLE VII

Contributions

- 7.1 **Employer Contributions.** The Employer shall contribute to the Trust such amounts as specified in the Plan or by resolution.
- 7.2 **Accrued Leave.** Contributions up to an amount equal to the value of accrued sick leave, vacation leave, or other type of accrued leave, as permitted under the Plan. The Employer's Plan must provide a formula for determining the value of the Participant's contribution of accrued leave. The Employer's Plan must contain a forfeiture provision that will prevent Participants from receiving the accrued leave in cash in lieu of a contribution to the Trust.
- 7.3 **Accounts.** Employer contributions, including mandatory Participant contributions, and contributions of accrued leave, all investment income and realized and unrealized gains and losses, and forfeitures allocable thereto will be deposited into an Account in the name of the Participant for the exclusive benefit of the Participant, his Spouse and Dependents. The assets in each Participant's Account may be invested in Investment Funds as directed by the Participant (or, after the Participant's death, by the Spouse or Dependents) or the Employer, as required under the Plan, from among the Investment Funds selected by the Employer.
- 7.4 **Receipt of Contributions.** The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.
- 7.5 No amount in any Account maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer, the Trustee, any Participant, his Spouse, or Dependent.
- 7.6 Upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

ARTICLE VIII

Other Plans

If the Employer hereafter adopts one or more other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates the Trust hereby created as part of such other plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such other plan or plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other plans as having the authority to control and manage the operation and administration of such other plan.

ARTICLE IX

Disbursements and Expenses

- 9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of the Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.6), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of the Participants, their Spouses and Dependents pursuant to the provisions of the Plan.
- 9.2 All payments of benefits under the Plan shall be made exclusively from the assets of the Accounts of the Participants to whom or to whose Spouse or Dependents such payments are to be made, and no person shall be entitled to look to any other source for such payments.
- 9.3 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

ARTICLE X

Accounting

- 10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.
- 10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

ARTICLE XI

Miscellaneous Provisions

- 11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.
- 11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.
- 11.3 The Employer may engage the Trustee as its agent in the performance of any duties required of the Employer under the Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.
- 11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

ARTICLE XII

Amendment and Termination

- 12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.
- 12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

ARTICLE XIII

Successor Trustees

- 13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.
- 13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.
- 13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

ARTICLE XIV

Limited Effect of Plan and Trust

Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Declaration.

ARTICLE XV**Protective Clause**

Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the Employer and the Trustee have executed this Declaration by their respective duly authorized officers, as of the date first hereinabove mentioned.

EMPLOYER:

By: _____ Title: _____

TRUSTEE(S):

By: _____ Title: _____

By: _____ Title: _____

By: _____ Title: _____



NAME OF EMPLOYER

RETIREE WELFARE BENEFITS PLAN



RETIREE WELFARE BENEFITS PLAN

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Name of Employer

RETIREE WELFARE BENEFITS PLAN

ARTICLE I

Preamble

THIS INSTRUMENT made and published by _____ (hereinafter called "Employer") on the _____ day of _____, 20 _____, creates the _____ Retiree Welfare Benefits Plan ("Plan"), as follows:

1.01 Establishment of Plan

The Employer named above hereby establishes a Retiree Welfare Benefits Plan as of the ____ day of _____, 20 ____.

1.02 Purpose of Plan

This Plan has been established to reimburse the eligible Retirees of the Employer for medical and dental expenses incurred by them, their Spouses and Dependents through the Employer's VantageCare Retirement Health Savings (RHS) Program.

ARTICLE II

Definitions

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

2.01 "Benefits" means any amounts paid to a Participant, Spouse or Dependents in the Plan as reimbursement for Eligible Medical and Dental Expenses incurred by the Participant during a Plan Year by him, his Spouse or his Dependents.

2.02 "Code" means the Internal Revenue Code of 1986, as amended.

2.03 "Dependent" means any individual who is a dependent of the Participant within the meaning of Code Sec. 152, as amplified by Internal Revenue Service Notice 2004-79, 2004-49 I.R.B.898 and Internal Revenue Service Notice 2010-38.

2.04 "Eligible Medical Expenses or Dental Expenses" means those expenses designated by the Employer as eligible for reimbursement in the VantageCare Retirement Health Savings Adoption Agreement.

2.05 "Employer" means the unit of state or local government creating this Plan, or any affiliate or successor thereof that likewise adopts this Plan.

2.06 "Entry Date" means the first day the Participant meets the eligibility requirements of Article III as of such Date.

2.07 "Participant" means any Retiree who has met the eligibility requirements set forth in Article III.

2.08 "Plan Administrator" means the Employer or other person appointed by the Employer who has the authority and responsibility to manage and direct the operation and administration of the Plan.

2.09 "Plan Year" means the annual accounting period of the Plan, which begins on the ____ day of _____, 20 ____, and ends on the ____ day of _____, 20 ____, with respect to the first Plan Year, and thereafter as long as this Plan remains in effect, the period that begins on _____, and ends on month/day _____.

2.10 "Retiree" means any individual who, while in the service of the Employer, was considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes, and who was part of the classification of employees designated as covered by the Employer's VantageCare Retirement Health Savings Program.

2.11 "Spouse" means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married. All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

ARTICLE III

Eligibility

Each Retiree who meets the eligibility requirements outlined in the Employer's VantageCare Retirement Health Savings Adoption Agreement shall be eligible to participate in this Plan.

ARTICLE IV

Amount of Benefits

4.01 Annual Benefits Provided by the Plan

Each Participant shall be entitled to reimbursement for his documented, Eligible Medical Expenses incurred during the Plan Year in an annual amount not to exceed the participant's account balance under the Plan.

4.02 Cost of Coverage

The expense of providing the benefits set out in Section 4.01 shall be contributed as outlined in the Employer's VantageCare Retirement Health Savings Adoption Agreement.

ARTICLE V

Payment of Benefits

5.01 Eligibility for Benefits

- a) Each Participant in the Plan shall be entitled to a benefit hereunder for all Eligible Medical Expenses incurred by the Participant on or after the Entry Date of his or her participation (and after the effective date of the Plan), subject to the limitations contained in this Article V, regardless whether the mental or physical condition for which the Participant makes application for benefits under this Plan was detected, diagnosed, or treated before the Participant became covered by the Plan.
- b) In order to be eligible for benefits, the Participant must separate from service or separate from service and meet the benefit eligibility criteria outlined in the Employer's VantageCare Retirement Health Savings Plan Adoption Agreement.
- c) A Participant who becomes totally and permanently disabled (as defined by the Social Security Administration, by the Employer's primary retirement plan, or otherwise by the Employer) will become immediately eligible to receive medical benefit payments from the Plan. Pursuant to Section 9.02 of this Plan and Section XI of the Employer's VantageCare Retirement Health Savings Adoption Agreement, the surviving Spouse and Dependents shall become immediately eligible to receive or to continue receiving medical benefit payments from the Plan upon the death of the Participant.

5.02 Claims for Benefits

No benefit shall be paid hereunder unless a Participant, his Spouse or Dependent has first submitted a written claim for benefits to the Plan Administrator on a form specified by the Plan Administrator, and pursuant to the procedures set out in Article VI, below. Upon receipt of a properly documented claim, the Plan Administrator shall pay the Participant, his Spouse or Dependent the benefits provided under this Plan as soon as is administratively feasible.

ARTICLE VI

Plan Administration

6.01 Allocation of Authority

The Employer shall control and manage the operation and Administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons.

Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:

- a) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;
- b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Plan Administrator, as appropriate, of the amount of such Benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part; and
- c) To designate other persons to carry out any duty or power which would otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan.
- d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
- e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

6.02 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Plan Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, (including Employees who are actuaries or accountants), consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

6.03 Several Fiduciary Liability

To the extent permitted by law, neither the Plan Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator

Unless otherwise agreed to by the Employer, the Plan Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of his duties shall be paid by the Employer.

6.05 Bonding

Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses

All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, shall be paid by the Employer, provided, however that each Participant shall bear the monthly cost (if any) charged by a third party administrator for maintenance of his Benefit Account unless otherwise paid by the Employer.

6.07 Timeliness of Payment for Benefits

Payment for Benefits shall be made as soon as administratively feasible after the required forms and documentation have been received by the Plan Administrator.

6.08 Annual Statements

The Plan Administrator shall furnish each Participant with an annual statement of his medical expense reimbursement account within ninety (90) days after the close of each Plan Year.

ARTICLE VII

Claims Procedure

7.01 Procedure if Benefits are Denied Under the Plan

Any Participant, Spouse, Dependent, or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing on a form provided by the Plan Administrator and delivered to the Plan Administrator, in person or by mail, postage paid. Within thirty (30) days after receipt of such claim, the Plan Administrator shall send to the claimant, by mail, postage prepaid, notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed forty-five (45) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. If such extension is necessary due to a failure of the Participant, Spouse or Dependent to submit the information necessary to decide the claim, the notice of extension shall describe the required information and the claimant shall be afforded at least forty-five (45) days from receipt of the notice within which to provide such information. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 7.03 and 7.04.

7.02 Requirement for Written Notice of Claim Denial

The Plan Administrator shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:

- a) The specific reason or reasons for the denial;
- b) Specific reference to pertinent Plan provisions, including references to the VantageCare Retirement Health Savings Adoption Agreement, on which the denial is based;
- c) A description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary, and
- d) An explanation of the Plan's claim review procedure.

7.03 Right to Request Hearing on Benefit Denial

Within one-hundred eighty (180) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Plan Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.

7.04 Disposition of Disputed Claims

Upon its receipt of notice of a request for review, the Plan Administrator shall make a prompt decision on the review. The decision on review shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than one hundred-twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 7.05.

7.05 Preservation of Other Remedies

After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.

ARTICLE VIII

Amendment or Termination of Plan

8.01 Permanency

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below.

8.02 Employer's Right to Amend

The Employer reserves the right to amend the Plan at any time and from time-to-time, and retroactively if deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.

8.03 Employer's Right to Terminate

The Employer reserves the right to discontinue or terminate the Plan at any time without prejudice.

ARTICLE IX

General Provisions

9.01 No Employment Rights Conferred

Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

9.02 Payments After Death of Participant

Any benefits otherwise payable to a Participant following the date of death of such Participant shall be paid as outlined in Section XI of the Employer's VantageCare Retirement Health Savings Plan Adoption Agreement.

9.03 Nonalienation of Benefits

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Plan Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent of such person, in such manner and proportion as he may deem proper.

9.04 Mental or Physical Incompetency

If the Plan Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, he may cause all payments thereafter becoming due to such person to be made to any other person for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrator and the Employer.

9.05 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person shall be escheated under the laws of the State of the last known address of the Participant or other persons eligible for benefits.

9.06 Requirement of Proper Forms

All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Plan Administrator.

9.07 Source of Payments

The Employer shall be the sole source of benefits under the Plan. No Employee, Spouse or Dependents shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee, Spouse or Dependents.

9.08 Tax Effects

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Participant, his Spouse or Dependents hereunder will be treated as includible in gross income for federal or state income tax purposes.

9.09 Multiple Functions

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.10 Gender and Number

Masculine pronouns include the feminine as well as the neuter gender, and the singular shall include the plural, unless indicated otherwise by the context.

9.11 Headings

The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

9.12 Applicable Laws

The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of _____.

9.13 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement the date and year first written above.

EMPLOYER

By: _____ Title: _____
Signature of Authorized Official

ATTEST (if applicable)

By: _____ Title: _____
Signature of Attestor



SECTION III:

ADOPTION DOCUMENTS TO RETAIN IN YOUR FILES



PRIVATE LETTER RULING ON INTEGRAL PART TRUST

Internal Revenue Service**Department of the Treasury**

Index Number: 115.02-00

Washington, DC 20224

Contact Person:

Telephone Number:

In Reference to:

CC:DCM:FI&P:2 PLR-114685-99

Date:

December 28, 1999

City =

Trust =

State =

Dear

This is in response to a letter dated October 12, 1999, and prior correspondence, requesting a private letter ruling that Trust is an integral part of City.

FACTS

City is a political subdivision of State. City currently maintains one or more post-retirement welfare benefit plans (collectively, the "Plan") that provide its eligible employees ("Participants") and their beneficiaries ("Beneficiaries") with life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans.

City intends to establish Trust to hold assets and income of the Plan for the exclusive benefit of Participants and their Beneficiaries.

Trust's Declaration defines "Beneficiaries" to include a Participant's spouse, any child of the Participant or the Participant's spouse who is a minor or a student within the meaning of section 151(c)(4) of the Internal Revenue Code, any other minor child residing with the Participant, and any other individual who is a person described in section 152(a) of the Code. Death benefits may be provided to any Beneficiary designated by a Participant under the terms of a death benefit program or an insurance contract forming part of the Plan. Trust

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may provide benefits by cash payment, and may reimburse a Participant, City, or Trust's Administrator for insurance premiums or other payments expended for permissible benefits under the Plan.

Under Trust's Declaration, City will be the Administrator of Trust. City may appoint one or more investment managers to manage and control all or part of the assets of Trust. Under Trust's Declaration, the Trustee will hold assets only as titleholder. Persons having custody or possession of assets may include City, the Administrator of Trust, the investment manager, and their agents and subagents, but not the Trustee. The Trustee will have no discretion or authority with regard to the investments of Trust and will act solely as a directed Trustee with respect to the assets to which it holds title.

The Trustee will not be responsible or liable for any loss or expense that may arise or result from complying with any direction from the City, the Administrator, the investment manager, or such agents to take title to any assets, or from the Trustee's refusal or failure to comply with any direction to hold title, unless it involves or results from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction if it deems such direction illegal.

City indemnifies and holds the Trustee harmless from any actions, claims, demands, liabilities, losses, damages or reasonable expenses of any kind in connection with or arising out of (i) any action taken or omitted in good faith in accordance with its directions, (ii) any disbursements made in accordance with directions, or (iii) any action taken by or omitted by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction regarding any investment in the absence of directions from the investment manager. City, however, has no responsibility to the Trustee under the indemnification if the Trustee fails negligently, intentionally, or reckless to perform its duties.

City will contribute to Trust such amounts as specified in the Plan or by resolution. No other person or persons will be permitted to make any contributions.

The Plan must provide a formula for determining the value of a Participant's accrued vacation leave, sick leave, or both, in excess of a threshold number of hours of such leave. City may contribute amounts so determined to Trust. The Plan will contain a forfeiture provision that will prevent Participants and their Beneficiaries from receiving cash in lieu of a contribution to Trust in their behalf. Contributions, investment income, realized and unrealized gains and losses, and forfeitures will be deposited into an account in Trust in the name of the Participant.

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for the exclusive benefit of the Participant and his or her Beneficiaries. A Participant may direct the investment of amounts in her or his account among investments selected by City. No amount in any account will be subject to transfer, assignment or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of City, the Trustee, Participant or Beneficiary.

City or the Administrator, investment manager, or other agent designated by City will receive contributions and will hold, invest, and administer contributions without distinction between principal and income. The Trustee will not be responsible for the calculation or collection of contributions, but will hold title to property received as directed by City or its designee. The Trustee will not be required to keep accounts of the investments, receipts, disbursements, and other transaction of Trust except as necessary to perform its title-holding function. City or its designee will maintain all books and records.

City reserves the right to alter, amend, or terminate Trust at any time for any reason without the consent of any person. No amendment affecting the Trustee is effective without the Trustee's consent, and no termination can result in any part of Trust's assets being used for or diverted to purposes other than the exclusive benefit of Participants and Beneficiaries.

If City adopts other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates Trust as part of such plan, City or its agent will hold contributions to such plan in Trust. The contributions may be commingled for investment purposes, but the books and record of Trust must show the portion of Trust allocable to each plan.

Upon the satisfaction of all liabilities under the Plan to provide benefits, any amounts remaining in any account must be returned to City.

LAW & ANALYSIS

Income of an integral part of a state or political subdivision of a state is not taxable absent specific statutory authorization. See Rev. Rul. 87-2, 1987-1 C.B. 18; section 511(a)(2)(B) of the Code, GCM 14407, C.B. XIV-1, 102 (1935), superseded by Rev. Rul. 71-131, 1971-1 C.B. 28. Whether an enterprise is an integral part depends on facts and circumstances such as the state's degree of control over the enterprise and its financial commitment to the enterprise. If an enterprise is an integral part of a state or political subdivision of a state, it will not be treated as a separate entity for federal tax purposes, though it may have been formed as a separate entity.

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under state law. Section 301.7701-1(a)(3) of the Procedural and Administrative Regulations.

City has made a substantial financial commitment to Trust by providing all of its funding. City retains complete control over Trust because it may amend or terminate Trust at any time. City retains control over the daily operation of Trust by its power to appoint or remove agents who manage daily operation. The Trustee is merely a title holder with no power to manage Trust.

CONCLUSION

Provided that City is the only person that makes contributions to Trust, and Trust accepts or holds only amounts of money contributed by City, Trust will be an integral part of City, and any income earned on amounts in Trust will not be subject to federal income tax.

This ruling is directed only to the taxpayer that requested it. Section 6110(k)(3) of the Code provides that it may not be used or cited as precedent.

Except as specifically provided otherwise, no opinion is expressed on the federal income tax consequences of the transaction described above.

In accordance with the terms of a power of attorney on file in this office, a copy of this letter is being sent to your authorized representative.

Sincerely,

Assistant Chief Counsel
(Financial Institutions & Products)

By: William Coppersmith
William E. Coppersmith
Chief, Branch 2



IMPORTANT INFORMATION ON WELFARE PLAN NONDISCRIMINATION RULES



Retiree Health Program Nondiscrimination Requirements

Important Information on Welfare Plan Nondiscrimination Rules

AN EMPLOYER'S RETIREE HEALTH PROGRAM (I.E., VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN/401(H) RETIREE HEALTH ACCOUNT) will generally be covered by nondiscrimination requirements that are already applicable to the employer's other health and welfare plans (under Internal Revenue Code Section 105(h)).

However, please note that nondiscrimination requirements will not adversely impact your Retiree Health Program (Program) in the following scenarios:

- A. If the Program is limited to one or more collective bargaining groups that bargained regarding health benefits and the Program provides for fixed dollar contributions for all employees.
- B. If the Program limits reimbursements to insurance premiums only (health insurance premiums, Medicare supplemental insurance premiums, Medicare Part B insurance premiums, COBRA insurance premiums, long-term care insurance premiums).

Premium-Only Programs are currently excluded from nondiscrimination testing. However, under the Affordable Care Act, Premium-Only Programs will likely be subject to nondiscrimination testing upon future IRS guidance.

If the Program does not fall into one of the two scenarios above, health and welfare nondiscrimination requirements may adversely impact your Plan.

Generally speaking, if your program does not fall under one of the two scenarios above, the following requirements apply:

1. An IRS-approved proportion of your employees must be covered. For instance, coverage must be extended to at least 70 percent of employees (excluding part-time and seasonal employees,

employees under age 25, employees with less than three years of service, and collectively bargained employees). Once the employer identifies the applicable coverage group, up to 30 percent of that group can be excluded.¹

2. Benefits must be provided on a substantially equal basis to all covered employees. What this means, in practical terms, is that contributions must be substantially equal for each participant, and thus cannot be determined as a percentage of compensation or based on age or years of service. A fixed dollar contribution would comply.

Please note that "failure" to meet the nondiscrimination requirements does not result in "disqualification" of the Program. The ramifications of not meeting the requirements are that "excess benefits" paid to "highly compensated individuals" that participate in the RHS plan are taxable as W-2 income to the participant.

An excess benefit is generally equal to the amount of the benefit made available to the highly compensated individuals but not made available to other employees. Highly compensated individuals will generally consist of the highest paid 25 percent of all employees.

What does all this mean?

Employers need to consider nondiscrimination requirements when developing their Program. The employer may want to consider talking to benefits counsel to determine if these rules will impact its participants. Should an employer establish a program that does fall under scenario A or B above and does not meet the nondiscrimination requirements, the out-of-pocket expenses paid to highly compensated employees may be taxable.

ICMA-RC makes available a nondiscrimination testing calculator, and you are encouraged to discuss the results with a tax or benefits advisor because the IRS rules are complex. Contact your ICMA-RC Retirement Plans Specialist or our Plan Sponsor Services Team at 800-326-7272 to request an electronic copy of the calculator.

¹ There may be additional ways that your program would satisfy the nondiscrimination requirements of IRC § 105(h).



RHS ENROLLMENT AND CONTRIBUTION PROCESS

RHS Enrollment/Contribution Process

ICMA-RC's EZLink Team will assist the Employer through the RHS enrollment and contribution process. Please follow the steps below after the plan has been established.

☒ **STEP 1: Contact the EZLink Team**

Contact the EZLink Team (800-326-7272) to conduct a test.
Testing could take up to 2 weeks.

☒ **STEP 2: Enroll Participants on EZLink and send contribution file.**

☒ **STEP 3: Send contribution dollars.**

By electronic fund transfer:

Receiving Bank:	M&T Bank
Bank ABA for Wires:	022-000-046
Bank ABA for ACH:	052-000-113
Receiving Account Name:	Vantagepoint Transfer Agents
Receiving Account #:	89559029
OBI Field (for wires):*	80XXXX
Company ID (for ACH):	80XXXX

**The OBI Field and Company ID is the six digit RHS plan number. This information is required to properly credit your account.*

By check:

Make checks payable to Vantagepoint Transfer Agents and mail to lockbox address.

Vantagepoint Transfer Agents
c/o M&T Bank
P.O. Box 64636
Baltimore, MD 21264-4636



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE
WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
PKT000-02-29319-0516-8363-826

REV 5/2016

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Michael E. Okafor, Personnel Manager

Date: June 29, 2016

Subject: Consideration to Adopt Resolutions Amending the Salary Schedule and Table of Organization for Fiscal Year (FY) 2016-2017

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7739 (Attachment "A") amending the Salary Schedule for FY 2016-2017; and
- b. Adopt Resolution No. 7740 (Attachment "B") approving the Table of Organization for FY 2016-2017.

BACKGROUND:

1. On October 8, 2009, the City Council approved a Memorandum of Understanding (MOU) with the San Fernando Public Employees' Association (SFPEA) that included certain changes in benefits for FY 2009-2010 through FY 2011-2012.
2. On January 19, 2010, the City Council amended the Salary Plan to include similar benefits for the unrepresented confidential employees as with the general employees.
3. On April 5, 2010, the City Council approved an MOU with the San Fernando Part-time Employees' Bargaining Unit (SFPEBU) that includes certain changes in benefits for FY 2009-2010 through FY 2011-2012.
4. On July 19, 2010, the City Council approved an amendment to the salary and benefits for the Police Chief.
5. On April 4, 2012, the City and SFPEA agreed to a two-year extension of the existing MOU from July 1, 2012 through June 30, 2014.
6. On July 2, 2012, the City and the SFPEBU agreed to a two-year extension of the existing

Consideration to Adopt Resolutions Amending the Salary Schedule and Table of Organization for Fiscal Year (FY) 2016-2017Page 2 of 3

MOU from July 1, 2012 through June 30, 2014.

7. On September 17, 2012, the City Council approved a two-year extension of the MOUs with the San Fernando Management Group (SFMG) and the San Fernando Police Civilian Association (SFPCA) from July 1, 2012 through June 30, 2014.
8. On June 17, 2013, agreements were reached with all the bargaining units including SFPCA, SFPEA, San Fernando Police Officers' Association (SFPOA) and SFMG to implement furloughs and/or other concessions between July 1, 2013 and June 30, 2014.
9. On March 3, 2014, the City Council approved an Employment Agreement with new City Manager, Brian Saeki, which includes an amendment to the salary and benefits for the City Manager.
10. In June 2014, the City executed Side Letter Agreements with SFPOA and SFMG, respectively, extending the terms and conditions of the MOUs through June 30, 2015.
11. In August 2014, the City executed a Side Letter Agreement with SFPCA, extending the terms and conditions of the MOU through June 30, 2015, and making minor amendments to fix the shift differential pay issues that pertain to Police Desk Officers.
12. In January 2015, the City executed a Side Letter Agreement with SFPEA, extending the terms and certain provisions of the MOU through June 30, 2017.
13. On June 15, 2015, the City Council approved a four-year MOU with SFPOA that includes certain changes in benefits for FY 2015-2016 through FY 2018-2019.
14. On August 3, 2015, the City Council approved a four-year MOU with the SFPOA- Police Management Unit (PMU) that includes certain changes in benefits for FY 2015-2016 through FY 2018-2019.
15. On August 3, 2015, the City Council adopted a Resolution establishing the salary and benefits for non-sworn department heads for FY 2015-2016 through FY 2018-2019.
16. On August 17, 2015, the City Council approved a three-year MOU with SFPCA that includes certain changes in benefits for FY 2015-2016 through FY 2017-2018.
17. On September 21, 2015, the City Council approved a three-year MOU with SFMG that includes certain changes in benefits for FY 2015-2016 through FY 2017-2018.
18. On September 21, 2015, the City Council approved a Side Letter Agreement to the MOU with SFPEA, and also approved similar benefits for the unrepresented confidential employees as with the general employees.

Consideration to Adopt Resolutions Amending the Salary Schedule and Table of Organization for Fiscal Year (FY) 2016-2017Page 3 of 3

19. On November 16, 2015, the City Council approved an employment agreement with the City Clerk, as well as an amendment to the City's contract with the City Manager.
20. On December 7, 2015, the City Council approved an amendment to the salary schedule that includes, among other things, new minimum wage increases for part-time employees from \$9.00 to \$10.00 per hour, as well as certain health and welfare benefits for members of the City Council to the extent that is allowed by applicable Government Code.
21. On June 6, 2016, the City and SFPEA executed another Side Letter Agreement to the existing MOU that provided certain adjustments to unit member compensations, as well as retirement contributions.

ANALYSIS:

The attached Salary Schedule and Table of Organization reflect salary and benefit changes addressed in the FY 2016-2017 Budget, as well as provisions of applicable MOUs and employment agreements that have already been approved by the City Council and implemented as scheduled. The Schedule also includes the extension of similar benefits for the unrepresented confidential employees as with the general employees.

CONCLUSION:

Approval of the amended Salary Schedule and Table of Organization is necessary to implement applicable changes in the FY 2016-2017 Budget, as well as the provisions of all previously negotiated MOUs, employment and side letter agreements.

BUDGET IMPACT:

The impact to the FY 2016-2017 Budget for extension of similar one percent (1%) cost of living adjustment to unrepresented confidential employees will be very minimal (approximately \$160). Sufficient funds are included in the FY 2016-2017 Budget to cover this, as well as other salary and benefit adjustments to various groups.

ATTACHMENTS:

- A. Resolution No. 7739
- B. Resolution No. 7740

ATTACHMENT "A"**RESOLUTION NO. 7739**

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A SALARY PLAN FOR CERTAIN ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES OF THE CITY OF SAN FERNANDO AND REPEALING RESOLUTION NO. 7716 ADOPTED DECEMBER 7, 2015 AND ALL RESOLUTIONS AMENDATORY THEREOF AND ALL MOTIONS OR ACTIONS OF THE CITY COUNCIL IN CONFLICT HEREWITH.

THE COUNCIL OF THE CITY OF SAN FERNANDO DOES RESOLVE AS FOLLOWS:

SECTION 1:

The following schedules are hereby adopted as the salary range and step schedules for non-elective officers and employees of the City of San Fernando:

- **SCHEDULE "G": FOR GENERAL - SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION (SFPEA)**
- **SCHEDULE "GPD": FOR GENERAL - SAN FERNANDO POLICE CIVILIANS' ASSOCIATION (SFPCA)**
- **SCHEDULE "C": FOR CONFIDENTIAL EMPLOYEES**
- **SCHEDULE "P": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION (SFPOA)**
- **SCHEDULE "MP": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION MANAGEMENT UNIT (SFPOA-PMU)**
- **SCHEDULE "M": FOR DEPARTMENT HEADS AND NON-SWORN MANAGEMENT EMPLOYEES**
- **SCHEDULE "H": FOR HOURLY - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**
- **SCHEDULE "HFE": FOR HOURLY FULL-TIME EQUIVALENT - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**

(Details of the respective schedules are on pages 2 thru 8).

**SCHEDULE G
FOR
GENERAL EMPLOYEES**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
60	2914	3064	3225	3392	3569
61	2943	3089	3245	3406	3577
62	2972	3138	3309	3491	3682
63	3017	3169	3328	3492	3666
64	3033	3200	3377	3562	3757
65	3078	3246	3426	3616	3815
66	3121	3289	3470	3663	3864
67	3167	3342	3524	3717	3923
68	3214	3389	3575	3774	3979
69	3257	3436	3626	3824	4034
70	3300	3479	3673	3872	4086
71	3349	3533	3725	3933	4148
72	3391	3576	3773	3979	4200
73	3440	3630	3827	4038	4261
74	3475	3669	3869	4083	4307
75	3529	3723	3933	4144	4372
76	3575	3773	3979	4198	4428
77	3651	3854	4064	4288	4523
78	3671	3872	4086	4309	4547
79	3726	3932	4147	4375	4616
80	3777	3985	4203	4435	4677
81	3857	4066	4290	4525	4775
82	3892	4105	4331	4568	4819
83	3949	4166	4397	4637	4892
84	4010	4227	4460	4707	4965
85	4069	4294	4528	4778	5039
86	4131	4359	4597	4849	5116
87	4198	4429	4673	4930	5202
88	4261	4495	4743	5004	5279
89	4326	4563	4814	5078	5358
90	4390	4632	4887	5155	5438
91	4456	4701	4960	5233	5520
92	4524	4772	5035	5311	5604
93	4592	4844	5111	5392	5687
94	4662	4919	5189	5473	5777
95	4732	4992	5268	5558	5862
96	4802	5067	5347	5639	5948
97	4876	5142	5425	5725	6039
98	4949	5221	5507	5809	6129
99	5022	5298	5588	5898	6222

Schedule G For General Employees (Continued).

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
100	5097	5379	5673	5984	6314
101	5173	5458	5758	6075	6408
102	5249	5539	5844	6165	6504
103	5330	5622	5931	6258	6600
104	5410	5705	6019	6352	6701
105	5491	5790	6111	6445	6801
106	5573	5878	6203	6542	6903
107	5657	5966	6295	6639	7006
108	5742	6055	6390	6739	7111
109	5828	6146	6486	6841	7218
110	5915	6238	6583	6943	7326
111	6003	6332	6683	7049	7437
112	6094	6427	6783	7154	7549
113	6186	6524	6885	7262	7662
114	6279	6621	6987	7370	7777
115	6373	6721	7092	7480	7894
116	6468	6822	7198	7592	8011
117	6565	6924	7307	7707	8133
118	6664	7028	7416	7823	8255
119	6764	7133	7528	7939	8378

**SCHEDULE GPD
FOR
GENERAL EMPLOYEES
(POLICE DEPARTMENT)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
56	2602	2731	2881	3040	3208
57	2695	2838	2988	3147	3313
58	2771	2925	3086	3256	3435
59	2803	2957	3119	3293	3472
60	2830	2983	3148	3323	3504
61	2855	3010	3176	3351	3535
62	2881	3038	3205	3381	3566
63	2906	3065	3234	3411	3598
64	2924	3083	3252	3433	3620
65	2960	3120	3293	3474	3664
66	2985	3149	3322	3506	3697
67	3013	3177	3351	3537	3730
68	3042	3209	3385	3572	3767
69	3074	3241	3420	3608	3805

Schedule GPD For General (Police Department) Employees (Continued).

SALARY					
RANGE					
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
70	3106	3273	3453	3645	3845
71	3151	3324	3507	3699	3902
72	3198	3372	3557	3755	3960
73	3245	3422	3611	3809	4018
74	3291	3472	3662	3863	4074
75	3339	3520	3714	3918	4134
76	3386	3572	3768	3976	4194
77	3435	3622	3821	4033	4252
78	3485	3674	3877	4091	4316
79	3536	3729	3933	4150	4377
80	3586	3781	3991	4210	4441
81	3637	3836	4048	4270	4504
82	3691	3891	4106	4332	4569
83	3742	3949	4166	4396	4636
84	3758	3965	4182	4414	4655
85	3821	4031	4251	4487	4732
86	3853	4067	4291	4527	4775
87	3953	4168	4397	4638	4892
88	3992	4212	4443	4689	4945
89	4045	4272	4507	4753	5014
90	4104	4330	4569	4818	5069
91	4170	4384	4620	4867	5125
92	4206	4435	4681	4936	5207
93	4274	4507	4755	5015	5291
94	4342	4579	4831	5095	5375
95	4412	4652	4909	5177	5461
96	4482	4727	4987	5260	5549
97	4554	4802	5066	5344	5638
98	4626	4879	5148	5429	5728
99	4700	4956	5230	5516	5819
100	4776	5036	5313	5604	5913
101	4854	5119	5399	5695	6007
102	4930	5199	5485	5785	6103
103	5007	5282	5573	5878	6201
104	5089	5366	5662	5972	6300
105	5170	5452	5751	6066	6400
106	5247	5533	5838	6157	6496
107	5326	5616	5926	6250	6593

**SCHEDULE C
FOR
CONFIDENTIAL EMPLOYEES**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
52	2661	2795	2934	3081	3235
53	2728	2864	3008	3159	3317
54	2797	2937	3082	3237	3398
55	2865	3010	3160	3318	3484
56	2939	3085	3239	3400	3570
57	3011	3162	3320	3486	3659
58	3086	3241	3403	3574	3752
59	3165	3322	3488	3663	3848
60	3242	3404	3576	3754	3942
61	3324	3490	3665	3849	4041
62	3406	3577	3755	3944	4141
63	3492	3671	3851	4043	4246
64	3580	3757	3945	4143	4350
65	3679	3863	4056	4258	4473
66	3780	3970	4168	4377	4596
67	3876	4069	4272	4485	4711
68	3930	4127	4331	4547	4775
69	4027	4226	4439	4661	4895
70	4129	4335	4552	4778	5017
71	4230	4441	4663	4896	5141
72	4336	4553	4780	5021	5272
73	4444	4667	4901	5146	5401
74	4556	4784	5022	5275	5537
75	4670	4904	5147	5404	5676
76	4785	5026	5277	5540	5817
77	4906	5151	5410	5680	5963
78	5031	5282	5548	5825	6115
79	5159	5417	5689	5974	6271
80	5290	5555	5834	6126	6431

**SCHEDULE P
FOR
SWORN POLICE EMPLOYEES**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
73	5421	5719	6036	6364	6716
74	5475	5775	6095	6428	6783
75	5530	5834	6157	6492	6850
76	5585	5892	6219	6557	6919
77	5641	5951	6281	6622	6987

Schedule P For Sworn Police Employees (Continued).

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
78	5698	6010	6344	6688	7058
79	5755	6070	6407	6755	7128
80	5812	6130	6470	6822	7200
81	5870	6192	6535	6891	7271
82	5929	6254	6601	6960	7345
83	5988	6318	6665	7032	7420
84	6048	6381	6735	7102	7493
85	6109	6444	6802	7173	7568
86	6170	6509	6870	7245	7644
87	6231	6574	6939	7317	7720
88	6294	6640	7008	7390	7797
89	6357	6706	7078	7464	7875
90	6420	6773	7149	7539	7954
91	6484	6841	7221	7614	8034
92	6549	6909	7293	7690	8114
93	6615	6978	7366	7767	8195
94	6681	7048	7439	7845	8277
95	6740	7110	7501	7914	8351

**SCHEDULE MP
FOR
SWORN POLICE MANAGEMENT**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
70	8169	8578	9005	9455	9930
71	8343	8760	9198	9658	10141
72	8520	8946	9394	9863	10357
73	8702	9137	9594	10074	10577
74	8888	9332	9798	10288	10803

**SCHEDULE M
FOR
DEPARTMENT HEADS & NON-SWORN MANAGEMENT**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
52	5064	5317	5583	5861	6154
53	5178	5437	5709	5994	6293
54	5320	5587	5866	6160	6468
55	5427	5699	5985	6285	6600

Schedule M For Department & Non-Sworn Management (Continued).

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
56	5546	5825	6115	6420	6741
57	5668	5952	6250	6561	6892
58	5793	6081	6386	6705	7041
59	5909	6204	6513	6840	7180
60	6057	6360	6678	7011	7363
61	6208	6518	6843	7186	7546
62	6363	6682	7017	7366	7735
63	6522	6849	7191	7550	7929
64	6685	7019	7370	7739	8125
65	6852	7194	7555	7933	8331
66	7024	7375	7742	8129	8537
67	7199	7558	7937	8334	8751
68	7343	7710	8096	8500	8925
69	7531	7906	8301	8717	9153
70	7614	8101	8505	8931	9378
71	7792	8180	8588	9018	9471
72	7981	8380	8799	9240	9702
73	8353	8772	9210	9671	10154
74	8646	9078	9532	10009	10510
75	8819	9260	9723	10209	10719
76	9040	9492	9966	10465	10988
77	9266	9731	10220	10733	11271
78	9498	9974	10475	11001	11553
79	9735	10222	10732	11270	11832
80	9929	10425	10949	11495	12069
81	10029	10531	11058	11610	12189

**SCHEDULE H
FOR
PART-TIME HOURLY EMPLOYEES**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
44	10.00	10.44	10.90	11.39	11.90
45	10.15	10.59	11.05	11.54	12.05
46	10.27	10.78	11.32	11.89	12.48
47	10.48	10.96	11.46	11.98	12.53
48	10.58	11.06	11.56	12.09	12.64
49	10.68	11.16	11.66	12.19	12.74
50	10.78	11.26	11.76	12.29	12.84
51	10.88	11.36	11.56	12.39	12.94
52	10.97	11.47	11.99	12.54	13.12
53	11.07	11.57	12.09	12.64	13.27
54	11.14	11.69	12.28	12.89	13.54

Schedule H For Part-Time Hourly Employees (Continued).

SALARY					
RANGE					
NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
55	11.25	11.81	12.40	13.02	13.67
56	11.32	11.95	12.53	13.13	13.78
57	11.45	12.02	12.63	13.26	13.92
58	11.57	12.15	12.75	13.39	14.06
59	11.68	12.27	12.88	13.52	14.20
60	11.80	12.39	13.01	13.66	14.34
61	11.92	12.51	13.14	13.80	14.49
62	12.04	12.64	13.27	13.93	14.63
63	12.16	12.76	13.40	14.07	14.78
64	12.28	12.89	13.54	14.21	14.92
65	12.40	13.02	13.67	14.36	15.07
66	12.53	13.15	13.81	14.50	15.22
67	12.65	13.28	13.95	14.64	15.38
68	12.78	13.42	14.09	14.79	15.53
69	12.90	13.54	14.22	14.93	15.68
70	13.03	13.68	14.36	15.08	15.83
71	13.16	13.82	14.51	15.23	15.99
72	13.30	13.94	14.62	15.33	16.08
73	13.42	14.09	14.80	15.54	16.31
74	13.68	14.37	15.09	15.84	16.63
75	13.78	14.47	15.34	15.94	16.73
76	13.88	14.57	15.44	16.04	16.83
77	13.99	14.67	15.54	16.14	16.93
78	14.09	14.77	15.64	16.24	17.03
79	14.19	14.92	15.79	16.39	17.18
80	14.29	15.07	15.84	16.44	17.23
81	14.42	15.21	16.06	16.94	17.87
82	15.27	16.10	17.00	17.94	18.92
83	15.71	16.57	17.50	18.46	19.47
84	16.17	17.05	18.00	18.99	20.04
85	16.63	17.54	18.50	19.52	20.60
86	17.08	18.02	19.01	20.06	21.16
87	17.53	18.49	19.51	20.58	21.72
88	17.98	18.97	20.01	21.11	22.27
89	18.43	19.44	20.51	21.64	22.83
90	18.88	19.92	21.01	22.17	23.39
91	19.33	20.39	21.51	22.70	23.95
92	19.81	20.89	22.04	23.25	24.53
93	20.22	21.34	22.50	23.74	25.04

**SCHEDULE HFE
FOR
PART TIME HOURLY EMPLOYEES
(Full-Time Equivalent)**

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
95	18.45	19.46	20.53	21.67	22.85
96	18.63	19.66	20.74	21.88	23.08
97	18.82	19.85	20.94	22.10	23.31
98	19.01	20.05	21.15	22.32	23.54
99	19.20	20.25	21.37	22.54	23.78
100	19.39	20.45	21.58	22.77	24.02
101	19.56	20.64	21.77	22.97	24.23
102	19.78	20.84	21.99	23.20	24.48
103	20.02	21.11	22.25	23.45	24.72
104	20.20	21.29	22.44	23.65	24.93
105	20.36	21.48	22.69	23.91	25.22
106	20.64	21.76	22.97	24.21	25.55
107	20.67	21.90	23.22	24.44	25.74
108	21.01	22.16	23.38	24.67	26.03
109	21.24	22.41	23.64	24.94	26.31
110	21.47	22.65	23.90	25.21	26.60
111	21.71	22.90	24.16	25.49	26.89
112	21.94	23.15	24.42	25.76	27.18
113	22.16	23.38	24.67	26.02	27.45
114	22.38	23.61	24.91	26.28	27.73
115	22.66	23.92	25.24	26.62	28.07
116	22.89	24.15	25.48	26.88	28.36
117	23.14	24.40	25.74	27.16	28.65
118	23.36	24.64	26.00	27.43	28.93
119	23.59	24.89	26.26	27.70	29.22
120	23.83	25.14	26.52	27.98	29.52
121	24.06	25.39	26.78	28.26	29.81
122	24.30	25.64	27.05	28.54	30.11
123	24.55	25.90	27.32	28.82	30.41
124	24.79	26.16	27.60	29.11	30.71

SECTION 2: ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES

The following non-elective officers and employees of the City of San Fernando shall be paid for their services to the City the compensation as hereinafter set forth.

- (A) **SALARY RANGE NUMBER AND SCHEDULES ASSIGNED** – Non-elected officers and employees set forth in this subsection (a) shall be paid the salary and wages for the classification assigned at the range and step of the applicable salary schedule.

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Planner	104G	5410	5705	6019	6352	6701
Building Maintenance Worker/ Electrical Helper	77G	3651	3854	4064	4288	4523
Building & Safety Supervisor	111G	6003	6332	6683	7049	7437
City Clerk	FLAT RATE	8589.51				
City Manager	FLAT RATE	15416.67				
Civil Engineering Assistant II	112G	6094	6427	6783	7154	7549
Community Preservation Officer	83G	3949	4166	4397	4637	4892
Community Development Director	76M	9040	9492	9966	10465	10988
Community Development Secretary	84G	4010	4227	4460	4707	4965
Community Services Supervisor	96G	4802	5067	5347	5639	5948
Cultural Arts Supervisor	96G	4802	5067	5347	5639	5948
Deputy City Manager/ Public Works Director	79M	9735	10222	10732	11270	11832
Director of Recreation and Community Services	75M	8819	9260	9723	10209	10719
Electrical Supervisor	103G	5330	5622	5931	6258	6600
Equipment and Materials Supervisor	103G	5330	5622	5931	6258	6600
Executive Assistant to the City Manager	77C	4906	5151	5410	5680	5963
Finance Director	75M	8819	9260	9723	10209	10719
Finance Office Specialist	75G	3529	3723	3933	4144	4372
Junior Accountant	97G	4876	5142	5425	5725	6039
Management Analyst	55M	5427	5699	5985	6285	6600
Mechanical Helper	74G	3475	3669	3869	4083	4307
Meter Technician	80G	3777	3985	4203	4435	4677

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Office Clerk	64G	3033	3200	3377	3562	3757
Office Specialist	78G	3671	3872	4086	4309	4547
Personnel Manager	68M	7343	7710	8096	8500	8925
Personnel Technician	71C	4230	4441	4663	4896	5141
Police Cadet	73P	5421	5719	6036	6364	6716
Police Chief	FLAT RATE	12,000				
Police Desk Officer	91GPD	4170	4384	4620	4867	5125
Police Lieutenant	75MP	9075	9529	10005	10505	11031
Police Office Specialist	78GPD	3485	3674	3877	4091	4316
Police Officer	73P	5421	5719	6036	6364	6716
Police Records Specialist	72GPD	3198	3372	3557	3755	3960
Police Records Supervisor/ Systems Administrator	105GPD	5170	5452	5751	6066	6400
Police Sergeant	95P	6740	7110	7501	7914	8351
Program Specialist	76G	3575	3773	3979	4198	4428
Property Control Officer	81GPD	3637	3836	4048	4270	4504
Public Works Administrative Coordinator	87G	4198	4429	4673	4930	5202
Public Works Field Supervisor I	90G	4390	4632	4887	5155	5438
Public Works Field Supervisor II	97G	4876	5142	5425	5725	6039
Public Works Maintenance Worker	74G	3475	3669	3869	4083	4307
Public Works Office Specialist	84G	4010	4227	4460	4707	4965
Public Works Superintendent	113G	6186	6524	6885	7262	7662
Recreation Supervisor	96G	4802	5067	5347	5639	5948
Secretary to the Chief	87GPD	3953	4168	4397	4638	4892
Senior Account Clerk	75G	3529	3723	3933	4144	4372
Senior Account Clerk II	68C	3930	4127	4331	4547	4775

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Senior Maintenance Worker	81G	3857	4066	4290	4525	4775
Treasurer Assistant	85G	4069	4294	4528	4778	5039
Water Pump Operator/ Backflow Technician	84G	4010	4227	4460	4707	4965

(B) **SEASONAL AND HOURLY POSITIONS** – Seasonal employees and employees hired on an hourly basis shall be paid hourly rates for assigned classifications as follows:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
City Maintenance Helper	81H	14.42	15.21	16.06	16.94	17.87
Community Service Officer	92H	19.81	20.89	22.04	23.25	24.53
Community Preservation Officer	115HFE	22.66	23.92	25.24	26.62	28.07
Crossing Guard	44H	10.00	10.44	10.90	11.39	11.90
Day Camp Counselor	44H	10.00	10.44	10.90	11.39	11.90
Junior Cadet	48H	10.58	11.06	11.56	12.09	12.64
Deputy City Clerk	93H	20.22	21.34	22.50	23.74	25.04
Finance Office Specialist	105HFE	20.36	21.48	22.69	23.91	25.22
Office Clerk/Cashier	53H	11.07	11.57	12.09	12.64	13.27
Personnel Assistant	105HFE	20.36	21.48	22.69	23.91	25.22
Police Records Specialist	95HFE	18.45	19.46	20.53	21.67	22.85
Pool Attendant/ Cashier	44H	10.00	10.44	10.90	11.39	11.90
Program Specialist	106HFE	20.64	21.76	22.97	24.21	25.55
Public Works Maintenance Helper	81H	14.42	15.21	16.06	16.94	17.87
Recreation Leader I	44H	10.00	10.44	10.90	11.39	11.90
Recreation Leader II	47H	10.48	10.96	11.46	11.98	12.53
Recreation Leader III	71H	13.16	13.82	14.51	15.23	15.99
Senior Day Camp Counselor	52H	10.97	11.47	11.99	12.54	13.12

(C) **COMPENSATION FOR COMMISSIONS, BOARDS, AND COMMITTEE MEMBERS**

The members of the following commissions, boards, and committees, who are not employees of the City, shall be paid the amount hereinafter specified for each meeting.

COMMISSION OR COMMITTEE

COMPENSATION PER

MEETING ATTENDED

(NOT TO EXCEED ONE

MEETING PER MONTH)

Disaster Council	\$50.00
Education Commission	\$50.00
Planning and Preservation Commission	\$50.00
Parks, Wellness, and Recreation Commission	\$50.00
Transportation and Safety Commission	\$50.00

(D) COMPENSATION FOR COUNCIL MEMBERS

The members of the City Council shall be paid compensation in the amount of \$580.00 per month.

For other benefits applicable to Council members, please refer to Section 3(I) below.

(E) COMPENSATION FOR CITY TREASURER

(1) The City Treasurer shall be paid compensation in the amount of \$579.06 per month.

(2) City Treasurer, while acting as Treasurer for Parking Meter Administration (part-time), is paid \$98 per month.

SECTION 3: ADDITIONAL COMPENSATION AND BENEFITS

The following elective and non-elective officers, as well as employees shall be paid compensation in addition to the basic salary set forth in Section 2 as follows:

(A) GENERAL AND CONFIDENTIAL EMPLOYEES

Salary and benefits listed here apply to full-time employees assigned to **Schedule G** for full-time General Employees (SFPEA) and **Schedule GPD** for full-time General, Non-Sworn Police Department Employees (SFPCA), and reflect stipulations in the last MOU, which are contingent upon negotiation of a new MOU. They also apply to full-time regular employees assigned to **Schedule C** for full-time Confidential Employees.

The following salaries and benefits shall apply for **Schedules G, C and GPD**, respectively:

(1) Salary

a) The salary ranges shown under **Schedules G and C** reflect the following, per the last approved MOU/Side Letter:

- Effective on the first day of the pay period including July 1, 2016, the base salary for each of the classifications shall be increased by one percent (1%).

b) The salary ranges shown under **Schedule GPD** reflect the following, per the last approved MOU:

- Effective on the first day of the pay period beginning after July 1, 2016, the base salary for each of the classifications shall be increased by one and half percent (1.5%).

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over the base salary of each respective employee.

(2) **Longevity Pay**

- a) The City shall pay longevity to unit employees that completed 10 years of continuous service from date of hire, an additional 3% above the base salary step for each employee.
- b) The City shall pay longevity to unit employees that completed 20 years of continuous service from date of hire, an additional 1% above the base salary and previous first longevity step.
- c) The City shall continue to pay longevity to unit employees that completed 30 years of continuous service from date of hire, an additional 1% above the base salary and previous second longevity step.

An employee on leave of absence without pay or any form of leave without pay, with the exception of the Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

(3) **Overtime**

For non-exempt employees who work under the regular 8A.M. – 5P.M., Monday – Friday schedule, overtime must be paid or compensatory time off granted at the Employee's request as defined in Section 5 below (under CTO) for all hours worked over forty (40) hours in a seven day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the Employee's request as defined in Section 5 below (under CTO). The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, non-sworn employees will be based upon actual hours worked. Overtime will be equitably distributed amongst qualified employees within their departments and classifications.

Specifically, for non-sworn, SFPCA employees, overtime worked cannot interfere with an employee's assigned work schedule, which may allow 7½ hours between assigned work shifts (e.g., an employee cannot work a twelve-hour shift followed by an overtime shift of more than 4 hours; and then work his/her assigned shift consecutively. This would leave less than 7½ hours of rest time between assigned work shifts).

Specific procedures for assignment of overtime can be found in the respective bargaining unit MOUs.

(4) **Shift Differential Pay**

For general, non-sworn employees, effective the first day of the pay period following Council approval on August 18, 2014 of the SFPCA MOU extension, the City shall discontinue the payment of flex/built-in overtime and the payment for various shifts (differential pays). The flex/built-in overtime and the shift differential pays shall be merged into a flat hourly base rate increase for each Police Desk Officer. The pay for Police Desk Officers has been adjusted by the addition of \$0.90 to the hourly base rate of the salary steps.

(5) **Compensatory Time Off (CTO)**

The maximum number of CTO hours any non-exempt, non-sworn employee may accrue is 100 hours. Comp time hours in excess of 100 hours must be paid at the rate of one and one-half (1-1/2) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the approval of the employee's department head. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the department operations or impose an unreasonable burden on the department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

(6) **Holiday Leave**

Employees who work a 5/8 and 9/80 schedule who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1-1/2) times their normal rate of pay in addition to pay for all hours worked.

Each unit employee shall be entitled to the following holidays with pay:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Cesar Chavez Birthday (When Cesar Chavez birthday falls on any day except Monday, the holiday will be observed on the Friday following the actual holiday).

Memorial Day

Independence Day

Labor Day

Columbus Day (Replaced effective January 1, 2010 with Float day)

Float day – "Front loaded" each July 1, if not used by June 30 of the subsequent year, Float day is lost.

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Employees who work a modified 3/12 work week shall be granted the same holidays as above and shall accrue 96 hours of holiday leave per year, and shall be credited with 48 hours of holiday leave each January 1st and an additional 48 hours of Holiday leave each July 1st. Employees on the 3/12 work week shall schedule holiday leave in accordance with Police Departmental procedures.

Employees on the 3/12 work week will only be permitted to carry over 96 hours of accrued but unused holiday leave from one calendar year to the next. Employees on the 3/12 work

week who, as of January 1st, have not lowered their accrued Holiday leave to 96 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 96 hour cap. At that time, the employee will receive his/her full 48 hour allotment for that half year. Upon employee's separation from the City, any unused holiday leave shall be compensated at his/her regular rate of pay.

(7) **Sick Leave**

The City shall allow any employee upon retiring by reason of reaching retirement age under CalPERS to be paid at the then prevailing rate of pay, one half (1/2) of accumulated and unused sick leave time (total of employee's "sick leave bank" plus the accumulated sick leave for the current year) not to exceed a maximum of the employee's one (1) month pay.

Sick leave is accrued on a payroll-to-payroll basis at the rate of 8 hours per month, with maximum accrual of 800 hours. All time accrued in excess of 800 hours shall be paid at the end of the calendar year, at the rate of 35% of the amount in excess of 800 hours at their regular rate of pay.

Sick leave shall be considered as "actual time worked" for purposes of calculating overtime premium pay. The City may request a doctor's note after the third (3rd) day of illness.

(8) **Bereavement Leave**

The City shall authorize unit members to utilize up to three (3) days paid bereavement per incident following the death of a member of their immediate family. Any additional bereavement days off shall be subject to the approval of the department head on a case-by-case basis. The unit member may utilize accrued sick time during bereavement period for additional time off if needed.

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

The City shall authorize unit members to utilize one (1) paid day following the death of an extended family member. For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

Verification may be requested.

(9) **Callback**

Any employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1½) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

(10) **Stand-By Pay**

Water Division employees who are assigned to mandatory stand-by on the weekends and holidays shall be entitled to stand-by pay at the rate of \$1.50 per hour during the period when they are required to stand-by.

In addition, Street, Tree and Facilities Division employees who are assigned to mandatory stand-by on the weekends and holidays shall be entitled to stand-by pay at the rate of \$1.00 per hour during the period when they are required to stand-by. *At no point shall more than three employees be on stand-by from all the divisions combined.*

(11) **Bilingual Pay**

A bonus of \$100.00 per month shall be paid to those unit employees that qualify in accordance with the following conditions:

- a) The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and
- b) The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the department head and approved in writing by the City Manager.

(12) **Special Projects Bonus Pay**

Workers in Public Works when assigned to the Special Projects Squad shall receive \$5.00 per hour for each hour worked on designated special projects, Special Projects pay will not be paid in addition to Inspector pay. No more than 3 persons will be authorized to receive Special Projects pay for any project; a fourth employee may be assigned to the Special Projects crew at the discretion of the Deputy City Manager/Public Works Director only.

(13) **Inspector Duty Pay**

The City agrees to continue the specialized inspector pay provisions consistent with agreed upon procedures including but not limited to requiring approval by the department head and providing for no more than one inspector per project except by official exemption.

Any eligible Public Works field/building maintenance, utility, and/or supervisory employee that is required and scheduled to perform Inspection duties will be compensated at the rate of an additional \$6.00 per hour over his or her base salary, for those hours spent on inspection. To be eligible for Inspection Duty Pay, the staff member must be certified, and be on a Certification List developed by the Deputy City Manager/Public Works Director or his designee.

The job classifications eligible to participate in this program include: Public Works Maintenance Worker; Senior Maintenance Worker; Public Works Field Supervisor I; and Public Works Field Supervisor II.

(14) **Weekend Bonus Pay**

The City shall codify and continue the existing provisions applicable to workers assigned to rotating weekend work assignments within Public Works when a Public Works field staff worker is scheduled to work weekends.

Any eligible Public Works field/building maintenance, utility, and/or supervisory employee that is *required and scheduled* to perform Weekend Shift duties will be compensated at the rate of an additional \$2.50 per hour over his or her base salary, for those hours spent on weekend assignment.

To be eligible for Weekend Shift Pay, the staff member must be regularly assigned and scheduled to work a weekend. Compensation for weekend shift shall be the regular

employee's salary plus the weekend duty pay for hours worked on weekends. Weekend Shift Pay shall not be included in the determination of Overtime premium rate or comp time. It shall not be combined with other established premium compensation such as stand-by pay, or any other shift pay.

