



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
OCTOBER 5, 2015 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

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

PLEDGE OF ALLEGIANCE

Police Explorer Alejandro Rodriguez

APPROVAL OF AGENDA

PRESENTATION

- a) PRESENTATION BY SENATOR ROBERT M. HERTZBERG
Mayor Joel Fajardo
- b) INTRODUCTION OF THREE NEW POLICE OFFICERS
Police Chief Anthony Vairo

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) REQUEST TO APPROVE MINUTES OF:

- a. SEPTEMBER 8, 2015 – REGULAR MEETING**
- b. SEPTEMBER 21, 2015 – REGULAR MEETING**

2) CONSIDERATION TO ADOPT RESOLUTION NO. 15-101 APPROVING THE WARRANT REGISTER**3) CONSIDERATION TO ADOPT A RESOLUTION FIXING THE EMPLOYER HEALTHCARE CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

Recommend that the City Council:

- a. Adopt Resolution No. 7702 implementing the Retiree Medical Tier III healthcare benefit agreed to by all bargaining units; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

4) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH REWARD STRATEGY GROUP TO CONDUCT A COMPREHENSIVE CLASSIFICATION AND COMPENSATION STUDY

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1797) with Reward Strategy Group to perform a comprehensive classification and compensation study; and
- b. Authorize the City Manager to make non-substantive corrections and execute the Agreement.

5) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT FOR COMPREHENSIVE USER FEE STUDY AND COST ALLOCATION PLAN SERVICES

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Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1801) with Willdan Financial Services to perform a comprehensive user fee study and cost allocation plan; and
- b. Authorize the City Attorney to finalize the agreement and the City Manager to execute the agreement.

ADMINISTRATIVE REPORTS**6) APPOINTMENT TO THE EDUCATION COMMISSION**

Mayor Joel Fajardo is recommending the appointment of Danitza Pantoja to the Education Commission as his representative.

7) CITY COUNCIL PRIORITIES UPDATE

Recommend that the City Council provide direction to staff related to City Council priorities.

8) PHOTOGRAPHY AND FILM PRODUCTION PERMIT PROCESS UPDATE

Recommend that the City Council receive and file this report.

9) USE OF CITY OF SAN FERNANDO LETTERHEAD BY THE CITY COUNCIL

Recommend that the City Council provide staff with direction as it relates to the use of the City of San Fernando letterhead by individual City Councilmembers.

10) CONSIDERATION TO ADOPT A RESOLUTION RECOGNIZING THE SECOND MONDAY OF OCTOBER AS INDIGENOUS PEOPLE'S DAY

This item is placed on the agenda by Mayor Joel Fajardo for City Council discussion and consideration to adopt Resolution No. 7703 recognizing the second Monday of October as Indigenous People's Day.

COMMITTEE/COMMISSION LIAISON UPDATES

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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: October 1, 2015 (6:00 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.

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**SEPTEMBER 8, 2015 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:09 p.m.

Present:

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

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, Deputy City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Police Explorer Alfredo Mendoza

APPROVAL OF AGENDA

City Manager Saeki requested to remove Item No. 3 from the agenda and pulled Item No. 4 (to clear up a clerical error).

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to approve the agenda as amended. By consensus, the motion carried.

PRESENTATION

The following presentation was made:

- b) COUNCILMEMBER GONZALES PRESENTED A \$1,000 CHECK (REPUBLIC SERVICES COMMUNITY INVESTMENT/RECYCLING REVENUE SHARING FUND)

The following presentation will be tabled to the next meeting:

SAN FERNANDO CITY COUNCIL**MINUTES – September 8, 2015****Page 2**

- a) CERTIFICATE OF RECOGNITION TO TRANSPORTATION AND SAFETY
COMMISSIONER PHILLIP BALLIN

PUBLIC STATEMENTS – WRITTEN/ORAL

LAFD Battalion Chief Rick Combs gave a brief update regarding Los Angeles Fire Department activities, spoke in support of Item No. 8, and thanked Councilmembers for their support.

Renato Lira said that Mayor Fajardo asked a former Commissioner (that was running for Assembly) to step down from office and not use the City logo and he suggested that Mayor Fajardo do the same.