The job classifications eligible to participate in this program include: Public Works Maintenance Worker; Senior Maintenance Worker; Public Works Field Supervisor I; Public Works Field Supervisor II; Water Pump Operator/Backflow Technician; Meter Technician; Electrical Technician; Mechanical Helper and Master Mechanic.

(15) **Uniform Allowance**

The City shall provide uniforms and/or equipment, as well as provide allowances as follows:

- a) Public Works field employees shall be provided with the following annually unless otherwise specified:
- A pair of work boots made by Timberland, Red Wing, Wolverine, Stanley Cat, Bates, Chippewa, Carolyn, Sears or Dye Hard consistent with Cal OSHA's ANSI Z41.1 standard. Local Vender, specifications and brands to be provided by the City based on the job performed;
 - A jacket with bi-yearly replacement, subject to department head approval.
 - A uniform voucher not to exceed \$200.00 annually.
 - A pair of work shoes for Meter Technicians.

All purchases shall be made in accordance with the City's purchasing policy. It is further agreed that these will be deducted from the final salary payment of any employee failing to satisfactorily complete his probationary period.

- b) For non-sworn, full-time employees in the Police Department, the City shall provide two (2) complete sets of uniforms, plus raise the annual uniform allowance from \$250 to \$300. In addition, unit employees who are required to wear certain shoes/boots for their position will receive \$100 yearly (fiscal year) for purchase of work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.

The uniforms shall consist of:

Clerical – Blouse, skirt, pants, blazer, and vest

Police Desk Officer – Pants, skirt, shirt, and belt

Community Service Officer – Pants, shirt, jacket, and belt and name tag.

- c) Community Development Department field workers shall be provided with an initial issue of one appropriate jacket with bi-yearly replacements subject to department head approval and a pair of work shoes annually.
- d) Community Preservation Officers will be provided with a uniform as required by the department. All purchases shall be made in accordance with the City's purchasing policy.

Where uniform allowances are to be paid under Sections 15A, 15B, 15C, 15D above, they shall be paid semi-annually in December and in June. Worn uniforms shall be replaced by the City subject to the department head's approval. All worn uniforms must be turned in upon being replaced.

(16) **Court Appearance Pay**

Any bargaining unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1 ½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(17) **Acting Pay/Working Out of Class**

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of 5% higher than one's current salary. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Only trained Police Department personnel should be allowed to perform strip searches or Jailer duties. Assignments to perform higher-level duties must be formal and in writing, and approved by the department head.

(18) **Time Off for Promotional Tests or Interviews**

Employees shall be required to utilize their own time (e.g., unused Vacation or Compensatory time) for purposes of taking tests or participating in interviews within or outside the City. Procedure for such time off shall be consistent with existing City policy.

(19) **Workers' Compensation**

In those instances when an employee experiences an injury which is recognized as job-related by the City or the Worker's Compensation Appeals Board, and the employee is absent from work because of the injury, the employee shall receive full pay for the first ten (10) working days of disability without charge against accumulated sick leave. Thereafter, the injured employee shall have the following options:

- a) Remain on full pay with time charged against accumulated earned leave (sick leave/vacation). The injured employee shall remit his/her worker's compensation check to the City, and the City shall then credit back appropriated leave time in relation to the amount of the check. Upon using all accumulated leave time, the injured employee shall retain the disability time off. Employees may choose to only use sick leave and not vacation under this provision; or
- b) Accept the worker's compensation check as compensation during the period of disability with no time charged against accumulated earned leave time.

The City agrees to continue full payment of all insurance premiums for the duration of any job-related injury or illness at the same level as the employee had prior to his/her injury regardless of whether or not the employee is on payroll.

In accordance with CalPERS stipulations, as soon as it is believed that a unit employee is unable to perform his/her job because of an illness or injury which is expected to be permanent or last longer than six months, the employee may request that the City accommodate/transfer him/her to a less demanding vacant position. Should there not be a vacant position available, the City shall have the option to submit an application for disability retirement on the employee's behalf, provided that the employee has attained five or more years of service. However, nothing in this provision, takes away the employee's option to waive the right to retire for disability and/or elect to resign and withdraw his/her share of retirement contributions. If the employee has attained normal service retirement eligibility, he/she shall have the right to elect service retirement as provided in Government Code Section 20731. The injury or disease causing the incapacity or disability need not be job-related.

(20) **Tuition Reimbursement**

The City shall reimburse tuition for approved courses to unit members to a maximum of \$3,000 per fiscal year. Department heads and employees should make every effort to submit accurate requests for tuition reimbursement during the annual budget process.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "C" Grade, and commit to continued service to the City of San Fernando for the equivalent of the school units, not to exceed two years.

Employees enrolled in an approved tuition reimbursement program may charge mileage beyond ten (10) miles against tuition reimbursement at the current IRS rate.

(21) **Other Benefits**

For other benefits such as medical, dental, vision insurance, and retirement, that apply to Schedules G, C, and GPD, please refer to their specific MOUs (Contract Nos. 1624 & 1794).

(B) **PART-TIME EMPLOYEES**

Salary and benefits listed here apply to part-time employees assigned to **Schedule H** for "Hourly" employees, and **Schedule HFE** for "Hourly Full-Time Equivalent" employees, and reflect stipulations in the last MOU. These stipulations may change contingent upon negotiation of a new MOU.

(1) **Salary**

The hourly rates shown under **Schedules H** and **HFE** reflect existing salaries, and the following shall apply:

Fiscal Year 2016/2017 – 0% cost of Living Adjustment (COLA). However, the wages for certain part-time jobs that share the same job classifications and/or are equivalent to full-time classifications have been increased to reflect any increases negotiated for the full-time equivalent. Those are shown as HFE or Hourly Full-time Equivalent.

(2) **Sick, Vacation, Holiday and Bereavement Leave**

a) Employees may earn a bank of 24 hours per calendar year under the following criteria:

- i. The employee must be employed as of July 1, 2009 and have two years of continuous employment with no breaks in service except layoff.
- ii. The employee must work at least 1,000 hours during the last year.
- iii. The employee will be credited with a 24 hour paid time off bank beginning the first of the calendar year following the year the employee has met the requirements one and two listed above.
- iv. There is no accumulation of hours that may be carried from one calendar year to another.
- v. This paid time off can be used for sick, vacation, holiday or bereavement.

- b) Employees may earn a bank of 48 hours per calendar year under the following criteria:
 - i. The employee must be employed as of July 1, 2009 and have six years of continuous employment with no breaks in service except layoff.
 - ii. The employee must work at least 1,000 hours during the last year.
 - iii. The employee will be credited with a 48 hour paid time off bank beginning the first of the calendar year following the year the employee has met the requirements one and two listed above.
 - iv. There is no accumulation of hours that may be carried from one calendar year to another.
 - v. This paid time off can be used for sick, vacation, holiday or bereavement
 - c) Employees may earn a bank of 60 hours per calendar year under the following criteria:
 - i. The employee must be employed as of July 1, 2009 and have nine years of continuous employment with no breaks in service except layoff.
 - ii. The employee must work at least 1,000 hours during the last year.
 - iii. The employee will be credited with a 60 hour paid time off bank beginning the first of the calendar year following the year the employee has met the requirements one and two listed above.
 - iv. There is no accumulation of hours that may be carried from one calendar year to another.
 - v. This paid time off can be used for sick, vacation, holiday or bereavement
 - d) Employees may earn a bank of 72 hours per calendar year under the following criteria:
 - i. The employee must be employed as of July 1, 2009 and have twelve years of continuous employment with no breaks in service except layoff.
 - ii. The employee must work at least 1,000 hours during the last year.
 - iii. The employee will be credited with a 72 hour paid time off bank beginning the first of the calendar year following the year the employee has met the requirements one and two listed above.
 - iv. There is no accumulation of hours that may be carried from one calendar year to another.
 - v. This paid time off can be used for sick, vacation, holiday or bereavement
- (3) **Bilingual Pay**
- a) A bonus of \$50.00 per month shall be paid at the end of each month worked to those unit employees that qualify in accordance with the following conditions:
 - i. The employee must work eighty (80) hours or less per month.

- ii. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and
 - iii. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the department head and approved in writing by the City Manager.
- b) A bonus of \$100.00 per month shall be paid at the end of each month worked to those unit employees that qualify in accordance with the following conditions:
- i. The employee must work eighty (80 +) hours per month.
 - ii. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and the employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the department head and approved in writing by the City Manager.

(4) **Uniform Allowance/Equipment**

The City shall provide uniforms as follows:

- a) For non-sworn, part time employees in the City who are required to wear uniforms, the City shall provide one (1) complete set of uniforms per the assignment and replace as needed. The uniforms shall consist of those that the department deems necessary. All purchases shall be made in accordance with the City's purchasing policy.
- b) Rain Gear - The City shall provide rain gear to employees assigned to work in the rain.

(5) **Working Out of Class**

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of at least 5% higher than one's current salary. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

(6) **Time Off for Promotional Tests or Interviews**

Employees shall be required to utilize their own time (e.g., unused Vacation or Compensatory time) for purposes of taking tests or participating in interviews within or outside the City. Procedure for such time off shall be consistent with existing City policy.

(C) **POLICE OFFICERS' ASSOCIATION**

Salary and benefits listed here apply to regular full time employees assigned to **Schedule P**, for Sworn Police Officers and Sergeants, and reflect stipulations in the last MOU.

(1) **Salary**

The salary ranges shown under **Schedule P** reflects the following, per the last approved MOU:

- Effective on the first day of the pay period beginning after July 1, 2016, the base salary for each represented unit classification shall be increased by one and half percent (1.5%).

In computing benefits that are a percentage of base salary (e.g., Longevity) each benefit is calculated independently over the base salary of each respective employee.

(2) **Longevity Pay**

For unit employees hired prior to January 1, 2012:

The City shall pay longevity to all eligible unit members as follows:

- a) Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.
- b) Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7½%) over and above the base salary step for each employee in this category.
- c) Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

For unit employees hired on or after January 1, 2012:

The City shall pay longevity to all eligible unit members as follows:

- a) Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional three percent (3%) over and above the base salary step for each employee in this category.
- b) Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of four percent (4%) over and above the base salary step for each employee in this category.
- c) Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of five percent (5%) over and above the base salary step for each employee in this category.

(3) **Bilingual Pay**

The City shall pay a bilingual bonus of a flat \$100 per month to unit employees required in the normal course of their duties to communicate in Spanish with members of the public. Said payment is subject to the following conditions:

- a) Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and

- b) Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the department head and approved in writing by the City Manager.

(4) **Field Training Officer**

The City shall pay any sworn employee whom the department designates as a Field Training Officer (FTO) \$400 per month above his or her base salary.

(5) **Motor Officer**

The City shall pay any sworn employee whom the department designates as a Motor Officer \$400 per month above his or her base salary.

(6) **Canine Officer**

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

The City agrees to pay any sworn employee assigned to canine duties \$400 per month above his or her base salary, plus two (2) hours of premium overtime compensation each week. This amount recognizes that the time spent off duty to care for, clean, feed, groom and train his or her assigned dog and the maintenance (including cleaning) of his or her assigned vehicle/unit shall be considered hours worked. The City and the Association have analyzed this issue and it has been determined that unit members spend, on average, 20 hours per month performing such work off-duty and that the compensation set forth above is adequate.

(7) **Detectives**

The City shall pay any sworn employee whom the department designates as a Detective \$400 per month above his or her base salary.

(8) **POST Certificate Compensation**

Cert/Degree/Units	Before 1/1/12	Effective 1/1/12
Intermediate POST or AA/AS degree	\$229 ofcr/\$285 sgt.	\$200 ofcr/sgt.
Advanced POST or BA/BS degree	Add'l \$164 ofcr/ \$204 sgt.	Add'l \$200 ofcr/sgt.
Supervisory POST or Master's degree	Add'l \$164 ofcr/ \$204 sgt.	Add'l \$300 ofcr/sgt.

a) The following shall apply:

- i. Any employee that was receiving Certificate/Education pay for possession of any degree or certificate shall continue to fall under the provisions of the current program,

provided, however, compensation for possession of an Associate degree will be eliminated, except as to employees hired before 1/1/12, who were “grandfathered”.

- ii. Effective January 1, 2012, any employee not receiving any form of Certificate Pay (inclusive of certificates, units or degrees) shall fall under a modified program whereby compensation for possession of certificates shall be as follows: Intermediate POST certificate - \$200/month; Bachelor’s degree or Advanced POST certificate – \$200/month; Master’s degree or Supervisor’s POST certificate - \$300/month. An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor’s degree and an Intermediate POST certificate shall be paid \$400/month. If the employee also had a Master’s degree the employee would be paid \$700/month).
- iii. Effective January 1, 2012, new Certificates presented for processing shall be paid effective from the date officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

(9) **Holiday Hours**

Unit members shall be granted the following holidays:

- | | |
|--------------------------------------|-----------------------|
| (1) New Year’s Day | (7) Independence Day |
| (2) Martin Luther King, Jr. Birthday | (8) Labor Day |
| (3) Lincoln’s Birthday | (9) Columbus Day |
| (4) Washington’s Birthday | (10) Veteran’s Day |
| (5) Cesar Chavez’s Birthday | (11) Thanksgiving Day |
| (6) Memorial Day | (12) Christmas Day |

Employees shall accrue 96 hours of holiday leave per year, and shall be credited with 48 hours of holiday leave each January 1 and additional 48 hours of holiday leave each July 1. Employees shall schedule holiday leave in accordance with department procedures.

Employees will only be permitted to carry over 96 hours of accrued but unused holiday leave from one calendar year to the next. Employees who, as of January 1, have not lowered their accrued holiday leave to 96 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 96 hours cap. At that time, the employee will receive his/her full 48 hours allotment for that half-year. Upon employee’s separation, any unused holiday leave shall be compensated at his or her regular rate of pay.

(10) **Uniform Allowance**

The City shall pay employees a uniform allowance of \$800 per year. The allowance may be paid in equal semi-annual installments.

(11) **Overtime**

Employees shall receive time and one-half their regular rate of pay for all hours worked in excess of their regularly scheduled hours. In the event an employee takes sick leave on a regularly scheduled workday, and works beyond his/her regularly scheduled hours on that day, then the employee shall receive straight time compensation for the work beyond their regular schedule up to the duration of the sick leave used that day. Thereafter, all work beyond their regularly scheduled hours shall be compensated at the time and one-half rate. Employees may

elect to be paid for overtime hours worked or receive compensatory time off, but in no event shall their compensatory time bank exceed 100 hours.

(12) **Compensatory Time Off**

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

(13) **Call Back Compensation**

Any employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be paid at one and one-half (1½) times the regular rate of pay for the actual time worked, with a minimum of two (2) hours.

(14) **On-Call/Stand-By for Court**

Any employee required to be on-call for court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for two (2) hours for the morning session and two (2) hours for the afternoon session. If an employee is placed on-call for court and is subsequently called to testify during that same court session, the employee shall be paid for the combined duration of the actual time spent on-call and the actual time spent in the court appearance, at time and one-half his/her regular rate of pay, with a minimum of two hours.

(15) **Court Appearance Pay**

Any employee required to appear in court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(16) **Out of Class Pay**

Any unit member appointed to act in a higher classification and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

(17) **Pre-Employment Contract**

Any employee hired after July 1, 2008 who voluntarily leaves the City within thirty-six (36) months of accepting employment as a police cadet or police officer, and who obtains employment as a police officer within the State of California within the subsequent 12 months, will be required to repay the City for the actual cost of training that employee, not to exceed \$450 per month for each month short of 36. Said payments may be accomplished by relinquishing accrued but unused Vacation leave, Holiday leave or CTO leave, or in monthly installments of \$450, or both, at the employee's option.

(18) **Other Benefits**

For other benefits such as medical, dental, vision insurance, and retirement, that apply to Schedule P, please refer to their specific MOU (Contract No. 1789).

(D) **POLICE MANAGEMENT UNIT**

Salaries and benefits listed here apply to regular full time employees assigned to **Schedule MP**, for Sworn Police Lieutenants, and reflect stipulations in the last approved MOU.

(1) **Salary**

The salary ranges shown under **Schedule MP** reflect the following, per the last approved MOU:

- In order to create equitable separation between the Lieutenant classification and the classification immediately preceding Lieutenant, i.e. Sergeant, “Step A” in the Lieutenant classification was increased by ten percent (10%), and each subsequent Step was adjusted accordingly, effective the first pay period beginning after July 1, 2015.
- Effective on the first day of the pay period beginning after July 1, 2016, the base salary for each represented unit classification was increased by one and half percent (1.5%).

In computing benefits that are a percentage of base salary (e.g., Longevity, Bilingual, Special Assignment Pay, Post Certificate/Education, etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) **Annual Leave**

Employees earn Annual Leave in lieu of Vacation and Sick Leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll basis prorated in accordance with the following rates:

160 hours for 1-5 years of City service
200 hours for 6-10 year of City service
240 hours for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the Police Chief or his/her designee.

Unit members may, at the employee’s discretion, accrue up to 800 hours of Annual Leave. Upon the employee’s separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

In December of each year, unit members may, at the employee’s discretion, receive compensation for up to 80 hours of accumulated Annual Leave at their regular rate of pay provided that the employee has used a like number of hours of Annual or Management Leave during the same calendar year.

(3) **Management Leave**

Management Leave, also known as Administrative Leave, is intended to allow the employee time to manage personal affairs as required. Management Leave also provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide 80 hours Management Leave per year, credited January 1st of each year. Management Leave must be used in the year earned, and cannot be carried over from one calendar year to the next.

(4) **Bereavement Leave**

Employees shall be permitted to use up to five (5) days of any type of accrued leave per incident for bereavement purposes. The Police Chief may authorize additional days of leave for bereavement purposes on an as-needed basis.

(5) **Longevity Pay**

For unit employees hired prior to January 1, 2012:

The City shall pay longevity to all eligible unit members as follows:

- a) Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.
- b) Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7½%) over and above the base salary step for each employee in this category.
- c) Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

For unit employees hired on or after January 1, 2012:

The City shall pay longevity to all eligible unit members as follows:

- a) Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional three percent (3%) over and above the base salary step for each employee in this category.
- b) Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of four percent (4%) over and above the base salary step for each employee in this category.
- c) Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of five percent (5%) over and above the base salary step for each employee in this category.

(6) **Bilingual Pay**

The City shall pay a bilingual bonus of a flat \$100 per month to unit employees required in the normal course of their duties to communicate in Spanish with members of the public. Said payment is subject to the following conditions:

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

(7) **POST Certificate Compensation**

Unit employees who possess any of these certificates shall be compensated as follows over that employee's base salary:

Cert/Degree/Units	Before 1/1/12	Effective 1/1/12
Intermediate POST or AA/AS degree	\$285/Month	\$200/Month
Advanced POST or BA/BS degree	Add'l \$204	Add'l \$200/Month
Supervisory POST or Master's degree	Add'l \$204	Add'l \$300/Month

b) The following shall apply:

- i. Any employee that was receiving Certificate/Education pay for possession of any degree or certificate shall continue to fall under the provisions of the current program, provided, however, compensation for possession of an Associate degree will be eliminated, except as to employees hired before 1/1/12, who were "grandfathered".
- ii. Effective January 1, 2012, any employee not receiving any form of Certificate Pay (inclusive of certificates, units or degrees) shall fall under a modified program whereby compensation for possession of certificates shall be as follows: Intermediate POST certificate - \$200/month; Bachelor's degree or Advanced POST certificate - \$200/month; Master's degree or Supervisor's POST certificate - \$300/month. An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor's degree and an Intermediate POST certificate shall be paid \$400/month. If the employee also had a Master's degree the employee would be paid \$700/month).
- iii. Effective January 1, 2012, new Certificates presented for processing shall be paid effective from the date officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

(8) **Uniform Allowance**

Uniform allowance for Police Lieutenants shall be \$800 per year, payable in equal semi-annual installments.

(9) **Out of Class Pay**

Any unit member appointed to act in a higher classification and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

(10) **Contract Duty**

Unit members who, at the employee's discretion, work special assignments, typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half times the "Top Step" base pay of a City Police Sergeant plus any longevity and certificate pay to which the employee is entitled.

(11) **Vehicles**

Unit members shall be assigned an unmarked multi-purpose police vehicle for use to and from work locations and for official City business in accordance with City policy.

(12) **Other Benefits**

For other benefits such as medical, dental, vision insurance, and retirement, that apply to Schedule MP, please refer to their specific MOU (Contract No. 1793).

(E) **POLICE CHIEF**

For the Police Chief, the following shall apply, but can change contingent upon negotiated agreement between the Chief and the City:

(1) **Salary**

The salary shown for Police Chief in this salary schedule reflects a Flat Rate for the 2016-2017 Fiscal Year.

(2) **Longevity Pay**

The City shall pay the Police Chief an additional ten percent (10%) longevity pay over and above the monthly base salary.

(3) **Annual Leave**

Annual Leave for the Police Chief shall accrue on a payroll to payroll basis, and prorated in accordance with the following rates:

160 hours or 20 days for 1-5 years of City service
200 hours or 25 days for 6-10 year of City service
240 hours or 30 days for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the City Manager. If the employee's accrued but unused Annual Leave reaches 800 hours total, he or she will stop accruing additional Annual Leave unless and until the accrued Annual Leave falls below 800 hours.

In December of each year, the Chief may, at the employee's discretion, receive compensation for up to 80 hours of accumulated Annual Leave at his or her regular rate of pay provided that the employee has used a like number of hours of Annual or Management Leave during the same calendar year.

If the employee has pre-existing Sick Leave and/or Vacation accrual balance, he shall convert each hour of Sick Leave to 0.5 hours of Annual Leave; and convert Annual Leave at the rate of one (1) hour of Vacation to one (1) hour of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

(4) **Management Leave**

The Police Chief shall receive a maximum of eighty (80) hours of Management Leave per year, credited January 1st of each year. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next. Employee shall schedule Management Leave upon prior approval, and in the manner prescribed by the City Manager.

(5) **Holidays**

The Police Chief shall receive twelve (12) paid holidays similar to all sworn police employees, and in accordance with the City's current practices. Paid holidays will be those approved by the City by action of the City Council. The employee shall accrue 96 hours of Holiday Leave per year, and shall be credited with 48 hours of holiday leave each January 1, and additional 48 hours of holiday leave each July 1. The employee shall schedule Holiday Leave upon prior approval, and in the manner prescribed by the City Manager.

(6) **Uniform Allowance**

Uniform allowance for the Police Chief shall be \$800 per year, and shall be paid in equal semi-annual installments.

(7) **Use of City-Owned Automobile**

The Police Chief shall be assigned an unmarked multi-purpose police vehicle for use to and from work locations and for official City business in accordance with City policy.

(F) **DEPARTMENT HEADS AND MANAGEMENT**

Salaries and benefits listed here apply to regular full-time, non-sworn department heads and management employees assigned to **Schedule M**, and reflect stipulations in the last MOU/Resolution. These stipulations may change, and are contingent upon negotiation of a new MOU/Resolution.

(1) **Salary**

a) For full-time, non-sworn department heads, the salary ranges shown under **Schedule M** reflect the following, per Resolution No. 7692:

- Effective on the first day of the first pay period beginning after July 1, 2016, the employee's base salary shall be increased by one percent (1%).

b) For full-time, non-sworn management employees, the salary ranges shown under **Schedule M** reflect the following, per the last approved MOU (Contract No. 1796):

- Effective on the first day of the pay period beginning after July 1, 2016, the base salary for each represented unit classification shall increase by one percent (1%).

In computing benefits that are a percentage of base salary (e.g., longevity, bilingual, etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) **Bilingual Pay**

The City shall pay \$100.00 per month bilingual bonus for unit employees required in the normal course of their duties to communicate in Spanish with members of the public. Said payment is subject to the following conditions:

- a) The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and
- b) The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

(3) **Annual Leave**

- a) Unit employees shall be entitled to 100% of their annual leave accrual balance to be received in compensation at termination or separation.
- b) Annual Leave accrual per pay period for all unit members is as follows: 0 – 5 years of service: 6.15 Hours; 5 – 9 years of service: 7.69 Hours; and 10 or more years of service: 9.23 Hours.
- c) Employees who have pre-existing Sick Leave and/or Vacation accrual balance shall convert Sick Leave to Annual Leave at the rate of One (1) Hour of Sick Leave to 0.5 Hours of Annual Leave; and convert Vacation to Annual Leave at the rate of One (1) Hour of Vacation to One (1) Hour of Annual Leave.

(4) **Management Leave**

The City shall grant full-time, non-sworn department heads 120 hours of management leave per calendar year, to be credited each January 1. Up to 120 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

For full-time, non-sworn management employees, the City shall grant 80 hours of management leave per calendar year, to be credited each January 1. Up to 80 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

(5) **Acting Pay**

Employees who by written assignment perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

(6) **Longevity Pay**

Regular full-time, non-sworn department heads and management employees shall receive longevity pay as follows:

- a) Unit employees that have completed 10 years of service from date of hire, an additional 3% above the base salary step for each employee.
- b) Unit employees that have completed 20 years of service from date of hire, a total of 4% over and above the base salary.
- c) Unit employees that have completed 30 years of service from date of hire, a total of 5% over and above the base salary.

Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

(7) **Car Allowance**

Full-time, non-sworn department heads will receive a City-provided vehicle or car allowance of \$300/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

(8) **Mileage Reimbursement**

Full-time, non-sworn management employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

(9) **Tuition Reimbursement**

The City shall reimburse regular full-time, non-sworn department heads and management employees for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade, and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two years.

(10) **Technology Reimbursement**

Full-time, non-sworn department heads may elect to receive a technology reimbursement of \$100/month in lieu of a City-issued cell phone. Department heads that continue to receive a City-issued phone will not receive the reimbursement.

(11) **Other Benefits**

For other benefits such as medical, dental, vision insurance, and retirement, that apply to Schedule M, please refer to Council Resolution No. 7692 (for Department Heads), and MOU (Contract No. 1796) for SFMG.

(G) **CITY CLERK**

For the City Clerk position, the salary shown reflects a Flat Rate for the 2016-2017 Fiscal Year, as per Contract No. 7712, and can change contingent upon negotiation.

For other benefits, including but not limited to, medical, dental, vision insurance, and retirement, please refer to Contract No. 7712.

(H) **CITY MANAGER**

For the City Manager position, the following shall apply, but can change contingent upon negotiated contract:

(1) **Salary**

The salary shown for the City Manager in this salary schedule reflects a Flat Rate for the 2016-2017 Fiscal Year, as per Contract No. 1737. Subsequent increases shall be based on negotiated agreement between the City Manager and the City.

(2) **Bilingual Pay**

The City Manager shall be entitled to receive a bilingual bonus of \$100 per month if eligible per specified City policies and guidelines.

(3) **Annual Leave**

The City Manager shall accrue Annual Leave at a rate of ten (10) hours of Annual Leave per month for a total of one hundred and twenty (120) hours or fifteen (15) business days of Vacation Leave per calendar year. However, the City Manager cannot accrue additional Annual Leave during any period of time in which his total bank of Annual Leave exceeds three hundred (300) hours total.

(4) **Sick Leave**

The City Manager shall accrue Sick Leave at a rate of eight (8) hours of Sick Leave per month for a total of ninety six (96) hours or twelve (12) business days of Sick Leave per calendar year. Sick Leave shall be used only in cases of actual sickness or disability of the employee or the employee's immediate family or dependents.

(5) **Management Leave**

The City Manager shall be granted one hundred and twenty (120) hours or fifteen (15) business days of Management Leave per year, accrued in the same manner as all other regular non-sworn management employees. In December of each year, any unused leave shall be cashed out at the employee's current rate of pay.

(6) **Holidays**

The City Manager shall receive paid holidays in accordance with the City's current practices. Paid holidays will be those approved by the City by action of the City Council. The City currently provides twelve (12) paid holidays per calendar year.

(7) **Automobile Allowance**

The City shall provide the City Manager with an automobile allowance in the amount of Four Hundred Dollars (\$400) per month to assist the City Manager with the cost of using and operating his own private vehicle and to offset expenses such as gasoline, auto insurance, maintenance, repair, and other automobile related costs and expenses.

(8) **Medical, Dental and Vision Insurance**

The City Manager shall receive any and all employee medical, dental, and vision insurance benefits otherwise accorded the City's executive management employees (department heads).

(9) **Other Benefits**

For other benefits such as severance pay and retirement that apply to the City Manager, please refer to Contract No. 1737 and applicable amendments.

(I) **CITY COUNCIL**

In addition to the compensation reported under Section 2 (D) above, members of the City Council shall also receive the following benefits:

(1) **Automobile Allowance**

The City shall provide City Council members with an automobile allowance in the amount of Three Hundred Dollars (\$300) per month to assist the members with the cost of using and operating their own private vehicle, and to offset expenses such as gasoline, auto insurance, maintenance, repair, and other automobile related costs and expenses.

(2) **Medical, Dental and Vision Insurance**

City Council members shall receive any and all employee medical, dental, and vision insurance benefits otherwise accorded the City's executive management employees (department heads). However, where a fixed Cafeteria Plan allotment is accorded for purchase of medical, dental, and vision insurance, and the Council member does not spend his or her entire allotment, the balance shall be placed into a deferred compensation plan (Section 457 Plan) maintained by the City.

(3) **Retirement**

City Council members shall be entitled to retirement benefits, as per the stipulations of the State of California Public Employees' Retirement Laws.

(4) **Technology Reimbursement**

City Council members may elect to receive a technology reimbursement of \$100/month in lieu of a City-issued cell phone. Members that elect to receive a City-issued phone will not receive the reimbursement.

(5) **Wellness Reimbursement**

The City shall reimburse City Council members up to annual maximum of \$600 for reimbursable "wellness" expenses specifically incurred for health and welfare to the extent defined and permitted by Government Code, Section 53200(d). Medical exams, uninsured medical care costs, vision and dental expenses may qualify as health and welfare benefits. However, health club/fitness center membership, registration fees for health classes, and entrance fees for competitive events shall not qualify as health and welfare benefits.

SECTION 4: EMPLOYEES PLACED IN SAME STEP

For the purpose of placing this Resolution in effect as of the first day of the first pay period that includes July 1, 2016 and for the purpose of interpretation, each employee shall be placed in that salary step which he or she presently occupies in the range set forth for said position.

SECTION 5: INTERPRETATION - INEQUITY

In case of an inequity of hardship affecting any employee in a particular classification by reason of the adoption of this Resolution, the Council may adjust the same and the Council's action thereon as entered on the minutes shall be final. The Council shall determine all matters of interpretation of this Resolution and placement of employees in the proper salary steps and classification, and Council's decision on such matters as entered on the minutes shall be final.

SECTION 6: INTENT OF COUNCIL

It is the specific intent of the City Council that all officers and employees of the City for whom a salary range is specified in this Resolution or any amendment hereto shall be governed by the provision of this Resolution.

SECTION 7: REPEAL

Resolution No. 7716, adopted December 7, 2015, all Resolutions amendatory thereof or in conflict herewith and all motions and actions of the City Council in conflict herewith or covering the same matters heretofore adopted or taken to be the same are hereby repealed.

SECTION 8: EFFECTIVE DATE

The City Clerk shall certify to the passage of this Resolution, and the same shall be in full force and effect as of the first day of the first pay period that includes July 1, 2016.

ADOPTED AND APPROVED this 29th day of June, 2016.

Robert C. Gonzales, 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 29th day of June, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"**RESOLUTION NO. 7740**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE TABLE OF ORGANIZATION FOR THE 2016-2017 FISCAL YEAR AND REPEALING PORTIONS OF SECTION 1 OF RESOLUTION NO. 7721, ADOPTED JANUARY 19, 2016, AND ALL RESOLUTIONS AMENDATORY THEREOF, AND ALL MOTIONS OF THE CITY COUNCIL IN CONFLICT HERewith

WHEREAS, the City Council of the City of San Fernando is scheduled to adopt the Fiscal Year 2016-2017 Budget on or about June 29, 2016; and

WHEREAS, the Budget to be adopted for Fiscal Year 2016-2017 has provisions for various positions and classifications;

WHEREAS, it is necessary that said positions be assigned to specific departments, divisions and activities by title and number; and

WHEREAS, it is necessary that a new Table of Organization be adopted to reflect the positions assigned to specific departments, divisions, and activities by title and number;

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 January 19, 2016, per Resolution No. 7721, and all Resolutions amendatory thereof, be repealed, and that a new Table of Organization be added assigning the positions to the departments, divisions and activities as herein designated per attached Exhibit "A".

SECTION 2: Except as amended herein, all other provisions of the said Table of Organization adopted on January 19, 2016, per Resolution No. 7721, 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 29th day of June, 2016.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chavez, 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 29th day of June, 2016, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chavez, City Clerk

<div> <div>Exhibit "A"</div> <div> CITY OF SAN FERNANDO FY 2016-2017 - TABLE OF ORGANIZATION </div> </div>			
DEPARTMENT/TITLE	BUDGETED HOURS (PER WEEK)	FULL TIME EQUIVALENT (FTE) STATUS	AVG NUMBER OF PERSONNEL IN POSITION
<u>ADMINISTRATION</u>			
City Manager	40	1	1
Executive Assistant to the City Manager	40	1	1
<u>Personnel Division</u>			
Personnel Manager	40	1	1
Personnel Technician	40	1	1
<u>Treasurer Division</u>			
Treasurer Assistant	40	1	1
Office Clerk	40	1	1
TOTAL	240	6	6
<u>CITY CLERK</u>			
City Clerk	40	1	1
Deputy City Clerk (P/T)	27.88	0.69	1
TOTAL	67.88	1.69	2
<u>COMMUNITY DEVELOPMENT</u>			
Community Development Director	40	1	1
Community Preservation Officer	80	2	2
Building & Safety Supervisor	40	1	1
Associate Planner	40	1	1
Community Development Secretary	40	1	1
Community Preservation Officer (P/T)	30	0.75	2
City Maintenance Helper (P/T) - Grafitti	38	0.95	2
TOTAL	308	7.7	10
<u>FINANCE</u>			
Finance Director	40	1	1
Junior Accountant	40	1	1
Senior Account Clerk II	40	1	1
Senior Account Clerk	80	2	2
Finance Office Specialist	40	1	1
Finance Office Specialist (P/T)	30	0.75	1
TOTAL	270	6.75	7
<u>POLICE</u>			
Police Chief	40	1	1
Police Lieutenant	80	2	2
Police Sergeant	200	5	5
Police Officer	920	23	23

Exhibit "A"

CITY OF SAN FERNANDO
FY 2016-2017 - TABLE OF ORGANIZATION

<u>DEPARTMENT/TITLE</u>	<u>BUDGETED HOURS (PER WEEK)</u>	<u>FULL TIME EQUIVALENT (FTE) STATUS</u>	<u>AVG NUMBER OF PERSONNEL IN POSITION</u>
<u>POLICE (Continued)</u>			
Police Desk Officer	320	8	8
Police Office Specialist	40	1	1
Police Records/Systems Administrator	40	1	1
Police Records Specialist	40	1	1
Property Control Officer	40	1	1
Community Service Officer (P/T)	80	4	4
Crossing Guard (P/T)	100	2.5	6
Junior Cadet (P/T)	40	1	2
TOTAL	2340	60.5	65
<u>PUBLIC WORKS</u>			
Deputy City Manager/Public Works Director	40	1	1
Management Analyst	40	1	1
Office Specialist	40	1	1
Public Works Administrative Coordinator	40	1	1
Public Works Office Specialist	40	1	1
<u>Electrical Division</u>			
Electrical Supervisor	40	1	1
Building Maint. Worker/Electrical Helper	40	1	1
<u>Engineering Division</u>			
Civil Engineering Assistant II	80	2	2
<u>Facility Maintenance Division</u>			
Public Works Superintendent	40	1	1
Public Work Field Supervisor II	40	1	1
Senior Maintenance Worker	40	1	1
Public Works Maintenance Worker	120	3	3
Public Works Maintenance Helper (P/T)	57	1.4	4
<u>Equipment Maintenance Division</u>			
Equipment & Materials Supervisor	40	1	1
Mechanical Helper	40	1	1
<u>Street Services Division</u>			
Public Works Supervisor II	40	1	1
Senior Maintenance Worker	160	4	4
Public Works Maintenance Worker	80	2	2
Public Works Maintenance Worker (P/T)	17	0.4	1

Exhibit "A"

CITY OF SAN FERNANDO
FY 2016-2017 - TABLE OF ORGANIZATION

<u>DEPARTMENT/TITLE</u>	<u>BUDGETED HOURS (PER WEEK)</u>	<u>FULL TIME EQUIVALENT (FTE) STATUS</u>	<u>AVG NUMBER OF PERSONNEL IN POSITION</u>
<u>PUBLIC WORKS (Continued)</u>			
<u>Water Services Division</u>			
Public Works Superintendent	40	1	1
Public Works Field Supervisor II	40	1	1
Public Works Field Supervisor I	40	1	1
Senior Maintenance Worker	40	1	1
Public Works Maintenance Worker	80	2	2
Meter Technician	40	1	1
Water Pumping Operator/Backflow Techn.	40	1	1
TOTAL	1354	33.8	37
<u>RECREATION & COMMUNITY SERVICES</u>			
Director of Rec. & Community Services	40	1	1
Office Specialist	80	2	2
Community Services Supervisor	40	1	1
Cultural Arts Supervisor	40	1	1
Recreation Supervisor	40	1	1
Program Specialist	40	1	1
Day Camp Counselor (P/T)	60	1.5	13
Office Clerk/Cashier (P/T)	12	0.3	3
Program Specialist (P/T)	30	0.75	1
Recreation Leader I, II & III (P/T)	255	6.38	20
Senior Day Camp Counselor (P/T)	9.23	0.23	2
TOTAL	646.23	16.16	46
GRAND TOTAL	5226.11	132.6	173

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Ismael Aguila, Recreation and Community Services Director

Date: June 29, 2016

Subject: Consideration to Award Professional Service Agreement to RJM Design Group, Inc. for Park Master Plan Development Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the terms and award RJM Design Group, Inc. a Professional Service Agreement (Attachment "A" – Contract No. 1826) for Park Master Plan Development Services; and
- b. Adopt Resolution No. 7742 (Attachment "B") to increase the expenditures of Fiscal Year (FY) 2015-2016 Fund 017 budget by \$20,860.

BACKGROUND:

1. On June 15, 2015, the City Council adopted Resolution No. 7679 approving the FY 2015-2016 City Budget which included an appropriation of \$50,000 for the development of a Parks Master Plan (PMP).
2. On November 4, 2015, staff released a Request for Proposal (RFP) for development of the City of San Fernando Recreation and Community Services (RCS) PMP.
3. On December 7, 2015, staff received proposals from five firms responding to the PMP RFP.
4. On April 28, 2016, staff requested the top two firms submit a revised proposal reflecting cost reductions.

Consideration to Award Professional Service Agreement with RJM Design Group for Park Master Plan Development ServicesPage 2 of 5

ANALYSIS:Parks Master Plan (PMP)

The purpose of a Park Master Plan is to develop a comprehensive vision for park and recreation programs in context with their location, resources, and visions of the community. In cooperation with City Council, staff, partners, and community members, a plan is developed that contains tangible and often visible statements of where the park is now, what it should be in the future and what is required to get there. The ultimate goal is to build a framework for park and recreation programs for the next 15 to 30 years. The benefits of a PMP include the following:

- Build credibility, support, and consensus from community members and stakeholders.
- Inform citizens about park needs and community assets.
- Identify capital improvement goals and assess the necessary fiscal requirements and fundraising objectives.
- Guide critical decisions about parks and recreation facilities, infrastructure, programs, and services.
- Develop recommendations and implementation strategies.

The first City of San Fernando Recreation and Community Services Master Plan was completed in 1993. It included a five-year vision and strategy for the future development of City park facilities and recreation programming. Subsequently, the Master Plan strategies and “standards” were not reviewed and updated. Therefore the document became obsolete. In 2008, the City posted an RFP for the development of a PMP. However, the project was terminated due to financial limitations. The proposed PMP for the City will be an inclusive process that will gather the opinions and ideas of community stakeholders and include a comprehensive inventory of assets, demographics and current planning standards. The projected timeline for implementation of the Park Master Plan is one (1) year from the date the agreement is signed by all parties.

Project Description/Scope of Services

The PMP scope of work shall gather the opinions and ideas of the community stakeholders and include a comprehensive inventory of assets, demographics, and current planning standards. The scope of work will focus on four components: 1) Inventory; 2) Needs Assessments; 3) Cost and Financial Analysis; and 4) Implementation Plan. Staff reviewed five proposals received from firms based on the following criteria:

- Completeness and Comprehensiveness.
- Responsiveness to City issues.
- Potential benefits to the City.
- Experience of the firm in providing similar services to other municipalities.
- Cost effectiveness.

Consideration to Award Professional Service Agreement with RJM Design Group for Park Master Plan Development Services

Page 3 of 5

- Quality of proposed staff.

The final proposal rankings included teleconference interviews that clarified questions from selected review panel members. The panel was comprised of three Department Directors and two Recreation and Community Services Supervisors. The following chart depicts the final ranking of all five proposals received.

FIRM	RJM Design Rank #1	Mia Lehrer Rank #2	Green Play Rank #3	Michael Baker	Lawrence R. Moss
Inventory	1	2	3	5	4
Needs Assessment	2	1	3	4	1
Cost & Financial Analysis	3	1	2	4	5
Implementation Plan	1	2	3	4	5
Firm Experience	1	2	3	4	5
Quality of Staff	1	2	3	4	5
Cost effectiveness	2	3	1	4	5

Cost Comparisons	
Green Play	\$79,999
RJM Design Group	\$105,637
Mia Lehrer	\$121,990
Michael Baker	\$122,930
Lawrence R. Moss	\$187,000

Staff selected RJM Design Group (RJM) and Mia Lehrer to be the top two proposals. All submitted high quality proposals, received positive remarks from other cities who utilized their services, and were relatively close in total scores. On April 28, 2016, the top two firms were asked to submit a revised proposal reflecting cost reductions to accommodate City budget goals and also produce a quality product. On May 27, 2016, staff received one revised proposal from the RJM Group. No other firms submitted a revised proposal. RJM's revised proposal approach and methodology for a 12-month project will still provide the City with a quality Parks Master Plan while reflecting cost reductions to accommodate City budget goals. This will be accomplished by utilizing City resources to complete the specific tasks included in the original proposal. In addition, the revised proposal allows for RJM to reduce onsite visits to the City thus reducing staffing and travel costs. Below are the key changes to the revised proposal from RJM (Exhibit "A" of Attachment "A").

Consideration to Award Professional Service Agreement with RJM Design Group for Park Master Plan Development Services

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Key Changes in RJM Revised Proposal

Phases	Description/ Key Changes (in red)
Project Initiation	<ul style="list-style-type: none"> RJM conduct kick off meeting, coordinate document review information, review pertinent data and prepare base information
Community Profile	<ul style="list-style-type: none"> RJM prepare base map for planning area and community profile, including population demographics City staff provide park and Service Area Maps Review and evaluation of parks, facilities, programs, and services
Analysis of Parks, Facilities and Programs	<ul style="list-style-type: none"> City staff to provide park facility inventory, including digital aerials for each park and school site City staff prepare matrix of opportunity sites, including proposed, planned, and under construction City staff to provide inventory of existing programs Evaluate programming at joint-use school district facilities, and identify how these currently support City programming Identify potential partnership opportunities that meet recreation needs of community
Recreation Needs Assessment	<ul style="list-style-type: none"> RJM to conduct one community workshop and train City staff to conduct two additional community workshops Reduce stakeholder interviews (one-on-one) from 12 to 8 RJM shall still conduct key community-wide survey, development of facility standards, and needs analysis RJM to provide sport organization questionnaire. City to distribute and collect data City staff to conduct recreation trend analysis
Key Issues and Recommendations	<ul style="list-style-type: none"> RJM shall develop priorities number of facilities/amenities/elements recommended for new PMP RJM to provide recommendations for recreation uses, retrofit of existing parks and facilities Prepare proposed recreation facility opportunity map City shall provide "Recreation Program Summary Report"
Complete Master Plan	<ul style="list-style-type: none"> Develop and provide draft master plan Attend work session with Council and Park Commission Make any recommended edits/recommendations Provide final Parks Master Plan

It was determined that the RJM Design Group, Inc. met most of the criteria specified in the original proposal (Exhibit "B" of Attachment "A") which was proposed to cost \$105,637. The revised proposal of \$70,860 will still contain four of the six key components of the RFP scoring criteria in which RJM was ranked number one. Their new revised and lower fee includes professional services for all phases of the PMP project, including reimbursable expenses (travel, supplies, and so on). The cost also includes community workshops,

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stakeholder interviews, statistically valid survey, demand-need analysis, trend analysis, and recommendations. If additional on-site meetings are required, they would bill at an hourly billing rate of \$130-140/hour.

RJM Design has over 29 years of local government consulting experience, and has conducted similar Park Master Plans for several municipalities in California that include: San Bernardino, Long Beach, San Juan Capistrano, Goleta, Azusa, Norwalk, Downey, and Santa Clarita.

BUDGET IMPACT:

The FY 2015-2016 Adopted Budget included a one-time enhancement of \$50,000 to fund a Park Master Plan. Subsequent to the RFP process, it became clear that was not sufficient to produce a useful PMP. Fund 017 (Recreation Self-Sustaining Fund) currently has approximately \$54,000 in reserves available to fund recreation related projects and programs. Staff is proposing to appropriate the additional \$20,860 from the Recreation Self-Sustaining Fund. Adoption of a Resolution amending the FY 2015-2016 Budget is required to appropriate the additional funds to fully cover the cost of the proposed agreement to create a Park Master Plan.

CONCLUSION:

A Park Master Plan is key for developing a comprehensive vision for park and recreation programs in context with their location, resources, and visions of the community. The proposed City of San Fernando Park Master Plan will provide the framework for park and recreation programs for the next 15 to 30 years. It is recommended that City Council approve the Professional Service Agreement with the RJM Design Group, Inc. to begin the development of the City of San Fernando Park Master Plan. Therefore, staff is recommending that the City Council:

- a. Approve the terms and award RJM Design Group, Inc. a Professional Service Agreement (Attachment "A"- Contract No. 1826) for Park Master Plan development services; and
- b. Adopt Resolution No. 7742 (Attachment "B") to increase the expenditures of FY 2015-2016 Fund 017 budget by \$20,860.

ATTACHMENTS:

- A. Contract No. 1826
- B. Resolution No. 7742



ATTACHMENT "A"
CONTRACT NO. 1826

RJM DESIGN GROUP

Park Master Plan Development Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and RJM Design Group, Corp. (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 WORK:** 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 Work**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONSULTANT shall not commence with the performance of the Work until such time as CITY issues a written Notice to Proceed.
 - 1.2 **PROSECUTION OF WORK:** The Parties agrees as follows:
 - A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within FIFTEEN (15) calendar days of CITY's issuance of a Notice to Proceed, and shall be completed on a date not more than TWELVE (12) calendar months from the issuance of the Notice to Proceed (the "Completion Date");
 - B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
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- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; AND
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION:

- A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule which is on monthly basis following the completion of any substantial phase of work as referenced on page two of RJM Design Group Cost Summary (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONSULTANT's total compensation for the performance and completion of the Work shall not exceed the sum of SEVENTY THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$70,860) (hereinafter, the "Not-to-Exceed Sum"). CONSULTANT further agrees that the Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work.

- 1.4 PAYMENT OF COMPENSATION:** The Not-to-Exceed Sum shall be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed 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 days 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

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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 Work, 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.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Ismael Aguila, RCS Director (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 Zachary M. Mueting 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.

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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;
- 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,

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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. 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 reassigned to perform any of the Work.

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- 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, 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

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Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees,

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agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

- 3.6 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of

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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 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.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

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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 Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

PROFESSIONAL SERVICES AGREEMENT**Park Master Plan Development Services**Page 12 of 17

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

- 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

PROFESSIONAL SERVICES AGREEMENT**Park Master Plan Development Services**

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contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

PROFESSIONAL SERVICES AGREEMENT**Park Master Plan Development Services**

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CONSULTANT:

RJM Design Group, Inc.
31591 Camino Capistrano
San Juan Capistrano, CA 92675
Attn: Zachary M. Muetting
Phone: (949) 493-2600
Fax: (949) 493-2690
Email: zach@rjmdesigngroup.com

CITY:

City of San Fernando
117 Macneil St. San Fernando, CA 91340
Attn: Ismael Aguila, RCS Director
Phone: 818-898-1290
Fax: 818-898-1255
Email: iaguila@sfcity.org

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are 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:** Time is of the essence for each and every provision of this Agreement.

PROFESSIONAL SERVICES AGREEMENT**Park Master Plan Development Services**Page 15 of 17

- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, 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

PROFESSIONAL SERVICES AGREEMENT**Park Master Plan Development Services**Page 16 of 17

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 6.16, above.

- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

PROFESSIONAL SERVICES AGREEMENT**Park Master Plan Development Services**Page 17 of 17

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

CITY OF SAN FERNANDO**RJM Design Group, Corp.**

By: _____

Brian Saeki, City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____

Rick R. Olivarez, City Attorney

ATTACHMENT “B”**RESOLUTION NO. 7742****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2015-2016 ADOPTED ON JUNE 15, 2015**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2015-16, commencing July 1, 2015, and ending June 30, 2015; and

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

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2015 and ending June 30, 2016, a copy of which is on file in the City Clerk's Office, has been adopted on June 15, 2015.

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:

Fund 17:

Increase in Expenditures: \$ 20,860

PASSED, APPROVED, AND ADOPTED this 29th day of June, 2016.

Robert C. Gonzales, 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 29th day of June, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Nick Kimball, Finance Director

Date: June 29, 2016

Subject: Consideration and Approval of a Resolution Adopting of the Fiscal Year 2016-2017 City Budget or, Alternatively, Consideration and Approval of a Continuing Budget Resolution Continuing the Fiscal Year 2015-2016 City Budget Pending Final Approval of the Fiscal Year 2016-2017 City Budget

RECOMMENDATION:

It is recommended that the City Council:

- a. Open the Public Hearing; and
- b. Receive a presentation from City staff; and
- c. Pose questions to City staff.

It is then recommended that the City Council:

- a. Close the Public Hearing; and
- b. Approve Resolution No. 7746 adopting the Fiscal Year (FY) 2016-2017 Budget, subject to such modifications or amendments as may be stated by the City Council in its motion to approve the Resolution.

Or, in the alternative;

- c. Continue the Public Hearing to a date certain by or before July 20, 2016; and
- d. Approve Continuing Budget Resolution No. 7747 which continues the FY 2015-2016 City Budget pending final approval of the FY 2016-2017 Budget by or before July 20, 2016.

Consideration and Approval of a Resolution Adopting of the Fiscal Year 2016-2017 City Budget or, Alternatively, Consideration and Approval of a Continuing Budget Resolution Continuing the Fiscal Year 2015-2016 City Budget Pending Final Approval of the Fiscal Year 2016-2017 City Budget

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BACKGROUND:

1. During the months of March 2016 and April 2016, the Finance Department and City Manager met with each Department to develop the FY 2016-2017 Proposed Budget, which includes revenues and expenditures for the General Fund, Enterprise Funds, and all Special Revenue Funds.
2. On May 5, 2016, the FY 2016-2017 Proposed Budget, which included the General Fund, Enterprise Funds, Internal Service Funds, and all Special Revenue Funds, was distributed to the City Council. Proposed appropriations for all funds total approximately \$42.3 million, including \$17.8 million in the General Fund.
3. On May 9, 2016, the City Council held a Budget Study Session No. 1 to present and discuss the Proposed FY 2016-2017 Budget.
4. On June 9, 2016, pursuant to Section 2-647 of the City of San Fernando City Code, a Notice of Public Hearing was published in the San Fernando Valley Sun newspaper in order to notify interested parties and advise the residents of the proposed public hearing to adopt the FY 2016-2017 Budget on June 20, 2016 and in order to facilitate public input at said meeting.
5. On June 13, 2016, the City Council held a Budget Study Session No. 2 to have further discussions on the Proposed FY 2016-2017 Budget.

ANALYSIS:

Budget Overview

The FY 2016-2017 Budget is another Maintenance of Effort budget, which means it is based on providing the same level of service as FY 2015-2016. Departments were initially asked to prepare their FY 2016-2017 budgets assuming no Consumer Price Index (CPI) increase. After initial review of the budget, Departments were asked to look for efficiencies and propose cuts to their operating budgets. Ultimately, more than 1% (\$57,000) was trimmed from the General Fund operating budget.

In addition to reducing expenditures, this budget focusses on increasing on-going revenue sources. The City began taking steps to increase on-going revenues in FY 2015-2016 by approving funding for a user fee study, cost allocation plan update, and development impact fee study. All of these studies are intended to ensure the General Fund is fairly and justifiably recovering costs from customers receiving a specific service and other from funds to which the General Fund provides support. The Cost Allocation Plan has been completed and resulted in

Consideration and Approval of a Resolution Adopting of the Fiscal Year 2016-2017 City Budget or, Alternatively, Consideration and Approval of a Continuing Budget Resolution Continuing the Fiscal Year 2015-2016 City Budget Pending Final Approval of the Fiscal Year 2016-2017 City Budget

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approximately \$300,000 in additional on-going revenue. The user fee and development impact fee studies are under way and are expected to be completed in the summer.

The FY 2016-2017 budget includes funding for economic development activity, including feasibility studies, business outreach, and marketing in an effort to spur economic growth and bolster ongoing revenue. In order to continue to provide the current level of service to the community, it is necessary to grow the City's tax base through economic development.

Changes from the Proposed Budget

Based on input received from the City Council at the two Budget Study Sessions and additional information received by staff subsequent to the release of the Proposed Budget, a number of adjustments were required. Those changes are included as Attachment A, Exhibit 1 and include:

1. Additional costs for the City's animal control contract with LA County.
2. Administration fees charged by the Board of Equalization for collection and remittance of Measure A.
3. Reduction of expenditures by discontinuing production of the quarterly newsletter in favor of using the new website and social media to disseminate information.
4. Inclusion of three City Council Priority items.
 - a. Little Library Program (Mayor Gonzales).
 - b. Evaluation of traffic flow and parking at the Civic Center (Councilmember Ballin).
 - c. Additional holiday lights and related electrical upgrades on Maclay Ave (Councilmember Soto).
5. Changes due to transferring responsibility for the afterschool program back to LAUSD.
6. Minor adjustments to a few special revenue funds to ensure positive ending fund balances.

With the adjustments, the total Proposed Budget for all funds is approximately \$42.1 million, including the proposed General Fund budget is \$17.8 million.

Budget Adoption Resolution

Attachment A is the proposed Budget Resolution, which includes a number of items that give staff authority to execute a few routine budget related items without requiring additional City Council action, including the authority to:

- Update the Department work programs based on direction received from City Council at the Budget Study Session.

Consideration and Approval of a Resolution Adopting of the Fiscal Year 2016-2017 City Budget or, Alternatively, Consideration and Approval of a Continuing Budget Resolution Continuing the Fiscal Year 2015-2016 City Budget Pending Final Approval of the Fiscal Year 2016-2017 City Budget

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- Carry over and re-budget encumbered operational accounts and unexpended account balances for Capital Improvement Projects in fiscal year 2016-2017 with the approval of the City Manager.
- Transfer appropriations within departmental budgets (e.g. from one division to another within the same department) with the approval of the City Manager, provided it does not result in a net increase to the department's total appropriation.

Continuing Funding Resolution

Pursuant to Section 8-648, the City Council shall adopt a budget for the upcoming fiscal year by July 20th; however, the City's fiscal year ends on June 30th (SFCC Sec. 2-646) and all appropriations expire at the end of the fiscal year (SFCC Sec. 2-649). Consequently, in the event budget discussions extend beyond June 30th, City Council must adopt a resolution approving funding operations until the final budget is adopted.

In order to ensure City Council has sufficient time to discuss the Proposed Budget, City Council has requested preparation of a Resolution to continue to fund operations beyond June 30, 2016 pending final approval of the Fiscal Year 2016-2017 (Continuing Funding Resolution), which is included as Attachment "B." Should the City Council decide to hold additional budget discussions, the Public Hearing must be continued to a certain date and the Continuing Funding Resolution must be adopted to fund operations beyond June 30, 2016.

BUDGET IMPACT:

Adoption of the FY 2016-2017 City Budget sets the legal expenditure limit and provides a strategic resource allocation plan to address the City Council's goals. In accordance with the City's Budget Policy, the FY 2016-2017 General Fund Budget represents a balance budget with revenues of \$18.2 million and expenditures of \$17.8 million.

CONCLUSION:

The objective of the FY 2016-2017 budget is to continue the provision of existing services while continuing to make significant strides toward reducing the operating budget deficit and General Fund deficit fund balance. Having said that, it must be recognized that the City still has a long way to go before we truly achieve financial stability. The fiscal problems the City has experienced over the past several years have left many needs that cannot be met at this time. The City's financial position has stabilized for now, but additional ways to provide service will need to be explored to address the ongoing structural deficit, build sufficient reserves, fund

Consideration and Approval of a Resolution Adopting of the Fiscal Year 2016-2017 City Budget or, Alternatively, Consideration and Approval of a Continuing Budget Resolution Continuing the Fiscal Year 2015-2016 City Budget Pending Final Approval of the Fiscal Year 2016-2017 City Budget

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savings accounts for needed maintenance and equipment replacement, pre-fund long term liabilities, and restore services and programs to the community.

ATTACHMENTS:

A. Resolution 7746 w/ Exhibits:

1. Adjustments to the Proposed Budget
2. Summary of Revenues by Fund
3. Summary of Appropriations by Fund – By Type
4. Summary of General Fund Revenues by Source
5. Summary of General Fund Appropriations by Division – By Type
6. FY 2016-2017 Capital Improvement Program

B. Resolution 7747 - Continuing Funding Resolution

ATTACHMENT "A"**RESOLUTION NO 7746****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A BUDGET FOR THE FISCAL YEAR 2016-2017 AND ESTABLISHING ESTIMATED REVENUES AND APPROPRIATIONS AS DESCRIBED HEREIN**

WHEREAS, the City Council has received and considered a proposed budget for Fiscal Year 2016-2017, commencing July 1, 2016, and ending June 30, 2017; and

WHEREAS, the City Council has reviewed and modified the proposed budget and conducted a Public Hearing on the budget on June 20, 2016; and

WHEREAS, the City Council has determined that it is necessary for the efficient management of the City that certain sums raised from revenues, transfers, and reserves of the City be appropriated to the various departments, offices, agencies and activities 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: An annual budget for the City of San Fernando for the fiscal year beginning July 1, 2016 and ending June 30, 2017, a copy of which is on file in the City Clerk's Office (the "Annual Budget"), is hereby adopted; that Annual Budget being the proposed budget, as amended, modified and corrected in open study sessions before the City Council.

Section 2: The sums of money set forth in the Annual Budget are hereby appropriated from the revenues and the reserves of the City of San Fernando to the respective funds and accounts therein set forth for expenditure during Fiscal Year 2016-2017 for each of the several objects of Salaries and Wages, Operations and Maintenance, Capital Outlay and Public Improvements.

Section 3: The sums of money set forth in Exhibits "1", "2", "3", "4", "5" and "6" are hereby appropriated to the following named departments, offices, agencies and activities of the City for expenditures during Fiscal Year 2016-2017 as shown in Exhibits "1", "2", "3", "4", "5" and "6".

Section 4: Work programs in the published adopted budget shall be revised to reflect necessary updates and direction from the City Council on May 9, 2016, June 13, 2016, and June 20, 2016.

Section 5: Account balances that are encumbered as of June 30, 2016 may be carried over and rebudgeted in the fiscal year 2016-2017 budget with the approval of the City Manager or his/her designee.

Section 6: The unexpended account balances, as of June 30, 2016, for Capital expenditures, capital grants, and Capital Improvement Projects may be carried over and rebudgeted in the fiscal year 2016-2017 budget with the approval of the City Manager or his/her designee, provided it does not exceed the prior year adjusted budget.

Section 7: Appropriation transfers may be made within departmental budgets from one functional category to another or from one division or section to another with the approval of the City Manager or his/her designee, provided there is no net increase in the department's total appropriation.

Section 8: Appropriation transfers to cover retirement/termination related leave payoffs may be made from the non-departmental contingency account to accounts within the budget categories of the various departments, divisions and offices with the approval of the City Manager or his/her designee.

Section 9: No such carry overs or transfers authorized pursuant to the foregoing paragraphs shall be construed as establishing additional regular positions without prior approval of the City Council.

PASSED, APPROVED, AND ADOPTED this 29th day of June, 2016.

Robert C. Gonzales, 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 29th day of June, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

City of San Fernando
Adjustments to Proposed Budget
Fiscal Year 2016-2017

EXHIBIT 1

001 - GENERAL FUND				
Beginning Fund Balance:			(4,236,519)	
Proposed Revenue Total			18,216,591	
Account - Description	Proposed Estimate	Revised Estimate	Change	
N/A	-	-	-	
Total Revenue Adjustments	-	-	-	
Revised Revenue Total			18,216,591	
Proposed Expenditure Total			17,768,756	
Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
001-101-0000-4300 Department Supplies	2,137	4,637	2,500 Mayor Gonzales priority - Little Free Library program. One-time.	
001-101-0000-4300 Department Supplies	4,637	7,137	2,500 Councilmember Ballin priority - Evaluation of traffic flow and parking in Civic Center area. One-time.	
001-101-0000-4300 Department Supplies	7,137	32,137	25,000 Councilmember Soto priority - Purchase holiday decorations and perform related electrical upgrades along Maclay and San Fernando Mission. One-time.	
001-105-0000-4230 Advertising	20,000	-	(20,000) Suspension of quarterly Newsletter.	
001-115-0000-4103 Wages, Part Time	26,998	39,300	12,302 Increase hours for Deputy City Clerk (PT) from 1,000 to 1,450. On-going.	
001-130-0000-4103 Wages, Part Time	21,937	21,937	- Reclassify Cashier (PT) to Office Specialist/Personnel Assistant (PT) and reduce PT hours from 2,000 to 1,560. Ongoing.	
001-190-0000-4260 Contractual Services	59,000	91,000	32,000 Increase in Animal Control Costs (\$5k) Ongoing.	
001-422-0000-4103 Wages, Part Time	150,000	165,000	15,000 Admin cost for BoE Trans. Fee (\$27k) One-time.	
Total Expenditure Adjustments	291,846	361,148	69,302	
Revised Expenditure Total			17,838,058	
Operating Surplus(Deficit)			378,533	
Ending Fund Balance:			(3,857,986)	

City of San Fernando
Adjustments to Proposed Budget
Fiscal Year 2016-2017

EXHIBIT 1

008 - PROPOSITION C - TRANSIT DEVELOPMENT FUND

Beginning Fund Balance:		10,541		
Proposed Revenue Total		373,229		
Account - Description	Proposed Estimate	Revised Estimate	Change	
008-3210-0000 Sales and Use Tax	373,229	376,500	3,271	Increase proposed revenue
Total Revenue Adjustments	373,229	376,500	3,271	
Revised Revenue Total		376,500		
Proposed Expenditure Total		392,015		
Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
008-311-0000-4500 Capital Projects	100,000	95,000	(5,000)	Reduce exp. to increase fund balance
Total Expenditure Adjustments	100,000	95,000	(5,000)	
Revised Expenditure Total		387,015		
Operating Surplus(Deficit)		(10,515)		
Ending Fund Balance:		26		

011 - STATE GAS TAX FUND

Beginning Fund Balance:		(69,672)	
Proposed Revenue Total		556,000	
Account - Description	Proposed Estimate	Revised Estimate	Change
N/A	-	-	-
Total Revenue Adjustments	-	-	-
Revised Revenue Total		556,000	
Proposed Expenditure Total		533,692	
Account - Description	Proposed Appropriation	Revised Appropriation	Difference
011-311-0558-4260 Contractual Services	100,000	50,000	(50,000) Reduce exp. to increase fund balance
Total Expenditure Adjustments	100,000	50,000	(50,000)
Revised Expenditure Total		483,692	
Operating Surplus(Deficit)		72,308	
Ending Fund Balance:		2,636	

City of San Fernando
Adjustments to Proposed Budget
Fiscal Year 2016-2017

EXHIBIT 1

053 - COMMUNITY INVESTMENT FUND				
Beginning Fund Balance:			8,237	
Proposed Revenue Total			10,000	
<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>	
ICFA Comm Investment Funds	-	15,000	15,000	Independent Cities Financing Authority Community Investment Funds
Total Revenue Adjustments	-	15,000	15,000	
Revised Revenue Total			25,000	
Proposed Expenditure Total			10,000	
<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>	
053-115-0000-4390 Education Comm. Exp	-	7,500	7,500	2015-16 ICFA comm invest funds
053-420-0000-4xxx Special education prg	-	7,500	7,500	2014-2015 ICFA comm invest funds
Total Expenditure Adjustments	-	15,000	15,000	
Revised Expenditure Total			25,000	
Operating Surplus(Deficit)			-	
Ending Fund Balance:			8,237	
072 - SEWER FUND				
Beginning Fund Balance:			4,243,073	
Proposed Revenue Total			2,957,000	
<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>	
N/A	-	-	-	
Total Revenue Adjustments	-	-	-	
Revised Revenue Total			2,957,000	
Proposed Expenditure Total			5,386,497	
<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>	
072-360-0000-4105 Overtime	15,000	40,000	25,000	One-time increase to OT to address sewer jetting needs identified by CCTV.
Total Expenditure Adjustments	15,000	40,000	25,000	
Revised Expenditure Total			5,411,497	
Operating Surplus(Deficit)			(2,454,497)	
Ending Fund Balance:			1,788,576	

City of San Fernando
Adjustments to Proposed Budget
Fiscal Year 2016-2017

EXHIBIT 1**103 - GRIDLEY ELEMENTARY GRANT FUND**

Beginning Fund Balance: -

Proposed Revenue Total **121,700**

<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>
103-3697-0103 Grant Funds	121,700	-	(121,700) Reflect discontinuance of program
Total Revenue Adjustments	121,700	-	(121,700)

Revised Revenue Total -

Proposed Expenditure Total **121,700**

<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>
103-420-0000-4xxx Operating Expenses	121,700	-	(121,700) Reflect discontinuance of program
Total Expenditure Adjustments	121,700	-	(121,700)

Revised Expenditure Total -

Operating Surplus(Deficit) -

Ending Fund Balance: -

104 - MORNINGSIDE ELEMENTARY GRANT FUND

Beginning Fund Balance: -

Proposed Revenue Total **121,700**

<i>Account - Description</i>	<i>Proposed Estimate</i>	<i>Revised Estimate</i>	<i>Change</i>
104-3697-0104 Grant Funds	121,700	-	(121,700) Reflect discontinuance of program
Total Revenue Adjustments	121,700	-	(121,700)

Revised Revenue Total -

Proposed Expenditure Total **121,700**

<i>Account - Description</i>	<i>Proposed Appropriation</i>	<i>Revised Appropriation</i>	<i>Difference</i>
104-420-0000-4xxx Operating Expenses	121,700	-	(121,700) Reflect discontinuance of program
Total Expenditure Adjustments	121,700	-	(121,700)

Revised Expenditure Total -

Operating Surplus(Deficit) -

Ending Fund Balance: -

CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF REVENUES BY FUND
FISCAL YEAR 2016-2017

EXHIBIT 2

Governmental Funds	FY 2016-2017 Proposed
001 General Fund	18,216,591
Total Governmental Funds	18,216,591

Special Funds	FY 2016-2017 Proposed
002 SLESF	100,000
007 Proposition A	477,959
008 Proposition C	373,229
009 Proposition C - Discretionary	-
010 Grants	-
011 State Gas Tax	556,000
012 Measure R	280,000
013 Traffic Safety	30,000
014 Cash In-Lieu of Parking	-
015 Local Transportation	19,600
016 AQMD	29,100
017 Recreation Self Sustaining	143,900
018 Retirement	3,829,868
019 Quimby Act	-
020 State Asset Seizure	-
021 Federal Asset Seizure	-
022 STPL	-
026 CDBG	240,000
027 Street Lighting	397,000
029 Parking and Maintenance Operations	182,800
032 Capital Outlay	-
050 Pavement Fund	-
053 Community Investment Fund	10,000
101 AB109 Task Force Fund	-
103 Gridley Elementary Grant Fund	121,700
104 Morningside Elementary Grant	121,700
105 HUD - EDI Wayfinding Grant	-
107 State Farm Grant	-
108 California Arts Council	-
109 National Endowment for the Arts	-
111 DUI Avoid Campaign	-
112 Alliance for CA Traditional Arts	-
113 MTA TOD Planning Grant	-
115 Elderly Nutrition Program Income	100,000
118 Housing Related Parks (HRP) Program	-
119 Office of Traffic Safety	43,202
120 Alcohol Beverage Control Grant	-
Total Special Funds	7,056,058

**CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF REVENUES BY FUND
FISCAL YEAR 2016-2017**

Proprietary Funds	FY 2016-2017 Proposed
006 Self Insurance	1,900,000
041 Equipment Maint/Replacement	849,156
043 Facility Maintenance	1,075,000
070 Water	3,136,000
072 Sewer	2,957,000
073 Refuse	-
Total Proprietary Funds	9,917,156
Total Citywide Revenues	35,189,805

**CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE
FISCAL YEAR 2016-2017**

EXHIBIT 3

The total budget for Governmental, Special and Proprietary Funds. This summary provides an overview of each fund's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

Governmental Funds		Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
001	General Fund	10,258,408	5,025,627	538,000	1,946,721	17,768,756
Total General Fund		10,258,408	5,025,627	538,000	1,946,721	17,768,756

Special Funds		Personnel	Operating	Capital Expenses	Transfers Out	Total Budget
002	SLESF	-	-	-	100,000	100,000
007	Proposition A	26,988	504,777	-	-	531,765
008	Proposition C	63,205	131,266	197,544	-	392,015
010	Capital Grants	-	-	-	-	-
011	State Gas Tax	60,327	374,201	-	99,164	533,692
012	Measure R	25,566	178,000	2,785,000	-	2,988,566
013	Traffic Safety	-	-	-	30,000	30,000
015	Local Transportation	-	-	19,000	-	19,000
016	AQMD	-	-	-	-	-
017	Recreation Self Sustaining	-	113,281	-	-	113,281
018	Retirement	4,302,875	329,161	-	-	4,632,036
019	Quimby Act	-	-	-	-	-
020	State Asset Seizure	-	-	50,000	-	50,000
021	Federal Asset Seizure	-	-	50,000	-	50,000
022	STPL	-	-	-	-	-
026	CDBG	15,000	-	225,000	-	240,000
027	Street Lighting	113,339	283,668	-	-	397,007
029	Parking and Maintenance Operations	112,357	58,682	-	-	171,039
032	Capital Outlay Fund	-	-	-	-	-
050	Pavement Fund	-	-	-	-	-
053	Community Investment Fund	-	10,000	-	-	10,000
101	AB109 Task Force Fund	-	-	-	-	-
103	Gridely Elementary Grant Fund	99,000	22,700	-	-	121,700
104	Morningside Elementary Grant	99,000	22,700	-	-	121,700
108	California Arts Council	-	-	-	-	-
109	National Endowment for the Arts	-	-	-	-	-
112	Alliance for CA Tradition Arts	-	-	-	-	-
113	MTA TOD Planning Grant	-	-	-	-	-
115	Elderly Nutrition Program	-	100,000	-	-	100,000
118	Housing Related Parks (HRP) Program	-	-	-	-	-
119	COPS Safe Schools	43,202	-	-	-	43,202
120	Alcohol Beverage Control Grant	-	-	-	-	-
Total Special Funds		4,960,859	2,128,436	3,326,544	229,164	10,645,003

Proprietary Funds		Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
006	Self Insurance Fund	-	1,900,000	-	-	1,900,000
041	Equipment Maint/Replacement	265,512	388,520	40,000	62,864	756,896
043	Facility Maintenance	440,236	527,801	-	106,794	1,074,831
070	Water	1,397,927	1,442,200	1,612,105	306,134	4,758,366
072	Sewer	829,763	2,414,770	2,007,734	134,230	5,386,497
073	Refuse	-	-	-	-	-
Total Proprietary Funds		2,933,438	6,673,291	3,659,839	610,022	13,876,590

Total Citywide Expenditures		\$ 18,152,705	\$ 13,827,354	\$ 7,524,383	\$ 2,785,907	\$ 42,290,349
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**CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF REVENUE BY TYPE
FISCAL YEAR 2016-2017**

EXHIBIT 4

General Fund Revenue	FY 2016-2017 Proposed
Property Taxes	2,350,000
Sales and Other Taxes	9,780,000
Licenses and Permits	296,000
Fines and Forfeitures	461,000
Interest & Rental Income	179,900
From Other Agencies	2,273,500
Charges for Service	2,055,527
Miscellaneous Revenue	50,000
Other Revenue	770,664
Total Revenue	18,216,591

**CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE
FISCAL YEAR 2016-2017**

EXHIBIT 5

The total budget for each General Fund division, by department. This summary provides an overview of each divisions's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

					Internal Svc.	Total Budget
ADMINISTRATION		Personnel	Operating	Capital Expenses	Chrg.	
01-101	City Council	107,776	43,637	-	17,310	168,723
01-102	Treasurer	134,364	2,460	-	25,009	161,833
01-105	Administration	317,399	45,870	-	41,808	405,077
01-106	Personnel	235,379	46,905	-	36,020	318,304
01-110	City Attorney	-	250,000	-	-	250,000
01-112	Labor Attorney	-	65,000	-	-	65,000
01-500	Fire Services - Contract	-	2,900,000	-	-	2,900,000
Total Administration Department		794,918	3,353,872	-	120,147	4,268,937

					Internal Svc.	Total Budget
CITY CLERK		Personnel	Operating	Capital Expenses	Chrg.	
01-115	City Clerk	165,058	25,005	-	26,205	216,268
01-116	Elections	10,200	58,000	-	-	68,200
Total City Clerk Department		175,258	83,005	-	26,205	284,468

					Internal Svc.	Total Budget
FINANCE		Personnel	Operating	Capital Expenses	Chrg.	
01-130	Finance Administration	447,448	104,650	-	75,247	627,345
01-135	Information Technology	-	394,805	-	-	394,805
01-180	Retirement Health Premiums	875,000	-	-	-	875,000
01-190	Non-Departmental	59,500	295,200	390,000	-	744,700
Total Finance Department		1,381,948	794,655	390,000	75,247	2,641,850

					Internal Svc.	Total Budget
COMMUNITY DEVELOPMENT		Personnel	Operating	Capital Expenses	Chrg.	
01-140	Building and Safety	212,924	14,660	-	32,009	259,593
01-150	Planning/Administration	178,248	66,970	-	27,136	272,354
01-152	Community Preservation	353,107	28,095	-	95,792	476,994
Total Community Development		744,279	109,725	-	154,937	1,008,941

					Internal Svc.	Total Budget
POLICE		Personnel	Operating	Capital Expenses	Chrg.	
01-222	Police Admin	929,623	210,250	-	161,581	1,301,454
01-224	Detectives	711,425	16,415	-	170,731	898,571
01-225	Patrol	4,109,191	69,900	120,000	791,760	5,090,851
01-226	Reserves/Explorers	55,000	12,000	-	10,804	77,804
01-230	Community Service	138,473	-	-	29,182	167,655
01-250	Emergency Services	-	5,000	-	-	5,000
Total Police Department		5,943,712	313,565	120,000	1,164,058	7,541,335

**CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE
FISCAL YEAR 2016-2017**

The total budget for each General Fund division, by department. This summary provides an overview of each divisions's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

PUBLIC WORKS*					Internal Svc.	Total Budget
		Personnel	Operating	Capital Expenses	Chrg.	
01-310	PW Administration	238,610	143,930	-	42,071	424,611
01-311	Street Maintenance	82,989	16,175	-	64,728	163,892
01-341	Mall Maintenance	-	4,300	18,000	-	22,300
01-343	Street Sweeping	-	27,600	-	-	27,600
01-346	Streets, Trees, & Parkways	62,214	7,000	-	38,387	107,601
01-370	Traffic Safety	69,894	15,500	-	52,336	137,730
01-371	Traffic Signals	-	30,500	-	-	30,500
Total Public Works		453,707	245,005	18,000	197,522	914,234

RECREATION & COMM SERVICES					Internal Svc.	Total Budget
		Personnel	Operating	Capital Expenses	Chrg.	
01-420	Administration	296,470	55,800	10,000	66,395	428,665
01-422	Community Services	140,605	25,000	-	36,610	202,215
01-423	Recreation	232,734	6,000	-	62,520	301,254
01-424	Special Events	94,777	39,000	-	43,080	176,857
Total Recreation & Comm Services		764,586	125,800	10,000	208,605	1,108,991

TOTAL GENERAL FUND		\$ 10,258,408	\$ 5,025,627	\$ 538,000	\$ 1,946,721	\$ 17,768,756
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*Excludes Special Revenue and Enterprise Funded expenditures.



CAPITAL IMPROVEMENT PROGRAM



CAPITAL IMPROVEMENT PROGRAM

Capital Improvement Program – Project Status

Project Number	Category	Project Name	Status
0560	Street and Sidewalk Improvements	Annual Street Resurfacing Project	On Target – Bidding Ongoing
0857	Water Improvements	Water Quality – Nitrate Treatment Project	Completed. Awaiting LA DWP electrical connection
0178	Street and Sidewalk Improvements	Brand Boulevard Landscaping	Completed: March 2016
3636	Street and Sidewalk Improvements	Safe Routes to School, Cycle 7	In Construction Est. Completion: June 2016
3661	Facility Improvements	Compressed Natural Gas Fueling Station	Evaluating Bids Est. Completion: June 2017
0138	Street and Sidewalk Improvements	CDBG Street Resurfacing Project	Awaiting County Approval of Specifications Est. Completion: Aug. 2016
0842	Stormwater Improvements	Stormwater Catch Basin Inserts	Awaiting County Approval of Specifications Est. Completion: Dec. 2016
0881	Facility Improvements	Housing Related Parks Grant - Recreation Park Improvements	Completed: May 2016
3665	Traffic and Pedestrian Safety	Highway Safety Improvement Program – Pedestrian Signals	On Target Est. Completion: Aug. 2017
TBD	Sewer Improvements	Sewer CCTV and Flow Monitoring	CCTV and Flow Monitoring Complete; Awaiting Report from Contractor Est. Completion: Aug. 2016
TBD	Parking Improvements	Modified Plans – Trash Enclosures Only	Est. Completion: Sept. 2016
0558	Street and Sidewalk Maintenance	Street Patching/Striping	Ongoing



CAPITAL IMPROVEMENT PROGRAM

Title: Safe Routes to School Project – Cycle 7

Category: Street and Sidewalk Improvements

Project: 3636

SOURCES		
Fund	Account Number	Allocation
Safe Routes to School (Grant)	010-370-3636-4600	\$ 595,674
Measure R (Match)	012-311-3636-4600	\$ 191,581
		\$
Total Sources:		\$ 787,255

USES		
Activity	Account Number	Cost
Preliminary Engineering	010/012-311-3636-4600	\$ 24,080
Inspection	010/012-311-3636-4600	\$ 25,000
Construction	010/012-311-3636-4600	\$ 595,195
Contingency (15%)	010/012-311-3636-4600	\$ 90,000
Expenditures-to-Date (if applicable)		
Planning/Design	019/118-423-0118-4600	\$ 52,980
Total Uses		\$ 787,255

ACTIVITY	START	DURATION	MONTH					
			A	M	J	J	A	S
Project Duration	A	60 DAYS						
Work Period	A	60 DAYS						

Project Description:

Project involves traffic safety and traffic calming enhancements along local school routes. The bulk of this project is funded through the State of California Safe Routes to School Program, with a total approved grant of \$595,674, with \$191,581 in additional funding from Measure R funds. The project includes the installation of new traffic striping, signage, accessible curb ramps, and sidewalk improvements.



CAPITAL IMPROVEMENT PROGRAM

Title: Stormwater/NPDES – Catch Basin Inserts

Category: Stormwater Improvements

Project: 0842

SOURCES		
Fund	Account Number	Allocation
Refuse Fund	073-350-0842-4500	\$ 100,000
Capital Outlay	032-311-0842-4500	\$ 95,000
Total Sources:		\$ 195,000

USES		
Activity	Account Number	Cost
Permitting	073-350-0842-4300	\$ 15,000
Inspection	073-350-0842-4260	\$ 15,000
Construction	032/073-0842-4500	\$ 150,000
Contingency (15%)	032/073-0842-4500	\$ 15,000
Expenditures-to-Date (if applicable)		
Planning/Design		\$ 0
Total Uses		\$ 195,000

ACTIVITY	START	DURATION	MONTH					
			A	M	J	J	A	S
Project Duration	A	120 DAYS						
County Inspection/Permit	A	60 DAYS						
Advertisement	J							
City Council Award of Contract	7/5							
Work Period		60 DAYS						

Project Description:

Retrofit all existing City and Los Angeles County Flood Control District (LACFCD) catch basins within the city limits in order to comply with the Trash Total Maximum Daily Load (Trash TMDL) requirements established by the Los Angeles Regional Water Quality Control Board. On July 7, 2009 the Los Angeles Regional Water Quality Board established a Trash TMDL requiring installation of full capture devices to achieve 100% reduction by October 31, 2016.



CAPITAL IMPROVEMENT PROGRAM

Title: Street Resurfacing

Category: Street and Sidewalk Improvements

Project: 0560

SOURCES		
Fund	Account Number	Allocation
Proposition C (FY 2016=\$143,500; FY 2017=\$45,000)	008-311-0560-4600	\$ 188,500
Measure R	012-311-0560-4600	\$ 619,000
STP-L	022-311-0560-4600	\$ 281,000
Water Fund	070-385-0560-4600	\$ 420,000
Total Sources:		\$ 1,508,500

USES		
Activity	Account Number	Cost
Inspection	012-311-0560-4600	\$ 60,000
Construction	008/012/022/070-0560-4600	\$ 1,200,000
Contingency (15%)	008/012/022/070-0560-4600	\$ 178,500
Expenditures-to-Date (if applicable)		
Planning/Design	012-311-0560-4600	\$ 70,000
Total Uses		\$ 1,508,500

ACTIVITY	START	DURATION	MONTH					
			A	M	J	J	A	S
Project Duration	A	90 DAYS						
Advertisement	A							
City Council Award of Contract	5/16							
Work Period		90 DAYS						

Project Description:

Annual Street Resurfacing Program: Overlay, remove and replace sidewalks, curb and gutter work, street repaving on Warren (between N. Maclay and Harding); Brand (between Glenoaks and 8th); Macneil (between Lucas and dead end); Lucas (between Maclay and Brand), 8th street (between Hubbard and Maclay); Phillippi (between Harding and Cul-de-sac).



CAPITAL IMPROVEMENT PROGRAM

Title: CDBG Street Resurfacing

Category: Street and Sidewalk Improvements

Project: 0138

SOURCES		
Fund	Account Number	Allocation
CDBG	026-3693-138	\$ 245,000
Total Sources:		\$ 245,700

USES		
Activity	Account Number	Cost
Inspection	026-311-0138-4260	\$ 15,000
Construction	026-311-0138-4000	\$ 195,000
Contingency (10%)	026-311-0138-4200	\$ 20,000
Expenditures-to-Date (if applicable)		
CDBG Admin	026-311-0138-4270	\$ 15,000
Total Uses		\$ 245,000

ACTIVITY	START	DURATION	MONTH					
			A	M	J	J	A	S
Project Duration	A	90 DAYS						
Advertisement	M							
City Council Award of Contract	6/6							
Work Period		60 DAYS						

Project Description:

Repaving S. Huntington Street (between San Fernando Road and Hollister Street); includes removing and replacing sidewalk, curb and gutter and trees. Additionally, sidewalk, curb and gutter repairs, and tree replacement will be performed on Celis Street, Pico Street, and Hollister Street



CAPITAL IMPROVEMENT PROGRAM

Title: Parking Lot Trash Enclosures

Category: Parking Improvements

Project: TBD

SOURCES		
Fund	Account Number	Allocation
Parking and Maintenance	029-0000-4600	\$ 150,000
Total Sources:		\$ 150,000

USES		
Activity	Account Number	Cost
Inspection	029-335-0000-4600	\$ 15,000
Construction	029-335-0000-4600	\$ 100,000
Contingency (10%)	029-335-0000-4600	\$ 10,000
Expenditures-to-Date (if applicable)		
Planning/Design	029-335-0000-4600	\$ 25,000
Total Uses		\$ 150,000

ACTIVITY	PLAN START	PLAN DURATION	MONTH					
			A	M	J	J	A	S
Project Duration		75 DAYS						
Project Advertisement	J	30 DAYS						
City Council Award of Contract	7/18							
Construction	A	45 DAYS						

Project Description:

Modifications to Parking Lot 5N, include but are not limited to crack sealing, asphalt overlay, reconfiguration of parking stalls and traffic flow, reconstruction of trash enclosure, parking light upgrades, driveway elimination and relocation, and landscaping amenities.



CAPITAL IMPROVEMENT PROGRAM

Title: CNG Station

Category: Facility Improvements

Project: 3661

SOURCES		
Fund	Account Number	Allocation
FTA Grant	010-310-3661-4600	\$ 1,350,000
AQMD/MSRC Grant*	010-310-3661-4600	\$ 387,091
AB 2766	016-310-3661-4600	\$ 30,000
Total Sources:		\$ 1,770,000

USES		
Activity	Account Number	Cost
PM	010/016-310-3661-4600	\$ 25,000
Staff	010/016-310-3661-4600	\$ 55,000
Construction	010/016-310-3661-4600	\$ 1,400,000
Contingency (15%)	010/016-310-3661-4600	\$ 210,000
Expenditures-to-Date (if applicable)		
Planning/Design	010/016-310-3661-4600	\$ 25,000
Total Uses		\$ 1,690,000

ACTIVITY	START	DURATION	MONTH						
			A	M	J	J	A	S	O
Project Duration	J	180 DAYS							
City Council Award of Contract	6/20								
Design/Construction Period	J	120 DAYS							

Project Description:

CNG fueling station upgrades at our facility located at 120 Macneil Street. Project will include the design, engineering, fabrication, installation, commissioning, testing and training associated with the CNG station equipment upgrades. The project also includes replacement of bus shelters in major commercial corridors (\$250,000). This project is financed in part with Federal funds and requires compliance with applicable laws and regulations.

* Need to accept Grant and appropriate funds.



CAPITAL IMPROVEMENT PROGRAM

Title: Highway Safety Improvement Program – Pedestrian Signals

Category: Traffic Signal Improvements

Project: 3665

SOURCES		
Fund	Account Number	Allocation
HSIP Grant*	010-310-3665-4600	\$ 60,000
Administration/Engineering – Gas Tax	011-311-3665-4270	\$ 10,000
Total Sources:		\$ 70,000

USES		
Activity	Account Number	Cost
Inspection		\$ 7,000
Construction		\$ 45,000
Contingency (15%)		\$ 6,000
Expenditures-to-Date (if applicable)		
Design/Labor Compliance		\$ 12,000
Total Uses		\$ 70,000

ACTIVITY	START	DURATION	MONTH					
			A	M	J	J	A	S
Project Duration	A	90 DAYS						
Advertisement	J							
City Council Award of Contract	7/5							
Work Period		60 DAYS						

Project Description:

The upgrade and installation of countdown pedestrian signal heads on designated streets within the City. This project will mainly be funded by federal funds

* Need to accept grant and appropriate funds.



CAPITAL IMPROVEMENT PROGRAM

PROPOSED CAPITAL PROJECTS



CAPITAL IMPROVEMENT PROGRAM

Title: Glenoaks Boulevard Resurfacing

Category: Street and Sidewalk Improvements

Project: TBD

SOURCES		
Fund	Account Number	Allocation
Measure R	012-311-xxxx-4600	\$ 1,467,000
Cal Recycle Grant*	010-311-xxxx-4600	\$ 98,000
Total Sources:		\$ 1,565,000

USES		
Activity	Account Number	Cost
Design	012-311-xxxx-4600	\$ 75,000
Staff	012-311-xxxx-4600	\$ 50,000
Construction	010/012-311-xxxx-4600	\$ 1,250,000
Contingency (15%)	010/012-311-xxxx-4600	\$ 190,000
Expenditures-to-Date (if applicable)		
		\$ 0
Total Uses		\$ 1,565,000

Project Description:

Asphalt improvements and re-pavement of Glenoaks Boulevard from East City Limit to West City Limit; may include water and sewer repair, construction of median islands and upgrades.

* Need to accept grant and appropriate funds.



CAPITAL IMPROVEMENT PROGRAM

Title: Annual Resurfacing

Category: Street and Sidewalk Improvements

Project: TBD

SOURCES		
Fund	Account Number	Allocation
Measure R	012-311-xxxx-4600	\$ 1,080,000
Total Sources:		\$ 1,080,000

USES		
Activity	Account Number	Cost
Design	012-311-xxxx-4600	\$ 60,000
Staff	012-311-xxxx-4600	\$ 40,000
Construction	012-311-xxxx-4600	\$ 850,000
Contingency (15%)	012-311-xxxx-4600	\$ 130,000
Expenditures-to-Date (if applicable)		
		\$ 0
Total Uses		\$ 1,080,000

Project Description:

Annual Street Repair Program: May include sidewalk, curb and gutter, driveway approach, trees, plus water and sewer replacement.



CAPITAL IMPROVEMENT PROGRAM

Title: CDBG Street Resurfacing

Category: Street and Sidewalk Improvements

Project: TBD

SOURCES		
Fund	Account Number	Allocation
CDBG	026-311-xxxx-4600	\$ 240,000
Total Sources:		\$ 240,000

USES		
Activity	Account Number	Cost
Inspection	026-311-xxxx-4600	\$ 20,000
Construction	026-311-xxxx-4600	\$ 200,000
Contingency (10%)	026-311-xxxx-4600	\$ 20,000
Expenditures-to-Date (if applicable)		
		\$ 0
Total Uses		\$ 240,000

Project Description:

Street Resurfacing: Includes sidewalk, curb and gutter, driveway approach and trees.

Location: Alexander Street (between 1st and Larson).



CAPITAL IMPROVEMENT PROGRAM

Title: Sewer Improvements

Category: Sewer Improvements

Project: TBD

SOURCES		
Fund	Account Number	Allocation
Sewer	072-365-xxxx-4600	\$ 500,000
Total Sources:		\$ 500,000

USES		
Activity	Account Number	Cost
Inspection	072-365-xxxx-4600	\$ 50,000
Construction	072-365-xxxx-4600	\$ 410,000
Contingency (10%)	072-365-xxxx-4600	\$ 40,000
Expenditures-to-Date (if applicable)		
Total Uses		\$ 500,000

Project Description:

This includes Point repair, upgrades and rehabilitation of City Sewer System.



CAPITAL IMPROVEMENT PROGRAM

Title: Urban Water Management Plan

Category: Water Improvements

Project: TBD

SOURCES		
Fund	Account Number	Allocation
Water	070-385-xxxx-4600	\$ 488,600
Total Sources:		\$ 488,600

USES		
Activity	Account Number	Cost
Capital Projects	070-385-xxxx-4600	\$ 488,600
Expenditures-to-Date (if applicable)		
Total Uses		\$ 488,600

Project Description:

The Urban Water Management Act (AB 797) requires all California urban water retailers supplying more than 3,000 acre-feet per year, or providing water to more than 3,000 customers, to develop an Urban Water Management Plan (UWMP) and update it every five years. The report outlines the city's long term water resource planning to ensure it meets its customers' existing and future water demands.



CAPITAL IMPROVEMENT PROGRAM

Title: Layne Park Improvements

Category: Facility Improvements

Project: TBD

SOURCES		
Fund	Account Number	Allocation
HRP Grant	TBD	\$ 200,000
Total Sources:		\$ 200,000

USES		
Activity	Account Number	Cost
Inspection	TBD	\$
Construction	TBD	\$
Contingency (10%)	TBD	\$
		\$
Expenditures-to-Date (if applicable)		
Total Uses		\$ 200,000

Project Description:

Submitted Housing Related Parks grant application to make various facility and play equipment improvements at Layne Park. Funds to be allocated by City Council upon grant award and acceptance.



CAPITAL IMPROVEMENT PROGRAM

Title: Electric Vehicle Charging Stations

Category: Other Improvements

Project: TBD

SOURCES		
Fund	Account Number	Allocation
AQMD/MSRC Grant	TBD	\$ 100,000
Total Sources:		\$ 100,000

USES		
Activity	Account Number	Cost
Inspection	TBD	\$
Construction	TBD	\$
Contingency (10%)	TBD	\$
		\$
Expenditures-to-Date (if applicable)		
Total Uses		\$ 100,000

Project Description:

Submitted application for grant to install electric vehicle charging stations in City owned parking lots. Funds to be allocated by City Council upon grant award and acceptance.

ATTACHMENT "B"**RESOLUTION NO 7747****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING THE TEMPORARY EXTENSION OF THE FISCAL YEAR 2015-2016 BUDGET PENDING FINAL APPROVAL OF THE FISCAL YEAR 2016-2017 BUDGET**

WHEREAS, Section 2-646 of the San Fernando City Code states, "The fiscal year shall begin on July 1 of each year and shall end on June 30 of the following year."; and

WHEREAS, Section 2-648 states, in part, "...city council shall further consider the proposed budget and make any revisions it may deem necessary, and on or before July 20 it shall, by resolution, adopt the budget by the affirmative votes of at least three members..."; and

WHEREAS, Section 2-649 states, in part, "... All appropriations unexpended or unencumbered at the end of the fiscal year shall expire..."; and

WHEREAS, City of San Fernando staff is in the process of finalizing a proposed Fiscal Year 2016-2017 budget for review and approval by the San Fernando City Council ("City Council"); and

WHEREAS, until the Fiscal Year 2016-2017 budget is adopted, the City desires to continue making payments in a timely manner with proper authorization in place; and

WHEREAS, it is necessary for the City of San Fernando ("City") to continue its necessary and normal operations and to pay for necessary purchases and services during the interim period between the effective date of this resolution and the final adoption of a Fiscal Year 2016-2017 budget by or before July 20, 2016.

WHEREAS, the City Council has a properly approved budget for Fiscal Year 2015-2016.

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 continues the Fiscal Year 2015-2016 budget pending adoption of the Fiscal Year 2016-2017 budget by or before July 20, 2016. This authority extends to normal and usual operations and resultant expenditures and does not authorize any expenditures for new programs or projects except as a continuation of those authorized in the Fiscal Year 2015-2016 budget.

Section 2. The City Manager is hereby authorized to make normal and necessary expenditures as is may be necessary to keep the City in continuous operation between the date of this Resolution and the adoption of the Fiscal Year 2016-2017 budget by or before July 20, 2016.

Section 3: The Mayor or presiding officer of the City Council is hereby authorized to execute this resolution indicating its adoption by the City Council.

Section 4: The City Clerk, or her duly appointed Deputy, is directed to attest hereto.

PASSED, APPROVED, AND ADOPTED this 29th day of June, 2016.

Robert C. Gonzales, 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 29th day of June, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: June 29, 2016

Subject: Consideration to Adopt a Resolution Approving the 2015 Urban Water Management Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, adopt Resolution No. 7743 (Attachment "A") adopting all components of the 2015 Urban Water Management Plan.

BACKGROUND:

1. The Urban Water Management Act (AB 797) (the Act) was enacted in 1983, and requires all California urban water retailers supplying more than 3,000 acre-feet per year, or providing water to more than 3,000 customers, to develop an Urban Water Management Plan (UWMP). The purpose of the Act is to ensure water agencies conduct long-term resource planning to provide adequate water supplies meeting existing and future water demands. Plans must be updated every five years and filed with the California Department of Water Resources (DWR).
2. The Act originally placed major emphasis on water conservation practices. In November 2009, legislation adopted SB X7-7 which requires agencies to reduce their water consumption by 20% by 2020. Staff has prepared a revised and updated 2015 Urban Water Management Plan according to the latest revisions and requirements.
3. A Public Hearing is the final step in the review process for the UWMP. The notice has been published for a Public Hearing (Attachment "B"), and the Plan has been made available for review by the public and the City Council.

Consideration to Adopt a Resolution Approving the 2015 Urban Water Management PlanPage 2 of 3

ANALYSIS:

The City has ample water supplies for current customers and for the projected demand of 3,809 acre-feet in the year 2020. The projected supplies come from both ground water sources and the Metropolitan Water District of Southern California (MWD) water purchases. It is projected that the Sylmar groundwater basin will provide us with a firm yield of 3,570 acre-feet per year, and an annual Tier 1 supply from MWD will provide up to 629 acre-feet per year, for a total supply of 4,199 acre-feet per year. Therefore, for the year 2020, the City will have a reserve of approximately 390 acre-feet that year. By the year 2040, staff estimates water consumption of 4,093 acre-feet that year with a reserve of about 106 acre-feet that year.

However, under the Incremental Interruption and Conservation Plan (IICP) for 1995, the base demand allocation for the City is 900 acre-feet per year. There is a penalty charge if the base allocation is exceeded. The base allocation can be adjusted for loss of local groundwater supplies, such as a well being out of service.

Water conservation efforts began in 1977 through adoption of Ordinance No. 1108 (San Fernando City Code 94-296 to 94-303) which prohibits water wastage and provides penalties for violations. However, the City's success in water conservation is mainly attributable to voluntary water use reduction. Public education and community awareness has been increased through the City's public information and education campaign.

Recommended programs for the next five years are an extension of the 2015 plan. Since the City has no sewage treatment plant and limited developable area, recommended additional programs for water conservation are limited to implementation of ordinances for low water demand landscaping, and installation of ultra-low flow toilets.

BUDGET IMPACT:

The adoption of the 2015 UWMP will not require any additional budget appropriations.

CONCLUSION:

The proposed 2015 UWMP describes and evaluates reasonable and practical efficient water uses, reclamation, and conservation activities. The plan has been prepared in accordance with the Urban Water Management Act (AB 797) and California Water Code, Division 6, Part 2.6.

If approved, staff will forward three copies of the plan to the Department of Water Resources within 30 days for filing.

Consideration to Adopt a Resolution Approving the 2015 Urban Water Management Plan

Page 3 of 3

ATTACHMENTS:

- A. Resolution No. 7743
- B. Public Hearing Notice

ATTACHMENT “A”**RESOLUTION NO. 7743****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING ALL COMPONENTS OF THE 2015 URBAN WATER MANAGEMENT PLAN**

WHEREAS, the California State Legislature enacted Assembly Bill 797 - Urban Water Management Planning Act, requiring preparation of water management plans by urban water purveyors serving a specified number of customers; and

WHEREAS, the City of San Fernando falls under the requirements of AB 797 and must prepare and adopt an updated urban water management plan every five years for its service area; and

WHEREAS, this plan (Exhibit “A”) was prepared in compliance with California Water Code, Division 6, Part 2.6 describing and evaluating reasonable and practical efficient water uses, reclamation, and conservation activities; and

WHEREAS, the people served by the City of San Fernando Water Department benefit from the implementation of effective water conservation programs that help to manage available water supplies;

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

Section 1. The San Fernando City Council adopts the City of San Fernando 2015 Urban Water Management Plan for the City of San Fernando.

Section 2. The City of San Fernando City Council declares its intent to support water conservation activities within the City boundaries.

PASSED, APPROVED, AND ADOPTED this 29th day of June, 2016.

Robert C. Gonzales, 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 29th day of June, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



2015 URBAN WATER MANAGEMENT PLAN CITY OF SAN FERNANDO

June 2016
Final Copy



2015

URBAN WATER MANAGEMENT PLAN



City of San Fernando

117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340
PHONE: (818) 898-1293, FAX: (818) 898-3221

June 2016 Final Copy

Prepared by:



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Appendix B	DWR UMWP Tables
Appendix C	DWR Checklist
Appendix D	City Council Resolution Adopting 2015 UWMP
Appendix E	Public Notification
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Appendix G	City Ordinance No. 1638 - Water Shortage Response Plan
Appendix H	Final Report – Sylmar Basin Safe Yield, 5 Year Reassessment
Appendix I	Sylmar Basin Judgment

ACRONYMS

Act	Urban Water Management Planning Act
AF	acre-feet
AFY	acre-feet per year
Basin	Sylmar Groundwater Basin
BMP	Best Management Practice
cfs	cubic feet per second
CII	Commercial Industrial Institutional
CIMIS	California Irrigation Management Information System
City	City of San Fernando
CRA	Colorado River Aqueduct
CUWCC	California Urban Water Conservation Council
DBPs	Disinfection Byproducts
DDW	State Water Resources Control Board Division of Drinking Water
DMM	Demand Management Measure
DOF	California Department of Finance
DWR	Department of Water Resources
eARDWP	electronic Annual Report to the Drinking Water Program
EPA	United States Environmental Protection Agency
ETo	Evapotranspiration
GPCD	Gallons per capita per day
gpd	gallons per day
gpm	gallons per minute
hcf	hundred cubic feet
HECW	High Efficiency Clothes Washer
HR	Hydraulic Region
IRP	Integrated Resources Plan
LADWP	City of Los Angeles Department of Water and Power
MAF	Million Acre-Feet
MCL	Maximum Contaminant Level
MGD	Million Gallons per Day
mg/L	milligrams per liter
µg/L	micrograms per liter
MARS	Member Agency Response System
MOU	Memorandum of Understanding
MSL	Mean Sea Level
MWD	Metropolitan Water District of Southern California

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URBAN WATER MANAGEMENT PLAN**THE CITY OF
SAN FERNANDO

NDMA	N-nitrosodimethylamine
NOAA	National Oceanic and Atmospheric Administration
PCE	Perchloroethylene
PHET	Premium High-Efficiency Toilet
PPCPs	Pharmaceuticals and Personal Care Products
SBx7-7	Senate Bill x7-7: The Water Conservation Act of 2009
SMSS	Soil Moisture Sensor System
SWP	State Water Project
TCE	Trichloroethylene
TDS	Total Dissolved Solid
ULARA	Upper Los Angeles River Area
UWMP	Urban Water Management Plan
VOCs	Volatile Organic Compounds
WARN	Water Agencies Response Network
WBIC	Weather-Based Irrigation Controller
WSAP	Water Supply Allocation Plan
WSDM	Water Surplus and Drought Management Plan

SECTION 1: INTRODUCTION



SECTION 1: INTRODUCTION

1.1 PURPOSE AND SUMMARY

This is the 2015 Urban Water Management Plan (UWMP) for the City of San Fernando (City). This plan has been prepared in compliance with the Urban Water Management Planning Act (Act), which has been codified at California Water Code sections 10610 through 10657 and can be found in **Appendix A** to this 2015 Plan.

As part of the Act, the legislature declared that waters of the state are a limited and renewable resource subject to ever increasing demands; that the conservation and efficient use of urban water supplies are of statewide concern; that successful implementation of plans is best accomplished at the local level; that conservation and efficient use of water shall be actively pursued to protect both the people of the state and their water resources; that conservation and efficient use of urban water supplies shall be a guiding criterion in public decisions; and that urban water suppliers shall be required to develop water management plans to achieve conservation and efficient use.

The Act requires “every urban water supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet (AF) of water annually, to prepare and adopt, in accordance with prescribed requirements, an urban water management plan.” These plans must be filed with the California Department of Water Resources (DWR) every five years describing and evaluating

reasonable and practical efficient water uses, reclamation, and conservation activities. (See generally Wat. Code § 10631).

The Act has been amended on several occasions since its initial passage in 1983. New requirements of the Act due to SBx7-7 state that per capita water use within an urban water supplier's service area must decrease by 20 percent by the year 2020 in order to receive grants or loans administered by DWR or other state agencies. The legislation sets an overall goal of reducing per capita urban water use by 20 percent by December 31, 2020. The state shall make incremental progress towards this goal by reducing per capita water use by at least 10 percent by December 31, 2015. Each urban retail water supplier shall develop water use targets by July 1, 2016. Effective beginning of 2016, urban retail water suppliers who do not meet the water conservation requirements established by this bill are not eligible for state water grants or loans.

As part of the City's past and current sustainability goals, the City is currently implementing all facets of this plan to achieve its target conservation by 2020.

1.2 COORDINATION

In preparing this 2015 Plan, the City has encouraged broad community participation as indicated by **Table 1.1**. Copies of the City's draft plan were made available for public review at City Hall and the local public libraries in the City. The City noticed

2015**CITY OF SAN FERNANDO
URBAN WATER MANAGEMENT PLAN**

a public hearing to review and accept comments on the draft plan with more than two weeks in advance of the hearing. The notice of the public hearing was published in the local press and mailed to the City Clerk. On June 20, 2016, the City held a noticed public hearing to review and accept comments on the draft plan. Notice of the public hearing was published in the local press. Following the consideration of public

comments received at the public hearing, the City adopted the 2015 Plan on June 20, 2016. A copy of the City Council resolution approving the 2015 Plan is included in **Appendix D**.

As required by the Act, the 2015 Plan is being provided by the City to DWR, the California State Library, and the public within 30 days of the City's adoption.

**Table 1.1
Coordination and Public Involvement**

	Participate d In Plan Preparation n	Notice of Preparation /Contacted for Assistance	Comments d on Draft	Notified of Public Hearing	Attended Public Hearing
City Water Dept. Staff	x	x	x	x	x
City Public Works Dept. Staff		x	x	x	x
City Manager's Office				x	x
City Council				x	x
The Metropolitan Water District (MWD)		x		x	x
LA County Dept. of Public Works				x	
LADWP		x		x	
ULARA Water Master		x		x	
City of LA Bureau of Sanitation		x		x	
Interested General Public			x	x	x

1.3 FORMAT OF THE PLAN

The sections and information contained in this 2015 UWMP correspond to the items in the UWMP Act and other amendments to the Water Code, including the Water Conservation Act of 2009 (SBx7-7), as follows:

Section 1 - Introduction

This section describes the Act, the City's planning process, the history of the development of the City's water supply system, a description of its existing service area, the local climate, population served, and the City's water distribution system.

Section 2 – Water Supply Resources

This section describes the existing water supplies available to the City, including imported water from the Metropolitan Water District of Southern California (MWD) and local groundwater extracted from the Sylmar Groundwater Basin. In addition, this section discusses potential future water supplies, including transfers and exchanges, recycled water, and desalinated water.

Section 3 – Water Quality

This section discusses the quality of the City's imported and groundwater sources. This section also discusses the effect of water quality on management strategies and supply reliability.

Section 4 – Water Demand

This section describes past, current and projected water usage within the City's service area. This chapter also discusses the requirement of the SBx7-7.

Section 5 – Reliability Planning

This section presents an assessment of the reliability of the City's water supplies by comparing projected future water demands with expected available water supplies under three different hydrologic conditions: normal year; a single dry year; and multiple dry years. This 2015 Plan concludes that if projected imported and local supplies are developed as anticipated, no water

shortages are anticipated in the City's service area during the planning period.

Section 6 – Conservation Measures

This section addresses the City's implementation of the current Best Management Practices (BMPs). The BMPs correspond to 7 required Demand Management Measures (DMMs), which were previously categorized as the 14 DMMs listed in the Act, and are described in this section.

Section 7 – Contingency Planning

This section describes the City's response plan to water shortages (City Ordinance No. 1638, adopted Oct. 20, 2014), as well as those efforts that will be utilized in the event of a water supply interruption, such as drought. The City's water shortage contingency plan was developed in consultation and coordination with other MWD member agencies. In addition, MWD's Water Surplus and Drought Management Plan (WSDM) is also described.

Appendices

The appendices contain references and specific documents that contain the data used to prepare this 2015 Plan.

1.4 UPDATES TO THE 2015 PLAN

In addition to updated data, the City's UWMP has undergone several changes from 2010-2015 UWMP years (2011-2016 calendar years). A summary of the changes to the UWMP, by section, are provided:

2015

CITY OF SAN FERNANDO
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- **Section 2:** Updated information of water supplies.
- **Section 4:** Updated information on the City's SBx7-7 targets and its 2020 sustainability goals.
- **Section 5:** Added a discussion on the recent California drought.
- **Section 6:** Updated DWR's list of DMMs.

In addition to the above changes, there are multiple minor changes. The changes reflect both those that are required by the Water Code and those that the City has elected to include or modify.

1.5 WATER SYSTEM HISTORY

In the early 1900s, much of the western Los Angeles area was unincorporated, which prompted the City of Los Angeles to offer a reliable imported water supply (via the Los Angeles Aqueduct) as an incentive for annexation to the City of Los Angeles. For many areas, this was a welcomed opportunity for many communities. In 1911 however, the City of San Fernando was incorporated and remained autonomous by relying on groundwater to meet its water needs.



Figure 1.1: San Fernando Valley

Due to the continued development of Southern California, several water agencies came together to form the MWD in 1928. MWD was originally created to build the Colorado River Aqueduct to supplement the water supplies of the original founding members. In 1972, MWD augmented its supply sources to include deliveries from the State Water Project via the California Aqueduct. Today, the MWD serves more than 145 cities and 94 unincorporated communities through its 26 member agencies.



Figure 1.2: Metropolitan Water District (MWD)

As a result of the City's urban growth, the City of San Fernando realized the benefits of reliable imported supplies and became a member agency of MWD in 1971 (due to an earthquake that destroyed the City's wells). Today, the City of San Fernando is one of 14 retail water agencies served by MWD and receives imported water to supplement its groundwater supplies on an as-needed basis only.

Typically, the City has been able to meet 100 percent of its demand from its groundwater wells. Occasionally, the City experiences high water demand which causes the City to purchase imported water. For this reason, the City is working

on equipping two of the City wells (Well 7A and Well 3) with an ion-exchange nitrate treatment system in order to decrease the need for imported water while increasing groundwater utilization. Currently, Well No. 7A's treatment system is near completion of the construction phase and will have the capacity of approximately 1,000 gallons per minute (gpm). Well No. 3's treatment system is planned for the near future and also has a capacity of 1,000 gpm.

1.6 WATER SERVICE AREA

The City is located in the San Fernando Valley northwest of downtown Los Angeles and is bounded on all sides by the City of Los Angeles. The City's total area is 1,550 acres or 2.42 square miles and overlies both the San Fernando and Sylmar groundwater basins. The water service area comprises the entire City limits and serves all of the City's residents. The City is primarily a residential community but also has a mixture of commercial, industrial, and landscape water users. The water service area and zoning map are shown in **Figures 1.5 and 1.6** on pages 1-7 and 1-8.

1.7 CLIMATE

San Fernando has a Mediterranean climate with moderate, dry summers with an average temperature of about 73°F and cool, wet winters with an average temperature of 55°F. The average annual rainfall for the region is approximately 18 inches. Evapotranspiration (ET_o) in the region averages approximately 58 inches annually. **Table 1.2** lists the average ET_o, temperatures, historical rainfall from 1975 to 2015 and rainfall averages in the past five years for the City.

Table 1.2
Historical Climate Characteristics

Month	Avg. ET _o (in.)	Avg. Temp. (°F)	Annual Rainfall (in.)	
			1975- 15	2011- 15
Jan.	2.6	57.4	4.73	2.51
Feb.	3.0	56.8	5.68	2.93
Mar.	5.2	60.2	3.95	1.93
Apr.	5.5	61.8	1.38	1.17
May	5.1	67.5	0.68	0.39
Jun.	6.6	71.6	0.21	0.01
Jul.	6.7	77.2	0.07	0.17
Aug.	7.2	77.7	0.16	0.01
Sep.	5.7	76.0	0.53	0.31
Oct.	4.6	68.8	1.09	0.93
Nov.	3.1	62.1	1.60	1.18
Dec.	2.4	56.0	3.05	4.72
Annual	57.7	66.1	23.13	11.67

Monthly average ET_o data was obtained from the California Irrigation Management Information System (CIMIS) and temperature and rainfall data was obtained from the National Oceanic and Atmospheric Administration (NOAA). As noted in the table above, the average rainfall for the past 5 years were significantly lower than the average historical annual rainfall. This indicates that the region was in a drought period. The region is expected to be in an El Nino year for 2016.

1.8 POPULATION

According to the most recent population figures from the California Department of

2015**CITY OF SAN FERNANDO
URBAN WATER MANAGEMENT PLAN**

Finance (DOF), the current 2015 resident population of the City is approximately 24,560 persons. Since the City's service area accounts for all of the City's total residents, the total current resident population served by the City's water system is approximately 24,560 persons. Population growth over the past 5 years, was approximately 0.4 percent. Population projections in accordance with this growth rate over the next 25 years are shown in **Table 1.3**:

Table 1.3
Service Area Population Projections

Year	Service Area Population
2020	25,003
2025	25,456
2030	25,917
2035	26,387
2040	26,865

Since the City is not a major commercial center for the region, daytime populations estimates are not significantly higher than the City's resident population. However, the City does experience some increases in daytime population that affect overall water consumption.