On behalf of the Police Officers' Association, Police Officer CJ Chiasson said he was present to show support for the City Council and commended them for their positive actions and for beginning to turn the City around.

Linda Campanella-Jauron talked about the positive things that Youth Speak Collective does, spoke in support of Item No. 8, and commended the City Council for considering support the El Super stores boycott.

Dee Akemon is glad the City Council is moving forward on the fireworks issue, talked about "terrible times" during the last recall and said we need to work together as a team.

John Blue talked about a cross-border family extortion case and wondered if the San Fernando Police Dept. (in conjunction with the FBI, Mexican Consulate, and California Attorney General) can put together a Spanish booklet regarding what to do in family extortion cases.

Lydia Flores, Lancaster, employed by El Super, spoke in support of Item No. 11.

Alana Miller spoke in support of Item No. 9 regarding approving a partnership with Youth Speak Collective.

(Male speaker – did not state name) also spoke in support of Item No. 9 regarding Youth Speak Collective.

Lupita Camacho said that businesses in the Downtown Mall are very upset about the filming (and how the City is handling) that is taking place and the numerous problems including loss of business profits and parking issues. She said they pay their permits, voicing their concern, and feel no one is listening.

Mary Mendoza presented a petition signed by San Fernando Downtown Mall merchants requesting that all photography and filming be stopped until the process is revamped, properly overseen, and tenants are properly compensated for loss of income.

Michael Remenih said he was very concerned about Councilmember Soto's actions at the last meeting.

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Ruben Rodriguez, Executive Director of Pueblo y Salud, spoke in support of Item No. 11 regarding boycott of El Super stores.

Jesse H. Avila also spoke in support of (and thanked Council for supporting) both Items No's 9 and 11 on the City Council agenda.

CONSENT CALENDAR

Mayor Fajardo reminded everyone that Item No. 3 was removed from the agenda.

Councilmember Soto pulled Item No. 4 and Vice Mayor Ballin pulled Item No. 6 for further discussion.

Motion by Vice Mayor Ballin, seconded by Councilmember Soto, to approve the remaining Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF AUGUST 17, 2015 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NO. 15-091 APPROVING THE WARRANT REGISTER
- 5) CONSIDERATION TO APPROVE VEHICLE DONATIONS FROM THE CITY OF VERNON AND PETRELLI ELECTRIC, INC.

By consensus, the motion carried.

Items Removed for Further Discussion

- 3) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO MANAGEMENT GROUP AND ADOPT A RESOLUTION IMPLEMENTING THE EMPLOYER PAID MEMBER CONTRIBUTIONS

Pulled from the agenda.

- 4) CONSIDERATION TO APPROVE A SIDE LETTER OF AGREEMENT TO THE EXISTING MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION AND ADOPT A RESOLUTION IMPLEMENTING THE COST SHARING FOR THE EMPLOYER PAID MEMBER CONTRIBUTIONS

Councilmember Soto stated that he was not in support of this resolution and would like to see a 3% increase (from the General Fund) for the public workers.

Councilmember Lopez said that during the process, negotiating was in good faith and an agreement was reached for the Miscellaneous Group employees and not just Public Works.

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Vice Mayor Ballin said that City Council held very lengthy discussions (a couple of Councilmembers missed some of the Closed Sessions) and suggested that the Resolution be corrected to state that the benefit shall also apply to the unrepresented confidential employees too.

Mayor Fajardo agreed that negotiations were entered in good faith, we have a phenomenal workforce, and he is very proud to have each and every one working for the City.

Finance Director Kimball clarified that the Resolution should read "...6% of normal member contributions" and not 4%.

Both City Attorney Olivarez and City Manager Saeki suggested tabling this to the next meeting, to look into the legal information and clarification.

Motion by Vice Mayor Ballin, seconded by Councilmember Lopez, to table this item to the next meeting. By consensus, the motion carried.

6) **CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH NEIGHBORHOOD HOUSING SERVICES (NHS) OF LOS ANGELES COUNTY**

In response to Vice Mayor Ballin's request regarding why this item was re-agendized, Community Development Director Fred Ramirez explained that NHS requested revisions regarding the insurance provisions and added language to clarify that any household that goes through the class would pay a fee of \$75.