1.9 WATER SYSTEM

1.9.1 Imported Water

The City's imported water supply is delivered through its 48-inch connection to MWD. Imported water is conveyed from Northern California via the State Water Project and treated by MWD at its Joseph Jensen Treatment Plant. The City's imported water supply does not consist of water received from the Colorado River.



Figure 1.3: MWD's Jensen Treatment Plant

1.9.2 Groundwater

Currently, the City produces groundwater from two active wells (Well 2A and 4A). The wells extract groundwater from the Sylmar Groundwater Basin and range in capacity from 450 gpm to 2,100 gpm. Currently, Well 3 is in stand-by and Well 7A is inactive due to high nitrate levels.



Figure 1.4: Well No. 2A

1.9.3 Distribution System

The City distributes water to approximately 5,264 service customers through a 66.5-mile network of distribution mains ranging from 4 to 20 inches in size. The water system consists of two pressure zones that provide modified pressure to customers. The water service area and zoning map are shown in **Figures 1.5 and 1.6** on the following pages.

CITY OF SAN FERNANDO
URBAN WATER MANAGEMENT PLAN

2015

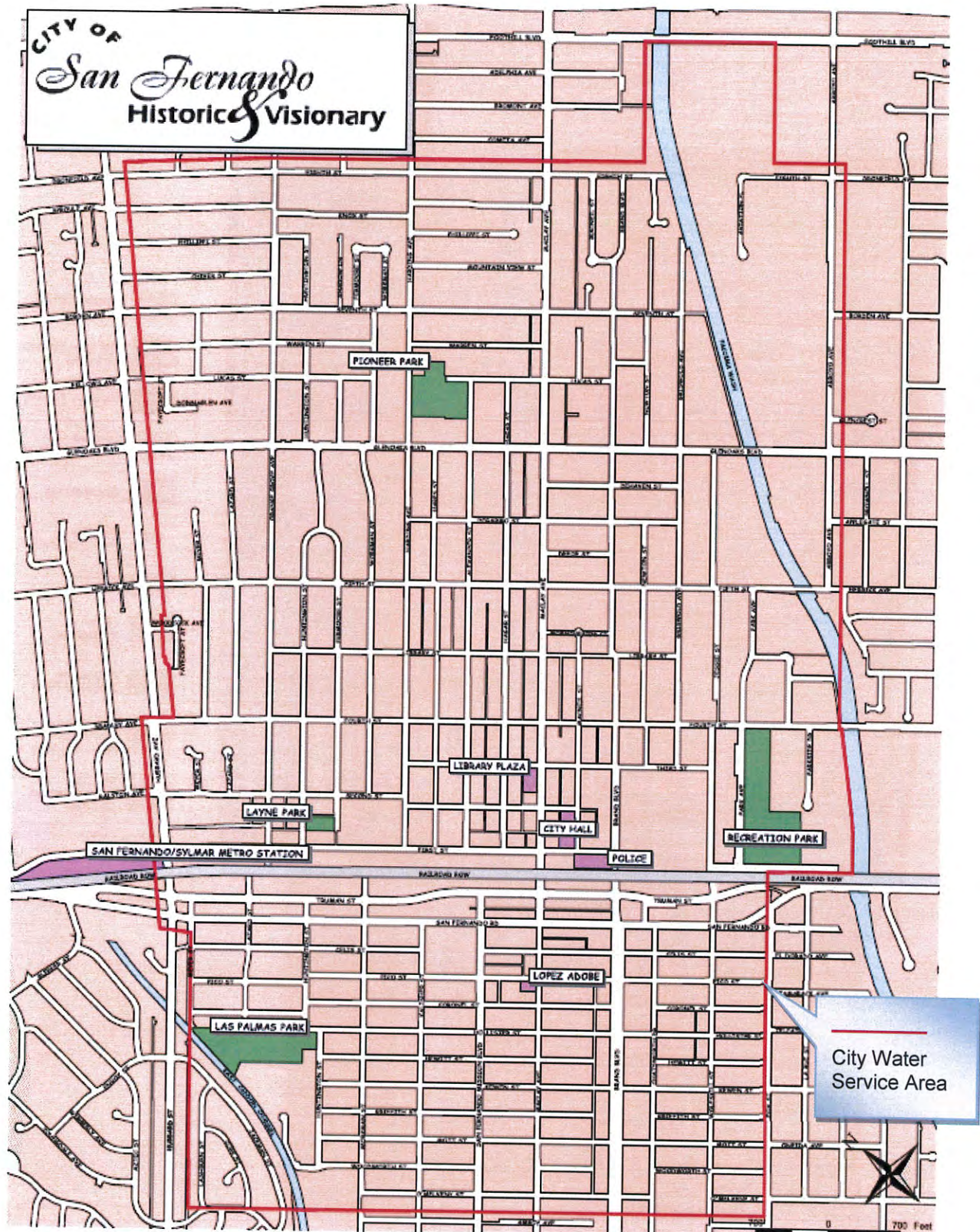


Figure 1.5: City of San Fernando Water Service Area

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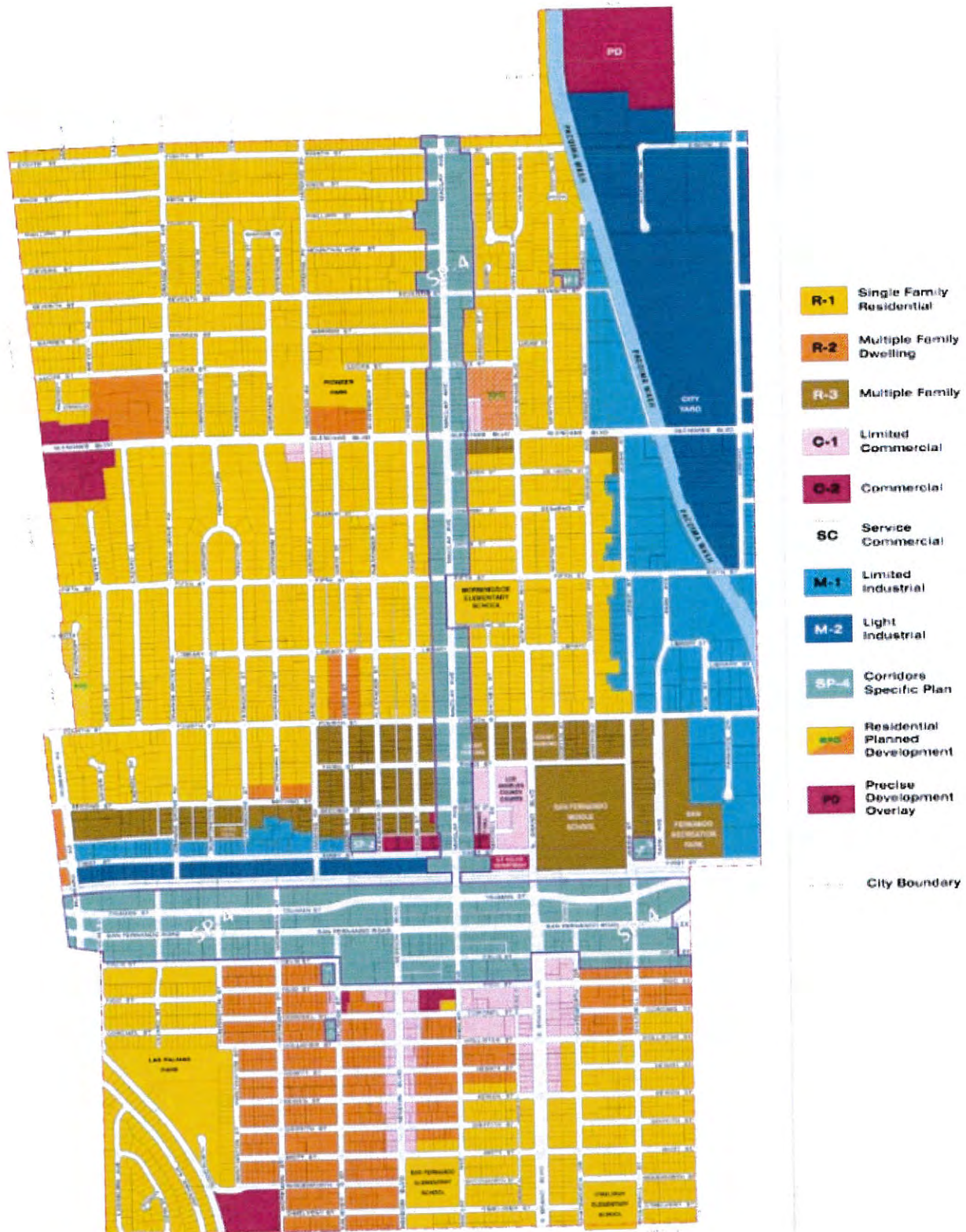
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Figure 1.6: City of San Fernando Zoning Map

Water Storage

For storage needs, the City of San Fernando maintains 4 storage reservoirs with a combined storage capacity of 8.9 MG. The City's reservoirs, which are designated as 2A, 3A, 4, and 5, are located adjacent to the City limits.

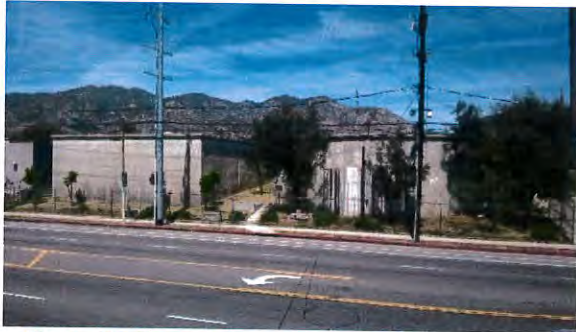


Figure 1.7: Upper Reservoirs 3A and 4

Table 1.4 lists the City's reservoirs and their capacities:

Table 1.4
City of San Fernando Reservoirs

Reservoir	Description	Capacity (MG)
2A	Concrete/ Partially Underground	3
3A	Concrete/ Partially Underground	2.5
4	Concrete/ Partially Underground	1
5	Concrete/ Partially Underground	2.4
Total Capacity:		8.9

Emergency Interconnections

In addition to its imported water and groundwater, the City's water supply system also includes a 6-inch emergency connection with the City of Los Angeles Department of Water and Power (LADWP) distribution system. During emergencies, this connection enables the City to provide a minimum amount of water to its citizens.

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SECTION 2: WATER SOURCES & SUPPLIES



SECTION 2: WATER SOURCES & SUPPLIES

2.1 INTRODUCTION

The City's water supply sources consist of imported water from MWD, and groundwater produced from the Sylmar Groundwater Basin.

2.2 WATER SUPPLY SOURCES

2.2.1 Imported Water

The City has access to imported water from the Colorado River and the Sacramento-San Joaquin River Delta in Northern California. These two water systems provide Southern California with over 2 million acre-feet (MAF) of water annually for urban uses.

Colorado River

The Colorado River supplies California with 4.4 MAF annually for agricultural and urban uses with approximately 3.85 MAF used for agriculture in Imperial and Riverside Counties. The remaining unused portion (600,000 - 800,000 acre-feet (AF)) is used for urban purposes in MWD's service area.



Figure 2.1: Parker Dam at Colorado River

Bay Delta

In addition to the Colorado River, the Sacramento-San Joaquin River Delta provides a significant amount of supply annually to Southern California. The Delta is located at the confluence of the Sacramento and San Joaquin Rivers east of the San Francisco Bay and is the West Coast's largest estuary. The Delta supplies Southern California with over 1 MAF of water annually.



Figure 2.2: Sacramento-San Joaquin Delta

The use of water from the Colorado River and the Sacramento-San Joaquin Delta continues to be a critical issue. In particular, Colorado River water allotments have been debated among the seven basin states and various regional water agencies at both the federal and state levels. The use of Delta water has been debated as competing uses for water supply and ecological habitat have jeopardized the Delta's ability to meet either need and have threatened the estuary's ecosystem.

In order to provide Southern California imported water, two separate aqueduct systems (one for each source of supply) are

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utilized to obtain its supplies. These two aqueduct systems convey water from each source into separate reservoirs whereupon the water is pumped to one of several treatment facilities before entering MWD's distribution system. One of these aqueduct systems is known as the Colorado River Aqueduct (CRA). The CRA was constructed as a first order of business shortly after MWD's incorporation in 1928. The CRA is 242 miles long and carries water from the Colorado River to Lake Matthews and is managed by MWD.



Figure 2.3: Colorado River Aqueduct

In addition to the CRA, MWD receives water from northern California via the California Aqueduct. Also known as the State Water Project (SWP), the California Aqueduct is 444 miles long and carries water from the Delta to Southern California and is operated by DWR.



Figure 2.4: California Aqueduct

The previously mentioned aqueducts supply Southern California with a significant amount of its water and are crucial to its sustainability. In addition to these two water systems, there are also several other aqueducts that are vital to the State. The major aqueducts in California are shown in **Figure 2.5** on page 2-3.

Imported Water Purchases

As a wholesale agency, MWD distributes imported water to 26 member agencies throughout Southern California as shown in **Figure 2.6**. The City is one of 14 retail agencies served by MWD. The City has one 48-inch imported connection to MWD with a capacity of approximately 4,400 gpm (about 7,100 AFY). **Table 2.1** presents the City's imported water purchased from 2010 to 2015:

Table 2.1
Imported Water Supply 2010-2015
(Purchases from MWD)

Year	Purchases (AF)
2010	51
2011	19
2012	114
2013	74
2014	108
2015	0
Average:	61
2005-2009 Average:	340

As can be noted from **Table 2.1** above, the City imports water on an as-needed basis only. The City currently has a preferential right of 0.10 percent of MWD's supplies and a Tier 1 limit of 629 AFY.

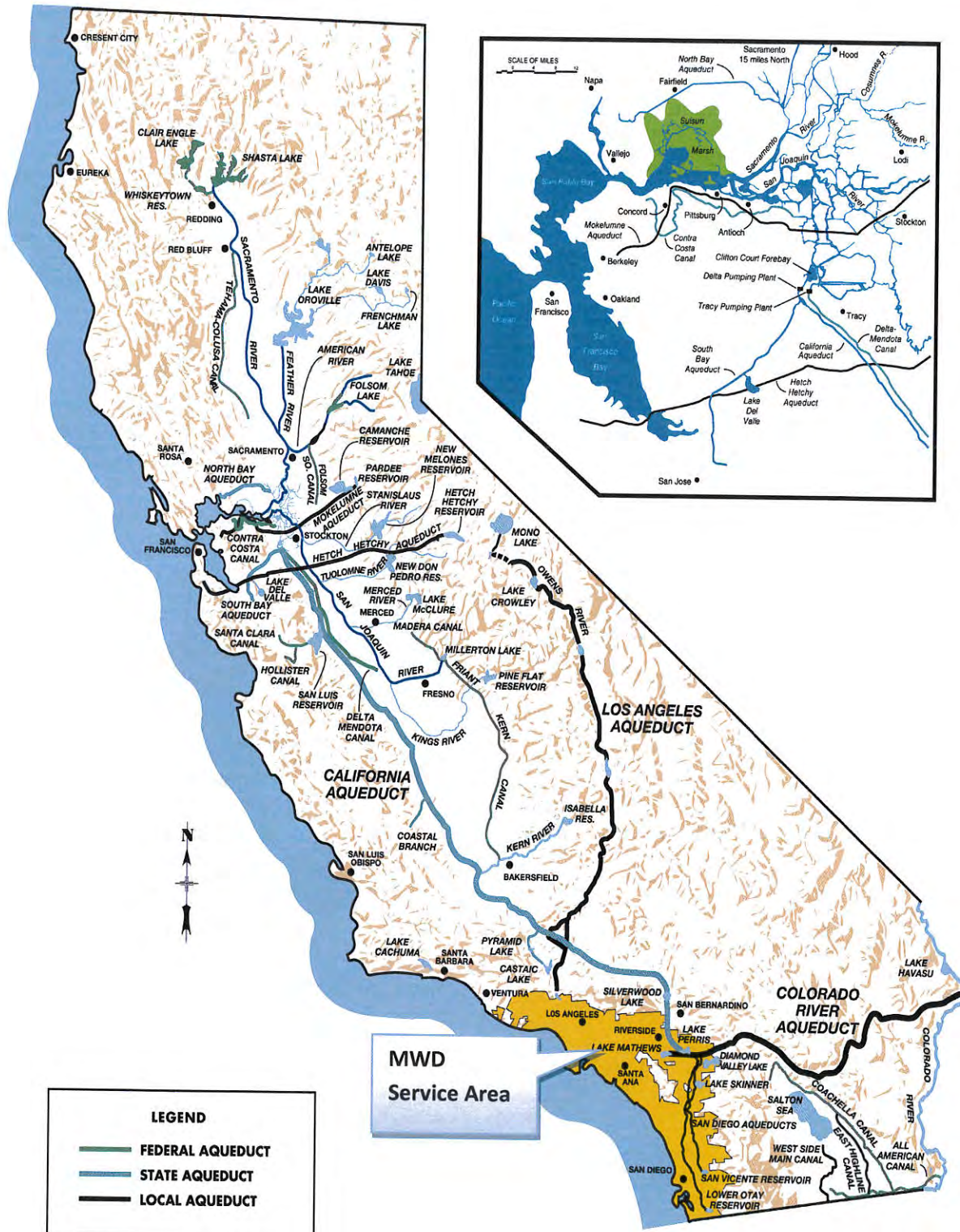


Figure 2.5: Aqueduct Systems in California

City of San Fernando

LEGEND

- Department of Water Resources' California Aqueduct
- Metropolitan's Colorado River Aqueduct

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Figure 2.6: MWD Service Area Map

2.2.2 Groundwater

The City obtains its groundwater supply from the Sylmar Groundwater Basin (Basin). The Basin is located in the San Fernando Valley and underlies the City of San Fernando and unincorporated communities of the City of Los Angeles (see **Figures 2.7** and **2.8**). The Basin is in the northerly part of the Upper Los Angeles River Area (ULARA) basins (as shown in **Figure 2.7**), and consists of 5,600 acres and comprises 4.6 percent of the total valley fill. The Sylmar Basin is separated from the San Fernando Basin by the Sylmar Fault zone. The Basin is bounded to the north and northeast by the San Gabriel Mountains, and to the north and northwest by the Santa Susana Mountains.

Water-bearing deposits of the Sylmar Basin include unconsolidated and semi-consolidated marine and alluvial sediments deposited over time. The water-bearing sediments consist of the lower Pleistocene Saugus Formation, Pleistocene and Holocene age alluvium (CSWRB 1962). The ground-water in this basin is mainly unconfined with some confinement within the Saugus Formation in the western part of the basin and in the Sylmar and Eagle Rock areas (CSWRB 1962). The average specific yield for deposits within the basin varies from about 14 to 22 percent (DPW 1934). Well yield averages about 1,220 gpm with a maximum of about 3,240 gpm.

Groundwater in the Basin is replenished naturally by percolation from precipitation, receiving an average annual precipitation of about 23.13 inches, and by stream flow and subsurface inflows from the Santa Susana and San Gabriel Mountains. Since the Basin

is mostly urbanized and soil surfaces have been paved to construct roads, homes, buildings, and flood channels, natural replenishment to the basin's water-bearing formations is limited to only a small portion of basin soils. Since the Basin does not receive any artificial recharge through injection wells or spreading basins, groundwater production is limited by low safe-yield limits.

Groundwater levels in the Sylmar Basin are typically at or above mean sea level (MSL), with water levels of about 1,000 feet underneath the City of San Fernando. A few portions of the Basin, however, contain deeper aquifers with groundwater as deep as 6,000 feet below surface levels.

Groundwater flow in the Sylmar Basin is generally from the Santa Susana and San Gabriel Mountains in the north towards the south/southeast into the San Fernando Basin in the south as water levels are substantially higher in the Sylmar Basin. However, there are no stipulations regarding these outflows into the San Fernando Basin.

The total storage in the Sylmar Basin is estimated to be about 310,000 AF. The natural safe yield is currently estimated to be about 7,140 AFY according to a July 2012 assessment. This is a temporary safe yield that will be in place for at least five years. In the 1984 Sylmar Basin Judgment, the Cities of Los Angeles and San Fernando were granted an equal share to the safe yield of the Sylmar Basin, which stood at 6,210 AFY at the time the judgment was issued. Since then, the safe yield limit was increased three times and currently stands at 7,140 AFY (3,570 AFY per City) according to the

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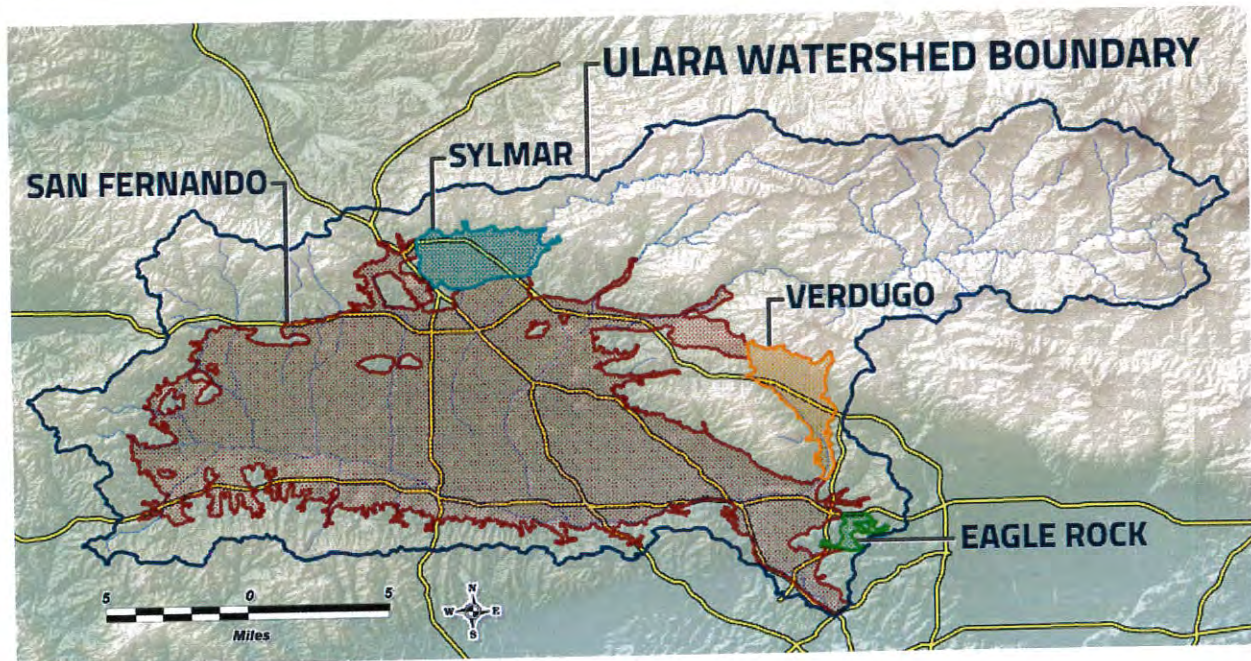
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Figure 2.7: ULARA Groundwater Basins

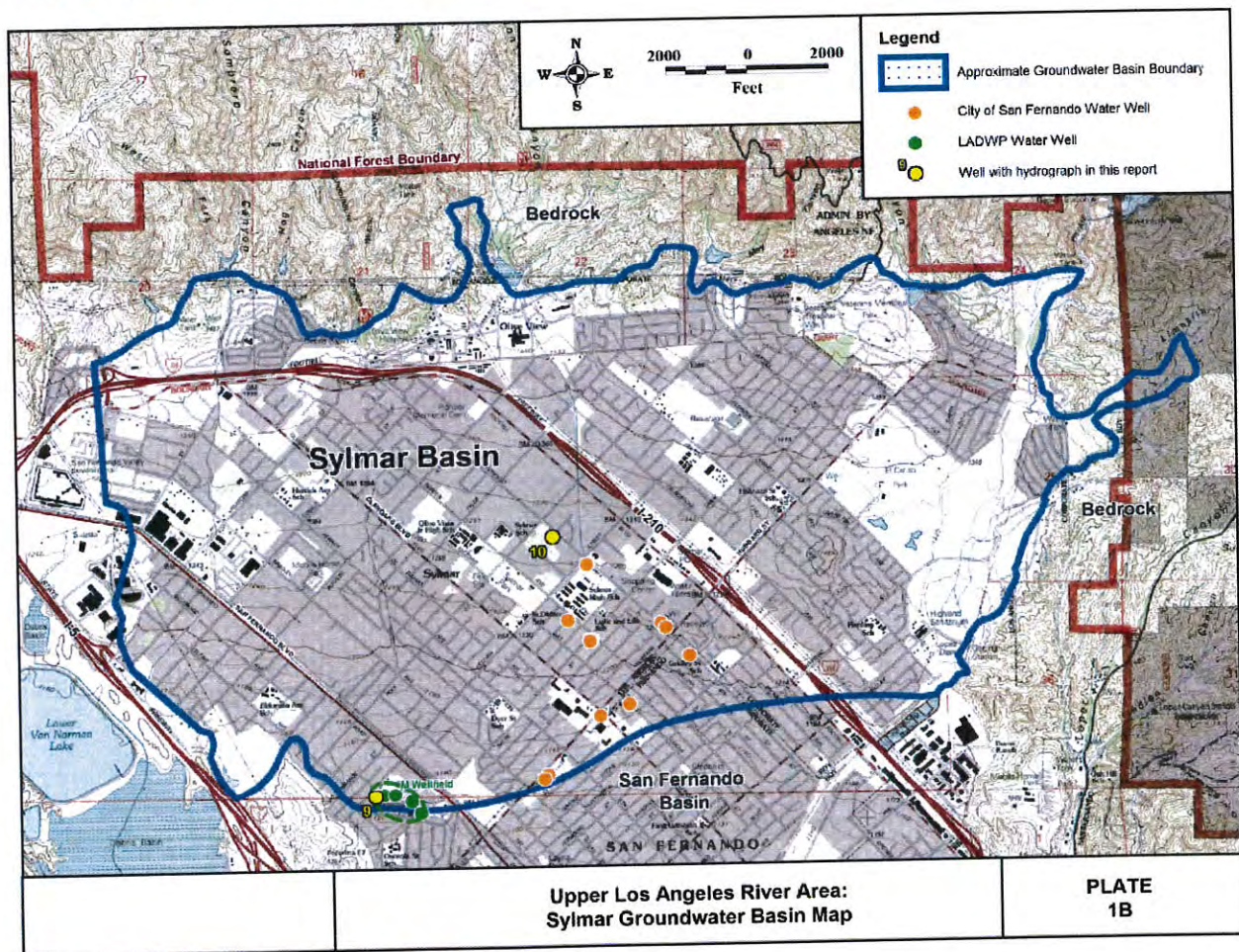


Figure 2.8: Sylmar Groundwater Basin

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July 2012 provision titled “Final Report—Sylmar Basin Safe Yield, 5-Year Re-assessment” (see **Appendix H**). Additionally, San Fernando and Los Angeles each has the right to receive stored water credit in the Sylmar basin.

The Sylmar Basin is an adjudicated basin and the management of water resources and operations in the Basin is provided by the ULARA Watermaster. A copy of the judgment is attached in **Appendix I**. The California State Water Resources Control Board’s Division of Drinking Water (DDW) helps monitor groundwater quality and contaminant levels.

The key characteristics of the Sylmar Basin are listed below in **Table 2.2**:

Table 2.2
Sylmar Basin
Summary of Characteristics

Item	Capacity
Depth to Groundwater	50-6,000 ft.
Thickness of Groundwater Table	180-1,050 ft.
Storage Capacity	310,000 AF
Operating Safe Yield	7,140 AFY
Adjudicated Rights	7,140 AFY
Spreading Basins (Total)	0
Wells (Active)	3
Wells (Inactive)	1

Groundwater Production

The City currently has two active wells (2A and 4A) for groundwater extraction. Well

No. 3 is currently on stand-by due to high nitrate levels; however, a nitrate treatment plant for this well is currently in the planning stages. Well No. 7A is also undergoing a nitrate treatment system upgrade. In the past ten years, the City has upgraded all of its wells. Well No. 2A is the City's most productive well with a rated capacity of 2,100 gpm. Occasionally, the City's groundwater facilities experience contamination issues that can affect their supply reliability. In the past, the City has used imported water to maintain supply reliability. However, in more recent years, the City has looked to other options in order to decrease imported water while increasing groundwater quality and production.

The City is currently in the final stages of the construction phase for a nitrate treatment ion-exchange plant for Well No. 7A. The project is expected to be completed in 2017. A similar ion-exchange treatment plant is also in the planning stages for Well No. 3.



Figure 2.9: City Well No. 7A Facility

The City's groundwater well pumping capacities are summarized in **Table 2.3**:

2015**CITY OF SAN FERNANDO
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City Groundwater Wells**

Well No.	Capacity (gpm)
2A	2,100
3	1,000
4A	450
7A	900
Total Capacity:	4,450

To monitor the City's groundwater extraction, each of the City's wells are equipped with flowmeters to measure well production. Well production is recorded monthly by City water staff and reported monthly to the ULARA Watermaster and annually to DDW. Every year, as part of their conservation and documentation efforts, the City completes and submits the Electronic Annual Report to the Drinking Water Program (eARDWP), as pursuant to Section 116530 of the California Health and Safety Code. The total groundwater production since 2010 is shown below in **Table 2.4**:

**Table 2.4
2010-2015 Groundwater Production**

Year	Production (AF)
2010	3,070
2011	3,122
2012	3,215
2013	3,332
2014	3,166
2015	2,768
Average:	3,112

2.3 WATER SUPPLY SUMMARY

Over the past five years, the City's groundwater pumping ability has led the City to be mostly independent of imported water, particularly in the past few years. Due to rising costs of imported water, the continued reliance of groundwater vs. imported water will provide cost savings for the City.

Table 2.5 lists The City's supply totals:

**Table 2.5
Water Supply Summary**

Year	Imported (AF)	Ground (AF)	Total (AF)
2010	51	3,070	3,121
2011	19	3,122	3,141
2012	114	3,215	3,329
2013	74	3,332	3,406
2014	108	3,166	3,274
2015	0	2,768	2,768
Average (2010-2015):	61	3,112	3,173
Average (2005-2009):	340	3,292	3,632

2.4 PROJECTED WATER SUPPLY

The City expects to maintain their low levels of imported water purchases through groundwater production from its well facilities. It is unlikely that the City will add to these supply sources to include recycled water, as the infrastructure is not in place to receive recycled water. **Table 2.6** displays the City's projected supply availability outlook during a normal water year based on the City's adjudicated groundwater rights and preferential right of 0.10 percent of MWD's annual supplies:

Table 2.6
Projected Water Supply Availability

Year	Imported (AF)	Ground (AF)
2020	3,653	3,570
2025	3,755	3,570
2030	3,925	3,570
2035	4,055	3,570
2040	4,091	3,570

Although the City's groundwater rights are currently at 3,570 AFY, the City's overall water supply reliability is expected to remain consistent or improve slightly due to limited population growth coupled with conservation. The City will also continue to benefit indirectly from regional conservation efforts and also through MWD's efforts to augment its supplies and improve reservoir storage capacities. **Section 5** discusses reliability issues and compares the City's projected water supplies to projected demands for normal, dry, and multiple dry years through 2040.

2.5 ALTERNATE WATER SOURCES

This section provides an overview of alternative water sources (non-potable supplemental supplies) and their potential uses. Alternative water sources include recycled water, recycled stormwater, greywater, and desalinated seawater.

2.5.1 Recycled Water

Recycled water is the reuse of treated wastewater for non-potable and indirect potable reuse applications. Wastewater is treated to different levels of purification based on the usage need. Recycled water is often used to irrigate landscapes, replenish

groundwater aquifers, and provide industrial users with an alternative water supply to meet their non-personal water use needs.

Wastewater Collection & Treatment System

Municipal wastewater is generated in the City's service area from a combination of residential, commercial, and industrial sources. The quantities of wastewater generated are generally proportional to the population and the water used in the service area. Under a contract entered into in 1969, the City's wastewater is collected and discharged to the City of Los Angeles for treatment and disposal. The contract provides the City with purchased capacity rights in the Hyperion Treatment Plant in El Segundo, for average daily flow of 1.14 million gallons per day (MGD) and an instantaneous peak flow of 3.2 cfs.

Recycled Water Potential in the City

Due to the high costs involved in constructing recycled water infrastructure, the City has not considered using recycled water in the past and the City currently does not use recycled water. As a result, the City has not considered any formal plans nor has specifically identified any potential recycled water users. If the City were to use recycled water in the future (with help from LADWP or MWD), the City would benefit as typical recycled water users (large landscapes, City parks & medians, and dual-plumbed buildings) could receive recycled water. Currently, the City is investigating a potential option with Southern California Edison as a funding partner to install a scalping plant and supply recycled water to



Figure 2.10: Wastewater Treatment at Hyperion in El Segundo, CA

irrigation customers. If the City anticipates receiving recycled water in the near future, the City could prepare an optimization plan which identifies specific recycled water customers. Currently, the City encourages the efficient use of potable water while raising awareness of alternative water sources such as recycled water.

2.5.3 Greywater

Greywater systems have been used in California to provide a source of water supply for subsurface irrigation and also as a means to reduce overall water use. Greywater consists of water discharged from sinks, bathtubs, dishwashers, and washing machines. Greywater systems consist of an underground tank and pumping system. Greywater is currently legal for subsurface irrigation in the State of California; however, strict regulations and

high installation costs have impeded installation of professional greywater systems and have the unintended consequence of undocumented and noncompliant use of greywater.

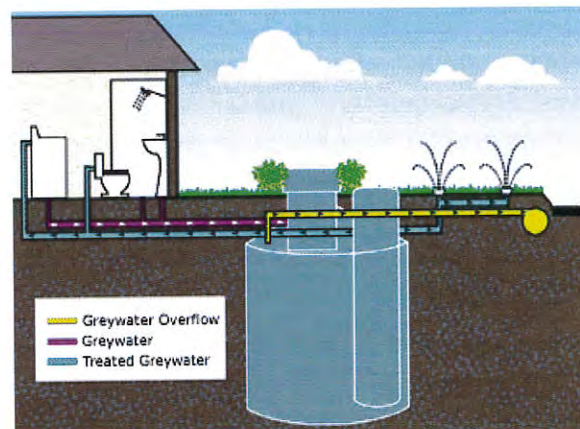


Figure 2.12: Greywater System

The promotion of greywater systems as a means to reduce the City's overall water use is not recommended since the use of

greywater is currently limited to subsurface irrigation and therefore the overall service area-wide reduction in water use (in AF) would be minimal at best. The City does not currently have a formal program in place to support greywater use.

2.5.4 Desalinated Seawater

Seawater desalination is a process whereby seawater is treated to remove salts and other constituents to develop both potable and non-potable supplies. There are over 10,000 desalination facilities worldwide that produce over 13 million AFY. Desalinated water can add to Southern California's supply reliability by diversifying its water supply sources and mitigating against possible supply reductions due to water shortage conditions. With its Seawater Desalination Program, the MWD facilitates implementation and provides financial incentives for the development of seawater desalination facilities within its service area.



Figure 2.13: Seawater Desalination Plant

A total of five member agencies submitted projects totaling 142,000 AFY. In 2004, MWD adopted an Integrated Resource Plan (IRP) update, which included a desalination goal of 150,000 AFY by the year 2025. Currently, the five member agency projects are in various levels of development. Since

The City's service area is not located adjacent to the ocean, there are no plans to incorporate desalinated seawater into its supply sources.

2.6 TRANSFERS OR EXCHANGES

The City owns rights to extract 3,570 AF of groundwater annually; however, the City may experience at times reliability issues with its wells due to mechanical or water quality issues that limits the City's groundwater production. Conversely, the City may extract amounts in excess of 3,570 AFY based on the Sylmar Basin Judgment (up to 10 percent) or based on leases with the City of Los Angeles. The City may consider short-term or long term leases of its groundwater either to or from the City of Los Angeles, based on the need. Additionally, the City has a 6-inch interconnection with the City of Los Angeles which is capable of transferring water to the City during short-term emergencies.

Over the long term, the City expects to reduce dependency on imported water while increasing water use efficiency. Groundwater is expected provide the majority of the City's water supplies while imported water will be purchased to meet the gap between total demand and groundwater production. Since the City's population is not expected to increase significantly, the City does not foresee a need to lease or to purchase groundwater rights as a long-term practice.

2.7 PLANNED SUPPLY PROJECTS

The City continually reviews practices that will provide its customers with adequate and reliable supplies. Due to this fact, the

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City is currently in the design phase of a denitrification treatment plant for Well No. 3. This is in addition to the denitrification treatment plant that is currently nearing completion at Well No. 7A. Since Wells No. 3 & 7A have had nitrate readings slightly above the MCL of 45 mg/l in the past, they have been taken offline and production has temporarily halted. With the completion of these treatment plants, groundwater quality and production will be increased.

The City of San Fernando's local groundwater source from the Sylmar Basin provides a reliable local water source which is an asset utilized to minimize the City's dependence on imported water. The City will continue effective operation and maintenance efforts to ensure all well sites and water infrastructure are used in an efficient manner.

SECTION 3: WATER QUALITY



SECTION 3: WATER QUALITY

3.1 WATER QUALITY SUMMARY

In 1974, Congress passed the Safe Drinking Water Act in order to protect public health by regulating the nation's drinking water supply. As required by the Safe Drinking Water Act, the City provides annual Water Quality Reports to its customers. Currently, all of the water that the City distributes to its customers meet federal Environmental Protection Agency (EPA) standards and the State Water Resources Control Board (State Water Board) standards.

The quality of water distributed to the City water system is directly related to the quality of the supply sources from which they obtain their water. This section explores the quality of the City's supply sources and examines important water contaminants that are actively monitored as part of its efforts to supply safe drinking water to its customers.

3.2 QUALITY OF SOURCES

The two main sources of the City's water supply as mentioned in **Section 2** are imported water from MWD and groundwater from the Sylmar Basin. Thus, the quality of water delivered to the City's customers is a result of the efforts of both the City and MWD.

3.2.1 Imported Water Overview

The City receives imported water from MWD on an as-needed basis for emergency purposes to meet federal and state standards. Imported water obtained from

the SWP and the CRA contain specific contaminants that are characteristic of the Bay Delta and the Colorado River regions. Some of the contaminants of concern include: salinity, biological loads, disinfection by-products, perchlorate, uranium, and arsenic. MWD's 2015 UWMP discusses the water quality concerns of its supplies in detail.

To provide safe drinking water to its customers, MWD treats its water supply at five separate treatment plants, three of which blend a mixture of SWP and CRA water. Of the five plants that serve Southern California, the City has access to treated effluent from the Jensen Treatment Plant.



Figure 3.1: Jensen Treatment Plant

Although MWD water meets all regulatory requirements, MWD understands the need for stringent testing and quality assurance for its customers. Water is analyzed and tested at one central, state-of-the-art treatment facility in addition to five satellite laboratories at each treatment facility to ensure the quality and safety of its water.

3.2.2 Imported Water Quality

MWD's two main supply sources (SWP and CRA) have different water quality issues. However, only water from the Bay-Delta in Northern California concerns the City. Some of the key water quality issues with water obtained from the Bay-Delta via the SWP are discussed as follows:



Figure 3.2: Algal Growth in State Water Project

Total Organic Carbon and Bromide

Water containing high levels of Total Organic Carbon and Bromide, once treated with disinfectants such as chlorine or ozone, can lead to the production of Disinfection byproducts (DBPs). DBPs are known to cause certain cancers and pose a significant concern to the City's imported water supply. The EPA currently regulates DBPs with strict standards. MWD manages DBP concentration by participating in the CALFED Bay-Delta Program to safeguard SWP source water and also by providing advanced treatment operations.

Nutrients (Algal Productivity)

Elevated nutrient levels in the SWP can adversely affect the City's imported water quality by stimulating biomass growth such as algae and aquatic weeds. Nutrients can also provide a source of food leading to the growth of nuisance biological species. This can lead to taste and odor concerns and can impede normal treatment operations.

MWD offsets the nutrient rich SWP water by blending it with CRA water in MWD's blend reservoirs. Although nutrient loading is a concern, MWD does not expect there to be any effects on its supplies from the SWP.

Arsenic

Arsenic is a naturally occurring element found in rocks, soil, water, and air. It is used in wood preservatives, alloying agents, certain agricultural applications, semi-conductors, paints, dyes, and soaps. Arsenic can get into water from the natural erosion of rocks, dissolution of ores and minerals, runoff from agricultural fields, and discharges from industrial processes. Long-term exposure to elevated levels of arsenic in drinking water has been linked to certain cancers, skin pigmentation changes, and hyperkeratosis (skin thickening).

The MCL for arsenic in domestic water supplies was lowered to 10 µg/L, with an effective date of January 2006 in the federal regulations, and an effective date of November 2008 in the California regulations. The standard impacts both groundwater and surface water supplies. Historically, MWD's water supplies have had low levels of this contaminant and would not require treatment changes or capital investment to comply with this new standard.

Other Emerging Imported Water Concerns

As the technology to discover contaminants advances, the City faces ongoing threats to its drinking water as new contaminants are discovered and existing contaminants are more readily detected. Some of the current contaminants not previously mentioned which pose a threat to the City's imported water supplies include, but are not limited to: Chromium VI, N-nitrosodimethylamine (NDMA), and Pharmaceuticals & Personal Care Products (PPCPs). Continued mitigation efforts may, however, lead to a decrease in the threat level of these contaminants, as has been demonstrated through past mitigation efforts

3.2.3 Groundwater Quality

In addition to imported water quality

concerns, the City is also concerned with groundwater quality pumped from the Sylmar Basin. In general, groundwater in the main producing aquifers of the basins of the ULARA Basins has significant contamination issues. However, groundwater produced from the Sylmar Basin typically has better quality than groundwater produced from other ULARA Basins. Some of the main constituents of concern that have affected well production in the Sylmar Basin include perchlorate, nitrate and volatile organic compounds (VOCs), trichloroethylene (TCE) in particular, which have been detected in various wells over the past five years. Other ULARA constituents of concern include high total dissolved solids (TDS) and total hexavalent chromium. **Table 3.1** summarizes the main constituents of concern in the ULARA Basins.

Table 3.1
ULARA Groundwater Basin: Constituents of Concern

Constituent	Units	Range	Description
TDS Secondary MCL = 500	mg/L	280 to 729	Highest levels reported in the North Hollywood area of the San Fernando Basin.
VOCs (TCE and PCE) Primary MCL for TCE = 5 Primary MCL for PCE = 5	µg/L	<5 to over 100	The highest concentrations in Glendale and Burbank areas of the eastern San Fernando Basin are being treated. Other areas in the San Fernando Basin, which have levels significantly above the MCL, are currently being addressed through treatment or other means, while long-term solutions are being developed.
Perchlorate Notification level = 6	µg/L	ND to 8.9	Detected in 2 wells above notification level since 2000.
Nitrate (as N) Primary MCL = 10	mg/L	2.6 to 79.2	Highest levels reported in the Verdugo Basin and eastern portion of the San Fernando Basin
Total and Hexavalent Chromium Total Cr MCL = 50 Hexavalent Cr MCL = TBD	µg/L	ND to 423	Highest concentrations are in the Burbank and Glendale areas. These areas are currently being investigated. The city of Los Angeles discontinued pumping from one San Fernando Basin production well after total hexavalent chromium levels as high as 423 µg/L were detected.

3.3 WATER QUALITY EFFECTS

The previous subsection summarized the general water quality issues of MWDs imported water and the Basin's groundwater supplies. The same water quality concerns apply to the City's water supply. Groundwater that does not meet drinking water standards now must be provided wellhead treatment, since blending with imported water to meet state and federal standards is no longer in effect.

Due to the mitigation actions undertaken by the City and MWD, the City does not anticipate any reductions in its water supplies due to water quality issues. Future

regulatory changes enacted by the EPA and/or the State legislature will be met through additional mitigation actions in order to meet the standards and to maintain water supply to the City's customers.

Additionally, during times of groundwater supply reduction due to water quality concerns, the city will import water to meet demand until mitigation actions are complete and the City is operating its groundwater facilities at full capacity. Thus, the City does not expect water quality to be a major factor in its overall supply reliability or management considerations.

SECTION 4: WATER DEMANDS



SECTION 4: WATER DEMANDS

4.1 INTRODUCTION

Water use within the City is variable and depends on a number of factors which range from irrigation to industrial use and from inefficient plumbing to water losses. Changes in residential plumbing fixtures and customer usage habits can significantly affect water usage for most agencies. This section explores the water usage trends within the City and quantifies total usage per customer type. In addition, the provisions of the SBx7-7 are explored in detail.

4.2 CURRENT CITY WATER NEEDS

The City of San Fernando, like many other cities of Southern California, began as an agricultural area and throughout the years has transformed into a suburban town. Initially the land uses in the City were primarily agricultural with some residential. By 1920, the City's population reached 3,204 persons and the City continued to grow at a rate of about 275 people per year until 1990, when the population growth rate began to level off.

The City's population growth rate has decreased in the past 20 years and is currently at under 0.5 percent annually. The City is approaching ultimate "built-out" with remaining expected future water demands primarily attributable to possible land use changes in residential densities, such as multi-story residence complexes, and in-fill land development projects. Due in part to this slowed growth, the City's water use over the past 15 years has been fairly

consistent and recent total water consumption reported for calendar year 2009 is slightly less than total water consumption reported for calendar years 1995 through 1997. As a result, the City of San Fernando's local groundwater sources and imported supply capacity put the City in a position of providing a reliable source of quality water for its water users due to this consistency of water demands.



Figure 4.1: Residential Irrigation

The City of San Fernando supports water conservation while maintaining the beauty of its community parks, schools, and recreational facilities both in the private and in the public sector. Since the City is zoned mainly for residential use and the majority of residential water consumption in the City is used for non-personal purposes (i.e. irrigation, car washing, etc.), the City has a significant number of residential lots which require consistent irrigation to maintain landscapes. Of the water used for personal purposes, the majority of water consumed is attributable to toilet flushing and clothes washing.

In the commercial and institutional sector, water needs vary as customers range from restaurants to offices and from retail stores to schools. Office buildings and retail stores require significantly less water than restaurants and schools and are not usually the key focus of water conservation efforts.

In order to maintain civic pride and a sense of community, City parks and other City right of ways (medians, etc.) require consistent irrigation. To prevent water waste, the City follows an irrigation schedule that limits the length of irrigation to avoid overspray runoff and also eliminates evapotranspiration from daytime watering.



Figure 4.2: Las Palmas Park

Overall water use characteristics within the City's service area reflect regional water use characteristics within Southern California. As a result of these water needs, the City has passed a conservation ordinance similar to other agencies which limits or restricts non-personal water use during periods of drought to conserve water use for the more important health and safety needs of its customers. The City's Conservation Ordinance is discussed in greater detail in Sections 6 and 7.

4.3 HISTORIC WATER DEMAND

Water demands within the City's service area are met by groundwater from the Sylmar Basin and imported water from MWD. Annual water use since 2010 has ranged from 3,121 AF to 3,963 AF with an average of 3,431 AF as shown below in Table 4.1:

Table 4.1
Five-Year Historic Total Water Consumption

Year	Consumption (AF)
2010	3,121
2011	3,141
2012	3,329
2013	3,406
2014	3,274
2015	2,768
Average:	3,173

As indicated by Table 4.1 above, annual water use fluctuates each year and is dependent on climatologic conditions.

4.4 WATER USE STATISTICS

The City maintains records of water consumption and bills its customers on a monthly basis for its water service. The City currently has over 5,100 service connections with a mixture of residential, commercial, institutional, industrial, and landscape irrigation customers. Over 80 percent of the total metered connections are residential (single & multi-family). Commercial & institutional accounts comprise nearly 10 percent of the City's metered connections. Industrial accounts make up about 3 percent of the total

metered connections and have the highest consumption rate at about 1.5 AFY per connection. Water sales data is compiled by City water staff and recorded on the eARDWP and submitted to DDW annually.

The total number of service connections and total water consumption since 2010 is shown below in **Tables 4.2** and **4.3**:

Table 4.2
Number of Service Connections (2010-2015)

Sector	2010	2011	2012	2013	2014	2015
Single Family Residential	3,756	3,802	3,802	3,790	3,800	3,837
Multi-Family Residential	472	462	462	456	457	459
Commercial/Institutional	423	455	455	438	446	599
Industrial	146	181	181	158	162	171
Landscape Irrigation	51	43	43	49	62	70
Other	143	184	184	144	0	6
Total Connections:	4,991	5,127	5,127	5,035	4,927	5,142

Table 4.3
Historic Water Demand by Sector (AF)

Sector	2010	2011	2012	2013	2014	2015
Single Family Residential	1,495	1,513	1,626	1,341	1,579	1,341
Multi-Family Residential	469	444	478	420	466	420
Commercial/Institutional	429	342	372	337	373	337
Industrial	220	203	220	188	212	188
Landscape Irrigation	58	71	87	100	132	100
Other	64	99	127	123	148	123
Total Water Sales:	2,734	2,672	2,910	2,509	2,910	2,509
Unaccounted for Water (%)	387 (12%)	469 (15%)	419 (13%)	897 (26%)	364 (11%)	259 (9%)
Total Water Consumption:	3,121	3,141	3,329	3,406	3,274	2,768

As indicated by **Table 4.3**, unaccounted for water contributes to a significant portion of the City's overall water use (at approximately 14 percent on average) of the total water supply into the City's distribution system. Unaccounted for water consists of routine flushing, unmetered use, and water losses. The reasons for water losses may be from a difference in accuracy of the meter at the production side compared to the service meters, periodic main line flushing, reservoir and other water system maintenance that is typical in the operation and maintenance of a water system.

Recently, the City has identified a leak in Reservoir No. 4, and is planning rehabilitation of this reservoir following the completion of the denitrification treatment plant for Well No. 3.

Although water losses have cost impacts on water agencies, they cannot be prevented entirely. Instead, effort is given to controlling the quantity of water losses (to a cost-effective extent) in order to reduce the cost impact of water losses on water operations.

4.5 WATER CONSERVATION ACT

4.5.1 SBx7-7 Background

Due to reductions of water in the San Joaquin Delta, the Legislature drafted the SBx7-7 to protect statewide water sources. The legislation called for a 20 percent reduction in water use in California by the year 2020. The legislation amended the water code to call for 2020 and 2015 water use targets in the 2010 UWMPs, updates or revisions

to these targets in the 2015 UWMPs, and allows DWR to enforce compliance to the new water use standards. Beginning this year (2016) failure to comply with interim and final targets will make the City ineligible for grants and loans from the State needed to attain water self-sufficiency by 2020.

In addition to an overall statewide 20 percent water use reduction, the objective of SBx7-7 is to reduce water use in within each hydrologic region in accordance with the agricultural and urban water needs of each region. Currently, DWR recognizes 10 separate hydrologic regions in California as shown in **Figure 4.3** on page 4-5. Each hydrologic region has been established for planning purposes and corresponds to the State's major drainage areas. The service area of the City is located in the South Coast Hydrologic Region (HR), which includes all of Orange County, most of San Diego and Los Angeles Counties, parts of Riverside, San Bernardino, and Ventura counties, and a small amount of Kern and Santa Barbara Counties. The South Coast HR is shown in **Figure 4.4** on page 4-6.

Per capita water use, measured in gallons per capita per day (GPCD), in the South Coast HR varies between different water agencies, depending on the geographic and economic conditions of the agency's service area. Regions with more affluence, such as Beverly Hills, typically consume more water and therefore have higher GPCD numbers. The South Coast HR has an overall baseline per capita water use of 180 GPCD and DWR has established a regional target of 149 GPCD for the region as a compliance target to satisfy SBx7-7 legislation.

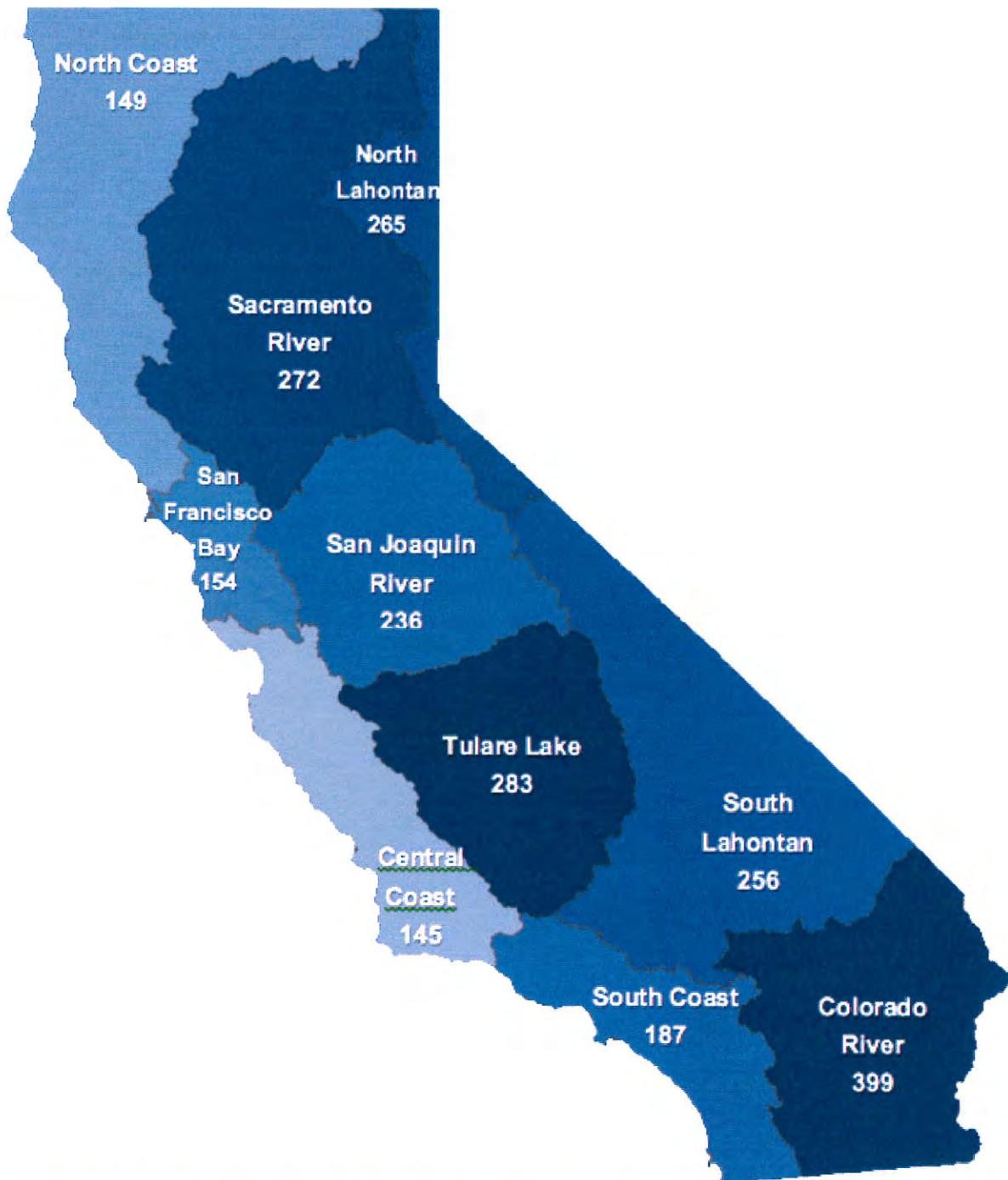


Figure 4.3: California's 10 Hydrologic Regions (with Baselines by Region)

2015

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Figure 4.4: South Coast Hydrologic Region

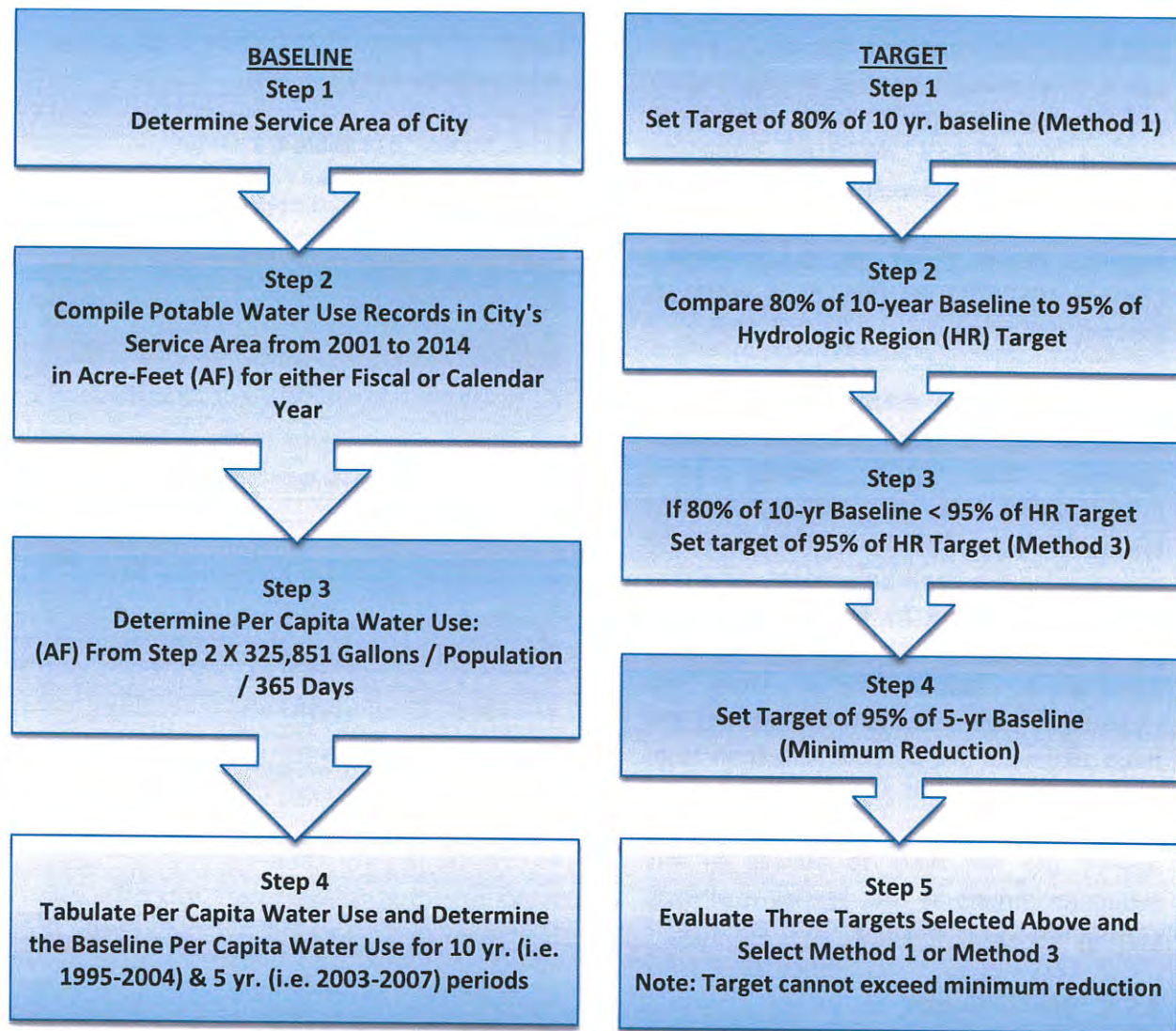


Figure 4.5: Procedure for Determining Baseline and Per Capita Water Use

4.5.2 SBx7-7 Methodologies

To satisfy the provisions of SBx7-7, the City previously established a per capita water use target for the year 2020 as well as an interim target (2015). DWR provided guidelines for determining these targets in its Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use (2011) and also in the 2010 and 2015 UWMP Guidebooks. In the 2010 UWMP, the City's baseline water use was

determined based on San Fernando's historic water use by the procedure shown above in **Figure 4.5**.