Motion by Vice Mayor Ballin, seconded by Mayor Fajardo, to:

- a) Approve a Professional Services Agreement (Contract No. 1790) between the City of San Fernando and Neighborhood Housing Services of Los Angeles County to provide the community with access to financial education, affordable mortgage lending, and construction services and management for its "Don't Move-Improve! Program" in order to promote homeownership and the preservation of the City's residential neighborhoods; and
- b) Authorize the City Manager and the City Attorney to take all actions necessary to execute and implement City Contract No. 1790.

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

Mayor Fajardo announced that the following item was moved up on the agenda.

10) **APPOINTMENT TO THE PLANNING AND PRESERVATION COMMISSION**

SAN FERNANDO CITY COUNCIL**MINUTES – September 8, 2015****Page 5**

Councilmember Soto introduced David Bernal and made a motion to appoint him as his representative to the Planning and Preservation Commission as his representative. The motion was seconded by Vice Mayor Ballin and was approved by unanimous consent.

PUBLIC HEARING

- 7) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE ADDING ARTICLE XII TO CHAPTER 18 (BUILDINGS AND BUILDING REGULATIONS) OF THE CITY CODE RELATING TO EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937

City Clerk Chávez read the title of the Ordinance and Community Development Director Fred Ramirez presented the staff report and replied to questions from Councilmembers.

Mayor Fajardo opened the Public Hearing and called for public testimony.

Michel Remenih asked if the City had looked into Tesla batteries for solar power.

John Blue said that expediting the process opens up for bad companies to scam people into installing solar panels and asked if there were checks and balances to weed out these companies.

Jesse Avila said that aside from energy savings, it's a cost benefit to add value to residents' homes.

Staff replied to comments made by audience members and City Attorney Olivarez clarified the title of the ordinance.

There being no comments, he closed the public comment portion of the Hearing.

Motion by Mayor Fajardo, seconded by Vice Mayor Ballin, to waive full reading and adopt Urgency Ordinance No. U-1644 by title, "An Urgency Ordinance of the City Council of the City of San Fernando, California, Adding Article XII to Chapter 18 (Buildings and Building Regulations) of the City Code Relating to Expedited Permitting Procedures for Small Residential Rooftop Solar Systems and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937".

The motion carried with the following vote:

AYES:	Soto, Lopez, Gonzales, Ballin, Fajardo – 5
NOES:	None

SAN FERNANDO CITY COUNCIL**MINUTES – September 8, 2015****Page 6****ADMINISTRATIVE REPORTS (CONTINUED)**

- 8) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING ARTICLE III (FIREWORKS) OF CHAPTER 38 (FIRE PREVENTION AND PROTECTION) OF THE CITY CODE TO ADD DIVISION 3 REGARDING LIABILITY AND FINES FOR VIOLATIONS OF THE FIREWORKS ORDINANCE, PURSUANT TO SENATE BILL 839

Assistant City Attorney Padilla presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Gonzales, seconded by Councilmember Soto, to introduce for a first reading, in title only, Ordinance No. 1645 titled, “An Ordinance of the City Council of the City of San Fernando Amending Article III (Fireworks) of Chapter 38 (Fire Prevention and Protection) of the San Fernando Municipal Code to Add Division 3 (Liability and Penalties for Fireworks Violations) Regarding Liability and Fines for Violations of the Fireworks Ordinance, Pursuant to Senate Bill 839.”

The motion carried with the following vote:

AYES: Gonzales, Soto, Lopez, Ballin, Fajardo – 5
NOES: None

- 9) CONSIDERATION TO APPROVE PARTNERSHIP WITH YOUTH SPEAK COLLECTIVE

Recreation and Community Services Director Ismael Aguila presented the staff report. Alana Miller, Youth Speak Collective, also made a brief presentation.

Councilmembers made brief comments in support of this item.

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to:

- a) Approve a City partnership with Youth Speak Collective; and
- b) Authorize the City Manager to execute a Non-Exclusive License Agreement with Youth Speak Collective (Contract No. 1795).

By consensus, the motion carried.