In the same fashion, the City was responsible for determining a 5-year baseline water use in accordance with DWR's guidelines. The Methodologies guidebook made provisions that allowed a water supplier to meet the target requirements by achieving any one of a number of target requirements, provided

that the water supplier's per capita water use is low enough relative to the region within which it supplies water. The basic options included a minimum reduction requirement of 5 percent (Water Code § 10620), a five percent reduction from the Regional (South Coast HR) target (Water Code § 10608.20 (b) (3)), or a strict 20 percent reduction.

These options were established in order to avoid placing any undue hardship on water agencies that have already been implementing water conservation measures for some time. The basic procedure for determining the applicable water reduction target is illustrated by **Figure 4.5** on the previous page. If an agency's 10-year baseline is slightly higher than the Hydrologic Region's target, that agency still must achieve a five percent reduction from its 5-year baseline. If an agency has a per capita water use of 100 GPCD or less, that agency will not have to adhere to any reduction targets as that agency is already considered water efficient.

4.5.3 SBx7-7 Targets

Since the City does not use recycled water, a 10-year instead of a 15-year rolling average was calculated. The City's baseline water use is **142 GPCD**, which was obtained from the 10-year period January 1, 1995 to December 31, 2004.

Table 4.5 shows historic (1996 to 2009) as well as recent (2010 to 2015) water use. The data was used to calculate the continuous 10-year and 5-year average baseline. Moreover, regardless of the compliance method adopted by the City, it will need to meet the minimum water use

target of 5 percent reduction from a five-year baseline as calculated.

Table 4.5
City of San Fernando
Recent and Past GPCD Water Use

Year	Total Potable Consumption (AF)	Per Capita (GPCD)
2015	2,768	101
2014	3,274	121
2013	3,406	126
2012	3,329	125
2011	3,141	118
2010	3,121	118
2009	3,395	128
2008	3,653	138
2007	3,757	142
2006	3,699	140
2005	3,650	139
2004	3,894	148
2003	3,791	145
2002	3,786	145
2001	3,649	140
2000	3,735	144
1999	3,996	155
1998	3,324	129
1997	3,575	139
1996	3,564	139
1995	3,460	135
10-yr. Baseline (1995-2004) (SB7: 10608.20)		142
5-yr. Baseline (2003-2007) (SB7: 10608.22)		143
South Coast HR:		187

As determined previously in the City's 2010 UWMP, the City's 10-yr and 5-yr baselines were determined to be 142 GPCD and 143 GPCD, respectively. Thus, the same SBx7-7 targets apply.

In order to determine the correct compliance target, the City's baseline water use was compared to the regional compliance target in order to determine the applicable reduction amounts per the SBx7-7 additions to the water code. The legal stipulations applicable to the City and the required target to be enforced by DWR are shown below in **Table 4.6:**

Table 4.6
City of San Fernando
SBx7-7 2020 Water Use Targets

Min. Reduction Requirement (10608.22)	20% Target (10608.20) (b)(1)	5% Reduction from Regional Target (10608.20) (b)(3)
136	113	142
2020 Per Capita Target:		136
Interim (2015) Target:		140
2015 Per Capita Water Use:		101

As indicated by the above table, the City can select an SBx7-7 target of 136 GPCD (five percent from its five-year baseline) as this amount is less than 142 GPCD (five percent reduction from the South Coast HR's target). Therefore, SB7: 10608.22 applies to the City. In addition, since the City's 20 percent reduction target (113 GPCD) far exceeds the minimum reduction requirement of 136 GPCD, it is feasible for the City to select 136 GPCD as its 2020

water use target. Therefore, the City's compliance target for 2020 per capita water consumption is 136 GPCD in accordance with SB7: 10608.22.

Although the requirements of SBx7-7 seem stringent, it is noteworthy to mention that the City has seen an increase in water efficiency from 2000-2015. This is due in part to a greater achievement of conservation measures, saturation of water-saving plumbing fixtures, and overall water conservation awareness.

The City is not revising its interim or 2020 SBx7-7 targets that were calculated in its 2010 UWMP.

Altogether, the City is not only meeting its SBx7-7 requirements, but also exceeding them. In 2015, GPCD was 101, well below their 2015 interim target. Thus, the City is set to achieve its 2020 target.

4.5.4 Impacts on Bay-Delta

Through adherence to conservation measures, the City can participate in statewide efforts to conserve Sacramento-San Joaquin Bay-Delta Water and to protect the ecological habitat of the region. The Bay-Delta is crucial to the health of the state's natural environment, its residents, and the economy. As an estuary (an inland body of water where fresh river water mixes with salty seawater), the Delta and its islands create a habitat for hundreds of aquatic and terrestrial species, some of which are unique to the region. Delta water irrigates local farms where much of the nation's domestic fresh produce is grown. Finally, freshwater originating in the Sierra



Figure 4.6: SBx7-7 Seeks to Preserve the Waters of the Bay-Delta

Nevada flows through the Delta, providing water supplies for 25 million Californians and the economies in the San Francisco Bay Area, the Central Valley, and of course Southern California.

With increased public awareness of conservation requirements, it is likely that the public will begin to understand the importance of water conservation and will begin to use water even more efficiently.

4.6 PROJECTED WATER DEMAND

Future water use projections must consider significant factors on water demand, such as development and/or redevelopment, and climate patterns, among other less significant factors that affect water demand. Although redevelopment is expected to be an ongoing process, it is not

expected to significantly impact water use since the City is already in a near "built-out" condition.

Rainfall and warmer temperatures, however, will continue to extend a major influence on demand as drought conditions and climate change could increase demand at a time when these supplies are limited. Therefore, it is imperative to continue implementing water conservation policies and programs to ensure permanent water savings not just short-term behavior change.

For planning purposes, the City's projected water use for 2020-2040 is broken down by sector, these water demands are included in future water demand projections for single and multi-family homes and listed in **Table 4.7**. The projections also include low-

income households within the City. According to the City's Draft 2013-2021 Housing Element, percentages for extremely low, very low, and low income

levels are 18 percent, 17 percent, and 24 percent, respectively. A combined total of 59 percent of households within the City are considered low income.

Table 4.7
Projected Water Demand by Sector (2020-2040)
(Based on SBx7-7 Consumption Requirement of 136 GPCD)

Sector	2020	2025	2030	2035	2040
Water Service Area Population	25,003	25,456	25,917	26,387	26,865
Demands					
Single Family Residential	1,784	1,816	1,849	1,882	1,916
Multi-Family Residential	541	551	561	571	582
Commercial/Institutional	440	448	456	464	472
Industrial	247	251	256	261	265
Landscape Irrigation	110	112	114	116	118
Other	137	139	142	145	147
Total Water Sales:	3,258	3,317	3,377	3,439	3,501
Unaccounted for Water	551	561	571	581	592
Total Water Consumption (Total Supply into System):	3,809	3,878	3,948	4,020	4,093

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4 - 12

2015 URBAN WATER MANAGEMENT PLAN
SECTION 4: WATER DEMANDS

SECTION 5: RELIABILITY PLANNING



SECTION 5: RELIABILITY PLANNING

5.1 INTRODUCTION

Drought conditions continue to be a critical issue for Southern California's water supply. As the population of Southern California continues to increase and as environmental regulations restrict imported and local water supplies, it is important that each agency manage its water consumption in the face of drought. Even during times of seasonal drought, each agency ought to anticipate a surplus of supply. This can be accomplished through conservation and supply augmentation, and additionally through prohibitions under penalty of law during times of seasonal or catastrophic shortage in accordance with local ordinances.

This section discusses local and regional efforts to ensure a reliable supply of water and compares projected supply to projected demand. Demand and supply projections are provided in **Tables 5.3 - 5.9**.

5.2 HISTORIC DROUGHTS

Climate data has been recorded in California since 1858. Since then, California has experienced several periods of severe drought: 1928-34, 1976-77, 1987-91, 2007-09 and most recently in 2012-14. California has also experienced several periods of less severe drought. According to DWR, water year 2014 is ranked as the third driest year on record in terms of statewide precipitation, with the three-year period of water years 2012-14 ranking as the driest consecutive three-year period on record in

terms of statewide precipitation. The year 1977 is considered to be the driest year on record; however, Southern California sustained few adverse impacts from the 1976-77 drought, while the 1987-91 drought created considerably more concern.

As a result of previous droughts, the State legislature has enacted, among other things, the Urban Water Management Planning Act, which requires the preparation of this plan. Subsequent amendments to the Act have been made to ensure the plans are responsive to drought management. In 1991, several water agencies came together to form the California Urban Water Conservation Council (CUWCC) to manage the impacts of drought through the promotion of water conservation.



Figure 5.1: Lake Oroville: Drought Conditions

The drought of 2007-09 resulted in significant impacts on the State's water supplies, and in November 2009, SBx7-7 was signed into law by Governor Schwarzenegger. SBx7-7, also known as the

Water Conservation Act of 2009, requires mandatory water conservation up to 20 percent by 2020.

At the local level, water agencies have enacted their own ordinances to deal with the impacts of drought. The City has

enacted several water conservation policies as part of the City's municipal code that manage water supply during droughts. Compliance ranges from voluntary to mandatory depending on the drought severity.



Figure 5.2: Recent Drought Effects

5.3 RECENT DROUGHT (2011-2015)

A significant drought has hit the state of California since 2011. The drought has depleted reservoir levels all across the state, as reflected by **Figure 5.2** above. In January of 2014, Governor Brown declared a state of emergency and directed state officials to take all necessary actions to prepare for water shortages. As the drought prolonged into 2015, to help cope with the drought, Governor Brown gave an executive

order in April 2015 which mandated a statewide 25 percent reduction in water use.

In January of 2016, the DWR and the U.S. Bureau of Reclamation have finalized the 2016 Drought Contingency Plan that outlines State Water Project and Central Valley Project operations for February 2016 to November 2016. The plan was developed in coordination with staff from State and federal agencies. One of the key purposes

of this plan is to communicate goals for 2016 water management and the potential operations needed to achieve those goals for water resources stakeholders and the public.

Although the drought has more significantly impacted surface waters and other agencies that use water for agriculture, the City of San Fernando is still affected by the

drought, primarily due to reduced reliability of imported water.

To date, Californians have reduced water use by about 25 percent since emergency conservation regulations took effect in June 2015. This continues to meet Governor Brown's 25 percent mandate (despite a decline in the statewide water-savings rate for the last two months).



Figure 5.3: MWD's 800,000 AF Reservoir: Diamond Valley Lake

5.4 REGIONAL SUPPLY RELIABILITY

As a result of continued challenges to its water supplies, MWD understands the importance of reliable water supplies. MWD strives to meet the water needs of Southern California by developing new projects to increase the capacity of its supplies while encouraging its member agencies to develop local supply project to meet the needs of its customers. Also, MWD is committed to developing and maintaining

high-capacity storage reservoirs, such as Diamond Valley Lake, to meet the needs of the region during times of drought and emergency.

MWD operates Diamond Valley Lake, an 800,000 AF reservoir (pictured in **Figure 5.3**), to avoid the repercussions of reduced supplies from the SWP and CRA. In addition, MWD operates several additional storage reservoirs in Riverside, San Bernardino, and San Diego Counties to store water obtained

from the SWP and the CRA. Storage reservoirs like these are a key component of MWD's supply capability and are crucial to MWD's ability to meet projected demand without having to implement the Water Supply Allocation Plan (WSAP). This is crucial since the SWP and CRA have become more restricted, which could render the City's supplies more vulnerable to shortage.

5.4.1 Colorado River Aqueduct Reliability

Water supply from the CRA continues to be a critical issue for Southern California as MWD competes with several agricultural water agencies in California for unused water rights to the Colorado River. Although California's allocation has been established at 4.4 MAF per year, MWD's allotment stands at 550,000 AFY with additional amounts increasing MWD's allotment to 842,000 AFY if there is any unused water from the agricultural agencies.

MWD recognizes that competition from other states and other agencies within California has decreased the CRA's supply reliability. In 2003, the Quantification Settlement Agreement (QSA) was signed, which facilitated the transfer of water from agricultural agencies to urban uses. This historic agreement provides California the means to implement transfers and supply programs that will allow California to live within the State's 4.4 MAF basic annual apportionment of Colorado River water.

5.4.2 State Water Project Reliability

The reliability of the SWP impacts MWD's member agencies' ability to plan for future growth and supply. DWR's Bulletin 132-14, November 2015, provides certain SWP

reliability information, and in July 2015, the DWR Bay-Delta Office prepared a report specifically addressing the reliability of the SWP. This report, The State Water Project Delivery Capability Report, provides information on the reliability of the SWP to deliver water to its contractors assuming historical precipitation patterns.

On an annual basis, each of the 29 SWP contractors, including MWD, request an amount of SWP water based on their anticipated yearly demand. In most cases, MWD's requested supply is equivalent to its full Table A Amount. After receiving the requests, DWR assesses the amount of water supply available based on precipitation, snow pack on northern California watersheds, volume of water in storage, projected carry over storage, and Sacramento-San Joaquin Bay Delta regulatory requirements. For example, the SWP annual delivery of water to contractors has ranged from 1.4 MAF in dry years to almost 4.0 MAF in wet years. Due to the uncertainty in water supply, contractors are not typically guaranteed their full Table A Amount, but instead a percentage of that amount based on the available supply.



Figure 5.4: State Water Project (SWP)

Each December, DWR provides the contractors with their first estimate of allocation for the following year. As conditions develop throughout the year, DWR revises the allocations. Currently, the 2016 is set at 4.2 MAF.

Due to the variability in supply for any given year, it is important to understand the reliability of the SWP to supply a specific amount of water each year to the contractors.

5.4.3 Current Reservoir Levels

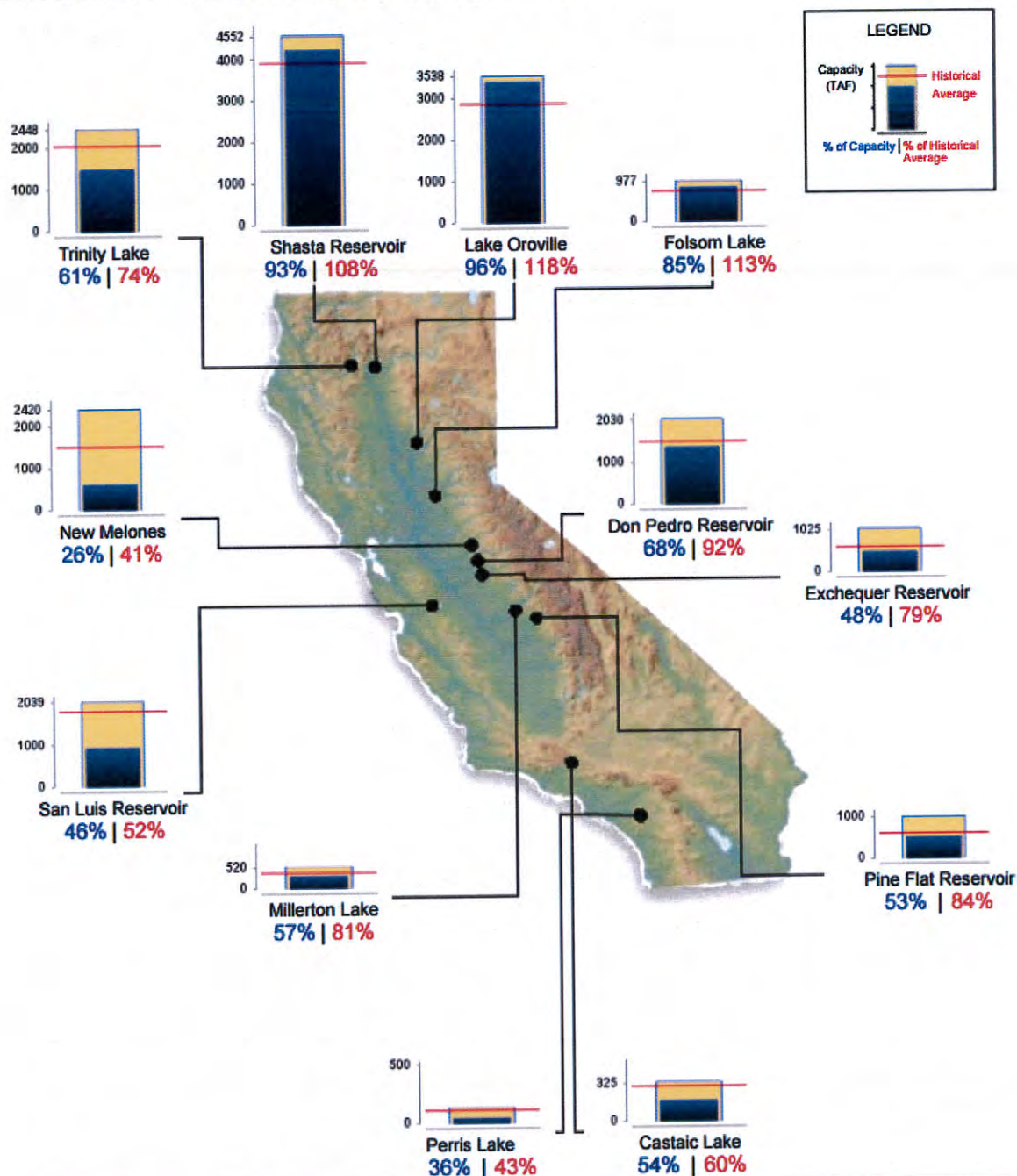
Statewide, storage reservoir levels rise and fall due to seasonal climate changes, which induce increase in demand. During periods of drought, reservoir levels can drop significantly and can limit the amount of supplies available. As a result, both DWR and MWD monitor their reservoir levels regularly. In 2014, conditions of several key reservoirs indicated drought conditions. Currently, several reservoir levels are below historical average levels as indicated by **Figures 5.5 and 5.6** on the following pages.

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Ending At Midnight - May 3, 2016

CURRENT RESERVOIR CONDITIONS



Graph Updated 05/04/2016 04:15 PM

Figure 5.5: California State Reservoir Levels

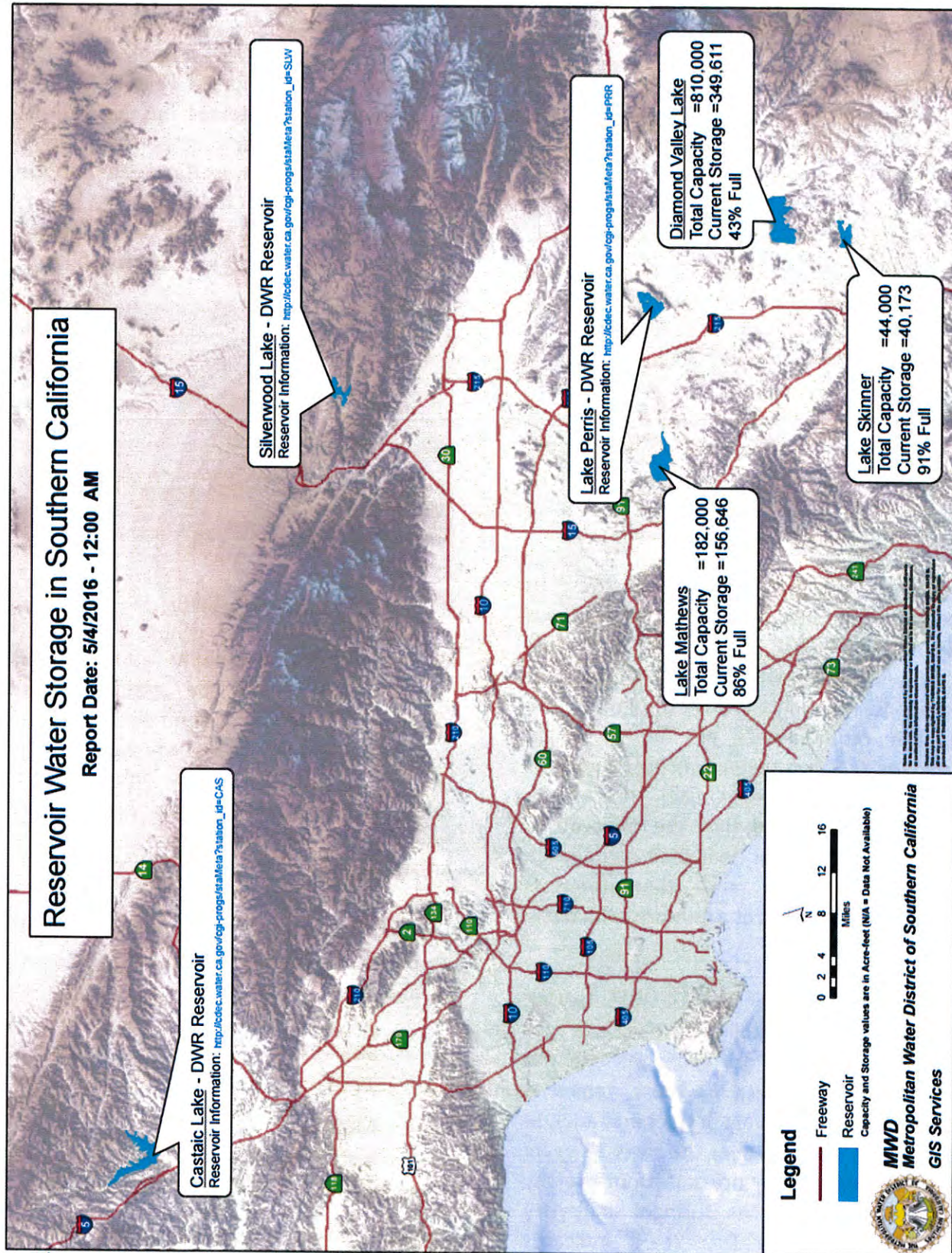


Figure 5.6: MWD Reservoir Levels

5.5 SUPPLY VS. DEMAND

As the City obtains its water sources from local groundwater and imported water the City's water supply reliability is based on the capacity and vulnerability of its infrastructure in addition to the seasonal demand changes brought about by periods of drought. MWD's reliability of supply has direct impact on the City. Population growth will also continue to be a factor in future reliability projections. Since the City is pursuing 100 percent local groundwater sustainability, having continued access to imported water increases the City's supply reliability.

5.5.1 Regional Supply Reliability

Southern California is expected to experience an increase in regional demands in the years 2020 through 2040 as a result of population growth. Although increases in demand are expected, they are limited due to the requirements of SBx7-7, which provides a cap on water consumption rates (i.e. per capita water use). It can be reasonably expected that the majority of agencies will be at or near their compliance targets by 2020 and thereafter as conservation measures are more effectively enforced.

Tables 2.8 – 2.10 of MWD's 2015 UWMP shows supply reliability projections for average and single dry years through the year 2040. The data in these tables is important to effectively project and analyze supply and demand over the next 25 years for many regional agencies. It is noteworthy that Projected Supplies During a Single Dry Year and Multiple Dry Years indicates MWD's projected supply will exceed its projected single dry year and multiple dry

year demands in all years. Likewise, for average years, MWD supply exceeds projected demands for all years. The data contained in these tables has an indirect effect on the City's imported supply capacity, and thus this data will also be used to develop the City's projected supply and demand over the next 25 years. **Tables 5.1 and 5.2** show MWD's supply reliability.



Figure 5.7: Reservoir Storage

5.5.2 City Supply Reliability

To project future supply and demand comparisons, it will be assumed that demand will increase annually based on population growth and a constant of 136 GPCD in accordance with SBx7-7 requirements. During times of drought, however, demand will increase at a time when supply will decrease. To project demands during drought periods, the following factors measured from actual demand data from dry years 2012-2014 will be assumed:

- **Single Dry Year Demand Increase:**
118% of Normal
- **Multiple Dry Year Demand Increases (Years 1, 2, & 3):**
106%, 127%, 122% of Normal

Tables 5.1 – 5.9, shown on the following pages, provide an analysis of MWD and City supply and demand projections.

Table 5.1
MWD Regional Imported Water Supply Reliability Projections
Average and Single Dry Years (AF)

Row	Region Wide Projections	2020	2025	2030	2035	2040
Supply Information						
A	Projected Supply: Average Year	3,653,000	3,755,000	3,925,000	4,055,000	4,091,000
B	Projected Supply: Dry Year	2,537,000	2,639,000	2,744,000	2,874,000	2,910,000
C = B/A	Projected Dry Yr. / Avg. Yr. Supply (%)	69.4%	70.3%	69.9%	70.9%	71.1%
Demand Information						
D	Projected Average Year Demand	1,860,000	1,918,000	1,959,000	2,008,000	2,047,000
E	Projected Dry Year Demand	2,005,000	2,066,000	2,108,000	2,160,000	2,201,000
F = E/D	Projected Dry Year / Avg. Year (%)	107.8%	107.7%	107.6%	107.6%	107.5%
Surplus						
G = A-D	Projected Surplus: Average Year	1,793,000	1,837,000	1,966,000	2,047,000	2,044,000
H = B-E	Projected Surplus: Dry Year	532,000	573,000	636,000	714,000	709,000
Programs Under Development						
I	Projected Capability of Programs (Average Year)	63,000	100,000	343,000	385,000	425,000
J	Projected Capability of Programs (Dry Year)	63,000	100,000	316,000	358,000	398,000
Potential Surplus						
K=A+I-D	Projected Surplus: Average Year	1,856,000	1,937,000	2,309,000	2,432,000	2,469,000
L=B+J-E	Projected Surplus: Dry Year	532,000	573,000	636,000	714,000	709,000
Comparisons						
I = A/D	Projected Avg. Yr. Supply/Demand (%)	196.4%	195.8%	200.4%	201.9%	199.9%
J = A/E	Projected Dry Yr. Supply/Demand (%)	126.5%	127.7%	130.2%	133.1%	132.2%

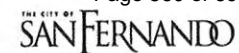
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Table 5.2
MWD Regional Imported Water Supply Reliability Projections
Average and Multiple Dry Years (AF)

Row	Region Wide Projections	2020	2025	2030	2035	2040
Supply Information						
A	Projected Supply: Average Year	3,653,000	3,755,000	3,925,000	4,055,000	4,091,000
B	Projected Supply: Multiple Dry Year	2,151,000	2,202,000	2,246,000	2,298,000	2,316,000
C = B/A	Projected Mult. Dry Yr. / Avg. Yr. Supply (%)	58.9%	58.6%	57.2%	56.7%	56.6%
Demand Information						
D	Projected Average Year Demand	1,860,000	1,918,000	1,959,000	2,008,000	2,047,000
E	Projected Dry Year Demand	2,001,000	2,118,000	2,171,000	2,216,000	2,258,000
F = E/D	Projected Dry Year / Average Year (%)	107.6%	110.4%	110.8%	110.4%	110.3%
Surplus						
G = A-D	Projected Surplus: Average Year	1,793,000	1,837,000	1,966,000	2,047,000	2,044,000
H = B-E	Projected Surplus: Multiple Dry Year	150,000	84,000	75,000	82,000	58,000
Programs Under Development						
I	Projected Capability of Programs (Average Year)	63,000	100,000	343,000	385,000	425,000
J	Projected Capability of Programs (Multiple Dry Year)	43,000	80,000	204,000	245,000	286,000
Potential Surplus						
K=A+I-D	Projected Surplus: Average Year	1,856,000	1,937,000	2,309,000	2,432,000	2,469,000
L=B+J-E	Projected Surplus: Multiple Dry Year	150,000	84,000	75,000	82,000	58,000
Comparisons						
I = A/D	Projected Avg. Yr. Supply/Demand (%)	196.4%	195.8%	200.4%	201.9%	199.9%
J = A/E	Projected Dry Yr. Supply/Demand (%)	107.5%	104.0%	103.5%	103.7%	102.6%

Table 5.3
City of San Fernando Water Supply Availability & Demand Projections
Normal Water Year (AF)

Water Sources	2020	2025	2030	2035	2040
Population					
Water Service Area Population	25,003	25,456	25,917	26,387	26,865
Supply					
Imported Water*	3,653	3,755	3,925	4,055	4,091
Groundwater	3,570	3,570	3,570	3,570	3,570
Total Supply	7,223	7,325	7,495	7,625	7,661
Demand					
Total Normal Demand	3,809	3,878	3,948	4,020	4,093
% of 2010-2015 Avg. Demand (3,173)	120.0%	122.2%	124.4%	126.7%	129.0%
Supply/Demand Comparison					
Supply/ Demand Difference	3,414	3,447	3,547	3,605	3,568
Supply/Demand (%)	189.6%	188.9%	189.8%	189.7%	187.2%

Table is intended only to show City has the capacity to meet demand for all years per the following*:

1. Total Demand based on 136 GPCD multiplied by population projections shown above.
2. Imported Water Supply represents supply available to City, if needed, based on the City's preferential right of 0.10% multiplied by Table 5.1 Row A.
3. Groundwater Supplies based on the City's 2014-2015 adjudicated groundwater basin pumping right of 3,570 AFY.

**This Table is not intended to be a projection of City's actual groundwater production. City may pump amounts different (above or below) from its adjudicated right of 3,570 AFY based on leases to or from other agencies. The City may also overdraft up to 10% of this amount.*

**This Table is not intended to be a projection of City's actual demand. Demand of 136 GPCD was used based on the SBx7-7 2020 Target set for the City.*

Table 5.4
City of San Fernando Water Supply Availability & Demand Projections
Single Dry Year (AF)

Water Sources	2020	2025	2030	2035	2040
Population					
Water Service Area Population	25,003	25,456	25,917	26,387	26,865
Supply					
Imported Water**	2,151	2,202	2,246	2,298	2,316
Groundwater	3,570	3,570	3,570	3,570	3,570
Total Supply	5,721	5,772	5,816	5,868	5,886
Normal Year Supply	7,223	7,325	7,495	7,625	7,661
% of Normal Year	79.2%	78.8%	77.6%	77.0%	76.8%
Demand					
Total Dry Demand	4,059	4,132	4,207	4,283	4,361
Normal Year Demand	3,809	3,878	3,948	4,020	4,093
% of Normal Year	106.6%	106.6%	106.6%	106.6%	106.6%
Supply/Demand Comparison					
Supply/Demand Difference	1,662	1,640	1,609	1,585	1,525
Supply/Demand (%)	141.0%	139.7%	138.2%	137.0%	135.0%

Table is intended only to show City will be able to meet demand for all years per the following*:

1. Total Demand based on 136 GPCD multiplied by population projections shown above and by single dry year increase of 118%.

2. All other items derived in similitude to Table 5.3

*See notes below Table 5.3 for explanation of groundwater supply / overall demand.

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Table 5.5
City of San Fernando Water Supply Availability & Demand Projections
Multiple Dry Years (2016-2020) (AF)

Water Sources	2016	2017	2018	2019	2020
Population					
Water Service Area Population	24,646	24,735	24,824	24,913	25,003
Supply					
	Normal Years		Multiple Dry Years		
Imported Water	3,570	3,591	2,135	2,143	2,151
Groundwater	3,570	3,570	3,570	3,570	3,570
Total Supply	7,140	7,161	5,705	5,713	5,721
Normal Year Supply	7,140	7,161	7,181	7,202	7,223
% of Normal Year	100.0%	100.0%	79.4%	79.3%	79.2%
Demand					
	Normal Years		Multiple Dry Years		
Total Demand	3,755	3,768	4,021	4,129	3,983
Normal Year Demand	3,755	3,768	3,782	3,795	3,809
% of Normal Year	100.0%	100.0%	106.3%	108.8%	104.6%
Supply/Demand Comparison					
	Normal Years		Multiple Dry Years		
Supply/Demand Difference	3,385	3,392	1,684	1,584	1,738
Supply/Demand (%)	190.2%	190.0%	141.9%	138.4%	143.6%

Table is intended only to show City will be able to meet demand for all years per the following*:

1. Total Demand based on 136 GPCD multiplied by population projections shown above and by multiple dry year increases of 106%, 127%, and 122%.

2. All other items derived in similitude to Table 5.3.

*See notes below Table 5.3 for explanation of groundwater supply / overall demand.

Table 5.6
City of San Fernando Water Supply Availability & Demand Projections
Multiple Dry Years (2021-2025) (AF)

Water Sources	2021	2022	2023	2024	2025
Population					
Water Service Area Population	25,093	25,183	25,274	25,365	25,456
Supply					
	Normal Years		Multiple Dry Years		
Imported Water	3,673	3,694	2,182	2,192	2,202
Groundwater	3,570	3,570	3,570	3,570	3,570
Total Supply	7,243	7,264	5,752	5,762	5,772
Normal Year Supply	7,243	7,264	7,285	7,305	7,325
% of Normal Year	100.0%	100.0%	79.0%	78.9%	78.8%
Demand					
	Normal Years		Multiple Dry Years		
Total Demand	3,823	3,836	4,094	4,203	4,055
Normal Year Demand	3,823	3,836	3,850	3,864	3,878
% of Normal Year	100.0%	100.0%	106.3%	108.8%	104.6%
Supply/Demand Comparison					
	Normal Years		Multiple Dry Years		
Supply/Demand Difference	3,421	3,428	1,658	1,559	1,717
Supply/Demand (%)	189.5%	189.3%	140.5%	137.1%	142.3%

Table is intended only to show City will be able to meet demand for all years per the following*:

1. Total Demand based on 136 GPCD multiplied by population projections shown above and by multiple dry year increases of 106%, 127%, and 122%.

2. All other items derived in similitude to Table 5.3.

*See notes below Table 5.3 for explanation of groundwater supply / overall demand.

Table 5.7
City of San Fernando Water Supply Availability & Demand Projections
Multiple Dry Years (2026-2030) (AF)

Water Sources	2026	2027	2028	2029	2030
Population					
Water Service Area Population	25,548	25,640	25,732	25,824	25,917
Supply					
	Normal Years		Multiple Dry Years		
Imported Water	3,789	3,823	2,229	2,237	2,246
Groundwater	3,570	3,570	3,570	3,570	3,570
Total Supply	7,359	7,393	5,799	5,807	5,816
Normal Year Supply	7,359	7,393	7,428	7,463	7,495
% of Normal Year	100.0%	100.0%	78.1%	77.8%	77.6%
Demand					
	Normal Years		Multiple Dry Years		
Total Demand	3,892	3,906	4,168	4,280	4,129
Normal Year Demand	3,892	3,906	3,920	3,934	3,948
% of Normal Year	100.0%	100.0%	106.3%	108.8%	104.6%
Supply/Demand Comparison					
	Normal Years		Multiple Dry Years		
Supply/Demand Difference	3,467	3,487	1,631	1,528	1,687
Supply/Demand (%)	189.1%	189.3%	139.1%	135.7%	140.9%

Table is intended only to show City will be able to meet demand for all years per the following*:

1. Total Demand based on 136 GPCD multiplied by population projections shown above and by multiple dry year increases of 106%, 127%, and 122%.

2. All other items derived in similitude to Table 5.3.

*See notes below Table 5.3 for explanation of groundwater supply / overall demand.

Table 5.8
City of San Fernando Water Supply Availability & Demand Projections
Multiple Dry Years (2031-2035) (AF)

Water Sources	2031	2032	2033	2034	2035
Population					
Water Service Area Population	26,011	26,104	26,198	26,292	26,387
Supply					
	Normal Years		Multiple Dry Years		
Imported Water	3,951	3,977	2,277	2,288	2,298
Groundwater	3,570	3,570	3,570	3,570	3,570
Total Supply	7,521	7,547	5,847	5,858	5,868
Normal Year Supply	7,521	7,547	7,574	7,600	7,625
% of Normal Year	100.0%	100.0%	77.2%	77.1%	77.0%
Demand					
	Normal Years		Multiple Dry Years		
Total Demand	3,962	3,977	4,243	4,357	4,203
Normal Year Demand	3,962	3,977	3,991	4,005	4,020
% of Normal Year	100.0%	100.0%	106.3%	108.8%	104.6%
Supply/Demand Comparison					
	Normal Years		Multiple Dry Years		
Supply/Demand Difference	3,559	3,570	1,604	1,501	1,665
Supply/Demand (%)	189.8%	189.8%	137.8%	134.4%	139.6%

Table is intended only to show City will be able to meet demand for all years per the following*:

1. Total Demand based on 136 GPCD multiplied by population projections shown above and by multiple dry year increases of 106%, 127%, and 122%.

2. All other items derived in similitude to Table 5.3.

*See notes below Table 5.3 for explanation of groundwater supply / overall demand.

Table 5.9
City of San Fernando Water Supply Availability & Demand Projections
Multiple Dry Years (2036-2040) (AF)

Water Sources	2036	2037	2038	2039	2040
Population					
Water Service Area Population	26,482	26,577	26,673	26,769	26,865
Supply					
	Normal Years		Multiple Dry Years		
Imported Water	4,062	4,069	2,309	2,312	2,316
Groundwater	3,570	3,570	3,570	3,570	3,570
Total Supply	7,632	7,639	5,879	5,882	5,886
Normal Year Supply	7,632	7,639	7,647	7,654	7,661
% of Normal Year	100.0%	100.0%	76.9%	76.9%	76.8%
Demand					
	Normal Years		Multiple Dry Years		
Total Demand	4,034	4,049	4,320	4,436	4,280
Normal Year Demand	4,034	4,049	4,063	4,078	4,093
% of Normal Year	100.0%	100.0%	106.3%	108.8%	104.6%
Supply/Demand Comparison					
	Normal Years		Multiple Dry Years		
Supply/Demand Difference	3,598	3,591	1,558	1,446	1,606
Supply/Demand (%)	189.2%	188.7%	136.1%	132.6%	137.5%

Table is intended only to show City will be able to meet demand for all years per the following*:

1. Total Demand based on 136 GPCD multiplied by population projections shown above and by multiple dry year increases of 106%, 127%, and 122%.

2. All other items derived in similitude to Table 5.3.

*See notes below Table 5.3 for explanation of groundwater supply / overall demand.

Based on the data contained in **Tables 5.3 - 5.9**, the City can expect to meet future demands through 2040 for all climatologic classifications. Projected groundwater supply capacities are not expected to be significantly affected during times of low rainfall and over short term dry periods of up to three years; however, during prolonged periods of drought, the City's imported water supply capacities may potentially be reduced significantly due to reductions in MWD's storage reservoirs resulting from increases in regional demand.

5.6 VULNERABILITY OF SUPPLY

Due to the semi-arid nature of the City's climate and as a result of past drought conditions, the City is vulnerable to water shortages due to its climatic environment and seasonally hot summer months. While the data shown in **Tables 5.3 through 5.9** identifies water availability during single and multiple dry year scenarios, response to a future drought would follow the water use efficiency mandates of the City's Water Conservation Plan (Ordinance No. 1638, see **Appendix G**) along with implementation of the appropriate stage of regional plans, such as the WSDM Plan (MWD). These programs are discussed in **Section 7**.

5.7 WATER SUPPLY OPPORTUNITIES

5.7.1 City Projects

The City continually reviews practices that will provide its customers with adequate and reliable supplies. Currently, the City is nearing completion of an ion exchange treatment plant for Well No. 7A, in order to mitigate high nitrate levels, found in the

well. A similar treatment plant for Well No. 3 is in the planning stages, with construction expected to begin sometime after the completion of Well No. 7A's plant. In addition, renovations for Reservoir #4 are planned in the future, after Well. No. 3's project is complete, and as soon as funding allows.

In general, the City is always looking into possibilities for upgrades to its distribution infrastructure in order to ensure a reliable supply and to prevent system losses.

5.7.2 Regional Projects (MWD)

MWD is implementing water supply alternative strategies for the region and on behalf of member agencies to ensure available water in the future. Some of these strategies include:

- Conservation
- Water recycling & groundwater recovery
- Storage/groundwater management programs within the region
- Storage programs related to SWP and CRA
- Other water supply management programs outside of the region

MWD has made investments in conservation and supply augmentation as part of its long-term water management strategy. MWD's approach to a long-term water management strategy was to develop an Integrated Resource Plan (IRP) to include many supply sources. A brief description of the various programs implemented by MWD to improve reliability is included in **Table 5.10** on the following page.



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Table 5.10
MWD IRP Regional Resources Status

Supply	Description	
Colorado River Aqueduct (CRA)	MWD holds a basic apportionment of Colorado River water and has priority for an additional amount depending on availability of surplus supplies. Water management programs supplement these apportionments.	
State Water Project (SWP)	MWD receives water delivered under State Water Contract provisions, including Table A contract supplies, use of carryover storage in San Luis Reservoir, and Article 21 interruptible supplies.	
Conservation	MWD and the member agencies sponsor numerous conservation programs in the region that involve research and development, incentives, and consumer behavior modification.	
	<i>Code-Based Conservation</i>	Water savings resulting from plumbing codes and other institutionalized water efficiency measures.
	<i>Active Conservation</i>	Water saved as a direct result of programs and practices directly funded by a water utility, e.g., measures outlined by the CUWCC BMPs. Water savings from active conservation completed through 2008 will decline to zero as the lifetime of those devices is reached. This will be offset by an increase in water savings for those devices that are mandated by law, plumbing codes or other efficiency standards.
	<i>Price Effect Conservation</i>	Reductions in customer use attributable to changes in the real (inflation adjusted) cost of water.
Local Resources	<i>Groundwater</i>	Member-agency produced groundwater from the groundwater basins within the service area.
	<i>Groundwater Recovery</i>	Locally developed and operated, groundwater recovery projects treat contaminated groundwater to meet potable use standards. MWD offers financial incentives to local and member agencies through its Local Resources Program for recycled water and groundwater recovery. Details of the local resources programs are provided in Appendix 5.
	<i>Los Angeles Aqueduct (LAA)</i>	A major source of imported water is conveyed from the Owens Valley via the LAA by Los Angeles Department of Water and Power (LADWP). Although LADWP imports water from outside of MWD's service area, MWD classifies water provided by the LAA as a local resource because it is developed and controlled by a local agency.
	<i>Recycling</i>	Recycled water projects recycle wastewater for M&I use.
	<i>Surface Water</i>	Surface water used by member agencies comes from stream diversions and rainwater captured in reservoirs.
Groundwater Conjunctive Use Storage Programs	MWD sponsors various groundwater storage programs, including, cyclic storage programs, long-term replenishment storage programs, and contractual conjunctive use programs. Details of the groundwater storage programs are provided in Appendix 4.	
Surface Water Storage	MWD reservoirs (Diamond Valley Lake, Lake Mathews, Lake Skinner) and flexible storage in DWR reservoirs (Castaic Lake, Lake Perris). Details of the surface storage reservoirs are provided in Appendix 4.	
Central Valley Storage & Transfers	Central Valley storage programs consist of partnerships with Central Valley water districts to allow MWD to store SWP supplies in wetter years for return in drier years. MWD's Central Valley transfer programs consist of partnerships with Central Valley Project and SWP settlement contractors to allow MWD to purchase water in drier years. Details of the Central Valley Storage and Transfer programs are provided in Appendix 3.	

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THE CITY OF
SAN FERNANDO

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SECTION 6: CONSERVATION MEASURES



SECTION 6: CONSERVATION MEASURES

6.1 INTRODUCTION

As a result of diminished existing supplies and difficulty in developing new supplies, water conservation is important to Southern California's sustainability. Therefore, the City acknowledges that efficient water use is the foundation of its current and future water planning and operations policies. The City implements water conservation through a combination of programs, resources, and policies.



Figure 6.1: Water Waste Is Prohibited by City Code

To conserve California's water resources, several public water agencies and other interested parties of the California Urban Water Conservation Council (CUWCC) drafted the Memorandum of Understanding Regarding Urban Water Conservation (MOU) in 1991. The MOU establishes 14 Best Management Practices (BMPs) which are defined roughly as policies, programs, practices, rules, regulations, or ordinances that result in the more efficient use or conservation of water.

6.1.1 Updates to BMPs for 2015 UWMPs

In previous years, the 14 CUWCC BMPs coincided with the 14 Demand Management Measures (DMMs) defined in

the UWMP Act. The DMMs are intended to reduce long-term urban demands from what they would have been without their implementation. The DMMs are in addition to programs which may be instituted during occasional water supply shortages.

For 2015 UWMPs, DWR has refined the list to 7 DMMs required to be reported in the 2015 UWMPs.

- **DMM 1:** *Water Waste Prohibition Ordinances*
- **DMM 2:** *Metering*
- **DMM 3:** *Conservation Pricing*
- **DMM 4:** *Public Education & Outreach*
- **DMM 5:** *Programs to Assess and Manage Distribution System Real Loss*
- **DMM 6:** *Water Conservation Program Coordination and Staffing Support*
- **DMM 7:** *Other Demand Management Measures (that have a significant impact on water use as measured in GPCD, including innovative measures, if implemented)*

As with previous UWMPs, agencies that are members of the CUWCC can submit the annual reports in lieu of providing details on the agency's DMMs. That is, in lieu of providing a description of each DMM, agencies can provide data on recent implementation and provide plans for future implantation.

6.2 CUWCC MEMBERSHIP

In 1994, the City became a signatory of the CUWCC by signing the MOU and has expedited implementation of water conservation measures. The City actively implements all five of the measures with good faith effort by achieving and maintaining the staffing, funding, and in general, the priority levels necessary to achieve the level of activity called for in each BMP's definition as described in the MOU. Water conservation is an integral part of the City's water policies.

As a member of CUWCC, the City is required to submit bi-annual reports to the CUWCC that document the implementation of each BMP.

6.2.1 Updates to CUWCC BMPs

As with the DMMs, the CUWCC BMPs have changed for CUWCC members. The BMPs for CUWCC members are now listed as:

- **BMP 1: Utility Operations**
- **BMP 2: Public Education & Outreach**
- **BMP 3: Residential Programs**
- **BMP 4: Commercial, Institutional, and Industrial Programs**
- **BMP 5: Landscape Programs**

6.3 CONSERVATION MEASURES

As signatory to the CUWCC MOU, the City has committed to use good-faith efforts to implement all applicable BMPs. In addition, the City has continued to work with the Metropolitan Water District (MWD) to increase the effectiveness of its DMM programs and educate people on the importance of water conservation.

Overall, the City's conservation efforts as a member of CUWCC have led to efficient water use. To this end, the City established a Water Conservation Program, which was adopted by the City Council in October 2014 as Ordinance No. 1638 (see **Appendix G**), originally derived from the Code of 1957. To this day, the City is continuously working with MWD towards implementing the BMPs through means of various conservation measures.

Table 6.1 on the following page provides a status overview of the City's Conservation Measures. It also includes the list of DMMs

**Table 6.1: List of Current BMPs (for CUWCC Members)
Relative to Current and Previous DMMs**

2015 DMM No.	Description	Current 2015	Previous 2010
		DMM No.	DMM No.
BMP No. 1: Utility Operations	<i>Deals with water waste prohibitions, water efficiency ordinances, metering, conservation pricing, and other items related to managing water use</i>	1, 2, 3, 5, 6	3, 4, 11, 12, 13
BMP No. 2: Public Education & Outreach	<i>Deals with outreach efforts including emails, newsletters, advertisements, presentations, promotions, etc. related to outreach & education</i>	4	7, 8
BMP No. 3: Residential Programs	<i>Deals with showerheads, faucets, toilets, and leak detection surveys related to residential water use and rebates for water conserving fixtures</i>	6, 7	1, 2, 6, 10, 14
BMP No. 4: Commercial, Institutional, & Industrial Programs	<i>Deals with toilets, urinals, steamers, cooling towers, food/restaurant equipment, medical equipment, and items related to commercial, institutional, and industrial water use</i>	6, 7	2, 6, 9, 10
BMP No. 5: Landscape Programs	<i>Deals with establishing parameters for large landscapes, including measurements, budgets, audits, prohibitions, incentives, etc., related to large landscapes</i>	6, 7	5, 10

6.3.1 BMP 1: Utility Operations (Now Corresponds with DMMs 1, 2, 3, 5, & 6)

This City BMP deals with water waste prohibitions, water efficiency ordinances, metering, conservation pricing, and other items related to managing water use.

Water Waste Prohibition Ordinance

Under City Ordinance No. 1638 (Section 4 – Water Conservation, 10-20-2014), “No person shall cause or permit water under his or her control to be wasted.” A number of additional prohibition ordinances are summarized in **Section 7** with the complete list found in **Appendix G**.



Figure 6.2: Water Waste

Additionally, MWD supports its member agencies and cities to adopt ordinances that will reduce wasting water.

Metering

All of the City water accounts are metered and billed according to commodity rates and meter consumption. In addition, the City encourages the installation of dedicated landscape meters, which allows the City to recommend the appropriate irrigation schedules through future landscape programs. Meter calibration and periodic replacement insures that customers are paying for all of the water they consume, and therefore encourages conservation.

Metering allows the City to conserve a total of 20 to 30 percent of the water demand overall and up to 40 percent savings during peak demand periods as estimated by the CUWCC's BMP Costs and Savings Study. The measure of effectiveness will include a comparison of water use before and after meter calibration.



Figure 6.3: Water Meter

Conservation Pricing

The City's water rate structure consists of two components: a commodity charge and a fixed service charge. The fixed service charge is a fixed monthly charge, included in each customer's water bill that is based

on the size of the customer's connection. As the service size increases, so does the amount of the service charge. The monthly service charge applies to domestic, commercial, agriculture, and municipal users, and was set to increase incrementally every year from years 2013 - 2017.

In addition to the fixed service charge, The City utilizes a three-tier water commodity charge rate structure to provide financial incentives for residential customers that conserve water. Residential customers who consume 0 – 9 hundred cubic feet (ccf) are charged at the Block 1 Rate (the lowest rate). While those who consume 10 – 18 ccf are charged at the Block 2 Rate, which is more than double the Block 1 Rate. Finally, those who consume 18+ ccf are charged at the highest rate: Block 3 Rate.

The measure of effectiveness of the rate structure in terms of acting as a catalyst for water conservation will be assessed based on decreases in the total amount of consumption since the charges are based on total consumption rates.

Programs to Assess and Manage Distribution System Real Loss

The City's surveillance of its water system to detect leaks is an on-going operation. The City recognizes the urgency of repairing leaks and responds to any leak in an expedient manner. Field employees are trained in detection of leaks and signs of unauthorized uses of water. In addition, the customer billing system flags high or unusual water bills, which are then investigated for possible leaks in customer piping. When a leak is first noticed, the pipeline is inspected and promptly repaired.

The City's system inspection and field reviews are triggered when pressure losses are experienced within the same locations of the distribution line.



Figure 6.4: Leak Detection

To evaluate the effectiveness of these conservation measures, staff will review the data records to confirm that the unaccounted-for water losses remain low and consistent.

Water Conservation Program Coordination and Staffing Support



Figure 6.5: The City's Water Department Staff

The City's Public Works (Water) Superintendent serves as the City's Conservation Coordinator for the water service area. Currently, the role of the Public Works Superintendent entails consistent water, street, and tree code

enforcement, and as a result, regular communication with customers is provided. In addition, responsibilities of the Public Works Superintendent include conservation coordinator duties.

6.3.2 BMP 2: Public Education & Outreach (Now Corresponds with DMM 4)

This CUWCC BMP deals with outreach efforts including emails, newsletters, advertisements, presentations, promotions, etc., related to outreach & education.

The City's Water Department Staff actively provides the community with educational opportunities through public events outreach.

School Programs

The City provides school education programs through MWD's Education Unit for teachers and students from pre-Kindergarten through college. These programs help to promote water conservation and awareness.



Figure 6.6 School Programs Promote Water Awareness

In 2014 and 2015 during a National Public Works Week event, the City coordinated with after-school programs which bussed in approximately 200 school children. The City's Water Department set up a booth where staff explained the origins of water,

the importance of water conservation, and also passed out literature such as activity books, coloring books, and posters.



Figure 6.7 Public Outreach during Public Works Day

“Water is Life” Art Contest

Each year in the spring MWD sponsors an annual art contest that encourages youth to express the value of water through their artwork. Students in grades K-12 submit artwork through participating Member and Retail Agencies by March every year. This is a great way for students to remind us through art to consider how we use water today and whether there will be water available for the future.



Figure 6.8: “Water is Life” Art

MWD’s World Water Forum

Ten years ago, in 2006, the “International Decade of Fresh Water” was proclaimed by the United Nations to raise awareness

about global water issues. To underscore the importance of water quality and conservation issues, MWD partnered with the U.S. Bureau of Reclamation – U.S. Dept. of the Interior, Friends of the United Nations, Sanitation Districts of Los Angeles County and Water for People to create a grant competition for local colleges and universities that would promote new water conservation technologies and policies or communications programs. The Forum also helps to generate student interest in engineering, environmental science and related careers in the water industry, promoting economic and workforce development in Southern California.

MWD’s Community Partnering Program

As a city member, the City of San Fernando is able to participate in MWD’s Community Partnering Program. MWD created the Community Partnering Program in 1999. It provides sponsorships for community-based organizations including nonprofit groups, professional associations, educational institutions and public agencies.

Applications should promote discussion and educational activities for regional water conservation and water-use efficiency issues. MWD provides support for community water awareness programs, water-related education outreach programs, and public policy water conferences.