- 11) DISCUSSION PERTAINING TO EL SUPER MARKETS BOYCOTT AND A RESOLUTION IN SUPPORT OF THE WORKERS, FAIR WAGES, AND PRODUCTIVE WORK ENVIRONMENT

City Manager Saeki presented the staff report. Councilmember Gonzales and Ruben Rodriguez, Pueblo y Salud, provided additional information regarding this item.

SAN FERNANDO CITY COUNCIL**MINUTES – September 8, 2015****Page 7**

Councilmembers made brief comments in support of this item.

Motion by Councilmember Gonzales, seconded by Mayor Fajardo, to adopt Resolution No. 7700 regarding endorsement of El Super Boycott. By consensus, the motion carried.

COMMITTEE/COMMISSION LIAISON UPDATES

Councilmember Gonzales gave an update regarding the Independent Cities Association and Library Commission meetings.

Councilmember Lopez also gave updates regarding the Southern California Association of Governments and Metro Service Council meetings that he attended.

Vice Mayor Ballin reported that, as Director to the Metropolitan Water District Board, she is hosting a Colorado River Aqueduct inspection trip beginning Friday to Sunday.

GENERAL COUNCIL COMMENTS

Mayor Fajardo said that he attended a grand opening of a business in the Downtown Mall and said that there are three additional businesses that will be opening soon (the City will continue to work hard at being business friendly). He thanked audience members for attending the meeting and for sharing their opinions.

Councilmember Gonzales reminded everyone of the upcoming 5K Relay and Chili Festival events and said he's looking forward the good positive things coming up.

Councilmember Soto thanked Councilmembers that showed up for the City's 104th birthday event and in response to a public speaker's comment, wrote down reference material information for the individual to research.

Vice Mayor Ballin said she wasn't able to attend the City's birthday event because she's spending time with her grandchildren who will be moving to Palo Alto very soon. She also expressed concern regarding the issues taking place with the filming companies and the losses to small businesses.

STAFF COMMUNICATION

Recreation and Community Service Director Aguila reminded everyone that the Providence Holy Cross Healthy San Fernando 5K Relay Walk/Run was only two weeks away.

SAN FERNANDO CITY COUNCIL**MINUTES – September 8, 2015****Page 8****ADJOURNMENT (8:24 P.M.)**

Motion by Councilmember Gonzales, seconded by Councilmember Lopez, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 8, 2015, meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**SEPTEMBER 21, 2015 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 6:06 p.m.

Present:

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

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, Deputy City Attorney Richard Padilla, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Police Explorer Yvonne Gonzales

APPROVAL OF AGENDA

City Manager Saeki requested that Item No.'s 8 and 9 be pulled and postponed, and reported that Item No. 7 would be moved to Administrative Reports.

Motion by Vice Mayor Ballin, seconded by Councilmember Gonzales, to approve the agenda as amended. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Richard Arroyo thanked Council for the consideration of agenda Item No. 10.

Michael Remenih addressed his comments to Councilmember Soto suggesting that he resign.

Jesse Avila suggested that the City Council approve Item No. 15 because we “cannot afford to go backwards.”

SAN FERNANDO CITY COUNCIL**MINUTES – September 21, 2015****Page 2**

Linda Campanella-Jauron spoke in support of Item No. 10 and thanked City Council for adopting the fireworks ordinance and for being vigilant and transparent and continuing to move the City forward in spite of some obstacles.

Michelle Guijarro talked about the charter school and asked why they put up a fence forcing the teachers to use neighborhood street parking and making residents struggle to find parking.

Dee Akemon also talked about how the City has accommodated the charter school, we need the red curbing back, there are four streets impacted and hundreds of cars daily, and LAUSD is not keeping their contract.

CONSENT CALENDAR

Mayor Fajardo reiterated that Item No.'s 8 and 9 were removed from the agenda. Item No.'s 7 and 11 were pulled for further discussion.