6.3.3 BMP 3: Residential Programs (Now Corresponds with DMMs 6 & 7)

This CUWCC BMP deals with showerheads, faucets, toilets, and leak detection surveys related to residential water use.

Water Survey Assistance

As a member city of MWD, the City receives funding for residential survey devices through MWD.



Figure 6.9: Residential Water Survey

The City also responds to customer inquiries to high water bills that prompt informal water surveys to be completed by trained City water staff. A high water bill triggers the City to inspect the accuracy of the water meter, conduct a flow test, and then suggest possible sources of water leaks or excessive water use.

Based on the CUWCC's savings rates set forth in the BMP Costs & Savings Study, savings from untargeted intensive home surveys results in an average of 21 gallons per day (gpd) per household (both single family and multi-family) total savings for future projections. This rate allows for the calculation of estimated total water savings that result from completion of residential water surveys. For the City, 21 gallons per household provides significant returns in their water conservation efforts.

The City will measure the effectiveness of water survey programs through analyzing the number of surveys distributed and the difference in water consumption for the families after the surveys are conducted.

Other Residential Programs from MWD

The City also participates in various MWD programs aimed at increasing landscape water use efficiency for residential customers, including rebate programs that provide financial incentives. SoCal Water\$mart, formerly Save Water Save-A-Buck, is the conservation rebate program offered through MWD. The program offers rebates for high-efficiency clothes washers (HECW), premium high-efficiency toilets (PHET), weather-based irrigation controllers (WBIC), soil moisture sensor system (SMSS), rotating sprinkler nozzles, rain barrels/cisterns, and turf removal, as described below.

- **Weather-Based Irrigation Controllers (WBIC) Program** – This program, previously called the “Smart Timer Rebate Program,” started in FY 2004/05. Under this regional program, residential and small commercial properties are eligible for a rebate when they purchase and install a weather-based irrigation controller, which has the potential to save 13,500 gallons a year per residence. Rebates start at \$80 per controller for landscapes less than 1 acre in area and \$35 per station for more than 1 acre.
- **Rotating Nozzle Rebate Program** – This rebate program started in 2007 and is offered to both residential and commercial customers. Through this program, site owners will purchase and install rotary nozzles, which can use up to 20 percent less water than conventional fan spray nozzles, in existing irrigation systems. These sprinklers reduce runoff onto sidewalks

and into local storm drain system and provide uniform water distribution onto the landscape. MWD offers \$2 per nozzle with a minimum of 30 nozzles.

- **Rain Barrels & Cisterns Program** – Residential and commercial customers can receive rebates for installing rain barrels and/or cisterns to collect rainwater for re-use for watering their landscapes. Customers may receive rebates starting at \$75 per barrel or \$300 per cistern. The barrels and cisterns must adhere to specified design guidelines.



Figure 6.10: Rain Barrel

- **Soil Moisture Sensor System Program** – For large residential sites, a soil moisture sensor, which measures soil moisture content in the active root zone, can be installed to receive rebates starting at \$80 or \$35 per SMSS. The sensor must be connected to a compatible irrigation system controller.
- **Turf Removal Program** – Through this program, residential and small commercial customers of participating retail water agencies are eligible to receive a minimum of \$2 per square foot of turf removed for qualifying

projects. Currently, Turf Removal incentives are no longer being offered throughout the MWD region due to high popularity that led to the exhaustion of funds.

Residential Plumbing Retrofit

The City offers rebates through MWD's SoCal Water\$mart program for high-efficiency clothes washers (HECWs) and premium high-efficiency toilets (PHETs) that use less than 1.1 gpf. Through this program, water-wasting plumbing fixtures are replaced with highly efficient ones with a rebate incentive for qualifying models.

6.2.4 BMP 4: Commercial, Institutional, & Industrial Programs (Now Corresponds with DMMs 6 & 7)

The City of San Fernando has a relatively small number of commercial, industrial, and institutional (CII) accounts. However, the City still offers financial incentives under MWD's SoCal Water\$mart Program, which offers rebates for various water efficient devices to qualifying CII customers.

SoCal Water\$mart – MWD launched this program on July 1, 2008 and offers rebates to assist CII customers in replacing high-flow plumbing fixtures with low-flow fixtures. Rebates are available only on those devices listed in **Table 6-2** on the following page. Installation of devices is the responsibility of each participant. Participants may purchase and install as many of the water saving devices as are applicable to their site.

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**Table 6.2: SoCal Water \$mart
Program Rebates**

Retrofit Device	Rebate Amount
High Efficiency Toilet	\$40
Ultra-Low-Water or Zero Water Urinal	\$200
Connectionless Food Steamers	\$485 per compartment
Air-Cooled Ice Machines	\$1,000
Cooling Tower Conductivity Controller	\$625
pH / Conductivity Controller	\$1,750
Dry Vacuum Pumps	\$125 per 0.5 HP
Weather Based Irrigation Controller and Computer Irrigation Controller	\$35 per station
Rotating Nozzles for Pop-up Spray Head Retrofits	\$2 (minimum of 30 per rebate)
Large Rotary Nozzles	\$13 per set

**6.3.5 BMP 5: Landscape Programs
(Now Corresponds with DMMs 6 & 7)**

The City supports large landscape conservation through MWD's regional programs including:

SoCal Water\$mart Program – The City, through MWD, also offers rebates through SoCal Water\$mart program for landscape plumbing retrofitting. Landscape rebates are available for Weather- Based Irrigation Controllers (WBIC), Soil Moisture Sensor System Program (SMSS), rotating sprinkler nozzles, and turf removal. The available landscape programs are described in detail in **Section 6.3.3** and listed below:

- WBIC Program
- SMSS Program
- Rotating Nozzle Rebate Program
- Rain Barrels & Cisterns Program
- Turf Removal Programs

6.4 REBATE PROGRAM PARTICIPATION

Over the past six years (2010-2015), the City has found success in offering rebates through MWD's SoCal Water\$mart program. Since the beginning of 2010, there have been 129 HETs, 53 HECWs, 22 turf removals, 6 WBICs, and 3 rain barrels that have qualified and received rebates through the rebate program.

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SECTION 7: CONTINGENCY PLANNING



SECTION 7: CONTINGENCY PLANNING

7.1 INTRODUCTION

Water supplies may be interrupted or reduced significantly in a number of ways including droughts, earthquakes, and power outages, which can hinder a water agency's ability to effectively delivery water. Drought impacts increase with the length of a drought as carry-over supplies in reservoirs are depleted and water levels in groundwater basins decline. The ability to manage water supplies in times of drought or other emergencies is an important part of water resources management for a community. Although the majority of the City's water supply is produced locally, response to an emergency will be a coordinated effort between its own staff and other local and regional water agencies.

During water shortage emergencies, the City will implement its Water Conservation Ordinance. The purpose of the ordinance is to reduce the effect of shortage water supplies on the City's customers during water shortage emergencies. In compliance with the Water Code requirements, this plan imposes up to a 50 percent mandatory reduction in the total water supply. The City will also coordinate with MWD to implement water shortage plans on a regional level.

7.2 CITY RESPONSE PLAN

The City has implemented a water conservation program to reduce water demands since the drought period of the early 1990s. On October 20, 2014, the San Fernando City Council adopted a new

revised version Water Conservation Ordinance (Ordinance No. 1638, see **Appendix G**), which establishes three phases of water shortage severity based on predicted or actual water supply reductions. The City implements certain initiatives to optimize water supply during water shortages or drought conditions. In the event of a water shortage, the director of utilities will declare the appropriate water conservation stage by resolution.

The objectives of the response plan are to:

1. Prioritize essential uses of available water
2. Avoid irretrievable loss of natural resources
3. Manage current water supplies to meet ongoing and future needs
4. Maximize local municipal water supplies
5. Eliminate water waste city-wide
6. Create equitable demand reduction targets
7. Minimize adverse financial effects

The following priorities for uses of available water are listed in order from highest to lowest priority:

1. Health and Safety including: consumption and sanitation for all water users; fire suppression; hospitals, emergency care, nursing/convalescent homes and other similar health care facilities; shelters and water treatment

2. Institutions, including government facilities and schools such as public safety facilities, essential government operations, public pools and recreation areas
3. All non-essential commercial and residential water uses
4. Landscaped areas of significance, including parks, cemeteries, open spaces, government-facility landscaped areas and green belt areas
5. New water demand

7.2.1 Stages of Action

During water shortages, the City has the ability to meet its demands by applying a Phased Water Conservation Plan. This plan imposes phases of mandatory water reduction of water use up to 50 percent and consists of three phases that help reduce water use within the City's system in order to meet a water supply reduction target based on the severity of the drought conditions or supply shortage. The City's two potable water sources are local groundwater and imported deliveries through MWD. Rationing stages may be triggered by a shortage in one source or a combination of sources, and shortages may trigger a stage at any time. **Table 7.1** shows the stages of action of the ordinance:

Table 7.1
Water Shortage Reduction Targets

Shortage Phase	Restriction Type	Water Supply Reduction Target
I	Voluntary	5-10%
II	Mandatory	20%
III	Mandatory	50%

The City of San Fernando's City Council will implement the provisions of the Phased Water Conservation Plan, following a public hearing, upon determination that the projected water shortage and the appropriate measures should be implemented. Any provision requiring curtailment in the use of water shall become effective no sooner than the first billing period commencing on or after the date of publication of the measures adopted.

The type of event that may prompt the City Council to declare a water shortage and implement the Water Conservation Plan includes a drought, a state or local emergency, a natural disaster that critically impacts the supply or water conveyance system, and a localized event that critically impacts the water supply. The water supply can be impacted due to deficient water treatment and/or water quality, and problems with storage, transmission, or the water distribution system. Also, restricted use could be triggered by the City's wholesale water agency requesting extraordinary water conservation efforts in order to avoid mandatory water allocations in accordance with the Water Supply Allocation Plan (WSAP).

7.2.2 MWD WSDM Plan

In addition to the provisions of the City's Conservation Ordinance, the City will also work in conjunction with MWD to implement conservation measures within the framework of MWD's Water Surplus Drought Management (WSDM) Plan. The WSDM Plan was developed in 1999 by MWD with assistance and input with its member agencies. The plan addresses both

surplus and shortage contingencies.

The WSDM Plan guiding principle is to minimize adverse impacts of water shortage and ensure regional reliability. The plan guides the operations of water resources (local resources, Colorado River, SWP, and regional storage) to ensure regional reliability. It identifies the expected sequence of resource management actions

MWD will take during surpluses and shortages of water to minimize the probability of severe shortages that require curtailment of full-service demands. Mandatory allocations are avoided to the extent practicable; however, in the event of an extreme shortage, an allocation plan will be implemented in accordance with the principles of the WSAP.



Figure 7.1: Severe Droughts Highlight the Importance of Conservation Ordinances

7.3 THREE-YEAR MINIMUM SUPPLY

Due to the surface and subsurface inflows from the Santa Susana and San Gabriel Mountains and natural percolation, the Sylmar Basin has moderate dry season groundwater supply protection. Additionally, due to the stipulations of the Sylmar Judgment, the City may extract up to 10% in excess of its adjudicated right of 3,570 AFY. If the City leases additional

groundwater from the City of Los Angeles, this will result in even greater supply reliability benefits during dry seasons that may occur during the course of the City's lease. Furthermore, since the City will continue to have access to imported water, the City may import water to meet demand, if necessary.

Imported water supplies, like groundwater, are subject to demand increases and

reduced supplies during dry years; however, MWD modeling in its 2015 UWMP, as referenced in **Tables 5.1 – 5.9** in **Section 5**, results in 100 percent reliability for full-service demands through the year 2040 for all climatic conditions. Based on the conditions described above, the City anticipates the ability to meet water demand for all climatic conditions for the near future. **Table 7.2** displays the minimum water supply available to the City based on a three-year dry period for the next three years:

Table 7.2
Projected 3-yr Minimum Water Supply (AF)

Source	Supply (AF) 2016	Supply (AF) 2017	Supply (AF) 2018
Imported	2,151	2,151	2,151
Groundwater	3,570	3,570	3,570
Total	5,721	5,721	5,721

Based on the above analysis, the City should expect 100 percent supply reliability during a three-year drought period over the next three years.

7.4 CATASTROPHIC INTERRUPTIONS

A water shortage emergency could be caused by a catastrophic event such as result of drought, failures of transmission facilities, a regional power outage, earthquake, flooding, supply contamination from chemical spills, and other adverse conditions.

The City of San Fernando has an Emergency Operations Center that can be activated in times of local and regional emergencies. The City is also a part of the Member

Agency Response System (MARS), a radio communication system developed by MWD, which allows the City to contact other water member agencies during an emergency or disaster for assistance. In addition, the City maintains its equipment and vehicles in good repair in preparation for responding to emergency conditions. The water system is designed with redundant features in its production, storage and distribution systems, and it has been recently automated by the installation of a telemetry and control system.

The City has prepared an Emergency Response Plan, which describes the actions the City will take during a catastrophic interruption of water supplies including, a regional power outage, an earthquake, a fire, emergency chlorination, damage or destruction to its facilities and other disaster.



Figure 7.2: Reservoirs Provide Emergency Supplies

Due to the planning efforts of the MWD, large reservoirs are capable of supplying the City's (and the region's) water needs for several months provided that the water use restrictions of each agency are met. Lake Castaic is a large nearby reservoir that can provide emergency supplies of up to

324,000 AF of emergency and non-emergency supplies.

During a disaster, the City will work cooperatively with LADWP and MWD through the radio communication MARS to facilitate the flow of information and requests for mutual-aid within MWD's 5,100 square mile service area. In the event of groundwater supply loss, all supply could be imported from MWD's reservoirs, and it is confirmed that the necessary capacity is available to do so.

Additional emergency services in the State of California include the Master Mutual Aid Agreement, California Water Agencies Response Network (WARN), and Plan Bulldozer. The Master Mutual Aid Agreement includes all public agencies that have signed the agreement and is planned out of the California Office of Emergency Services. WARN includes all public agencies that have signed the agreement to WARN and provides mutual aid assistance. It is managed by a State Steering Committee. Plan Bulldozer provides mutual aid for construction equipment to any public agency in times of disasters when danger to life and property exists.

7.5 PROHIBITIONS

7.5.1 Mandatory Prohibitions

In accordance with the City's conservation policies, the City has enacted several water use restrictions which are enacted during times of shortage as part of the City's Ordinance Code 1638 (see **Appendix G**). In addition, the City has planned to review its current conservation plan in the near future.

Prohibitions of the current conservation plan include, but are not limited to:

- *Gutter flooding* – No person shall cause or permit any water furnished to any property to run or escape into any gutter if such running can be reasonably prevented.
- *Washing hard-surfaced areas* – No person shall use any water furnished to any property within the city to wash sidewalks, driveways, etc. by hosing.
- *Irrigation* – No person shall water any type of vegetation or landscaping during the hours of 10:00 am and 5:00 pm.
- *Ornamental facilities* – No person shall refill any fountain, pool or other facility containing water solely for ornamental purposed.
- *Leaks* – No person shall permit leaks of water which he/she has the authority to eliminate.
- *Restaurants* – Restaurants shall only serve water to customers upon request.
- *Washing vehicles* – Washing of vehicles, trailers, boats, etc. shall be done only with a hand-held buckets or hose equipped with a shut-off nozzle for quick rinses, except that washing may be done with reclaimed water or a commercial car wash using recycled water.
- *Watering lawns and landscape* – All lawns and landscape shall be watered not more than every other day, on the assigned day (either an odd-numbered or even-numbered day).

- *Wasting generally* – No person shall cause or permit water under his or her control to be wasted.

7.5.2 Consumption Reduction Methods

In addition to the City's demand management measures, the following is a list of some of the consumption reduction methods that the City may implement during a water shortage:

- Reduced pressure in water mains
- Flow & water use restrictions
- Restrict building permits
- Restrict for only priority uses
- Water Shortage pricing
- Mandatory rationing

7.5.3 Penalties of Charges

Violation of the regulations and restrictions on water use in accordance with the City's Conservation Plan will result in penalties punishable by fees and additional water restrictions as follows:

- 1) *First Violation:* \$50 fine
- 2) *Second Violation:* \$100 fine
- 3) *Third Violation:* \$200 fine along with a flow-restrictor at the customer's expense
- 4) *Fourth Violation:* Termination of service along with a \$100 fee for termination

7.6 FISCAL IMPACTS

The City's water rate structure is designed to provide adequate reserves to allow operation of the system during periods of low consumption due to water shortages. The rates have been designed to recover

fixed costs through the monthly service charge based on meter size, and commodity charge based on water usage. The City generates a positive revenue stream from continued water sales and maintains a reserve fund. This structure minimizes the City's vulnerability to funding shortages when water consumption levels are reduced.

7.7 COUNCIL ORDINANCE

On October 20, 2014, the City adopted Ordinance No. 1638 (see **Appendix G**) to implement several measures in order to curtail water consumption during times of supply shortages. The Ordinance includes specific stages of actions to be implemented during a declared water shortage, prohibited actions, and penalties for violations of the Ordinance. Additionally, the City Council will implement the provisions of the Water Conservation Plan by resolution following a public hearing to determine the projected water shortage and the appropriate measures or stages that should be implemented.

7.8 EVALUATION OF REDUCTIONS

Under normal conditions, potable water production figures are recorded daily. Weekly and monthly reports are prepared and monitored. This data is used as a baseline to measure the effectiveness of any water shortage contingency stage that may be implemented.

During rationing conditions, the water budget will be monitored on a weekly, daily, or hourly basis depending on the severity of the drought. During a disaster

shortage, production figures will be monitored on an ongoing basis. In addition, meter readings may be performed more frequently than the normal bi-monthly schedule.

regarding its distribution system. Such reports are used to determine reductions in water use and take into consideration seasonal and annual fluctuations in water production.

The City prepares an annual report (eARDWP) that includes water production, consumption, and other information

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APPENDICES A-I





Appendix A: Urban Water Management Planning Act

City of San Fernando 2015 Urban Water Management Plan

CALIFORNIA WATER CODE DIVISION 6

PART 2.6. URBAN WATER MANAGEMENT PLANNING

All California Codes have been updated to include the 2010 Statutes.

CHAPTER 1.	GENERAL DECLARATION AND POLICY	10610-10610.4
CHAPTER 2.	DEFINITIONS	10611-10617
CHAPTER 3.	URBAN WATER MANAGEMENT PLANS	
Article 1.	General Provisions	10620-10621
Article 2.	Contents of Plans	10630-10634
Article 2.5.	Water Service Reliability	10635
Article 3.	Adoption and Implementation of Plans	10640-10645
CHAPTER 4.	MISCELLANEOUS PROVISIONS	10650-10656

WATER CODE

SECTION 10610-10610.4

10610. This part shall be known and may be cited as the "Urban Water Management Planning Act."

10610.2. (a) The Legislature finds and declares all of the following:

- (1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.
- (2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.
- (3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate.
- (4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years.
- (5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.
- (6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.
- (7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.
- (8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.
- (9) The quality of source supplies can have a significant impact

on water management strategies and supply reliability.

(b) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

10610.4. The Legislature finds and declares that it is the policy of the state as follows:

(a) The management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources.

(b) The management of urban water demands and efficient use of urban water supplies shall be a guiding criterion in public decisions.

(c) Urban water suppliers shall be required to develop water management plans to actively pursue the efficient use of available supplies.

WATER CODE

SECTION 10611-10617

10611. Unless the context otherwise requires, the definitions of this chapter govern the construction of this part.

10611.5. "Demand management" means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.

10612. "Customer" means a purchaser of water from a water supplier who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.

10613. "Efficient use" means those management measures that result in the most effective use of water so as to prevent its waste or unreasonable use or unreasonable method of use.

10614. "Person" means any individual, firm, association, organization, partnership, business, trust, corporation, company, public agency, or any agency of such an entity.

10615. "Plan" means an urban water management plan prepared pursuant to this part. A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities. The components of the plan may vary according to an individual community or area's characteristics and its capabilities to efficiently use and conserve water. The plan shall address measures for residential, commercial, governmental, and industrial water demand management as set forth in Article 2 (commencing with Section 10630) of Chapter 3. In addition, a strategy and time schedule for implementation shall be included in the plan.

10616. "Public agency" means any board, commission, county, city

and county, city, regional agency, district, or other public entity.

10616.5. "Recycled water" means the reclamation and reuse of wastewater for beneficial use.

10617. "Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

WATER CODE

SECTION 10620-10621

10620. (a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).

(b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.

(c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.

(d) (1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use.

(2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

(e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.

(f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

10621. (a) Each urban water supplier shall update its plan at least once every five years on or before December 31, in years ending in five and zero.

(b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water

supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.

(c) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

WATER CODE

SECTION 10630-10634

10630. It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied.

10631. A plan shall be adopted in accordance with this chapter that shall do all of the following:

(a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a). If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information shall be included in the plan:

(1) A copy of any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management.

(2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.

(3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(c) (1) Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for each of the following:

- (A) An average water year.
- (B) A single dry water year.
- (C) Multiple dry water years.

(2) For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.

(d) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

(e) (1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors, including, but not necessarily limited to, all of the following uses:

- (A) Single-family residential.
- (B) Multifamily.
- (C) Commercial.
- (D) Industrial.
- (E) Institutional and governmental.
- (F) Landscape.
- (G) Sales to other agencies.

(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.

(I) Agricultural.

(2) The water use projections shall be in the same five-year increments described in subdivision (a).

(f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1) A description of each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures, including, but not limited to, all of the following:

- (A) Water survey programs for single-family residential and multifamily residential customers.
- (B) Residential plumbing retrofit.
- (C) System water audits, leak detection, and repair.
- (D) Metering with commodity rates for all new connections and retrofit of existing connections.
- (E) Large landscape conservation programs and incentives.
- (F) High-efficiency washing machine rebate programs.
- (G) Public information programs.
- (H) School education programs.
- (I) Conservation programs for commercial, industrial, and institutional accounts.

- (J) Wholesale agency programs.
- (K) Conservation pricing.
- (L) Water conservation coordinator.
- (M) Water waste prohibition.
- (N) Residential ultra-low-flush toilet replacement programs.
- (2) A schedule of implementation for all water demand management measures proposed or described in the plan.
- (3) A description of the methods, if any, that the supplier will use to evaluate the effectiveness of water demand management measures implemented or described under the plan.
- (4) An estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the supplier's ability to further reduce demand.
- (g) An evaluation of each water demand management measure listed in paragraph (1) of subdivision (f) that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration shall be given to water demand management measures, or combination of measures, that offer lower incremental costs than expanded or additional water supplies. This evaluation shall do all of the following:
 - (1) Take into account economic and noneconomic factors, including environmental, social, health, customer impact, and technological factors.
 - (2) Include a cost-benefit analysis, identifying total benefits and total costs.
 - (3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.
 - (4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.
- (h) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs, other than the demand management programs identified pursuant to paragraph (1) of subdivision (f), that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in average, single-dry, and multiple-dry water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.
- (i) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.
- (j) For purposes of this part, urban water suppliers that are members of the California Urban Water Conservation Council shall be deemed in compliance with the requirements of subdivisions (f) and (g) by complying with all the provisions of the "Memorandum of Understanding Regarding Urban Water Conservation in California,"

dated December 10, 2008, as it may be amended, and by submitting the annual reports required by Section 6.2 of that memorandum.

(k) Urban water suppliers that rely upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (c).

10631.1. (a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

(b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

10631.5. (a) (1) Beginning January 1, 2009, the terms of, and eligibility for, a water management grant or loan made to an urban water supplier and awarded or administered by the department, state board, or California Bay-Delta Authority or its successor agency shall be conditioned on the implementation of the water demand management measures described in Section 10631, as determined by the department pursuant to subdivision (b).

(2) For the purposes of this section, water management grants and loans include funding for programs and projects for surface water or groundwater storage, recycling, desalination, water conservation, water supply reliability, and water supply augmentation. This section does not apply to water management projects funded by the federal American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

(3) Notwithstanding paragraph (1), the department shall determine that an urban water supplier is eligible for a water management grant or loan even though the supplier is not implementing all of the water demand management measures described in Section 10631, if the urban water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the water demand management measures. The supplier may request grant or loan funds to implement the water demand management measures to the extent the request is consistent with the eligibility requirements applicable to the water management funds.

(4) (A) Notwithstanding paragraph (1), the department shall

determine that an urban water supplier is eligible for a water management grant or loan even though the supplier is not implementing all of the water demand management measures described in Section 10631, if an urban water supplier submits to the department for approval documentation demonstrating that a water demand management measure is not locally cost effective. If the department determines that the documentation submitted by the urban water supplier fails to demonstrate that a water demand management measure is not locally cost effective, the department shall notify the urban water supplier and the agency administering the grant or loan program within 120 days that the documentation does not satisfy the requirements for an exemption, and include in that notification a detailed statement to support the determination.

(B) For purposes of this paragraph, "not locally cost effective" means that the present value of the local benefits of implementing a water demand management measure is less than the present value of the local costs of implementing that measure.

(b) (1) The department, in consultation with the state board and the California Bay-Delta Authority or its successor agency, and after soliciting public comment regarding eligibility requirements, shall develop eligibility requirements to implement the requirement of paragraph (1) of subdivision (a). In establishing these eligibility requirements, the department shall do both of the following:

(A) Consider the conservation measures described in the Memorandum of Understanding Regarding Urban Water Conservation in California, and alternative conservation approaches that provide equal or greater water savings.

(B) Recognize the different legal, technical, fiscal, and practical roles and responsibilities of wholesale water suppliers and retail water suppliers.

(2) (A) For the purposes of this section, the department shall determine whether an urban water supplier is implementing all of the water demand management measures described in Section 10631 based on either, or a combination, of the following:

(i) Compliance on an individual basis.

(ii) Compliance on a regional basis. Regional compliance shall require participation in a regional conservation program consisting of two or more urban water suppliers that achieves the level of conservation or water efficiency savings equivalent to the amount of conservation or savings achieved if each of the participating urban water suppliers implemented the water demand management measures. The urban water supplier administering the regional program shall provide participating urban water suppliers and the department with data to demonstrate that the regional program is consistent with this clause. The department shall review the data to determine whether the urban water suppliers in the regional program are meeting the eligibility requirements.

(B) The department may require additional information for any determination pursuant to this section.

(3) The department shall not deny eligibility to an urban water supplier in compliance with the requirements of this section that is participating in a multiagency water project, or an integrated regional water management plan, developed pursuant to Section 75026 of the Public Resources Code, solely on the basis that one or more of

the agencies participating in the project or plan is not implementing all of the water demand management measures described in Section 10631.

(c) In establishing guidelines pursuant to the specific funding authorization for any water management grant or loan program subject to this section, the agency administering the grant or loan program shall include in the guidelines the eligibility requirements developed by the department pursuant to subdivision (b).

(d) Upon receipt of a water management grant or loan application by an agency administering a grant and loan program subject to this section, the agency shall request an eligibility determination from the department with respect to the requirements of this section. The department shall respond to the request within 60 days of the request.

(e) The urban water supplier may submit to the department copies of its annual reports and other relevant documents to assist the department in determining whether the urban water supplier is implementing or scheduling the implementation of water demand management activities. In addition, for urban water suppliers that are signatories to the Memorandum of Understanding Regarding Urban Water Conservation in California and submit biennial reports to the California Urban Water Conservation Council in accordance with the memorandum, the department may use these reports to assist in tracking the implementation of water demand management measures.

(f) This section shall remain in effect only until July 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before July 1, 2016, deletes or extends that date.

10631.7. The department, in consultation with the California Urban Water Conservation Council, shall convene an independent technical panel to provide information and recommendations to the department and the Legislature on new demand management measures, technologies, and approaches. The panel shall consist of no more than seven members, who shall be selected by the department to reflect a balanced representation of experts. The panel shall have at least one, but no more than two, representatives from each of the following: retail water suppliers, environmental organizations, the business community, wholesale water suppliers, and academia. The panel shall be convened by January 1, 2009, and shall report to the Legislature no later than January 1, 2010, and every five years thereafter. The department shall review the panel report and include in the final report to the Legislature the department's recommendations and comments regarding the panel process and the panel's recommendations.

10632. (a) The plan shall provide an urban water shortage contingency analysis that includes each of the following elements that are within the authority of the urban water supplier:

(1) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply, and an outline of specific water supply conditions that are applicable to each stage.

(2) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic

sequence for the agency's water supply.

(3) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.

(4) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.

(5) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.

(6) Penalties or charges for excessive use, where applicable.

(7) An analysis of the impacts of each of the actions and conditions described in paragraphs (1) to (6), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.

(8) A draft water shortage contingency resolution or ordinance.

(9) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

(b) Commencing with the urban water management plan update due December 31, 2015, for purposes of developing the water shortage contingency analysis pursuant to subdivision (a), the urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

10633. The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's

service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

(f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

10634. The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

WATER CODE

SECTION 10635

10635. (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

(b) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.

(c) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.

(d) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers.

WATER CODE

SECTION 10640-10645

10640. Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630).

The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

10641. An urban water supplier required to prepare a plan may consult with, and obtain comments from, any public agency or state agency or any person who has special expertise with respect to water demand management methods and techniques.

10642. Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan. Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area. After the hearing, the plan shall be adopted as prepared or as modified after the hearing.

10643. An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.

10644. (a) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

(b) The department shall prepare and submit to the Legislature, on or before December 31, in the years ending in six and one, a report summarizing the status of the plans adopted pursuant to this part. The report prepared by the department shall identify the exemplary elements of the individual plans. The department shall provide a copy of the report to each urban water supplier that has submitted its plan to the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans submitted pursuant to this part.

(c) (1) For the purpose of identifying the exemplary elements of the individual plans, the department shall identify in the report those water demand management measures adopted and implemented by specific urban water suppliers, and identified pursuant to Section

10631, that achieve water savings significantly above the levels established by the department to meet the requirements of Section 10631.5.

(2) The department shall distribute to the panel convened pursuant to Section 10631.7 the results achieved by the implementation of those water demand management measures described in paragraph (1).

(3) The department shall make available to the public the standard the department will use to identify exemplary water demand management measures.

10645. Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

WATER CODE

SECTION 10650-10656

10650. Any actions or proceedings to attack, review, set aside, void, or annul the acts or decisions of an urban water supplier on the grounds of noncompliance with this part shall be commenced as follows:

(a) An action or proceeding alleging failure to adopt a plan shall be commenced within 18 months after that adoption is required by this part.

(b) Any action or proceeding alleging that a plan, or action taken pursuant to the plan, does not comply with this part shall be commenced within 90 days after filing of the plan or amendment thereto pursuant to Section 10644 or the taking of that action.

10651. In any action or proceeding to attack, review, set aside, void, or annul a plan, or an action taken pursuant to the plan by an urban water supplier on the grounds of noncompliance with this part, the inquiry shall extend only to whether there was a prejudicial abuse of discretion. Abuse of discretion is established if the supplier has not proceeded in a manner required by law or if the action by the water supplier is not supported by substantial evidence.

10652. The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to the preparation and adoption of plans pursuant to this part or to the implementation of actions taken pursuant to Section 10632. Nothing in this part shall be interpreted as exempting from the California Environmental Quality Act any project that would significantly affect water supplies for fish and wildlife, or any project for implementation of the plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.

10653. The adoption of a plan shall satisfy any requirements of state law, regulation, or order, including those of the State Water Resources Control Board and the Public Utilities Commission, for the preparation of water management plans or conservation plans; provided, that if the State Water Resources Control Board or the Public Utilities Commission requires additional information concerning water conservation to implement its existing authority, nothing in this part shall be deemed to limit the board or the commission in obtaining that information. The requirements of this part shall be satisfied by any urban water demand management plan prepared to meet federal laws or regulations after the effective date of this part, and which substantially meets the requirements of this part, or by any existing urban water management plan which includes the contents of a plan required under this part.

10654. An urban water supplier may recover in its rates the costs incurred in preparing its plan and implementing the reasonable water conservation measures included in the plan. Any best water management practice that is included in the plan that is identified in the

"Memorandum of Understanding Regarding Urban Water Conservation in California" is deemed to be reasonable for the purposes of this section.

10655. If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or applications of this part which can be given effect without the invalid provision or application thereof, and to this end the provisions of this part are severable.

10656. An urban water supplier that does not prepare, adopt, and submit its urban water management plan to the department in accordance with this part, is ineligible to receive funding pursuant to Division 24 (commencing with Section 78500) or Division 26 (commencing with Section 79000), or receive drought assistance from the state until the urban water management plan is submitted pursuant to this article.

California Water Code

Sustainable Water Use and Demand Reduction

California Water Code Division 6, Part 2.55.

Chapter 1. General Declarations and Policy §10608-10608.8

Chapter 2. Definitions §10608.12

Chapter 3. Urban Retail Water Suppliers §10608.16-10608.44

Chapter 4. Agricultural Water Suppliers §10608.48

Chapter 5. Sustainable Water Management §10608.50

Chapter 6 Standardized Data Collection §10608.52

Chapter 7 Funding Provisions §10608.56-10608.60

Chapter 8 Quantifying Agricultural Water Use Efficiency §10608.64

Chapter 1. General Declarations and Policy

SECTION 10608-10608.8

10608. The Legislature finds and declares all of the following:

- (a) Water is a public resource that the California Constitution protects against waste and unreasonable use.
- (b) Growing population, climate change, and the need to protect and grow California's economy while protecting and restoring our fish and wildlife habitats make it essential that the state manage its water resources as efficiently as possible.
- (c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.
- (d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve streamflows, and reduce greenhouse gas emissions.
- (e) The success of state and local water conservation programs to increase efficiency of water use is best determined on the basis of measurable outcomes related to water use or efficiency.
- (f) Improvements in technology and management practices offer the potential for increasing water efficiency in California over time, providing an essential water management tool to meet the need for water for urban, agricultural, and environmental uses.
- (g) The Governor has called for a 20 percent per capita reduction in urban water use statewide by 2020.

- (h) The factors used to formulate water use efficiency targets can vary significantly from location to location based on factors including weather, patterns of urban and suburban development, and past efforts to enhance water use efficiency.
- (i) Per capita water use is a valid measure of a water provider's efforts to reduce urban water use within its service area. However, per capita water use is less useful for measuring relative water use efficiency between different water providers. Differences in weather, historical patterns of urban and suburban development, and density of housing in a particular location need to be considered when assessing per capita water use as a measure of efficiency.

10608.4. It is the intent of the Legislature, by the enactment of this part, to do all of the following:

- (a) Require all water suppliers to increase the efficiency of use of this essential resource.
- (b) Establish a framework to meet the state targets for urban water conservation identified in this part and called for by the Governor.
- (c) Measure increased efficiency of urban water use on a per capita basis.
- (d) Establish a method or methods for urban retail water suppliers to determine targets for achieving increased water use efficiency by the year 2020, in accordance with the Governor's goal of a 20-percent reduction.
- (e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.
- (f) Promote urban water conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and the requirements for demand management in Section 10631.
- (g) Establish standards that recognize and provide credit to water suppliers that made substantial capital investments in urban water conservation since the drought of the early 1990s.
- (h) Recognize and account for the investment of urban retail water suppliers in providing recycled water for beneficial uses.
- (i) Require implementation of specified efficient water management practices for agricultural water suppliers.
- (j) Support the economic productivity of California's agricultural, commercial, and industrial sectors.
- (k) Advance regional water resources management.

10608.8. (a) (1) Water use efficiency measures adopted and implemented pursuant to this part or Part 2.8 (commencing with Section 10800) are water conservation measures subject to the protections provided under Section 1011.

- (2) Because an urban agency is not required to meet its urban water use target until 2020 pursuant to subdivision (b) of Section 10608.24, an urban retail water supplier's failure to meet those targets shall not establish a violation of law for purposes of any state administrative or judicial proceeding prior to January 1, 2021. Nothing in this paragraph limits the use of data reported to the department or the board in litigation or an administrative proceeding. This paragraph shall become inoperative on January 1, 2021.
- (3) To the extent feasible, the department and the board shall provide for the use of water conservation reports required under this part to meet the requirements of Section 1011 for water conservation reporting.
- (b) This part does not limit or otherwise affect the application of Chapter 3.5 (commencing with Section 11340), Chapter 4 (commencing with Section 11370), Chapter 4.5 (commencing with Section 11400), and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.
- (c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population growth may have greater effects on water use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.
- (d) The requirements of this part do not apply to an agricultural water supplier that is a party to the Quantification Settlement Agreement, as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002, during the period within which the Quantification Settlement Agreement remains in effect. After the expiration of the Quantification Settlement Agreement, to the extent conservation water projects implemented as part of the Quantification Settlement Agreement remain in effect, the conserved water created as part of those projects shall be credited against the obligations of the agricultural water supplier pursuant to this part.

Chapter 2 Definitions

SECTION 10608.12

10608.12. Unless the context otherwise requires, the following definitions govern the construction of this part:

- (a) "Agricultural water supplier" means a water supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. "Agricultural water supplier" includes a supplier or contractor for water, regardless of the basis of right, that distributes or sells water for ultimate resale to customers. "Agricultural water supplier" does not include the department.
- (b) "Base daily per capita water use" means any of the following:

- (1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.
 - (2) For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retailwater supplier or its urban wholesale water supplier, the urban retail water supplier may extend the calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.
 - (3) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.
- (c) "Baseline commercial, industrial, and institutional water use" means an urban retail water supplier's base daily per capita water use for commercial, industrial, and institutional users.
- (d) "Commercial water user" means a water user that provides or distributes a product or service.
- (e) "Compliance daily per capita water use" means the gross water use during the final year of the reporting period, reported in gallons per capita per day.
- (f) "Disadvantaged community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.
- (g) "Gross water use" means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:
- (1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.
 - (2) The net volume of water that the urban retail water supplier places into long-term storage.
 - (3) The volume of water the urban retail water supplier conveys for use by another urban water supplier.
 - (4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.
- (h) "Industrial water user" means a water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification

System code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development.

- (i) "Institutional water user" means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.
- (j) "Interim urban water use target" means the midpoint between the urban retail water supplier's base daily per capita water use and the urban retail water supplier's urban water use target for 2020.
- (k) "Locally cost effective" means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater than or equal to the present value of the local cost of implementing that measure.
- (l) "Process water" means water used for producing a product or product content or water used for research and development, including, but not limited to, continuous manufacturing processes, water used for testing and maintaining equipment used in producing a product or product content, and water used in combined heat and power facilities used in producing a product or product content. Process water does not mean incidental water uses not related to the production of a product or product content, including, but not limited to, water used for restrooms, landscaping, air conditioning, heating, kitchens, and laundry.
- (m) "Recycled water" means recycled water, as defined in subdivision (n) of Section 13050, that is used to offset potable demand, including recycled water supplied for direct use and indirect potable reuse, that meets the following requirements, where applicable:
 - (1) For groundwater recharge, including recharge through spreading basins, water supplies that are all of the following:
 - (A) Metered.
 - (B) Developed through planned investment by the urban water supplier or a wastewater treatment agency.
 - (C) Treated to a minimum tertiary level.
 - (D) Delivered within the service area of an urban retail water supplier or its urban wholesale water supplier that helps an urban retail water supplier meet its urban water use target.
 - (2) For reservoir augmentation, water supplies that meet the criteria of paragraph (1) and are conveyed through a distribution system constructed specifically for recycled water.

- (n) "Regional water resources management" means sources of supply resulting from watershed-based planning for sustainable local water reliability or any of the following alternative sources of water:
 - (1) The capture and reuse of stormwater or rainwater.
 - (2) The use of recycled water.
 - (3) The desalination of brackish groundwater.
 - (4) The conjunctive use of surface water and groundwater in a manner that is consistent with the safe yield of the groundwater basin.
- (o) "Reporting period" means the years for which an urban retail water supplier reports compliance with the urban water use targets.
- (p) "Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.
- (q) "Urban water use target" means the urban retail water supplier's targeted future daily per capita water use.
- (r) "Urban wholesale water supplier," means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

Chapter 3 Urban Retail Water Suppliers

SECTION 10608.16-10608.44

- 10608.16. (a) The state shall achieve a 20-percent reduction in urban per capita water use in California on or before December 31, 2020.
- (b) The state shall make incremental progress towards the state target specified in subdivision (a) by reducing urban per capita water use by at least 10 percent on or before December 31, 2015.
- 10608.20. (a) (1) Each urban retail water supplier shall develop urban water use targets and an interim urban water use target by July 1, 2011. Urban retail water suppliers may elect to determine and report progress toward achieving these targets on an individual or regional basis, as provided in subdivision (a) of Section 10608.28, and may determine the targets on a fiscal year or calendar year basis.
- (2) It is the intent of the Legislature that the urban water use targets described in paragraph (1) cumulatively result in a 20-percent reduction from the baseline daily per capita water use by December 31, 2020.

- (b) An urban retail water supplier shall adopt one of the following methods for determining its urban water use target pursuant to subdivision (a):
 - (1) Eighty percent of the urban retail water supplier's baseline per capita daily water use.
 - (2) The per capita daily water use that is estimated using the sum of the following performance standards:
 - (A) For indoor residential water use, 55 gallons per capita daily water use as a provisional standard. Upon completion of the department's 2016 report to the Legislature pursuant to Section 10608.42, this standard may be adjusted by the Legislature by statute.
 - (B) For landscape irrigated through dedicated or residential meters or connections, water efficiency equivalent to the standards of the Model Water Efficient Landscape Ordinance set forth in Chapter 2.7 (commencing with Section 490) of Division 2 of Title 23 of the California Code of Regulations, as in effect the later of the year of the landscape's installation or 1992. An urban retail water supplier using the approach specified in this subparagraph shall use satellite imagery, site visits, or other best available technology to develop an accurate estimate of landscaped areas.
 - (C) For commercial, industrial, and institutional uses, a 10-percent reduction in water use from the baseline commercial, industrial, and institutional water use by 2020.
 - (3) Ninety-five percent of the applicable state hydrologic region target, as set forth in the state's draft 20x2020 Water Conservation Plan (dated April 30, 2009). If the service area of an urban water supplier includes more than one hydrologic region, the supplier shall apportion its service area to each region based on population or area.
 - (4) A method that shall be identified and developed by the department, through a public process, and reported to the Legislature no later than December 31, 2010. The method developed by the department shall identify per capita targets that cumulatively result in a statewide 20-percent reduction in urban daily per capita water use by December 31, 2020. In developing urban daily per capita water use targets, the department shall do all of the following:
 - (A) Consider climatic differences within the state.
 - (B) Consider population density differences within the state.
 - (C) Provide flexibility to communities and regions in meeting the targets.
 - (D) Consider different levels of per capita water use according to plant water needs in different regions.

- (E) Consider different levels of commercial, industrial, and institutional water use in different regions of the state.
 - (F) Avoid placing an undue hardship on communities that have implemented conservation measures or taken actions to keep per capita water use low.
- (c) If the department adopts a regulation pursuant to paragraph (4) of subdivision (b) that results in a requirement that an urban retail water supplier achieve a reduction in daily per capita water use that is greater than 20 percent by December 31, 2020, an urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may limit its urban water use target to a reduction of not more than 20 percent by December 31, 2020, by adopting the method described in paragraph (1) of subdivision (b).
- (d) The department shall update the method described in paragraph (4) of subdivision (b) and report to the Legislature by December 31, 2014. An urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may adopt a new urban daily per capita water use target pursuant to this updated method.
- (e) An urban retail water supplier shall include in its urban water management plan due in 2010 pursuant to Part 2.6 (commencing with Section 10610) the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.
- (f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.
- (g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).
- (h) (1) The department, through a public process and in consultation with the California Urban Water Conservation Council, shall develop technical methodologies and criteria for the consistent implementation of this part, including, but not limited to, both of the following:
- (A) Methodologies for calculating base daily per capita water use, baseline commercial, industrial, and institutional water use, compliance daily per capita water use, gross water use, service area population, indoor residential water use, and landscaped area water use.
 - (B) Criteria for adjustments pursuant to subdivisions (d) and (e) of Section 10608.24.
- (2) The department shall post the methodologies and criteria developed pursuant to this subdivision on its Internet Web site, and make written copies available, by October 1, 2010. An urban retail water supplier shall use the methods developed by the department in compliance with this part.

- (i) (1) The department shall adopt regulations for implementation of the provisions relating to process water in accordance with subdivision (l) of Section 10608.12, subdivision (e) of Section 10608.24, and subdivision (d) of Section 10608.26.
 - (2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.
 - (j) (1) An urban retail water supplier is granted an extension to July 1, 2011, for adoption of an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) due in 2010 to allow the use of technical methodologies developed by the department pursuant to paragraph (4) of subdivision (b) and subdivision (h). An urban retail water supplier that adopts an urban water management plan due in 2010 that does not use the methodologies developed by the department pursuant to subdivision (h) shall amend the plan by July 1, 2011, to comply with this part.
 - (2) An urban wholesale water supplier whose urban water management plan prepared pursuant to Part 2.6 (commencing with Section 10610) was due and not submitted in 2010 is granted an extension to July 1, 2011, to permit coordination between an urban wholesale water supplier and urban retail water suppliers.
- 10608.22. Notwithstanding the method adopted by an urban retail water supplier pursuant to Section 10608.20, an urban retail water supplier's per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use as defined in paragraph(3) of subdivision (b) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.
- 10608.24. (a) Each urban retail water supplier shall meet its interim urban water use target by December 31, 2015.
- (b) Each urban retail water supplier shall meet its urban water use target by December 31, 2020.
- (c) An urban retail water supplier's compliance daily per capita water use shall be the measure of progress toward achievement of its urban water use target.
- (d) (1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:
- (A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.

- (B) Substantial changes to commercial or industrial water use resulting from increased business output and economic development that have occurred during the reporting period.
 - (C) Substantial changes to institutional water use resulting from fire suppression services or other extraordinary events, or from new or expanded operations, that have occurred during the reporting period.
 - (2) If the urban retail water supplier elects to adjust its estimate of compliance daily per capita water use due to one or more of the factors described in paragraph (1), it shall provide the basis for, and data supporting, the adjustment in the report required by Section 10608.40.
 - (e) When developing the urban water use target pursuant to Section 10608.20, an urban retail water supplier that has a substantial percentage of industrial water use in its service area may exclude process water from the calculation of gross water use to avoid a disproportionate burden on another customer sector.
 - (f) (1) An urban retail water supplier that includes agricultural water use in an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) may include the agricultural water use in determining gross water use. An urban retail water supplier that includes agricultural water use in determining gross water use and develops its urban water use target pursuant to paragraph (2) of subdivision (b) of Section 10608.20 shall use a water efficient standard for agricultural irrigation of 100 percent of reference evapotranspiration multiplied by the crop coefficient for irrigated acres.
 - (2) An urban retail water supplier, that is also an agricultural water supplier, is not subject to the requirements of Chapter 4 (commencing with Section 10608.48), if the agricultural water use is incorporated into its urban water use target pursuant to paragraph (1).
- 10608.26. (a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:
- (1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.
 - (2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.
 - (3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.
- (b) In complying with this part, an urban retail water supplier may meet its urban water use target through efficiency improvements in any combination among its customer sectors. An urban retail water supplier shall avoid placing a disproportionate burden on any customer sector.
- (c) For an urban retail water supplier that supplies water to a United States Department of Defense military installation, the urban retail water supplier's

implementation plan for complying with this part shall consider the conservation of that military installation under federal Executive Order 13514.

- (d) (1) Any ordinance or resolution adopted by an urban retail water supplier after the effective date of this section shall not require existing customers as of the effective date of this section, to undertake changes in product formulation, operations, or equipment that would reduce process water use, but may provide technical assistance and financial incentives to those customers to implement efficiency measures for process water. This section shall not limit an ordinance or resolution adopted pursuant to a declaration of drought emergency by an urban retail water supplier.
 - (2) This part shall not be construed or enforced so as to interfere with the requirements of Chapter 4 (commencing with Section 113980) to Chapter 13 (commencing with Section 114380), inclusive, of Part 7 of Division 104 of the Health and Safety Code, or any requirement or standard for the protection of public health, public safety, or worker safety established by federal, state, or local government or recommended by recognized standard setting organizations or trade associations.
- 10608.28. (a) An urban retail water supplier may meet its urban water use target within its retail service area, or through mutual agreement, by any of the following:
- (1) Through an urban wholesale water supplier.
 - (2) Through a regional agency authorized to plan and implement water conservation, including, but not limited to, an agency established under the Bay Area Water Supply and Conservation Agency Act (Division 31 (commencing with Section 81300)).
 - (3) Through a regional water management group as defined in Section 10537.
 - (4) By an integrated regional water management funding area.
 - (5) By hydrologic region.
 - (6) Through other appropriate geographic scales for which computation methods have been developed by the department.
- (b) A regional water management group, with the written consent of its member agencies, may undertake any or all planning, reporting, and implementation functions under this chapter for the member agencies that consent to those activities. Any data or reports shall provide information both for the regional water management group and separately for each consenting urban retail water supplier and urban wholesale water supplier.
- 10608.32. All costs incurred pursuant to this part by a water utility regulated by the Public Utilities Commission may be recoverable in rates subject to review and approval by the Public Utilities Commission, and may be recorded in a memorandum account and reviewed for reasonableness by the Public Utilities Commission.

- 10608.36. Urban wholesale water suppliers shall include in the urban water management plans required pursuant to Part 2.6 (commencing with Section 10610) an assessment of their present and proposed future measures, programs, and policies to help achieve the water use reductions required by this part.
- 10608.40. Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631. The data shall be reported using a standardized form developed pursuant to Section 10608.52.
- 10608.42. (a) The department shall review the 2015 urban water management plans and report to the Legislature by July 1, 2017, on progress towards achieving a 20-percent reduction in urban water use by December 31, 2020. The report shall include recommendations on changes to water efficiency standards or urban water use targets to achieve the 20-percent reduction and to reflect updated efficiency information and technology changes.
- (b) A report to be submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.
- 10608.43. The department, in conjunction with the California Urban Water Conservation Council, by April 1, 2010, shall convene a representative task force consisting of academic experts, urban retail water suppliers, environmental organizations, commercial water users, industrial water users, and institutional water users to develop alternative best management practices for commercial, industrial, and institutional users and an assessment of the potential statewide water use efficiency improvement in the commercial, industrial, and institutional sectors that would result from implementation of these best management practices. The taskforce, in conjunction with the department, shall submit a report to the Legislature by April 1, 2012, that shall include a review of multiple sectors within commercial, industrial, and institutional users and that shall recommend water use efficiency standards for commercial, industrial, and institutional users among various sectors of water use. The report shall include, but not be limited to, the following:
- (a) Appropriate metrics for evaluating commercial, industrial, and institutional water use.
 - (b) Evaluation of water demands for manufacturing processes, goods, and cooling.
 - (c) Evaluation of public infrastructure necessary for delivery of recycled water to the commercial, industrial, and institutional sectors.
 - (d) Evaluation of institutional and economic barriers to increased recycled water use within the commercial, industrial, and institutional sectors.
 - (e) Identification of technical feasibility and cost of the best management practices to achieve more efficient water use statewide in the commercial, industrial, and institutional sectors that is consistent with the public interest and reflects past investments in water use efficiency.
- 10608.44. Each state agency shall reduce water use at facilities it operates to support urban retail water suppliers in meeting the target identified in Section 10608.16.

Chapter 4 Agricultural Water Suppliers

SECTION 10608.48

- 10608.48. (a) On or before July 31, 2012, an agricultural water supplier shall implement efficient water management practices pursuant to subdivisions (b) and (c).
- (b) Agricultural water suppliers shall implement all of the following critical efficient management practices:
- (1) Measure the volume of water delivered to customers with sufficient accuracy to comply with subdivision (a) of Section 531.10 and to implement paragraph (2).
 - (2) Adopt a pricing structure for water customers based at least in part on quantity delivered.
- (c) Agricultural water suppliers shall implement additional efficient management practices, including, but not limited to, practices to accomplish all of the following, if the measures are locally cost effective and technically feasible:
- (1) Facilitate alternative land use for lands with exceptionally high water duties or whose irrigation contributes to significant problems, including drainage.
 - (2) Facilitate use of available recycled water that otherwise would not be used beneficially, meets all health and safety criteria, and does not harm crops or soils.
 - (3) Facilitate the financing of capital improvements for on-farm irrigation systems.
 - (4) Implement an incentive pricing structure that promotes one or more of the following goals:
 - (A) More efficient water use at the farm level.
 - (B) Conjunctive use of groundwater.
 - (C) Appropriate increase of groundwater recharge.
 - (D) Reduction in problem drainage.
 - (E) Improved management of environmental resources.
 - (F) Effective management of all water sources throughout the year by adjusting seasonal pricing structures based on current conditions.

- (5) Expand line or pipe distribution systems, and construct regulatory reservoirs to increase distribution system flexibility and capacity, decrease maintenance, and reduce seepage.
- (6) Increase flexibility in water ordering by, and delivery to, water customers within operational limits.
- (7) Construct and operate supplier spill and tailwater recovery systems.
- (8) Increase planned conjunctive use of surface water and groundwater within the supplier service area.
- (9) Automate canal control structures.
- (10) Facilitate or promote customer pump testing and evaluation.
- (11) Designate a water conservation coordinator who will develop and implement the water management plan and prepare progress reports.
- (12) Provide for the availability of water management services to water users. These services may include, but are not limited to, all of the following:
 - (A) On-farm irrigation and drainage system evaluations.
 - (B) Normal year and real-time irrigation scheduling and crop evapotranspiration information.
 - (C) Surface water, groundwater, and drainage water quantity and quality data.
 - (D) Agricultural water management educational programs and materials for farmers, staff, and the public.
- (13) Evaluate the policies of agencies that provide the supplier with water to identify the potential for institutional changes to allow more flexible water deliveries and storage.
- (14) Evaluate and improve the efficiencies of the supplier's pumps.
- (d) Agricultural water suppliers shall include in the agricultural water management plans required pursuant to Part 2.8 (commencing with Section 10800) a report on which efficient water management practices have been implemented and are planned to be implemented, an estimate of the water use efficiency improvements that have occurred since the last report, and an estimate of the water use efficiency improvements estimated to occur five and 10 years in the future. If an agricultural water supplier determines that an efficient water management practice is not locally cost effective or technically feasible, the supplier shall submit information documenting that determination.
- (e) The data shall be reported using a standardized form developed pursuant to Section 10608.52.

- (f) An agricultural water supplier may meet the requirements of subdivisions (d) and (e) by submitting to the department a water conservation plan submitted to the United States Bureau of Reclamation that meets the requirements described in Section 10828.
- (g) On or before December 31, 2013, December 31, 2016, and December 31, 2021, the department, in consultation with the board, shall submit to the Legislature a report on the agricultural efficient water management practices that have been implemented and are planned to be implemented and an assessment of the manner in which the implementation of those efficient water management practices has affected and will affect agricultural operations, including estimated water use efficiency improvements, if any.
- (h) The department may update the efficient water management practices required pursuant to subdivision (c), in consultation with the Agricultural Water Management Council, the United States Bureau of Reclamation, and the board. All efficient water management practices for agricultural water use pursuant to this chapter shall be adopted or revised by the department only after the department conducts public hearings to allow participation of the diverse geographical areas and interests of the state.
- (i) (1) The department shall adopt regulations that provide for a range of options that agricultural water suppliers may use or implement to comply with the measurement requirement in paragraph (1) of subdivision (b).
- (2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.

Chapter 5 Sustainable Water Management

Section 10608.50

- 10608.50. (a) The department, in consultation with the board, shall promote implementation of regional water resources management practices through increased incentives and removal of barriers consistent with state and federal law. Potential changes may include, but are not limited to, all of the following:
- (1) Revisions to the requirements for urban and agricultural water management plans.
 - (2) Revisions to the requirements for integrated regional water management plans.

- (3) Revisions to the eligibility for state water management grants and loans.
 - (4) Revisions to state or local permitting requirements that increase water supply opportunities, but do not weaken water quality protection under state and federal law.
 - (5) Increased funding for research, feasibility studies, and project construction.
 - (6) Expanding technical and educational support for local land use and water management agencies.
- (b) No later than January 1, 2011, and updated as part of the California Water Plan, the department, in consultation with the board, and with public input, shall propose new statewide targets, or review and update existing statewide targets, for regional water resources management practices, including, but not limited to, recycled water, brackish groundwater desalination, and infiltration and direct use of urban stormwater runoff.

Chapter 6 Standardized Data Collection

SECTION 10608.52

- 10608.52. (a) The department, in consultation with the board, the California Bay-Delta Authority or its successor agency, the State Department of Public Health, and the Public Utilities Commission, shall develop a single standardized water use reporting form to meet the water use information needs of each agency, including the needs of urban water suppliers that elect to determine and report progress toward achieving targets on a regional basis as provided in subdivision (a) of Section 10608.28.
- (b) At a minimum, the form shall be developed to accommodate information sufficient to assess an urban water supplier's compliance with conservation targets pursuant to Section 10608.24 and an agricultural water supplier's compliance with implementation of efficient water management practices pursuant to subdivision (a) of Section 10608.48. The form shall accommodate reporting by urban water suppliers on an individual or regional basis as provided in subdivision (a) of Section 10608.28.

Chapter 7 Funding Provisions

Section 10608.56-10608.60

- 10608.56. (a) On and after July 1, 2016, an urban retail water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.

- (b) On and after July 1, 2013, an agricultural water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.
 - (c) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for achieving the per capita reductions. The supplier may request grant or loan funds to achieve the per capita reductions to the extent the request is consistent with the eligibility requirements applicable to the water funds.
 - (d) Notwithstanding subdivision (b), the department shall determine that an agricultural water supplier is eligible for a water grant or loan even though the supplier is not implementing all of the efficient water management practices described in Section 10608.48, if the agricultural water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the efficient water management practices. The supplier may request grant or loan funds to implement the efficient water management practices to the extent the request is consistent with the eligibility requirements applicable to the water funds.
 - (e) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval documentation demonstrating that its entire service area qualifies as a disadvantaged community.
 - (f) The department shall not deny eligibility to an urban retail water supplier or agricultural water supplier in compliance with the requirements of this part and Part 2.8 (commencing with Section 10800), that is participating in a multiagency water project, or an integrated regional water management plan, developed pursuant to Section 75026 of the Public Resources Code, solely on the basis that one or more of the agencies participating in the project or plan is not implementing all of the requirements of this part or Part 2.8 (commencing with Section 10800).
- 10608.60. (a) It is the intent of the Legislature that funds made available by Section 75026 of the Public Resources Code should be expended, consistent with Division 43 (commencing with Section 75001) of the Public Resources Code and upon appropriation by the Legislature, for grants to implement this part. In the allocation of funding, it is the intent of the Legislature that the department give consideration to disadvantaged communities to assist in implementing the requirements of this part.
- (b) It is the intent of the Legislature that funds made available by Section 75041 of the Public Resources Code, should be expended, consistent with Division 43 (commencing with Section 75001) of the Public Resources Code and upon appropriation by the Legislature, for direct expenditures to implement this part.

Chapter 8 Quantifying Agricultural Water Use Efficiency

SECTION 10608.64

10608.64. The department, in consultation with the Agricultural Water Management Council, academic experts, and other stakeholders, shall develop a methodology for quantifying the efficiency of agricultural water use. Alternatives to be assessed shall include, but not be limited to, determination of efficiency levels based on crop type or irrigation system distribution uniformity. On or before December 31, 2011, the department shall report to the Legislature on a proposed methodology and a plan for implementation. The plan shall include the estimated implementation costs and the types of data needed to support the methodology. Nothing in this section authorizes the department to implement a methodology established pursuant to this section.



Appendix B: DWR UWMP Tables

City of San Fernando 2015 Urban Water Management Plan



Appendix C: DWR Checklist

City of San Fernando 2015 Urban Water Management Plan

UWMP Checklist

This checklist is developed directly from the Urban Water Management Planning Act and SB X7-7. It is provided to support water suppliers during preparation of their UWMPs. Two versions of the UWMP Checklist are provided – the first one is organized according to the California Water Code and the second checklist according to subject matter. The two checklists contain duplicate information and the water supplier should use whichever checklist is more convenient. In the event that information or recommendations in these tables are inconsistent with, conflict with, or omit the requirements of the Act or applicable laws, the Act or other laws shall prevail.

Each water supplier submitting an UWMP can also provide DWR with the UWMP location of the required element by completing the last column of either checklist. This will support DWR in its review of these UWMPs. The completed form can be included with the UWMP.

If an item does not pertain to a water supplier, then state the UWMP requirement and note that it does not apply to the agency. For example, if a water supplier does not use groundwater as a water supply source, then there should be a statement in the UWMP that groundwater is not a water supply source.

Checklist Arranged by Water Code Section

CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location (Optional Column for Agency Use)
10608.20(b)	Retail suppliers shall adopt a 2020 water use target using one of four methods.	Baselines and Targets	Section 5.7 and App E	
10608.20(e)	Retail suppliers shall provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	Baselines and Targets	Chapter 5 and App E	
10608.22	Retail suppliers' per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use of the 5 year baseline. This does not apply if the suppliers base GPCD is at or below 100.	Baselines and Targets	Section 5.7.2	
10608.24(a)	Retail suppliers shall meet their interim target by December 31, 2015.	Baselines and Targets	Section 5.8 and App E	
10608.24(d)(2)	If the retail supplier adjusts its compliance GPCD using weather normalization, economic adjustment, or extraordinary events, it shall provide the basis for, and data supporting the adjustment.	Baselines and Targets	Section 5.8.2	
10608.26(a)	Retail suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets.	Plan Adoption, Submittal, and Implementation	Section 10.3	
10608.36	Wholesale suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their retail water suppliers achieve targeted water use reductions.	Baselines and Targets	Section 5.1	
10608.40	Retail suppliers shall report on their progress in meeting their water use targets. The data shall be reported using a standardized form.	Baselines and Targets	Section 5.8 and App E	
10620(b)	Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.	Plan Preparation	Section 2.1	
10620(d)(2)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan Preparation	Section 2.5.2	

10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water Supply Reliability Assessment	Section 7.4	
10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.	Plan Adoption, Submittal, and Implementation	Section 10.2.1	
10621(d)	Each urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.	Plan Adoption, Submittal, and Implementation	Sections 10.3.1 and 10.4	
10631(a)	Describe the water supplier service area.	System Description	Section 3.1	
10631(a)	Describe the climate of the service area of the supplier.	System Description	Section 3.3	
10631(a)	Indicate the current population of the service area.	System Description and Baselines and Targets	Sections 3.4 and 5.4	
10631(a)	Provide population projections for 2020, 2025, 2030, and 2035.	System Description	Section 3.4	
10631(a)	Describe other demographic factors affecting the supplier's water management planning.	System Description	Section 3.4	
10631(b)	Identify and quantify the existing and planned sources of water available for 2015, 2020, 2025, 2030, and 2035.	System Supplies	Chapter 6	
10631(b)	Indicate whether groundwater is an existing or planned source of water available to the supplier.	System Supplies	Section 6.2	
10631(b)(1)	Indicate whether a groundwater management plan has been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System Supplies	Section 6.2.2	
10631(b)(2)	Describe the groundwater basin.	System Supplies	Section 6.2.1	
10631(b)(2)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the supplier has the legal right to pump.	System Supplies	Section 6.2.2	
10631(b)(2)	For unadjudicated basins, indicate whether or not the department has identified the basin as overdrafted, or projected to become overdrafted. Describe efforts by the supplier to eliminate the long-term overdraft condition.	System Supplies	Section 6.2.3	
10631(b)(3)	Provide a detailed description and analysis of the location, amount, and sufficiency of	System Supplies	Section 6.2.4	

	groundwater pumped by the urban water supplier for the past five years			
10631(b)(4)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System Supplies	Sections 6.2 and 6.9	
10631(c)(1)	Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage.	Water Supply Reliability Assessment	Section 7.1	
10631(c)(1)	Provide data for an average water year, a single dry water year, and multiple dry water years	Water Supply Reliability Assessment	Section 7.2	
10631(c)(2)	For any water source that may not be available at a consistent level of use, describe plans to supplement or replace that source.	Water Supply Reliability Assessment	Section 7.1	
10631(d)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System Supplies	Section 6.7	
10631(e)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System Water Use	Section 4.2	
10631(e)(3)(A)	Report the distribution system water loss for the most recent 12-month period available.	System Water Use	Section 4.3	
10631(f)(1)	Retail suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand Management Measures	Sections 9.2 and 9.3	
10631(f)(2)	Wholesale suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and supplier assistance program.	Demand Management Measures	Sections 9.1 and 9.3	
10631(g)	Describe the expected future water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and multiple-dry years.	System Supplies	Section 6.8	
10631(h)	Describe desalinated water project opportunities for long-term supply.	System Supplies	Section 6.6	
10631(i)	CUWCC members may submit their 2013-2014 CUWCC BMP annual reports in lieu of, or in addition to, describing the DMM implementation in their UWMPs. This option is only allowable if the supplier has been found to be in full compliance with the CUWCC MOU.	Demand Management Measures	Section 9.5	
10631(j)	Retail suppliers will include documentation that they have provided their wholesale supplier(s) – if any - with water use	System Supplies	Section 2.5.1	

	projections from that source.			
10631(j)	Wholesale suppliers will include documentation that they have provided their urban water suppliers with identification and quantification of the existing and planned sources of water available from the wholesale to the urban supplier during various water year types.	System Supplies	Section 2.5.1	
10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the supplier.	System Water Use	Section 4.5	
10632(a) and 10632(a)(1)	Provide an urban water shortage contingency analysis that specifies stages of action and an outline of specific water supply conditions at each stage.	Water Shortage Contingency Planning	Section 8.1	
10632(a)(2)	Provide an estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency.	Water Shortage Contingency Planning	Section 8.9	
10632(a)(3)	Identify actions to be undertaken by the urban water supplier in case of a catastrophic interruption of water supplies.	Water Shortage Contingency Planning	Section 8.8	
10632(a)(4)	Identify mandatory prohibitions against specific water use practices during water shortages.	Water Shortage Contingency Planning	Section 8.2	
10632(a)(5)	Specify consumption reduction methods in the most restrictive stages.	Water Shortage Contingency Planning	Section 8.4	
10632(a)(6)	Indicated penalties or charges for excessive use, where applicable.	Water Shortage Contingency Planning	Section 8.3	
10632(a)(7)	Provide an analysis of the impacts of each of the actions and conditions in the water shortage contingency analysis on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts.	Water Shortage Contingency Planning	Section 8.6	
10632(a)(8)	Provide a draft water shortage contingency resolution or ordinance.	Water Shortage Contingency Planning	Section 8.7	
10632(a)(9)	Indicate a mechanism for determining actual reductions in water use pursuant to the water shortage contingency analysis.	Water Shortage Contingency Planning	Section 8.5	
10633	For wastewater and recycled water, coordinate with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.1	
10633(a)	Describe the wastewater collection and treatment systems in the supplier's service area. Include quantification of the amount of	System Supplies (Recycled Water)	Section 6.5.2	

	wastewater collected and treated and the methods of wastewater disposal.			
10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System Supplies (Recycled Water)	Section 6.5.2.2	
10633(c)	Describe the recycled water currently being used in the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.3 and 6.5.4	
10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System Supplies (Recycled Water)	Section 6.5.4	
10633(e)	Describe the projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected.	System Supplies (Recycled Water)	Section 6.5.4	
10633(f)	Describe the actions which may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System Supplies (Recycled Water)	Section 6.5.5	
10633(g)	Provide a plan for optimizing the use of recycled water in the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.5	
10634	Provide information on the quality of existing sources of water available to the supplier and the manner in which water quality affects water management strategies and supply reliability	Water Supply Reliability Assessment	Section 7.1	
10635(a)	Assess the water supply reliability during normal, dry, and multiple dry water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years.	Water Supply Reliability Assessment	Section 7.3	
10635(b)	Provide supporting documentation that Water Shortage Contingency Plan has been, or will be, provided to any city or county within which it provides water, no later than 60 days after the submission of the plan to DWR.	Plan Adoption, Submittal, and Implementation	Section 10.4.4	
10642	Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan.	Plan Preparation	Section 2.5.2	
10642	Provide supporting documentation that the urban water supplier made the plan available for public inspection, published notice of the public hearing, and held a public hearing	Plan Adoption, Submittal, and Implementation	Sections 10.2.2, 10.3, and 10.5	

	about the plan.			
10642	The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.	Plan Adoption, Submittal, and Implementation	Sections 10.2.1	
10642	Provide supporting documentation that the plan has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	Section 10.3.1	
10644(a)	Provide supporting documentation that the urban water supplier has submitted this UWMP to the California State Library.	Plan Adoption, Submittal, and Implementation	Section 10.4.3	
10644(a)(1)	Provide supporting documentation that the urban water supplier has submitted this UWMP to any city or county within which the supplier provides water no later than 30 days after adoption.	Plan Adoption, Submittal, and Implementation	Section 10.4.4	
10644(a)(2)	The plan, or amendments to the plan, submitted to the department shall be submitted electronically.	Plan Adoption, Submittal, and Implementation	Sections 10.4.1 and 10.4.2	
10645	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	Section 10.5	

Checklist Arranged by Subject

CWC Section	UWMP Requirement	Subject	Guidebook Location	UWMP Location (Optional Column for Agency Use)
10620(b)	Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.	Plan Preparation	Section 2.1	N/A
10620(d)(2)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan Preparation	Section 2.5.2	Section 1.2

10642	Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan.	Plan Preparation	Section 2.5.2	Section 1.2 Appendix E
10631(a)	Describe the water supplier service area.	System Description	Section 3.1	Section 1.6
10631(a)	Describe the climate of the service area of the supplier.	System Description	Section 3.3	Section 1.7
10631(a)	Provide population projections for 2020, 2025, 2030, and 2035.	System Description	Section 3.4	Section 1.8
10631(a)	Describe other demographic factors affecting the supplier's water management planning.	System Description	Section 3.4	Section 1.8
10631(a)	Indicate the current population of the service area.	System Description and Baselines and Targets	Sections 3.4 and 5.4	Section 1.8
10631(e)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System Water Use	Section 4.2	Section 4.4 Section 4.6
10631(e)(3)(A)	Report the distribution system water loss for the most recent 12-month period available.	System Water Use	Section 4.3	Section 4.4
10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the supplier.	System Water Use	Section 4.5	Section 4.6
10608.20(b)	Retail suppliers shall adopt a 2020 water use target using one of four methods.	Baselines and Targets	Section 5.7 and App E	Section 4.5.3
10608.20(e)	Retail suppliers shall provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	Baselines and Targets	Chapter 5 and App E	Section 4.5.3
10608.22	Retail suppliers' per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use of the 5 year baseline. This does not apply if the suppliers base GPCD is at or below 100.	Baselines and Targets	Section 5.7.2	N/A
10608.24(a)	Retail suppliers shall meet their interim target by December 31, 2015.	Baselines and Targets	Section 5.8 and App E	Section 4.5.3
10608.24(d)(2)	If the retail supplier adjusts its compliance GPCD using weather normalization, economic adjustment, or extraordinary events, it shall provide the	Baselines and Targets	Section 5.8.2	N/A

	basis for, and data supporting the adjustment.			
10608.36	Wholesale suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their retail water suppliers achieve targeted water use reductions.	Baselines and Targets	Section 5.1	N/A
10608.40	Retail suppliers shall report on their progress in meeting their water use targets. The data shall be reported using a standardized form.	Baselines and Targets	Section 5.8 and App E	Section 4.5.3
10631(b)	Identify and quantify the existing and planned sources of water available for 2015, 2020, 2025, 2030, and 2035.	System Supplies	Chapter 6	Section 2.4
10631(b)	Indicate whether groundwater is an existing or planned source of water available to the supplier.	System Supplies	Section 6.2	Section 2.2.2
10631(b)(1)	Indicate whether a groundwater management plan has been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System Supplies	Section 6.2.2	Section 2.2.2 Appendix I
10631(b)(2)	Describe the groundwater basin.	System Supplies	Section 6.2.1	Section 2.2.2
10631(b)(2)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the supplier has the legal right to pump.	System Supplies	Section 6.2.2	Section 2.2.2 Appendix J
10631(b)(2)	For unadjudicated basins, indicate whether or not the department has identified the basin as overdrafted, or projected to become overdrafted. Describe efforts by the supplier to eliminate the long-term overdraft condition.	System Supplies	Section 6.2.3	N/A
10631(b)(3)	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years	System Supplies	Section 6.2.4	Section 2.2.2
10631(b)(4)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System Supplies	Sections 6.2 and 6.9	Section 2.4
10631(d)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System Supplies	Section 6.7	Section 2.6
10631(g)	Describe the expected future water	System	Section 6.8	

	supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and multiple-dry years.	Supplies		
10631(h)	Describe desalinated water project opportunities for long-term supply.	System Supplies	Section 6.6	Section 2.5.4
10631(j)	Retail suppliers will include documentation that they have provided their wholesale supplier(s) – if any - with water use projections from that source.	System Supplies	Section 2.5.1	Section 2.4
10631(j)	Wholesale suppliers will include documentation that they have provided their urban water suppliers with identification and quantification of the existing and planned sources of water available from the wholesale to the urban supplier during various water year types.	System Supplies	Section 2.5.1	N/A
N/A	For wastewater and recycled water, coordinate with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.1	Section 2.5
10633(a)	Describe the wastewater collection and treatment systems in the supplier's service area. Include quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.	System Supplies (Recycled Water)	Section 6.5.2	Section 2.5
10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System Supplies (Recycled Water)	Section 6.5.2.2	Section 2.5
10633(c)	Describe the recycled water currently being used in the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.3 and 6.5.4	Section 2.5
10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System Supplies (Recycled Water)	Section 6.5.4	Section 2.5
10633(e)	Describe the projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected.	System Supplies (Recycled Water)	Section 6.5.4	Section 2.5
10633(f)	Describe the actions which may be taken to encourage the use of recycled water and the projected results of these actions	System Supplies (Recycled Water)	Section 6.5.5	Section 2.5

	in terms of acre-feet of recycled water used per year.	Water)		
10633(g)	Provide a plan for optimizing the use of recycled water in the supplier's service area.	System Supplies (Recycled Water)	Section 6.5.5	Section 2.5
10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water Supply Reliability Assessment	Section 7.4	
10631(c)(1)	Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage.	Water Supply Reliability Assessment	Section 7.1	Section 5.3 Section 5.6
10631(c)(1)	Provide data for an average water year, a single dry water year, and multiple dry water years	Water Supply Reliability Assessment	Section 7.2	Section 5.5.2
10631(c)(2)	For any water source that may not be available at a consistent level of use, describe plans to supplement or replace that source.	Water Supply Reliability Assessment	Section 7.1	Section 5.7
10634	Provide information on the quality of existing sources of water available to the supplier and the manner in which water quality affects water management strategies and supply reliability	Water Supply Reliability Assessment	Section 7.1	Section 5.5
10635(a)	Assess the water supply reliability during normal, dry, and multiple dry water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years.	Water Supply Reliability Assessment	Section 7.3	Section 5.5.2
10632(a) and 10632(a)(1)	Provide an urban water shortage contingency analysis that specifies stages of action and an outline of specific water supply conditions at each stage.	Water Shortage Contingency Planning	Section 8.1	Section 7.2.1
10632(a)(2)	Provide an estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency.	Water Shortage Contingency Planning	Section 8.9	Section 7.3
10632(a)(3)	Identify actions to be undertaken by the urban water supplier in case of a catastrophic interruption of water supplies.	Water Shortage Contingency Planning	Section 8.8	Section 7.4
10632(a)(4)	Identify mandatory prohibitions against specific water use practices during water shortages.	Water Shortage Contingency Planning	Section 8.2	Section 7.5.1
10632(a)(5)	Specify consumption reduction methods in the most restrictive stages.	Water Shortage Contingency	Section 8.4	Section 7.5.2

		Planning		
10632(a)(6)	Indicated penalties or charges for excessive use, where applicable.	Water Shortage Contingency Planning	Section 8.3	7.5.3
10632(a)(7)	Provide an analysis of the impacts of each of the actions and conditions in the water shortage contingency analysis on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts.	Water Shortage Contingency Planning	Section 8.6	Section 7.2.1 Section 7.8
10632(a)(8)	Provide a draft water shortage contingency resolution or ordinance.	Water Shortage Contingency Planning	Section 8.7	Section 7.7 Appendix G
10632(a)(9)	Indicate a mechanism for determining actual reductions in water use pursuant to the water shortage contingency analysis.	Water Shortage Contingency Planning	Section 8.5	Section 7.8
10631(f)(1)	Retail suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand Management Measures	Sections 9.2 and 9.3	Section 6.3
10631(f)(2)	Wholesale suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and supplier assistance program.	Demand Management Measures	Sections 9.1 and 9.3	N/A
10631(i)	CUWCC members may submit their 2013-2014 CUWCC BMP annual reports in lieu of, or in addition to, describing the DMM implementation in their UWMPs. This option is only allowable if the supplier has been found to be in full compliance with the CUWCC MOU.	Demand Management Measures	Section 9.5	Section 6.3
10608.26(a)	Retail suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets.	Plan Adoption, Submittal, and Implementation	Section 10.3	Section 1.2 Appendix E
10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.	Plan Adoption, Submittal, and Implementation	Section 10.2.1	Appendix xx
10621(d)	Each urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.	Plan Adoption, Submittal, and Implementation	Sections 10.3.1 and 10.4	
10635(b)	Provide supporting documentation that Water Shortage Contingency Plan has been, or will be, provided to any city or	Plan Adoption, Submittal, and	Section 10.4.4	Appendix E

	county within which it provides water, no later than 60 days after the submission of the plan to DWR.	Implementation		
10642	Provide supporting documentation that the urban water supplier made the plan available for public inspection, published notice of the public hearing, and held a public hearing about the plan.	Plan Adoption, Submittal, and Implementation	Sections 10.2.2, 10.3, and 10.5	Appendix xx
10642	The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water.	Plan Adoption, Submittal, and Implementation	Sections 10.2.1	Section 1.2 Appendix E
10642	Provide supporting documentation that the plan has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	Section 10.3.1	Appendix xx
10644(a)	Provide supporting documentation that the urban water supplier has submitted this UWMP to the California State Library.	Plan Adoption, Submittal, and Implementation	Section 10.4.3	Appendix xx
10644(a)(1)	Provide supporting documentation that the urban water supplier has submitted this UWMP to any city or county within which the supplier provides water no later than 30 days after adoption.	Plan Adoption, Submittal, and Implementation	Section 10.4.4	Appendix xx
10644(a)(2)	The plan, or amendments to the plan, submitted to the department shall be submitted electronically.	Plan Adoption, Submittal, and Implementation	Sections 10.4.1 and 10.4.2	Appendix xx
10645	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	Section 10.5	Appendix xx



Appendix D: City Council Resolution Adopting 2015 UWMP

City of San Fernando 2015 Urban Water Management Plan



Appendix E: Public Notification

City of San Fernando 2015 Urban Water Management Plan



March 30, 2016

Ms. Gail Farber, Director
Los Angeles County Department of Public Works
900 N. Fremont Avenue
Alhambra, CA 91803

RE: Notice of Preparation of the City of San Fernando's 2015 Urban Water Management Plan

Dear Ms. Farber:


In accordance with the State of California Urban Water Management Act, this notice is to advise you that the City of San Fernando is preparing the 2015 update to its *Urban Water Management Plan* (UWMP). A public hearing is tentatively scheduled for Monday, June 20, 2016 at 6:00 P.M. and held in the City of San Fernando City Council Chambers, 117 Macneil Street, and at which time and place, any and all interested persons may appear and be heard thereon with respect to this 2015 update.

Another notice will be sent two weeks prior to the actual public hearing date.

A copy of the draft 2015 UWMP will be available two weeks prior to the public hearing, for your review at the City Clerk's Office, San Fernando City Hall or at the County of Los Angeles San Fernando Public Library at 217 North Maclay Avenue, San Fernando, California 91340. The UWMP may also be viewed on the City's website: <http://www.ci.san-fernando.ca.us>.

Should you have any questions regarding any of the aforementioned, you may contact me at (818) 898-1222.

Sincerely,



Patsy Orozco,
Civil Engineering Assistant II



March 30, 2016

Mr. Ron Nichols, General Manager
City of Los Angeles
Department of Water and Power
111 N. Hope Street, Room 15th Floor
Los Angeles, CA 90012

RE: Notice of Preparation of the City of San Fernando's 2015 Urban Water Management Plan

Dear Mr. Nichols:

In accordance with the State of California Urban Water Management Act, this notice is to advise you that the City of San Fernando is preparing the 2015 update to its *Urban Water Management Plan* (UWMP). A public hearing is tentatively scheduled for Monday, June 20, 2016 at 6:00 P.M. and held in the City of San Fernando City Council Chambers, 117 Macneil Street, and at which time and place, any and all interested persons may appear and be heard thereon with respect to this 2015 update.

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Should you have any questions regarding any of the aforementioned, you may contact me at (818) 898-1222.

Sincerely,

Patsy Orozco,
Civil Engineering Assistant II



**NOTICE OF A
PUBLIC HEARING
BEFORE THE SAN FERNANDO CITY COUNCIL**

NOTICE IS HEREBY GIVEN that the City Council of the City of San Fernando will hold a Public Hearing to consider the adoption of the Urban Water Management Plan 2015.

All those wishing to testify for or against are requested to be present at the regular meeting of the City of San Fernando City Council.

The time, date, and place of the Public Hearing is as follows:

DATE:	Monday, June 20, 2016
TIME:	6:00 p.m.
LOCATION:	Council Chambers, 117 Macneil Street, San Fernando, CA 91340

A copy of the Draft Urban Water Management Plan 2015 is on file in the Office of the City Clerk for public review.

Dated: May 19, 2016

Your Return Mailing Address

Name: **San Fernando Sun**
Address: **601 S. Brand Blvd. Suite 202**
City: **San Fernando** State **CA** zip code: **91340**

1st Proof of Publication –

(2015.5 C.C.P.)

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

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

San Fernando Valley Sun

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

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

Under the date of 8-16, 1945

Case Number 503894

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

06/02/16

all in the year 2016. I certify (or declare) under penalty of perjury that the foregoing is true and correct. Dated at San Fernando California,

this 2nd day of **June, 2016**

Signature,



YESENIA GALVAN
SAN FERNANDO VALLEY SUN
601 S. BRAND BLVD., SUITE 202
SAN FERNANDO, CA 91340

**NOTICE OF A
PUBLIC HEARING
BEFORE THE SAN FERNANDO
CITY COUNCIL**

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All those wishing to testify for or against are requested to be present at the regular meeting of the City of San Fernando City Council.

The time, date, and place of the Public Hearing is as follows:

DATE: Monday, June 20, 2016

TIME: 8:00 p.m.

LOCATION: Council Chambers,
117 Macneil Street, San Fernando,
CA 91340

A copy of the Draft Urban Water Management Plan 2015 is on file in the Office of the City Clerk for public review.

Dated: May 19, 2016
Publish: 6/2 & 6/9/16
L11518



Appendix F: Water and Sewer Rates

City of San Fernando 2015 Urban Water Management Plan

ORDINANCE NO. 1613

AN ORDINANCE OF THE CITY OF SAN FERNANDO AMENDING DIVISION 3 OF ARTICLE III OF CHAPTER 94 OF THE SAN FERNANDO CITY CODE RELATING TO WATER UTILITY SERVICE CHARGES

The City Council of the City of San Fernando does hereby ordain as follows:

SECTION 1. Section 94-261 (“Quantity water charges and service charges by meter size”) of Division 3 (“Rates and Charges”) of Article III (“Water”) of Chapter 94 (“Utilities”) of the San Fernando City Code is hereby amended to read as follows:

“Sec. 94-261. – Water service charges.

The following commodity charge and fixed service charge are established and shall be charged and collected by the city for all water sold, supplied, distributed, or transported to or for consumers situated in the city and shall be applicable to all metered water within the city for which no other rate is specified:

Commodity Charge. The commodity charge per meter shall be as follows:

Description	FY 2012-2013	FY 2013-2014	FY 2014-2015	FY 2015-2016	FY 2016-2017
Residential					
Block 1 Rate per hcf (0-9 hcf)	\$ 0.89	\$ 1.00	\$ 1.11	\$ 1.20	\$ 1.31
Block 2 Rate per hcf (10-18 hcf)	1.81	2.04	2.25	2.45	2.67
Block 3 Rate per hcf (18+ hcf)	2.42	2.72	3.00	3.27	3.56
Non-Residential	1.62	1.82	2.00	2.18	2.38

Sources: City of San Fernando; Willdan Financial Services.

Fixed Service Charge. The commodity charge set forth above shall be added to the fixed service charge set forth below:

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
<u>CUSTOMER COSTS</u>					
Total Customer Costs	\$ 422,031	\$ 474,407	\$ 522,275	\$ 574,972	\$ 632,987
Number of Accts	4,731	4,779	4,826	4,875	4,923
Monthly Customer Cost Charge per Account	\$ 14.87	\$ 16.55	\$ 18.04	\$ 19.66	\$ 21.43

<u>METER AND SERVICES COSTS</u>					
Total Meter and Services Costs	\$ 546,651	\$ 614,492	\$ 676,494	\$ 744,753	\$ 819,898
Number of Equivalent Meters	7,416	7,490	7,565	7,640	7,717
Monthly Meter Charge per 5/8" - 3/4" Meter	\$ 12.29	\$ 13.67	\$ 14.90	\$ 16.25	\$ 17.71

Meter Size	AWWA Equivalent Meter Factor							
5/8", 3/4"	1.0	\$	12.29	\$	13.67	\$	14.90	\$ 16.25 \$ 17.71
1"	2.5		30.72		34.19		37.26	40.62 44.27
1 1/2"	5.0		61.43		68.37		74.52	81.23 88.54
2"	8.0		98.29		109.39		119.24	129.97 141.67
3"	16.0		196.58		218.78		238.48	259.94 283.33
4"	25.0		307.15		341.85		372.62	406.15 442.71
6"	50.0		614.30		683.70		745.23	812.31 885.41

TOTAL COMBINED MONTHLY FIXED CHARGE

Meter Size	AWWA Equivalent Meter Factor							
5/8", 3/4"	1.0	\$	27.15	\$	30.22	\$	32.94	\$ 35.90 \$ 37.37
1"	2.5		45.58		50.73		55.30	60.27 63.93
1 1/2"	5.0		76.30		84.92		92.56	100.89 108.20
2"	8.0		113.16		125.94		137.27	149.63 161.32
3"	16.0		211.44		235.33		256.51	279.60 302.99
4"	25.0		322.02		358.40		390.65	425.81 462.37
6"	50.0		629.17		700.25		763.27	831.96 905.07

Sources: City of San Fernando; Willdan Financial Services.

SECTION 2. Section 94-262 ("Lifeline rate") of Division 3 ("Rates and Charges") Article III ("Water") of Chapter 94 ("Utilities") of the San Fernando City Code is hereby deleted in its entirety.

SECTION 3. Section 94-264 ("Purchased water adjustment") of Division 3 ("Rates and Charges") of Article III ("Water") of Chapter 94 ("Utilities") of the San Fernando City Code is hereby amended to read as follows:

"Sec. 94-264. – Purchased water adjustment.

(a) Beginning July 1, 2012 and for each fiscal year through June 30, 2017, the commodity charges specified in section 94-261 shall be subject to an overriding unit adjustment to be applied to each 100 cubic feet of water sales to reflect changes in the cost of purchased water as defined in this section.

(b) Determination of the overriding unit adjustment shall be made from city accounting records six times yearly for each of the 12-calendar-month periods ending with January 31, March 31, May 31, July 31, September 30, and November 30 as follows: The annual cost of all water purchased for distribution by the city shall be divided by the division's total water sales (in units of one hundred cubic feet HCF) for the same 12-month period. The quotient so obtained shall be expressed to the nearest \$0.0001 per HCF of water and shall be multiplied

by all units of one hundred cubic feet of water sales as shown on customer billings for a period of water use regularly scheduled to end within the second and third billing months following the 12-month period used for the unit adjustment computation. The resultant product in each case shall be expressed to the nearest \$0.01 and, unless otherwise provided therein, shall be the total overriding adjustment to be added to each water service billing.

(c) Cost of purchased water shall include the total cost to the city of all water delivered to the division's system from the metropolitan water district or other suppliers. Reimbursements received by the city for purchased water costs which are or have been included in the calculation of the overriding unit adjustment shall be included as a credit in the determination of the cost of purchased water for the month in which such reimbursement is received."

SECTION 4. Section 94-270 ("Annual increase") of Division 3 ("Rates and Charges") of Article III ("Water") of Chapter 94 ("Utilities") of the San Fernando City Code is hereby amended to read as follows:

"Sec. 94-270. – Annual increase.

(a) On July 1, 1993 and on July 1 of each year thereafter, the then-existing rates imposed under this article, sections 94-265, 94-267 and 94-268, shall automatically increase by the percentage increase, if any, in the Consumer Price Index for all Urban Consumers for Los Angeles—Anaheim—Riverside (1982-84 equals 100) as published by the United States Department of Labor, Bureau of Labor Statistics ("index"), rounded to the nearest cent. The increases shall be cumulative. In determining the percentage increase, the index for the month of May immediately preceding the adjustment date shall be compared with the index for the like month of the previous year. In no event, however, shall the rates imposed be adjusted downward to reflect a percentage decrease in the index.

(b) On July 1, 2016, the then-existing rates imposed under this article, section 94-261, shall automatically increase by the percentage increase, if any, in the Consumer Price Index for all Urban Consumers for Los Angeles—Anaheim—Riverside (1982-84 equals 100) as published by the United States Department of Labor, Bureau of Labor Statistics ("index"), rounded to the nearest cent. The increases shall be cumulative. In determining the percentage increase, the index for the month of May immediately preceding the adjustment date shall be compared with the index for the like month of the previous year. In no event, however, shall the rates imposed be adjusted downward to reflect a percentage decrease in the index."

SECTION 5. The City Council is taking action only on those fees charges that have been amended. All charges not modified herein shall continue and remain in effect unless and until modified by resolution or other action of the City Council.

SECTION 6. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, paragraph, sentence,

clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 7. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

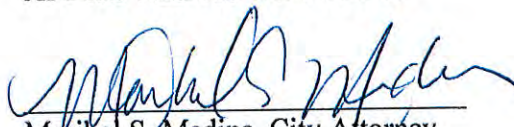
PASSED, APPROVED, and ADOPTED at a regular meeting held on this 7th day of May, 2012.


Brenda Esqueda, Mayor

ATTEST:


Elena G. Chávez, City Clerk

APPROVED AS TO FORM:


Maribel S. Medina, 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 7th day of May, 2012 and was carried by the following roll call vote:

AYES: Lopez, De La Torre, Ballin, Hernández – 4

NOES: None

ABSENT: Esqueda – 1

ABSTAIN: None


Elena G. Chávez, City Clerk

ORDINANCE NO. 1614

AN ORDINANCE OF THE CITY OF SAN FERNANDO AMENDING DIVISION 2 OF ARTICLE II OF CHAPTER 94 OF THE SAN FERNANDO CITY CODE RELATING TO SEWERS AND SEWER DISPOSAL UTILITY SERVICE CHARGES

The City Council of the City of San Fernando does hereby ordain as follows:

SECTION 1. Section 94-66 ("Sewer service charges generally") of Division 2 ("Rates and Charges") of Article II ("Sewers and Sewage Disposal") of Chapter 94 ("Utilities") of the San Fernando City Code is hereby amended to read as follows:

"Sec. 94-66. – Sewer service and use charges.

The following sewer service and use charges are established and shall be charged and collected by the city for all services furnished in connection with its sanitary sewer system. Such sewer service and use charges shall be applied to or for each premises which is connected, directly or indirectly, to the sanitary sewer system or any part thereof for each premises from which any sewage is conveyed or discharged directly or indirectly into the sanitary sewer system. The amount of sewer service and use charges for each premises shall be the sum of the base fee and the unit cost per hundred cubic feet of water used as follows:

Customer Class	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17
Residential	\$ 28.32	\$ 31.15	\$ 32.70	\$ 32.70	\$ 32.70
Group II Commercial	16.30	17.93	18.83	18.83	18.83
Group III Commercial	16.30	17.93	18.83	18.83	18.83
Group IV Commercial	16.30	17.93	18.83	18.83	18.83
City Property	16.30	17.93	18.83	18.83	18.83
Industrial	16.30	17.93	18.83	18.83	18.83
Schools	16.30	17.93	18.83	18.83	18.83
Higher Education	16.30	17.93	18.83	18.83	18.83

Unit Cost for (\$/HCF) Water Used

Customer Class	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17
Group II Commercial	\$ 1.63	\$ 1.80	\$ 1.89	\$ 1.89	\$ 1.89
Group III Commercial	2.63	2.90	3.04	3.04	3.04
Group IV Commercial	3.94	4.35	4.57	4.57	4.57
City Property	1.25	1.37	1.44	1.44	1.44
Industrial	1.25	1.37	1.44	1.44	1.44
Schools ¹	1.11	1.22	1.28	1.28	1.28
Higher Education ¹	1.11	1.22	1.28	1.28	1.28

¹ Charge per student (ADA).

SECTION 2. Section 94-69 ("Annual amendment to charges based on Consumer Price Index") of Division 2 ("Rates and Charges") of Article II ("Sewers and Sewage Disposal") of Chapter 94 ("Utilities") of the San Fernando City Code is hereby amended to read as follows:

"Sec. 94-69. – Annual increase.

(a) On July 1, 1993 and on July 1 of each year thereafter, the charges imposed under section 94-61 shall automatically increase by the percentage increase, if any, in the Consumer Price Index for all Urban Consumers for Los Angeles—Anaheim—Riverside (1982-84 equals 100) as published by the United States Department of Labor, Bureau of Labor Statistics ("index"), rounded to the nearest cent. The increases shall be cumulative. In determining the percentage increase, the index for the month of May immediately preceding the adjustment date shall be compared with the index for the like month of the previous year. In no event, however, shall the rates imposed be adjusted downward to reflect a percentage decrease in the index.

(b) Commencing on July 1, 2015 and on July 1, 2016 and July 1, 2017, the charges imposed under this article, section 94-66, shall automatically increase by the percentage increase, if any, in the Consumer Price Index for all Urban Consumers for Los Angeles—Anaheim—Riverside (1982-84 equals 100) as published by the United States Department of Labor, Bureau of Labor Statistics ("index"), rounded to the nearest cent. The increases shall be cumulative. In determining the percentage increase, the index for the month of May immediately preceding the adjustment date shall be compared with the index for the like month of the previous year. In no event, however, shall the rates imposed be adjusted downward to reflect a percentage decrease in the index."

SECTION 3. The City Council is taking action only on those fees charges that have been amended. All charges not modified herein shall continue and remain in effect unless and until modified by resolution or other action of the City Council.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION 5. The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 7th day of May, 2012.

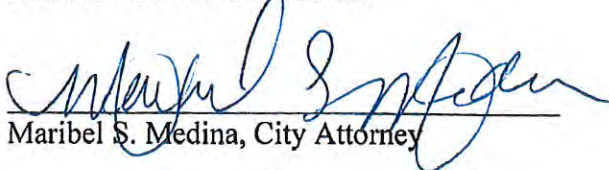

Brenda Esqueda, Mayor

ATTEST:



Elena G. Chávez, City Clerk

APPROVED AS TO FORM:



Maribel S. Medina, City Attorney

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

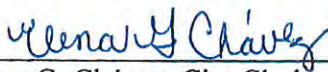
I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 7th day of May 2012 and was carried by the following roll call vote:

AYES: Lopez, De La Torre, Ballin, Hernández – 4

NOES: None

ABSENT: Esqueda – 1

ABSTAIN: None



Elena G. Chávez, City Clerk



Appendix G: City Ordinance No. 1638

City of San Fernando 2015 Urban Water Management Plan

DIVISION 4. - WATER CONSERVATION**FOOTNOTE(S):**

--- (2) ---

Editor's note— Ord. No. 1638, § 1, adopted Oct. 20, 2014, repealed former Div. 4, §§ 94-296—94-303, in its entirety and enacted new provisions numbered as §§ 94-295—94-306. In order to avoid conflicts in section numbering the editor has renumbered the provisions added by Ord. No. 1638 as herein set out. Former Div. 4 pertained to water wastage and derived from the Code of 1957, §§ 28.9—28.15.

Sec. 94-281. - Purpose.

Upon declaration by the city council that a water shortage emergency exists, this plan shall be implemented to provide a vehicle to protect the public peace, health and safety by significantly and equitably reducing the consumption of potable water over an extended period. The plan shall remain in effect until the city council declares the water shortage emergency has ended.

(Ord. No. 1638, § 1, 10-20-2014)

Sec. 94-282. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Person means any individual, firm, partnership, association, company or organization of any kind.

Water means water supplied by the city.

(Ord. No. 1638, § 1, 10-20-2014)

Cross reference— Definitions generally, § 1-2.**Sec. 94-283. - Applicability.**

This division shall apply to all persons using water in this city, regardless of whether any person using water shall have a contract for water service.

(Ord. No. 1638, § 1, 10-20-2014)

Sec. 94-284. - Reclamation wastewater system required for carwashes.

All carwashes shall be constructed with a wastewater reclamation system approved by the public works director. No carwash shall be exempted pursuant to section 94-289 from the requirements of this section.

(Ord. No. 1638, § 1, 10-20-2014)

Sec. 94-285. - Phase I water shortage (voluntary conservation).

(a) A phase I shortage shall be declared when the city determines that a shortage of up to ten percent will occur in water supplies.

(b) All elements of section 94-288 (Prohibitions) shall apply in phase I on a voluntary basis only.

(Ord. No. 1638, § 1, 10-20-2014)

Sec. 94-286. - Phase II water shortage (mandatory conservation).

- (a) A phase II shortage shall be declared when the city determines that a shortage of up to 20 percent will occur in water supplies.
- (b) All elements of section 94-288 (Prohibitions) shall apply in phase II on a mandatory basis.
(Ord. No. 1638, § 1, 10-20-2014)

Sec. 94-287. - Phase III water shortage (mandatory conservation).

- (a) A phase III shortage shall be declared when the city determines that a shortage above 20 percent will occur in water supplies.
- (b) All elements of section 94-288 (Prohibitions) shall apply in phase III on a mandatory basis except that:

- (1) Restrictions on watering lawns, landscaped or other turf areas shall be modified to prohibit watering more often than every third day in a schedule to be set by the public works director, with watering only during the hours of 5:00 p.m. and 10:00 a.m.;
- (2) Commercial nurseries and other water-dependent industries shall be prohibited from watering lawn, landscaped and other turf areas more often than every third day on a schedule to be determined by the public works director, and shall water only during the hours between 5:00 p.m. and 10:00 a.m.
- (3) Water used on a one-time basis for purposes such as construction and dust control, shall be limited to that quantity identified in a plan submitted by the user which describes water use requirements. The plan shall be submitted to the city for approval. Water sources other than potable water shall be utilized where available;
- (4) The use of water from fire hydrants shall be limited to fire fighting and related activities and other uses of water for municipal purposes shall be limited to activities necessary to maintain the public health, safety and welfare.

(Ord. No. 1638, § 1, 10-20-2014)

Sec. 94-288. - Prohibitions.

- (a) *Gutter flooding.* No person shall cause or permit any water furnished to any property within the city to run or to escape from any hose, pipe, valve, faucet, sprinkler or irrigation device into any gutter or otherwise to escape from the property if such running or escaping can reasonably be prevented.
- (b) *Washing hard-surfaced areas.* No person shall use any water furnished to any property within the city to wash sidewalks, walks, driveways and parking lots by hosing.
- (c) *Irrigation.* No person shall water or irrigate any shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens, vegetables, flowers or other vegetation between the hours of 10:00 a.m. and 5:00 p.m. No water users shall cause or allow the water to run off landscaped areas into adjoining streets, sidewalks or other paved areas due to incorrectly directed or maintained sprinklers or excessive watering.
- (d) *Ornamental facilities.* No person shall refill any fountain, pool or other facility containing water solely for ornamental purposes emptied during the effectiveness of this division.
- (e) *Leaks.* No person shall permit leaks of water which he has the authority to eliminate.
- (f) *Restaurants.* Restaurants shall only serve water to customers upon request.
- (g) *Washing vehicles.* Washing of motor vehicles, trailers, boats and other types of equipment shall be done only with a hand-held bucket or a hose equipped with a positive shutoff nozzle for quick rinses, except that washing may be done with reclaimed wastewater, or by a commercial car wash using recycled water.
- (h) All lawns, landscaped or other turf area shall be watered not more often than every other day and with watering only during the hours between 5:00 p.m. and 10:00 a.m., with even-numbered addresses

watering on even-numbered days of the month and odd-numbered addresses watering on odd-numbered days of the month. This provision shall apply to residential, commercial, industrial and public agencies but shall not apply to commercial nurseries, golf courses and other water-dependent industries.

- (i) *Wasting generally.* No person shall cause or permit water under his control to be wasted.
(Ord. No. 1638, § 1, 10-20-2014)

Sec. 94-289. - Exemptions.

- (a) *Permit.* A person may be exempted from application of this division to a certain type of use if the city's public works director issues a permit allowing such use and if such permit issuance is based on a finding that enforcement of the applicable restriction would either:
 - (1) Cause an unnecessary and undue hardship to the applicant or the public; or
 - (2) Cause or threaten an emergency condition affecting the health, sanitation, fire protection or safety of the applicant or the public.
- (b) *Conservation devices.* The public works director may require the use of such water conservation devices or practices as he deems appropriate as a condition of the exemption permit. He shall promulgate a list of approved devices.
(Ord. No. 1638, § 1, 10-20-2014)

Sec. 94-290. - Enforcement.

- (a) The public works director, the fire chief, police chief, water superintendent, or designee have the duty and are authorized to enforce this division and shall have all the powers and authority contained in Penal Code § 836.5, including the power to issue written notice to appear.
- (b) Each law enforcement officer shall, in connection with his duties imposed by law, diligently enforce this division.
(Ord. No. 1638, § 1, 10-20-2014)

Sec. 94-291. - Remedies; penalties.

- (a) *Notice of violation; procedure upon failure to correct.* Prior to enforcement pursuant to section 94-290, any person who is suspected of violating this division shall be given a preliminary notice in writing of such violation, with the description of violation set forth in such preliminary notice. The person shall have 24 hours to correct the violation or terminate the use. If the violation is not corrected or the use terminated, the water division may forthwith either:
 - (1) Disconnect service;
 - (2) Install flow-restricting devices restricting water service; or
 - (3) Order issuance of a second preliminary notice.

Service disconnected or restricted pursuant to subsection (a)(1) or (2) of this section shall be restored only upon payment of the turn-on and other charges fixed by this article or the rules and regulations of the water division.

- (b) *Penalties.* Any person who has received a preliminary notice of violation of a particular section of this division and against whom the water division has taken action pursuant to this section and who has not corrected or terminated the use or at a subsequent time violates the same section of this division, regardless of whether the type of use was previously specified in any preliminary notice of violation, shall be:
 - (1) Issued an administrative citation as described in the city's comprehensive fee schedule; or

- (2) Guilty of a misdemeanor, punishable as provided in section 1-10. Each day any violation of this division is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(Ord. No. 1638, § 1, 10-20-2014)

Sec. 94-292. - Conflict with state law.

This division shall be inoperative to the extent any regulations and restrictions adopted pursuant to Water Code §§ 350—359 conflict.

(Ord. No. 1638, § 1, 10-20-2014)

Secs. 2-293—2-303. - Reserved.



Appendix H: Sylmar Basin Safe Yield, 5 Year Reassessment

City of San Fernando 2015 Urban Water Management Plan

UPPER LOS ANGELES RIVER AREA WATERMASTER

RICHARD C. SLADE – WATERMASTER

Re: City of Los Angeles vs. City of San Fernando, et. al.
Case No. 650079 – County of Los Angeles

July 31, 2012

To: Mr. Ron Ruiz
Public Works Director
City of San Fernando
117 MacNeil Street
San Fernando, CA 91340-2993

Job No. 500-LAS10

Mr. Milad Taghavi
Assistant Director of Water Quality,
Los Angeles Department of Water and Power
111 N. Hope Street
Los Angeles, CA 90012

Re: Final Report –
Sylmar Basin Safe Yield, 5-Year Re-assessment

In order to comply with an approximate 5-year timing requirement for an updated assessment of the safe yield of the Sylmar Groundwater Basin, I have prepared this final report, along with its tables and figures, to document my current re-assessment of the safe yield value for this basin. This final report includes: an initial discussion in the Background section of key documents prepared for the Final ULARA Judgment of January 26, 1979 and of other key documents prepared by the two prior ULARA Watermasters; a discussion of the construction of two groundwater monitoring wells drilled at/near the Sylmar notch by the City of San Fernando; my analysis of numerous water level hydrographs prepared for several water wells owned by Los Angeles and San Fernando in the basin; and my findings and conclusions regarding this updated assessment of the safe yield of Sylmar Basin.

This 5-year assessment of the safe yield of Sylmar Basin (including analyses of available data) has been prepared by the Watermaster with the assistance of key support services by Mr. Anthony Hicke, Assistant to the Watermaster and a senior groundwater geologist with Richard C. Slade & Associates LLC, Consulting Groundwater Geologists. A copy of the Final Updated Draft of this report has been previously reviewed and approved by key representatives of the cities of Los Angeles and San Fernando, and by Mr. Melvin Blevins, Consultant to the Watermaster.

BACKGROUND

The following paragraphs list the documents reviewed for this updated assessment, and summarizes the principal findings and conclusions of each in regard to the safe yield of the Sylmar Groundwater Basin.

UPPER LOS ANGELES RIVER AREA WATERMASTER

Final Report –
Sylmar Basin Safe Yield
5-Year Re-assessment
July 2012

1. ULARA Judgment Subsection 4.2.4 of Section 4 “Declaration Re: Geology and Hydrology” of the 1979-dated ULARA Judgment originally established the safe yield of the Sylmar Groundwater Basin to be 6,210 acre feet per year (AF/yr) for the 1964-65 Water Year. Further, Subsection 4.2.5 “Separate Basins – Separate Rights” in the Judgment stated that “the rights of the parties to extract groundwater within ULARA are separate and distinct...” Originally, and at the time of the 1979 Judgment, the Sylmar Basin “[was] not in overdraft” (subsection 4.2.6.2 “Sylmar Basin”). The Judgment defined overdraft to be “a condition which exists when the total annual extractions of groundwater from a basin exceed its safe yield, and when any temporary surplus has been removed” (Section 2 “Definitions and Attachments”).

2. August 26, 1983 Watermaster Letter to Court

According to an August 26, 1983 letter from then ULARA Watermaster, Melvin Blevins, to the Superior Court (Honorable Harry L. Hupp, presiding), the Watermaster is to notify the Court and parties concerned in the event the San Fernando Groundwater Basin entered a condition of overdraft (Section 10.2 of the Final Judgment). Further, in this same letter, the then-Watermaster opined that the Sylmar Basin “is in a condition of overdraft ...based on the hydrologic data available for the past ten years and the present rate of groundwater extractions.”

Section 7 “Continuing Jurisdiction” and in particular subsections 7.1 “Jurisdiction Reserved”, allows the Court to retain jurisdiction to enforce the 1979-dated Judgment in Case No. 650079, City of Los Angeles vs City of San Fernando, et al. As the then-Watermaster, Mr. Blevins further stated in this letter to the Court that the Watermaster [including the current ULARA Watermaster, Richard C. Slade] has the [ongoing] responsibility of assisting the Court in the administration and enforcement of the Judgment, and also in the reporting of changed hydrologic conditions within the Sylmar Basin (the Watermaster’s assistance and enforcement actions are described in Section 8 “Watermaster” and Section 10 “Miscellaneous Provisions” of the 1979 Judgment).

In this August 26, 1983 letter to the Court, Mr. Blevins stated that the “annual extraction of the groundwater in the Basin has exceeded this Safe Yield value in ten of the last 11 years [water years] 1971-72 through 1981-82.” Specifically, the “cumulative withdrawal from the groundwater storage has exceeded the Safe Yield by approximately 4,700 acre-feet”; a key table showing groundwater extractions was attached to that 1983 letter to document groundwater extractions of the parties at that time.

Mr. Blevins also noted that “it was uncertain at the date of the 1979 Judgment as to how much ‘temporary surplus’ was available in [Sylmar Basin], even though extractions have exceeded the Safe Yield continuously for the period 1971-72 through 1978-79.” From 1979

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July 2012

to 1981-82, the August 26, 1983 letter stated that "...approximately 2,700 acre-feet of groundwater have been extracted in excess of the Safe Yield value. This amount came from the temporary surplus. In my opinion, the temporary surplus has been exhausted and overdraft has begun [in Sylmar Basin]."

To help document his opinion, Mr. Blevins noted (pg. 2, August 26 1983 letter) that water levels in this basin have declined an average of 3 feet per year for the past 11 water years (1971-72 through 1981-82), although "water levels have shown an upward trend in recent years due to above-normal rainfall".

Finally, the August 26, 1983 letter (pgs. 2 and 3) to the Court by Mr. Blevins discussed then-recent groundwater extractions by the parties from the Sylmar Basin. Specifically, for the 14-year period 1968-69 through 1981-82, those extractions by all parties averaged 6,450 AF/yr. Virtually all of those extractions during that 14-year period were by the cities of Los Angeles and San Fernando. Total extractions for a then more-recent period (1978-79 through 1981-82) were noted in that letter to have averaged 6,885 AF/yr; Mr. Blevins stated that this average value was "675 AF/yr in excess of the Safe Yield value [that safe yield value was 6,210 AF/yr for the entire Sylmar Basin].

As an added conclusion to this referenced letter, Mr. Blevins opined (pg. 3) that "pumping in excess of Safe Yield at recent rates [annual volumes] [and] for a short period of time (5 to 10 years) would not be adverse to the basin. "However, eventually the total pumping should be reduced to the Safe Yield value of 6,210 AF/yr. "It may even be necessary to re-evaluate the Safe Yield value, in the event that parties in the basin feel that the number has changed."

A table titled "Sylmar Basin Groundwater Extractions" was appended to the August 26, 1983 letter by Mr. Blevins; data provided thereon were for all parties for the period 1968-69 through 1981-82. Review of that table revealed that total groundwater extractions from Sylmar Basin by all parties during that time period ranged from a low of 4,836 AF in 1970-71 to a high of 7,497 AF in 1980-81; other years of high production were 7,232 AF in 1977-78 and 7,164 AF in 1978-79. Further review of those tabulated values revealed that for the 7-year period of 1977-78 through 1983-84, average annual groundwater extractions by the 2 cities were 6,852 AF from Sylmar Basin.

3. October 1, 1984 Superior Court Stipulation

As a result of the above-referenced letter to the Court from Mr. Blevins, and in a Stipulation and Order to the Sylmar Basin Pursuant to Section 10.2 of the ULARA Judgment, Judge Harry L. Hupp, Judge of the Superior Court, wrote that the Court "has determined that pumping from the Sylmar Basin shall be reduced to the Safe Yield (6,210 AF/yr at present) of the basin, effective October 1, 1984"; the actual Court order was signed March 22, 1984 by Judge Hupp. The cities of Los Angeles and San Fernando were again noted to each have a

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July 2012

right of 3,105 AF/yr of groundwater from this basin. Paragraph 7 of this Court Stipulation stated that in order to “provide for water shortages due to unusual circumstances, such as weather conditions or water system operational problems, Los Angeles and San Fernando shall [each] have the right in any year to over-extract from the Sylmar Basin an amount not to exceed 10 percent [about 310 AF/yr, under their then-current Safe Yield value] of then-allowed pumping. “The 10 percent annual over-extraction may continue from year to year, accumulatively not to exceed 1,000 acre-feet for each city, so long as the unusual circumstances persist.”

4. March 29, 2006 Watermaster Letter

In a March 29, 2006 letter to Mr. Ronald Ruiz of the City of San Fernando and Mr. Thomas M. Erb of the City of Los Angeles Department of Water & Power, the then-ULARA Watermaster Mr. Mark Mackowski discussed the Sylmar Basin and provided his re-evaluation of the safe yield of this groundwater basin. The letter re-stated the following key information for Sylmar Basin:

- The original 1979 Judgment established the safe yield to be 6,210 AF/yr.
- The former Watermaster, Mr. Melvin Blevins, recommended in a letter to the Court, dated August 25, 1983, that the Sylmar Basin was in a condition of overdraft; a Stipulation was entered by the Court on March 22, 1984 acknowledging this overdraft and also limiting the pumping by the cities of Los Angeles and San Fernando to 3,105 AF/yr each (total, 6,210 AF/yr from the whole basin).
- In 1996, based on a motion by the City of San Fernando, the then-Watermaster Mr. Blevins reviewed the safe yield calculations for Sylmar Basin and recommended temporarily increasing its safe yield to 3,255 AF/yr for each city (6,510 AF/yr of total pumping by both cities); this period of temporary increase was to expire in 10 years (on or about October 1, 2005).

Based on the above, the March 29, 2006 Watermaster letter from Mr. Mackowski then stated that he had recently retained former Watermaster Mr. Blevins (serving as “Watermaster Consultant” to Mr. Mackowski) to perform another re-evaluation of the safe yield of Sylmar Basin. That re-evaluation was to use the same methodology as had been used by the State Water Rights Board during its preparation of the Report of Referee; this methodology was also used for the subsequent update by Bookman-Edmonston for the Court (this latter update was presented in Court Exhibit GB-1). The 2006 updated re-evaluation by Mr. Blevins, a copy of which was appended to the March 29, 2006 letter by then-Watermaster Mr. Mackowski, concluded that the safe yield of Sylmar Basin could be temporarily increased (with certain restrictions) to a total of 6,810 AF/yr (3,405 AF/yr for each of the two municipal-supply purveyors).

Notably, the letter by Mr. Mackowski stated there are “certain significant uncertainties and limitations” related to the updated safe yield re-evaluation by his consultant Mr. Blevins in 2006, including:

UPPER LOS ANGELES RIVER AREA WATERMASTER

Final Report –
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- a. The import return flow value of 35.7%, as defined for Sylmar Basin in the Judgment, Subsection 5.2.2.1 ("Rights to Recapture Import Return Waters"), was once again used by Mr. Mackowski to calculate the amount of delivered imported water that was considered to be capable of deep percolating back into the groundwater basin as return flow. However, for the first time, an acting Watermaster acknowledged that this value was possibly "too large"; Mr. Mackowski did use this same value again in his 2006 re-evaluation "to be consistent" with all former safe yield evaluations and "to provide a direct comparison" with those prior calculations.
- b. The 2006 re-evaluation by Watermaster Consultant Mr. Blevins used a combined groundwater "underflow through the Sylmar and Pacoima notches of 540 AF/yr, rather than 560 AF/yr as stated in the Report of Referee."
- c. The 2006 letter acknowledged that "it is difficult, if not impossible, to accurately calculate [groundwater in] storage in a confined or semi-confined aquifer system such as [exists in] the Sylmar Basin." In essence, water wells in this basin were recognized to be perforated in the confined aquifers of the Saugus Formation, and, as a result, this 2006 letter stated that hydrographs of water levels in these wells "do not directly reflect change in [the volume of groundwater in] storage, which is needed to perform an accurate safe yield evaluation."
- d. There "are few available non-pumping monitoring wells with long-term hydrographs in the Sylmar Basin that can be used for determining change in [the groundwater in] storage over the past 10 years. "We have partly based our recommendation to increase the safe yield on just one recent well hydrograph (4840B)"; this well number is recognized to be LADWP Mission Well No. 2 (refer to location on Figure 1B).
- e. "The actual amount of underflow [subsurface flow of groundwater in the alluvium] through the subsurface Sylmar Notch and Pacoima Notch is not known. "To determine Safe Yield accurately, it is necessary to know how much water [groundwater] is leaving the basin from both pumping and underflow." The Report of Referee calculated the total loss through the [two] notches to be an average of 560 AF/yr, but this value needs to be confirmed."
- f. "Stored water credits [in Sylmar Basin, for both cities] amount to a total of 8,787 AF as of October 1, 2005." There is a legal claim on this water and we do not know how long this basin would respond if the Stored Water Credits were pumped over a relatively short period of time."

The following two recommendations were also provided in this referenced March 29, 2006 letter by Mr. Mackowski, as caveats to his recommendation to increase the total safe yield of Sylmar Basin to 6,810 AF/yr (3,405 AF/yr for each city). These caveats were as follows:

- The Watermaster shall have the authority to perform a safe yield re-evaluation at any time, if, in his judgment, "the basin is being adversely affected by the [latest] temporary increase in Safe Yield." In any event, another Safe Yield re-evaluation shall be

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performed no later than five years after the beginning of the temporary increase to 6,810 AF/yr.”

- “Two shallow [groundwater] monitoring wells shall be placed near each of the notches (four wells total) to measure water level elevations and gradients so that subsurface flow through the notches can be calculated and monitored. “There may be existing wells that could be utilized for this purpose, which would reduce the number of new wells needed.”

5. Court Stipulation, Executed October 11, 2006

A new “Stipulation Between the Cities of San Fernando and Los Angeles regarding the safe yield of the Sylmar Basin...” was executed by the Superior Court on October 11, 2006, Judge Susan Bryant-Deason presiding, as a result of the March 29 2006-dated letter from then-Watermaster Mr. Mackowski; this is the letter to which was appended the March, 2006-dated “Sylmar Basin Safe Yield Re-Evaluation” by Mr. Blevins, Watermaster Consultant. This particular Court stipulation, among other items, acknowledged the latest safe yield re-evaluation value of 6,810 AF/yr (total, for both cities), mentioned that the parties “agree to work with” the Watermaster [Mr. Mackowski] in locating, installing, and funding a total of four (4) shallow monitoring wells in the Sylmar Basin...”, and stated that a “recalculation of the safe yield can be requested by any Party in the event such recalculation appears to be necessary... “In addition, another safe yield re-evaluation shall be performed within five years after the adoption of this Stipulation, and as otherwise requested by the Watermaster.”

FINDINGS

Hydrogeology of the Sylmar Basin

Based upon the Report of Referee and the 1979 Judgment, the Sylmar Basin is the northernmost of the four groundwater basins in ULARA. Ground surface boundaries of this basin have been taken to be: the San Gabriel Mountains on the north and east; a topographic divide in the valley fill (alluvium) on the west between the Mission Hills and the San Gabriel Mountains; the Mission Hills on the southwest; the Saugus Formation on the east along the east bank of the Pacoima Wash; and the eroded south limb of the Little Tujunga syncline (and perhaps a fault also) on the south. Figure 1A “Well Location Map, Sylmar Basin” has been adapted from Attachment “A” in the 1979-dated Judgment to show the ground surface boundaries of the Sylmar Basin.

The Judgment (1979, subsection 4.1.3. “Sylmar Basin”) also noted that the potentially water-bearing sediments within Sylmar Basin are comprised by the shallow alluvium (aka, the “valley fill” in the Report of Referee) and the Saugus Formation of Plio-Pleistocene geologic age. These potentially water-bearing sediments were further considered in the Judgment to extend to depths of 40 ft (alluvium) and at least 12,000 ft (the Saugus Formation) in this basin. Cross Section F-F (Plate 5B of the Report of Referee; not reproduced herein) depicts these materials on a geologic cross section across Sylmar Basin. These sedimentary deposits, which comprise

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the groundwater reservoir of Sylmar Basin, are directly underlain at depth by a very thick sequence of well-consolidated and/or cemented sedimentary rocks (sandstone, shale, siltstone, etc). This latter group of rocks is considered to be nonwater-bearing and to comprise the local bedrock.

Groundwater within the alluvium of this basin is considered to exist under water table (unconfined) conditions. Groundwater in the underlying Saugus Formation, however, is considered to exist under artesian (confined) conditions. Moreover, the 1962 Report of Referee (pgs. 53-55) notes that the alluvial aquifer system and the underlying Saugus Formation aquifer system are in "hydraulic continuity" wherever they jointly exist in the subsurface. Subsurface outflow of groundwater from Sylmar Basin to the San Fernando Groundwater Basin to the south occurs via underflow through two alluvial-filled notches in Sylmar Basin. As seen on Figure 1B, these 2 notches are the Sylmar notch in the southwest corner of this basin and the Pacoima notch in the southeastern corner of the basin.

The surface area of this basin, also known as the surface extent of the valley fill deposits, consists of 5,565 acres, as listed on p. 8 of the January 26, 1979-dated Judgment; Attachment "A" in that document illustrates the ground surface boundaries of the Sylmar Groundwater Basin on a small-scale base map of all of ULARA. Plate 5 of Volume 1 of the Report of Referee also illustrates those same ground surface boundaries for Sylmar Basin, whereas p. xxxv of the Report of Referee also actually states that this Sylmar Basin has a surface area of 5,565 acres. However, recent calculations by the current Watermaster of the surface area of this basin (using the Sylmar Basin boundary that was digitized by personnel from LADWP who were assisting the original Watermaster) yield a total of 6045 acres (refer to these LADWP-digitized boundaries on Figure 1B). This discrepancy in the surface area of this basin is likely due to changes in the basin boundary lines over time, possibly resulting from drafting those boundary lines onto different base maps; other boundaries were even subsequently imported into an electronic GIS database format by LADWP personnel.

Table 1, "Summary of Well Construction Data – City of San Fernando", and Table 2, "Summary of Well Construction Data – LADWP Mission Wellfield" have been prepared to document the key items, where currently available, for all, historically-known, municipal-supply wells in Sylmar Basin constructed for these 2 cities over the years. The locations for all of these historically-constructed municipal-supply wells are shown on Figure 1B. Notably, none of the wells listed on Tables 1 or 2 show perforated sections of casing shallow enough to produce water from the alluvium. Thus, the currently known active wells within the Sylmar Basin appear to pump groundwater directly from the Saugus Formation; no existing municipal-supply wells produce groundwater from the alluvial deposits.

The current Watermaster is still trying to fill-in the blank entries in different columns on both Tables 1 and 2; principal items still needed include the depth settings of the existing pump (if

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any), and the current status of each listed well. At this time, Tables 1 and 2 are to be considered as "In-Progress Drafts".

Rainfall

Public records for local raingages in ULARA are available from the website of the Western Regional Climate Center (WRCC; <http://www.wrcc.dri.edu>). Using the WRCC site, data for the nearby Burbank Valley Pump Plant Gage (Gage No. 041194) were downloaded. Data are available for this gage for the period January 1940 through December 2010. Figure 2A, "Annual Rainfall, Burbank Valley Pump Plant", shows a bar graph of the total rainfall for each year between 1940 and 2010 and a horizontal line showing the long-term average annual rainfall value; this long-term average annual rainfall was determined to be 16.3 inches.

Using the annual rainfall data from the Burbank Valley Pump Plant gage, Figure 2B "Accumulated Rainfall Departure Curve" was prepared to illustrate the results of calculating the accumulated departure of each year of rainfall relative to the long-term average annual rainfall at this rain gage. The purpose of this analysis is to help identify trends in rainfall over time. Review of the graph on Figure 2B reveals:

- Whenever the graph ascends upward to the right, such as the period of 1976 through 1983 on the rainfall curve, a period of above-average rainfall (i.e., an overall "wet" period) has occurred. That is, on average, most individual years of annual rainfall in this period were at or above the long-term average for rainfall. Wet periods during the period of available data for this gage are denoted with a "W" on Figure 2B
- Whenever the graph descends downward to the right (e.g., 1944 through 1976), an overall period of below average (deficient) rainfall has occurred. That is, on average, most individual years of annual rainfall during this period were at or below the long-term average rainfall. Periods of deficient rainfall for this rainfall gage are marked with a "D" on Figure 2B.

Groundwater Extractions

Figure 3, "Total Annual Groundwater Extractions, Sylmar Basin", provides a bar chart to summarize the total annual groundwater extractions (i.e., by Water Year) by the cities of Los Angeles and San Fernando from the Sylmar Basin, as reported in the historic Annual ULARA Watermaster Reports; the graphed data begin with the 1973-74 water year. The total extraction is comprised by the groundwater pumping from active water wells owned by both the City of Los Angeles and the City of San Fernando. As shown on Figure 3, the total groundwater extractions during this graphed period ranged from a low of 3514 AF in the 1992-93 water year, to a high of 8064 AF during the 1998-1999 water year. Also shown on Figure 3 is a short horizontal line denoting the safe yield value for each group of years for which each respective year the particular safe yield value was applicable. As can be seen on Figure 3, annual groundwater

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extractions from the Sylmar Basin have often exceeded the prior safe yield determined by the two prior Watermasters, particularly in the early portion of the record.

A summary of the annual groundwater extractions by both cities, on a Water Year basis, from 1973-74 through 2009-10, is shown on Table 3, "Summary of Groundwater Extractions – Sylmar Basin". Readily noticed on Table 3 (and Figure 3) is that the total annual groundwater extractions by both parties in several prior years have exceeded even the current total safe yield value for Sylmar Basin of 6,810 AF/yr. For example, in 1977-78, 1980-81 and 1998-99, total combined groundwater extractions by the 2 cities were 7,109 AF/yr, 7,497 AF/yr, and 8,064 AF/yr, respectively. As discussed below under "Water Level Data", water levels in existing wells for which long-term data are available have either remained relatively stable or have even risen (i.e., become more shallow) over time, in spite of the fact that total groundwater extractions had occasionally exceeded the then-existing safe yield value for this basin.

The unusually low total annual volume of groundwater pumpage by both cities shown on Table 3 for 2008-09 (4,341 AF) and 2009-10 (5,687 AF) is noted herein to be mainly a result of the known groundwater contamination in Sylmar Basin. That is, the detection of nitrate (as NO_3) in certain City of San Fernando wells, and the detection of trichloroethylene (TCE, a volatile organic compound) in certain City of Los Angeles wells at concentrations that have been near or above their respective CDPH Primary Maximum Contaminant Levels (MCLs), have caused both cities to curtail or otherwise reduce their annual groundwater extractions from this basin.

Water Level Data

For this project, the Watermaster has acquired long-term data for static (non-pumping) water levels that are available for existing water wells owned by LADWP and the City of San Fernando; these water levels are considered to represent depths to the confined (piezometric or pressure) surface in the Saugus Formation, due to the fact that available data for these wells show they all are perforated solely within this formation. These water level data have then been graphed for each well versus the accumulated rainfall departure curve (adapted from Figure 3B herein) and also versus the total combined annual groundwater extractions by both LADWP and the City of San Fernando onto Figures 4A.1 through 4E.2 for LADWP wells and Figures 5A.1 through 5D.2 for the City of San Fernando wells. Also shown on the right side of each figure, based on information listed on the driller's log (if available) for each well, is a schematic of the well casing and casing perforation depths (if known); Tables 1 and 2 summarize the known (available) construction data for each well owned by the cities of San Fernando and Los Angeles, respectively.

Key items shown on these figures for water levels vs. accumulated rainfall departure include:

- a. Water levels fluctuate both seasonally and from year to year in each well.
- b. Seasonal fluctuations vary by well but typically display a maximum of 10 to 15 ft of water level decline from the spring high to the fall low of each year.

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- c. Over time, from year to year, water levels tend to respond to changes in the accumulated rainfall departure curve. That is, when the red-colored rainfall departure curve on the figures (see, for example, Figure 5A.1) ascends to the right (i.e., a period of above-average rainfall), the water levels in the well rise over time; see for example the period of 1992 to 1999. Conversely, when the accumulated rainfall departure curve descends to the right, the water levels in the wells tend to decline over time (see, for example, the period of 1965-1977 on Figure 4A.1).
- d. Most importantly, none of the hydrographs for any of the LADWP or City of San Fernando wells show a long-term, progressive or increasing rate of decline over time. In fact, current water levels in virtually all of the wells for which hydrographs have been prepared are at or near the water level highs dating from the earliest available data of the 1960s. This is reasonable evidence to indicate that overdraft is not occurring in Sylmar Basin at this time.

In regard to the remaining graphs which show water levels versus the total combined annual groundwater extractions by both LADWP and the City of San Fernando, there does not appear to be any strong correlation between the combined annual pumping by all wells and the resulting water levels in any single well. Some of the large fluctuations in seasonal water levels (see Figure 4D.1, for LADWP Mission Well #5, for example) likely result from the monitoring of partial water level recovery data and/or an actual pumping water level, rather than a true non-pumping static water level. Such data could readily result from long-term, continuous operational use of these wells (and with only short periods of non-pumping), and/or from the monitoring of a non-pumping water level that has been impacted by mutual water level drawdown interference from a nearby, actively-pumping well.

New Groundwater Monitoring Wells

As part of the October 11, 2006 Court stipulation discussed above, two new groundwater monitoring wells were constructed near the Sylmar notch in October 2007, via a contract between the City of San Fernando and the drilling contractor that was awarded the bid (Water Development Corporation). These 2 new monitoring wells, as seen on Figure 1B, include: Well MW-1 (south well), and MW-2 (north well). A packet of data for each of these two monitoring wells, including a driller's log for each well, was provided to the Watermaster by LADWP; those two data packets are provided in the appendix of this report.

Well MW-1, the southernmost of the 2 monitoring wells for the Sylmar notch (see Figure 1B), was constructed to a depth of 121 ft below ground surface (ft bgs), and contains perforations between the depths of 56 ft bgs and 111 ft bgs. Well MW-2 (the northernmost of the 2 monitoring wells) was constructed to a depth of 125 ft bgs, with casing perforations between the depths of 60 ft and 115 ft bgs. Drill cuttings of the earth materials encountered during drilling of each monitoring well were logged only by the drilling contractor; a geophysical electric log survey was not performed in either borehole. A cement sanitary seal was provided in each

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monitoring well to a depth of 50 ft bgs and 54 ft bgs, respectively. As discussed above, the purpose of the wells was to allow for the measurement of the water level in the alluvium in the area of the Sylmar notch. However, because the cement sanitary seals in these monitoring wells were placed to depths deeper than the reported thickness of the alluvium in this notch (estimated to be ± 40 ft in the Report of Referee), then the monitoring wells cannot measure the water levels directly and solely within the alluvium. But, because the alluvium and the underlying Saugus Formation are likely to be in hydraulic communication in the area of this notch, then the water level data from MW-1 and MW-2 may represent a reasonable estimate of the elevation of the water level surface in the alluvial sediments in the area of the Sylmar notch.

Water level data collected over time for these two monitoring wells, using either manual electric tape water level sounders and/or automatically-recording water level pressure transducers, are presented as hydrographs on Figure 6, "Water Level Measurements, Groundwater Monitoring Wells, Sylmar Basin". To the right of the hydrographs, the casing construction data for the two monitoring wells are shown. Unfortunately, due to multiple instances of transducer malfunction, and a lack of regular manual water level monitoring, the water level data records for both MW-1 and MW-2 are somewhat sparse over time. As shown on Figure 6, the transducer equipment originally purchased and installed in May 2010 by LADWP personnel functioned properly for less than two months. Thereafter, in September 2011, the Assistant Watermaster installed a new transducer in each of these monitoring wells to once again begin the automatic collection of water level data at these sites.

Available data on Figure 6 show that water levels in both monitoring wells have varied over time. Further, and recognizing that the transducer data are more accurate and consistent than the early manual water level measurements of December 2007, water levels in the 2 monitoring wells are seen to have risen 10 to 15 ft in each well between mid-2009 and late-2011. Also, the two short segments of transducer data show curve shapes that appear similar to those resulting from the recovery of water levels over time. Based on the shape of the curves, it appears that water levels in the monitoring wells are affected by nearby municipal-supply wells owned by LADWP and/or the City of San Fernando. Because the water level records for these two monitoring wells show a dynamic water level surface that fluctuates during the year, then it can be reasonably assumed that the groundwater surface elevation is variable within the Sylmar notch. The fact that the Report of Referee (Appendix P, 1962), the 1979 Judgment, and even the March 29, 2006-dated letter by the former Watermaster (Mr. Mackowski) all mention changes in the amount of underflow through the Sylmar and Pacoima notches further corroborates the existence of fluctuating groundwater levels in both the Sylmar and Pacoima notches (see below).

Other Groundwater Outflows

In addition to the annual groundwater extractions by each party (city) shown on Figure 3 and Table 3, groundwater is also known to leave Sylmar Basin via subsurface outflow through the

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shallow alluvial sediments which have been deposited in the Sylmar and Pacoima notches (see notch locations on Figure 1B).

❖ *Sylmar Notch*

To calculate the subsurface outflow from the Sylmar Groundwater Basin into the San Fernando Groundwater Basin to the south, the subsurface geometry of the alluvium overlying the Saugus Formation within the Sylmar notch must be estimated. As described in the Report of Referee (Volume I, Text and Plates, by State Water Rights Board, Referee, 1962), the subsurface geometry within this notch was originally defined via an exploratory drilling program. For that program, twenty bucket auger boreholes were drilled in the area of the Sylmar notch at that time. During the auger work, representatives of the Referee were onsite to observe the drilling and log the drill cuttings. Based on the results of the logging, a profile (or cross section) of the Sylmar notch was created as shown on Plate 5H in the Report of Referee, Volume 1; the alignment of the original profile is shown on Plate 5 of the Report of Referee (neither of these original plates are included herein). However, that original profile was adapted herein onto Figure 7, "Profile of Sylmar Notch", for this safe yield re-assessment project. As shown on Figure 7, the alluvium is shown as a triangular-shaped wedge which overlies the potentially water-bearing strata within the Saugus Formation (refer to Figure 1B for location of this notch).

The location of Sylmar notch monitoring Well MW-1 has been superimposed onto the Figure 7 profile to show its location relative to the boreholes drilled for the original subsurface exploration program for the 1962 Report of Referee. Also shown on Figure 7 are the perforated interval (shown in blue-green color), and the depth of the cement seal (shown in red color) in MW-1.

Figure 7 has also been updated to illustrate five separate water level elevations measured historically for the area of the Sylmar notch. These measurements are for the following dates: May 1959; January 2006; December 2007; June 2010; and September 2011. The May 1959 water level is from the 1962 Report of Referee, whereas the remaining 4 water level elevations have been determined by the current Watermaster using more recent water level data acquired from newly-available sources. Below is a summary of each of the approximate groundwater level elevations displayed on Figure 7:

- May 1959 – This water level elevation of 1090 ft above mean sea level (ft amsl) is taken from the Report of Referee, and was presented on the original Plate 5H in the 1962 document. As discussed in the Report of Referee, this water surface elevation was determined using water level data from the original exploratory drilling work described above. Using this water level elevation, the cross

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sectional area of the saturated alluvium was calculated, along with other aquifer parameters in the Report of Referee (1962). This May 1959 water surface elevation was considered to be a “low groundwater surface condition” as stated in the Report of Referee, Volume II, Appendix P, page P-17. The text in the Report of Referee stated that, at this “low” groundwater surface elevation, the subsurface outflow through the Sylmar notch was about 300 AF/yr in 1959. Page P-17 in that same document further stated: underflow through this notch “for high groundwater surface conditions [was] estimated to be approximately 500 AF/yr”; and “an average value for the base period 1928-29 through 1956-57 is...400 AF/yr”.

- January 2006 – Using available water level data from two shallow, privately-owned monitoring wells south of the Sylmar notch, a calculation was performed by this Watermaster to estimate the water level in the Sylmar notch in January 2006 to be 1070 ft amsl (see Figure 1B for the locations of the monitoring wells used); see also Figure A-1, “Calculation of Approximate January 2006 Water Level Elevation in the Sylmar Notch”, in the Appendix for an explanation of the calculation. These water levels were collected from monitoring wells constructed by others as part of the characterization and/or cleanup of groundwater contamination in a nearby portion of the San Fernando Groundwater Basin; the Watermaster obtained these data from the Regional Water Quality Control Board – Los Angeles (RWQCB-LA). Inherent in this “new” water level elevation estimation is the assumption that the water table gradient south of the notch is constant between the locations of these two privately-owned monitoring wells for which water level data were available, and the Sylmar notch. Note that this January 2006 water level elevation reveals that, at the date of the water level measurements, the saturated area of the alluvium was much less than that in 1959 (see Figure 7). Therefore, subsurface flow through the notch was greatly reduced in January 2006, to only a small percentage of the average amount of 400 AF/yr that had been previously estimated by others from this notch.
- December 2007 – This water level surface elevation of 1058 ft amsl is based on the first manual measurements collected shortly after the two Sylmar notch monitoring wells were constructed. As shown on Figure 7, the elevation of this water surface was deeper than the bottom elevation of alluvium (i.e., it is below the base of the alluvium), and is interpreted to be within the Saugus Formation. Therefore, for this study, and because no other water level data exist for the alluvium, it is interpreted that when the elevation of the water surface for a particular year is deeper than the elevation of the base of the alluvium, there is no subsurface outflow from the Sylmar Basin to the San Fernando Basin.
- June 2010 – Based on the data collected by the LADWP transducer installed into the Sylmar notch Monitoring Well MW-1, a groundwater surface elevation of 1058 ft amsl is interpreted. At an elevation of approximately 1063 ft amsl, the

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water level in MW-1 is interpreted to be lower than the basal elevation of the alluvium, and therefore this water level would represent the water surface within the immediately underlying Saugus Formation. As described above, this suggests that, at the June 2010 date of this water level measurement, no groundwater was moving through the alluvium within the Sylmar notch.

- September 2011 – Data collected from the Watermaster's transducers installed into the two Sylmar notch monitoring wells (MW-1 and MW-2) yield a recent groundwater surface elevation for this date of 1081 ft asl. As shown on Figure 7, this groundwater surface is slightly below the May 1959 groundwater surface elevation reported in the Report of Referee.

Although the water level record at the Sylmar notch is sparse, the available data clearly show that the elevation of the groundwater surface in the alluvium is variable within the notch; that is, water levels in that alluvial notch are known to fluctuate seasonally and also from year to year depending on seasonal and long-term changes and trends in rainfall. Also, water level data suggest that water level fluctuations in the notch may occur due to the pumping of nearby wells owned by LADWP and/or the City of San Fernando. Further, as shown on Figure 7, there have been a number of occasions when there was likely no subsurface flow through the alluvium within the notch, because the groundwater level surface elevation was actually lower than the elevation of the base of the alluvium in the notch (based on available monitoring well data). Hence, it appears that there are periods of time throughout the year when there is no subsurface flow through the Sylmar notch.

As discussed above, the original profile on Figure 7 shows the shape of the alluvial notch (in a light yellow color on the figure) to have the basic shape of an inverted triangle. This is important because as the groundwater elevation decreases in the notch, the saturated area of the alluvium decreases by a greater amount. Hence, decreases in groundwater surface elevation over time within the Sylmar notch can yield greatly-reduced subsurface flow volumes through the notch.

The 1962 Report of Referee (Appendix P, page P-17) computed underflow through this notch to be about 300 AF/yr in the "low groundwater surface conditions in 1959", and contrasted that value with the 500 AF/yr value they determined for "high groundwater conditions". For its 29-year base period of 1928-29 through 1956-57, the Report of Referee (p. P-17) estimated that the average groundwater underflow through the alluvium of Sylmar notch was about 400 AF/yr.

❖ *Pacoima Notch*

A smaller, less laterally-extensive, alluvial-filled notch known as the Pacoima notch occurs in the eastern part of the Sylmar Basin, in the area of the Pacoima Wash; Figure

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1B shows the location of the Pacoima notch. A cross section of the Pacoima notch, which is shown on Plate 5H in the Report of Referee, Volume I (not included herein), reveals that this notch has a maximum alluvial thickness of 55 ft (see also page P-12, Appendix P, in Report of Referee). As stated in the Report of Referee, a submerged dam had been constructed in Pacoima notch many years prior to preparation of that report but, at the date of the Report of Referee, only the lower portion of this structure was still considered to remain. This remaining portion of the submerged dam has been, and will continue to be, considered to reduce the subsurface outflow of groundwater through this notch and into the San Fernando Basin to the south.

Pages P-15 and P-16 and Table P-3 in Appendix P of Volume II of the Report of Referee (not reproduced herein) reveal that underflow through the earth materials lying above the top of this remaining dam was calculated to range from 241 to 482 AF/yr and that the mean underflow for their 29-year base period of 1928-29 through 1956-57 was determined to be 160 AF/yr. Clearly, the annual amount (volume) of underflow through the alluvium in the Pacoima notch will vary, similar to that in the Sylmar notch, depending on water levels in the alluvium and rainfall recharge.

No groundwater monitoring wells have been constructed to date at/near the Pacoima notch.

Combined Underflow Leaving Sylmar Basin Through the Alluvial Notches

In summary, the average groundwater outflows through the two alluvial-filled notches, as calculated in the Report of Referee (Volume II, Appendix P) for the 29-year base period of 1928-29 through 1956-57 were 400 AF/yr for Sylmar notch and 160 AF/yr for Pacoima notch; hence the total average groundwater outflow to the south (based on the 1962-dated Report of Referee) from Sylmar Basin into the San Fernando Basin was estimated to be 560 AF/yr. Further, previous analyses by former Watermasters have kept the total combined average subsurface flows through the Sylmar and Pacoima notches at a constant value of 540 AF/yr during those prior times when they re-assessed the Sylmar Basin safe yield (see Table 4). As specifically reported by the former Watermaster, Mr. Mackowski, on page 3 of his March, 29, 2006 letter (which was reviewed by his consultant, Mr. Blevins), prior safe yield calculations for the Sylmar Basin have used a total underflow through both alluvial notches of "540 AF/yr, rather than 560 AF/yr stated in the Report of Referee." The reason for this 20-AF/yr decline in outflow was not identified in that document.

Groundwater Credits

Each Annual Watermaster Report for ULARA provides an ongoing calculation of the stored groundwater credits by the cities of Los Angeles and San Fernando in the Sylmar Basin. In the most recent such annual report (dated May 2012), the combined stored groundwater credits totaled 16,762 AF for both cities, as of October 1, 2011 (based on data from Water Year

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2010/11); this value included credits of 1,500 AF for San Fernando and 15,262 AF for Los Angeles. The prior Watermaster, Mr. Mackowski, in his March 2006 letter to the Court, stated that the accrued groundwater credits totaled 8,787 AF as of October 1, 2005 (based on data from Water Year 2004/05). Hence, in the 6-year period of 2004/05 – 2010/11, the groundwater credits accrued by both cities increased by a total of about 7,975 AF; this calculates to an average rate (volume per year) for the accumulation of groundwater credits by the 2 cities of about 1,329 AF per year during this 6-year period. It is noteworthy and unusual that this average total rate (volume) of groundwater credits accrued by both cities in each of the past six years represents nearly 20% of the current annual safe yield value (6,805 AF/yr) of the entire Sylmar Basin.

The Judgment (Section 5.2.2.3), however, states that the accumulation of stored water credits “can be carried over for not to exceed five years, if the underflow through Sylmar notch does not exceed 400 acre-feet per year.”

Conclusions

1. The safe yield of Sylmar Basin has been increased a few times since the 1962 date of the Report of Referee. Specifically, these previously-calculated values were 5,610 AF/yr in the Report of Referee, then 6,210 AF/yr for the 1979 Judgment, then 6,510 AF/yr in 1994/95 by then-Watermaster Mr. Blevins, and more recently 6,810 AF/yr in 2004/05 by then-Watermaster Mr. Mackowski (who was assisted at that time by his consultant Mr. Blevins).
2. Review of new water level data from the Sylmar notch monitoring wells by this Watermaster suggest that subsurface flow from the Sylmar Basin is variable throughout the year, and seems to be impacted primarily by changes in rainfall and recharge over time, and likely also by pumping activities from nearby wells. Hence, there can be times each year and from year to year that no subsurface outflow occurs into the San Fernando Basin to the south through the alluvium within the Sylmar notch (and perhaps through the alluvium in Pacoima notch also). Also, decreases in subsurface outflow through these 2 notches are not proportional to decreases in groundwater surface elevation due to the general V-shape of the alluvial sediments within each notch. Because of the geometry of both the Sylmar and Pacoima notches, decreases in groundwater elevation result in much greater decreases in subsurface outflow through these notches. Hence, this Watermaster believes that assigning a constant value for the total combined subsurface outflow of 540 AF/yr (or 560 AF/yr) through the Sylmar and Pacoima notches is an over-simplification of the subsurface outflow issue.
3. Water level data presented in hydrographs on Figures 4A.1 through 4E.2 and Figures 5A.2 through 5D.2 show that water levels in those municipal-supply wells have been relatively stable over most of the period of record. Importantly, fluctuations in water levels over time

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have a clear correlation to changes in rainfall, as evidenced by the close relationship of the water levels on each hydrograph with trends in the accumulative rainfall departure curve over time. As such, it is the opinion of this Watermaster that overdraft is not occurring in the Sylmar Basin at this time.

4. Figure 3 shows the total extractions from the Sylmar Basin for the years of available record. Also shown on Figure 3 are the safe yield values calculated by others over time. Analysis of the graph shows that the total groundwater extractions by LADWP and the City of San Fernando have exceeded the current safe yield value of 6810 AF/yr during several prior individual years (e.g., 1977-78 and 1998-99) and also during at least one extended period of time (i.e., the 7-year period of 1977-78 through 1983-84; in fact, that 7-year period displayed an average production rate of 6,852 AF/yr). Despite these exceedances and as discussed in point 3 above, water level hydrographs show water levels in the basin have been and continue to be relatively stable over time, and fluctuate principally in response to changes in rainfall in the area. None of the hydrographs show any long-term, progressive or increasing rate of water level decline over time; hence, in the opinion of this Watermaster, and as stated above, the Sylmar Basin is not in a condition of overdraft at this time.
5. Because subsurface outflow of groundwater from the Sylmar Basin is now considered to have been overestimated in previous reports, and because water level trends for wells constructed in the Sylmar Basin have been relatively stable over time, then it is this Watermaster's opinion that the safe yield of the Sylmar Basin can be increased at this time.

Table 4 "Prior and Current Watermaster Calculations, Sylmar Basin" provides the calculations for this increase in the safe yield value and also compares the current calculations to those by the 2 prior Watermasters. As shown on Table 4, the value on Item 6, "Subsurface outflow" has been reduced to 250 AF/yr from 540 AF/yr; this is a reduction of roughly 50% from all previously used values. This change is appropriate because: a total combined constant subsurface outflow of 540 AF/yr from the Sylmar and Pacoima notches has been determined to be an overestimate; and the groundwater surface elevation in the Sylmar notch has been shown to be highly variable, based on the water level data available to this re-assessment. Even though recent water level data are not available from water wells or groundwater monitoring wells at/near Pacoima notch, it can be reasonably assumed that groundwater levels and subsurface underflow through the Pacoima notch are as variable over time as they are in the Sylmar notch.

Further, this Watermaster, in order to be consistent with prior studies, will accept, for the purpose of this safe yield re-assessment, the 35.7% value for the "percentage of delivered water becoming recharge", per Item 3 on Table 4 herein (as originally presented in the 1979 Judgment, p. 19, 1979).

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6. As shown on Table 4 (Item 7), it is the current opinion of this Watermaster that the safe yield of the Sylmar Basin can be temporarily increased to 7,140 AF/yr at this time; this represents an increase of 330 AF/yr over the current total safe yield value for this basin. As a result, the cities of Los Angeles and San Fernando may each have the right to temporarily pump as much as 3,570 AF/yr ($\frac{1}{2}$ of 7,140 AF/yr) from their active wells in Sylmar Basin, based on the recognized 50%-50% share of the groundwater rights in this basin. This pumping may continue for the period of Water Years 2011-12 through 2015-16, unless in-progress data evaluation by the Watermaster reveals the basin is being adversely affected by this temporary increase in safe yield (e.g., in case of basin-wide declines in static groundwater levels).
7. Due to the existence of the 2 city-owned monitoring wells near the Sylmar notch (MW-1 and MW-2), and because a few other but more shallow privately-owned monitoring wells currently exist in/near this notch (these were constructed by others for local groundwater contamination sites), it is the opinion of this Watermaster that no additional monitoring wells need to be constructed for Sylmar notch at this time. This Watermaster will try to contact the owners of and consultants for the existing privately-owned groundwater monitoring wells near Sylmar Basin in an attempt to allow their monitoring wells to hopefully serve as future monitoring wells for the Watermaster, after all clean-up activities at those sites have been performed and the sites have been recommended for closure by the local regulatory agency.

Due to the limited outflows expected through Pacoima notch, to the lack of publicly-drilled or privately-owned monitoring wells near this notch, and to current economic conditions, it is the opinion of this Watermaster that new monitoring wells are not required at/near this notch at this time.

8. This temporary increase in the safe yield of the Sylmar Basin can be considered useable for the next 5 years (Water Years 2011-12 through 2015-16), but ONLY with the following provisions:
 - a. Groundwater credit accumulation will be suspended at the values presented in the May 1, 2012-dated Annual Watermaster Report (i.e., at the end of Water Year 2010-2011); this means that neither Party will accumulate any further groundwater credits for a period of time in the future (discussed below), even if they do not or cannot pump up to their safe yield value each year.
 - b. Beginning in the WY 2011-12 Annual Watermaster report (to be published May 1, 2013), groundwater credits will begin to be calculated according to the Judgment; that is, credits can no longer be carried over for more than 5 years (Judgment, January 26, 1979; Subsection 5.2.2.3, p. 19-20). An example of this calculation

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presented through the 2010-11 Water Year is shown on Table 5, "Proposed 5-Year Method for Accounting for Water Credits, Sylmar Basin."

- c. To address the difference in credit accounting between the method prescribed in the Judgment, and the cumulative method previously used by the prior Watermasters, I have prepared Table 5, "Proposed 5-Year Method for Accounting for Water Credits, Sylmar Groundwater Basin". As shown on that table, the difference in the volumes of accumulated credits between the new 5-year calculation method and the previous cumulative calculation presented in prior Annual Watermaster Reports is 9014 AF for the City of Los Angeles and 404 AF for the City of San Fernando; refer to "C" in the "Summary" for each city on Table 5. These volumes now represent the maximum volume of the "frozen" credits for each City.
- d. Moving forward, the difference in credits of 9014 AF and 404 AF for the City of Los Angeles and the City of San Fernando, respectively, will remain credited to each Party. Both Parties will be able to exercise their right to use those accumulated but now "frozen" groundwater credits. However, neither City will be able to exercise its 5-year credits, even if they do not or cannot pump their new safe yield value, until such time as their individual, newly "frozen" credits are used entirely.

Hence, this Watermaster, solely for this safe yield re-assessment of the Sylmar Basin, and solely because these accrued credits are fairly small, is preserving these accumulated credits (as otherwise might not have occurred, per the requirements in the Judgment for Sylmar Basin).

It should be noted that the 5-year provision for credit accrual in the Judgment for the Sylmar Basin was not known to this Watermaster until the process of re-assessing the safe yield of this basin had begun.

- e. Groundwater credit accrual will resume for each individual Party once the total "frozen" groundwater credits described in point "c", above, are entirely consumed by each individual Party. This may take several years and will likely occur at different times for each Party. The Watermaster will account for both the remaining "frozen" credits and the new, 5-year credit calculation method in each future Annual Watermaster Report, beginning at the end of Water Year 2011-12, and will continue this accounting until such time as the "frozen" credits have been entirely consumed by each Party. After such time when the "frozen" credits are completely consumed by each City, credit calculation will switch to the ongoing 5-year credit calculation method, and this method will continue to be used for future Annual Watermaster Reports. Alternatively, at any time, either Party may permanently abandon its "frozen" credits and begin accessing its stored water credits accrued via the 5-year credit calculation method.

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- f. If a Party plans to pump in excess of its “new” safe yield value in any year, then that Party must notify the Watermaster in advance, or as is reasonably practical. In an emergency situation (such as unusual weather conditions or water system operations problems), and if a Party has no remaining credits, then the Watermaster may consider granting permission to that Party, in writing, to pump in excess of its safe yield so long as the unusual circumstances persist. However, when the unusual circumstances cease, the accumulated overextractions shall be replaced by underpumping within a 6-year period.
- g. Pumping by either Party in any given single year cannot exceed its “new” safe yield value of 3570 AF by more than 600 AF. For the sole purpose of consuming “frozen” credits, either Party may exceed its own 600-acre foot allotment in a given year with the prior approval of the Watermaster. However, the sum of the overage extraction by both Parties in any given year must not exceed 1200 AF.

As part of the determination process, the Watermaster may also communicate between the two Parties to obtain additional facts and information on such issues as the intent and ability of each Party to pump above its safe yield in a given Water Year.

Based on the available facts, the Watermaster can make a decision to approve with or without conditions, or deny the request. The Watermaster may present the preliminary decision to both Parties and provide an opportunity for the Parties to respond with possible comments. This would be followed by a final, written determination by the Watermaster.

- h. Static (non-pumping) water levels must continue to be monitored on a regular basis in all existing wells owned by LADWP and the City of San Fernando, and also in the 2 City-owned groundwater monitoring wells and in the other privately-owned monitoring wells at/near Sylmar notch.
- i. Total groundwater production by each city must continue to be monitored on a regular basis in each active well, via a properly installed and accurately calibrated totalizer flow dial near each wellhead.
- j. The acquired data are to be reviewed on a regular basis by the Watermaster and then analyzed for possible trends versus total groundwater extractions in the basin and also versus the accumulative rainfall departure curve.

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- k. If at any time during the forthcoming five years (i.e., from Water Year 2011-12 through 2015-16), the Watermaster determines that groundwater levels in the basin are declining and/or not responding to rainfall recharge, then the "new" safe yield of the Sylmar Basin may need to be re-evaluated and/or reduced as necessary.

Respectfully submitted,



Richard C. Slade,
ULARA Watermaster



Appendix I: Sylmar Basin Judgment

City of San Fernando 2015 Urban Water Management Plan

IRA REINER, City Attorney
 EDWARD C. FARRELL, Chief Assistant
 City Attorney for Water and Power
 STEPHEN R. POWERS, JR., Senior
 Assistant City Attorney
 RALPH GUY WESSON, Assistant City Attorney
 111 North Hope Street
 Los Angeles, California 90012
 (213) 481-6372

ORIGINAL FILED
 MAR 22 1984
 COUNTY CLERK

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

THE CITY OF LOS ANGELES,)	No. 650079
)	
Plaintiff,)	STIPULATION AND ORDER RE
)	SYLMAR BASIN PURSUANT TO
vs.)	SECTION 10.2 OF JUDGMENT
)	
CITY OF SAN FERNANDO, et al.,)	
)	
Defendants.)	

The City of Los Angeles by and through Ira Reiner, City Attorney, Edward C. Farrell, Chief Assistant City Attorney for Water and Power, Ralph Guy Wesson, Assistant City Attorney, the City of San Fernando by and through City Attorneys Rutan and Tucker, Robert S. Bower and Arthur G. Kidman, Kisag and Dean Mordigian by Lawrence M. Dougherty, and Meurer Eng., Inc., by Roger or Charles Meurer, stipulate that the Court may enter an order as provided herein with regard to the following facts.

1. The Judgment requires in Section 10.2 that the Watermaster notify the Court and parties in the event the Sylmar Basin becomes overdrafted due to pumping by Los Angeles and San Fernando.

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2. On August 26, 1983, the Watermaster reported to the Court pursuant to Section 10.2 of the Judgment that the Sylmar Basin was in a condition of overdraft (Attachment 1). In response to the Watermaster's letter and a Minute Order of this Court (Attachment 2), the Cities of Los Angeles and San Fernando responded by letters to the Court (Attachments 3 & 4), agreeing with the Watermaster's report on overdraft.
3. The Court has determined that pumping from the Sylmar Basin shall be reduced to the safe yield (6210 AF/YR at present) of the basin, effective October 1, 1984.
4. Sections 5.1.2 and 5.2.2 of the Judgment provide for the rights of the parties. The private parties within the Sylmar Basin, Defendants Kisag Moordigian and Meurer Engr. (successor to Hersch and Plumb), have decreed overlying water rights. However, Mr. Moordigian has not pumped since 1956-57 and has disposed of most of the lands originally involved in this proceeding. Meurer Engr. has pumped less than 0.5 AF/YR. since 1975-76, but may increase this amount slightly in the future. Even though the combined pumping of these private parties has been less than one acre-foot per year, provision for their rights pursuant to Section 5.1.2.2 of the Judgment is made

in this stipulation. That pumping which occurs pursuant to the overlying rights of the private parties is to be subtracted from the safe yield, with Los Angeles and San Fernando pumping the remainder.

5. Parties, City of Los Angeles and City of San Fernando, agree that pumping within the Sylmar Basin must be brought within the safe yield, determined to be 6,210 AF/YR at present. The Cities of Los Angeles and San Fernando have rights to native waters and import return waters within the Sylmar Basin. Their combined water rights to native and imported waters (Sections 5.1.2.3. and 5.2.2.1 of the Judgment) are nearly equal. Each has pumped approximately one-half of the total safe yield of the said basin for the past 14 years (1968-69 through 1982-83). The City of Los Angeles and the City of San Fernando stipulate herein that the Court may enter an order limiting each City's pumping to the following amounts less-one half of any rights exercised in accordance with paragraph 4 herein:

City of Los Angeles - 3,105 AF/YR.

City of San Fernando - 3,105 AF/YR.

6. Section 10.2 of the Judgment requires that a notice of hearing be set for this matter. However, the parties herein stipulate to waive notice and

1 hearing as to the matter stated herein and to the
2 order of court attached.

- 3 7. At the time of the entry of the Final Judgment
4 (January 26, 1979), the Sylmar Basin was declared
5 not to be in a condition of overdraft (Section
6 4.2.6.2). Thus, the Final Judgment did not provide
7 for safe yield operations of said basin during
8 unusual circumstances, such as dry years or water
9 system problems.

10 The parties recognize the importance of preserving
11 the Sylmar Basin as a water production and
12 groundwater storage resource. Los Angeles and
13 San Fernando seek to permit flexibility in the use
14 of this resource without causing damage to the
15 basin.

16 To provide for water shortages due to unusual
17 circumstances, such as weather conditions or water
18 system operational problems, Los Angeles and
19 San Fernando shall have the right in any year to
20 overextract from the Sylmar Basin an amount not to
21 exceed 10 percent of their allowed pumping, as
22 provided in Section 5 herein. The 10 percent
23 annual overextraction may continue from year to
24 year, accumulatively not to exceed 1,000 ac-ft. for
25 each city, so long as the unusual circumstances
26 persist. When the unusual circumstances cease, the
27 accumulated overextractions shall be replaced by
28 underpumping, and must be done within a 6 yr.

period. The amount of such underpumping will not be required to exceed 10 percent of the annual allowed pumping of any party.

The party desiring to overextract from the basin shall notify the Watermaster of the circumstances considered to be unusual and shall justify the need for overextractions. The Watermaster shall review the existence and cessation of unusual circumstances and shall in his discretion approve the required overextraction and replacement operations.

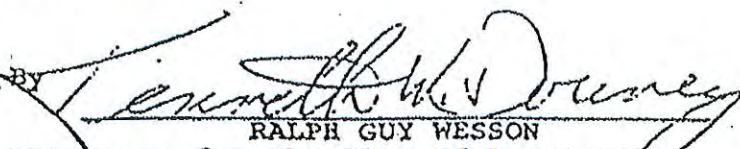
8. Pursuant to Section 8.2.10 of the Judgment, a recalculation of the safe yield can be requested by any party in the event such recalculation appears to be necessary in accordance with the Watermaster's findings set forth in his annual report to the parties and Court.
9. All parties to this stipulation may make application to the Court regarding further evaluation or review of the parties pumping activities.
10. In any year, Los Angeles and San Fernando each have the right to store water in the Sylmar Basin by direct spreading or in-lieu practice (underpumping). The party causing the water to be stored shall have a right to extract an equivalent amount of groundwater from said basin. In addition to the safe yield pumping provided for herein, the

1 right to recapture stored water can be carried over
2 into successive water years.

- 3 11. Provisions of this stipulation, in effect, amend
4 the Judgment entered on January 26, 1979. Specific
5 sections that are affected include the following:
6 4.2.6.2, 5.1.2.4, 5.2.2.1, 5.2.2.3, 9.5, and 10.2.
7 To the extent that any inconsistency may exist
8 between this stipulation and provisions of the
9 Final Judgment, the provisions of this stipulation
10 shall prevail.
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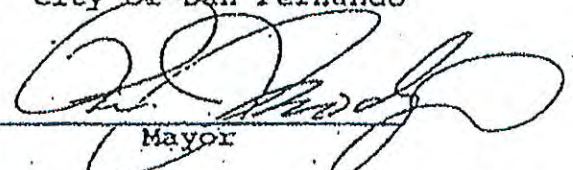
DATED: March 21, 1984

IRA REINER, City Attorney
EDWARD C. FARRELL, Chief Assistant
City Attorney for Water and Power
STEPHEN R. POWERS, JR., Senior
Assistant City Attorney
RALPH GUY WESSON, Assistant
City Attorney

By 
RALPH GUY WESSON
Attorneys for the City of Los Angeles
and its Department of Water and Power

APPROVED:
The City of San Fernando

By

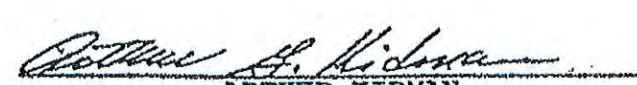

Mayor

Attest


Donald E. Penman
City Clerk

ARTHUR KIDMAN
RUTAN AND TUCKER
Special Counsel

By


ARTHUR KIDMAN
Attorneys for the City of San Fernando


ROGER or CHARLES MEURER
MEURER ENG., INC.


LAWRENCE M. DAUGHERTY
Attorney for Kisag and Dean Moordigian

IRA REINER, City Attorney
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Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

THE CITY OF LOS ANGELES,

Plaintiff,

vs.

CITY OF SAN FERNANDO, et al.,

Defendants.

No. 650079

ORDER OF COURT RE SYLMAR
 BASIN PURSUANT TO
 SECTION 10.2 OF JUDGMENT

Good cause appearing therefore and the court having reviewed the stipulation herein presented to the Court, and having fully approved the facts and settlement set forth therein, it is ordered, effective October 1, 1984, that:

1. The Cities of Los Angeles and San Fernando shall be limited in their pumping to bring the total pumping within the safe yield of the basin, less any rights exercised by the private parties, as follows:

City of Los Angeles - 3,105 AF/YR.

City of San Fernando - 3,105 AF/YR.

2. It is ordered that during years of unusual circumstances (as stated in paragraph 7 of the

1 stipulation), the parties (Los Angeles and
2 San Fernando) shall have the right in any year to
3 overextract from Sylmar Basin an amount not to
4 exceed 10 percent of their allowed pumping, as set
5 forth in paragraph 1 above.

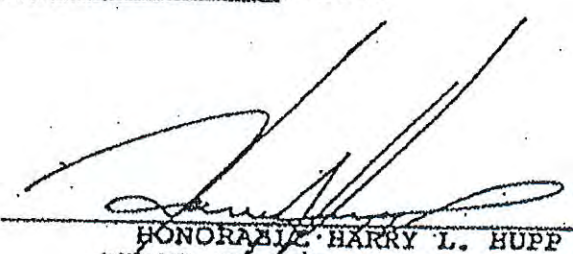
6 The 10 percent overextraction may continue from
7 year to year, accumulatively not to exceed 1,000
8 ac-ft, for each city, so long as the unusual
9 circumstances continue. When the unusual
10 circumstances cease, the accumulated overextraction
11 shall be replaced by underpumping, and must be done
12 within a 6 yr. period. The amount of such under-
13 pumping will not be required to exceed 10 percent
14 of the annual allowed pumping of any party. The
15 Wastewatermaster shall review the existence and cessa-
16 tion of these unusual circumstances (as detailed in
17 paragraph 7 of the stipulation) and shall approve
18 the required overextraction and replacement
19 operations.

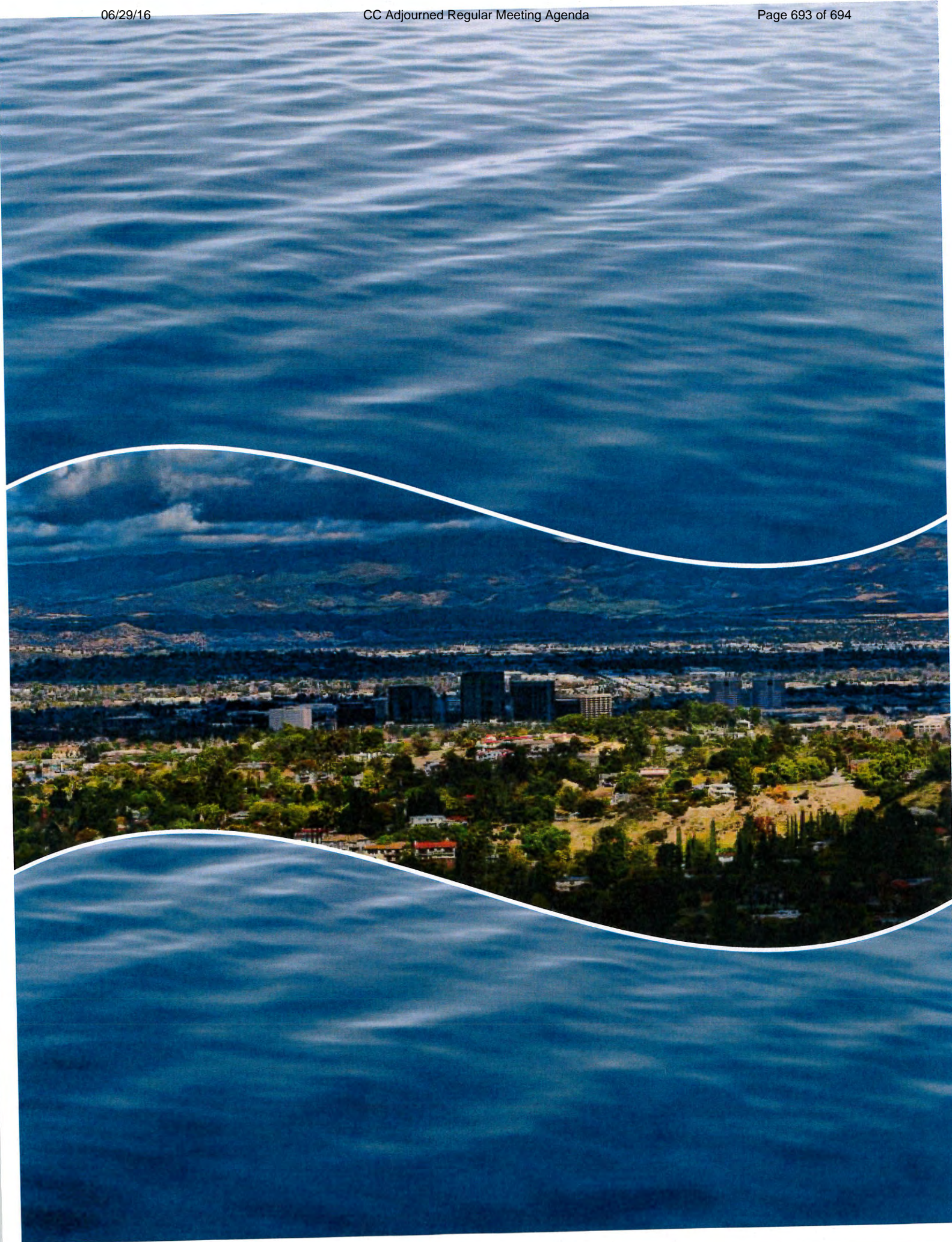
- 20 3. Any party to this stipulation may make application
21 to the Court regarding pumping amounts stipulated
22 hereto in the event hydrologic conditions in the
23 Sylmar Basin change.
- 24 4. In any year, Los Angeles and San Fernando each have
25 the right to store water in the Sylmar Basin by
26 direct spreading or in-lieu practices
27 (underpumping). The party causing the water to be
28 stored shall have a right to extract an equivalent

amount of groundwater from said basin. In addition to the safe yield pumping provided for herein, the right to recapture stored water can be carried over into successive water years.

5. The Final Judgment, entered on January 26, 1979, is amended pursuant to changes set forth in this stipulation. The sections of the Judgment affected are listed in paragraph 11 of the stipulation.

DATED: March 22, 1984


HONORABLE HARRY L. HUPP
JUDGE OF THE SUPERIOR COURT



ATTACHMENT “B”

**NOTICE OF A
PUBLIC HEARING
BEFORE THE SAN FERNANDO CITY COUNCIL**

NOTICE IS HEREBY GIVEN that the City Council of the City of San Fernando will hold a Public Hearing to consider the adoption of the Urban Water Management Plan 2015.

All those wishing to testify for or against are requested to be present at the regular meeting of the City of San Fernando City Council.

The time, date, and place of the Public Hearing is as follows:

DATE:	Wednesday, June 29, 2016
TIME:	7:00 p.m.
LOCATION:	Council Chambers, 117 Macneil Street, San Fernando, CA 91340

A copy of the Final Urban Water Management Plan 2015 is on file in the Office of the City Clerk for public review.

Dated: June 21, 2016
Publish: June 23, 2016