Motion by Vice Mayor Ballin, seconded by Councilmember Soto, to approve the remaining Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF SEPTEMBER 8, 2015 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT RESOLUTION NO. 15-092 APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO MANAGEMENT GROUP AND ADOPT A RESOLUTION IMPLEMENTING THE EMPLOYER PAID MEMBER CONTRIBUTIONS
- 4) CONSIDERATION TO APPROVE A SIDE LETTER OF AGREEMENT TO THE EXISTING MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION AND ADOPT A RESOLUTION IMPLEMENTING THE COST SHARING FOR THE EMPLOYER PAID MEMBER CONTRIBUTIONS
- 5) CONSIDERATION TO ADOPT ORDINANCE NO. 1645 AMENDING ARTICLE III (FIREWORKS) OF CHAPTER 38 (FIRE PREVENTION AND PROTECTION) OF THE CITY CODE TO ADD DIVISION 3 REGARDING LIABILITY AND FINES FOR VIOLATIONS OF THE FIREWORKS ORDINANCE, PURSUANT TO SENATE BILL 839
- 6) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE NO. U-1644 ADDING ARTICLE XII TO CHAPTER 18 (BUILDINGS AND BUILDING REGULATIONS) OF THE CITY CODE RELATING TO EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937

SAN FERNANDO CITY COUNCIL**MINUTES – September 21, 2015****Page 3**

- 8) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO PROVIDE FULL SERVICE ADMINISTRATION AND IMPLEMENTATION OF THE CITY OF SAN FERNANDO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Item removed under Approval of Agenda.

- 9) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RALPH ANDERSEN & ASSOCIATES TO CONDUCT A COMPREHENSIVE CLASSIFICATION AND COMPENSATION STUDY

Item removed under Approval of Agenda.

- 10) CONSIDERATION TO APPROVE A HISTORIC MATERIALS LOAN AGREEMENT

By consensus, the motion carried.

ADMINISTRATIVE REPORTS

Mayor Fajardo announced that the following items were moved up on the agenda.

- 12) APPOINTMENT TO THE TRANSPORTATION AND SAFETY COMMISSION

Vice Mayor Ballin introduced Dee Akemon and made a motion to appoint Ms. Akemon as her representative to the Transportation and Safety Commission. The motion was seconded by Councilmember Lopez was approved by unanimous consent.

- 13) UPDATE REGARDING TRAFFIC CONDITIONS AND PILOT DROP-OFF ZONE ADJACENT TO VISTA DEL VALLE DUAL LANGUAGE ACADEMY

Deputy City Manager/Public Works Director Chris Marcarello presented the staff report and replied to questions from Councilmembers.

Representatives from both Los Angeles Unified School District and Vista Del Valle Dual Language Academy made comments and replied to questions from Councilmembers.

By consensus, Councilmembers concurred to receive and file the report.

CONSENT CALENDAR (Continued) - Items Pulled for Further Discussion

- 7) PRESENTATION OF MEASURE “A” ANNUAL REPORT

Finance Director Nick Kimball gave the staff report.

By consensus, the 2015 Annual Report on the collection, management, and expenditure of Measure “A”, was received and filed.

SAN FERNANDO CITY COUNCIL**MINUTES – September 21, 2015****Page 4****11) AWARD OF CONTRACT – BRAND BOULEVARD WATERWISE LANDSCAPING, PROJECT NO. 7591, PLAN NO. 717**

Councilmember Lopez reported that he lives within 500 feet of this project and stated that, out of the abundance of caution, he was recusing himself from voting on this item.

At this time, Councilmember Lopez exited the Council Chambers.

Deputy City Manager/Public Works Director Marcarello presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to:

- a. Approve plans and specifications for the Brand Boulevard Waterwise Landscaping Project No. 7591;
- b. Accept the lowest responsive bid from KTB Construction for construction of these improvements;
- c. Approve Resolution 7701 approving a budget appropriation for the project and authorizing the City Manager to execute a Construction Contract with KTB Construction (Contract No. 1798) for an amount not to exceed \$348,335; and
- d. Establish an amount of 10% of the contract amount (\$35,000), as a contingency, to cover the cost of unforeseen construction expenses.

By consensus, the motion carried.

ADMINISTRATIVE REPORTS (CONTINUED)

At this time, Councilmember Lopez returned to the Council Chambers.

14) PREPAREDNESS ACTIVITIES FOR PREDICTED EL NIÑO WINTER STORM EVENTS

City Manager Saeki gave a brief presentation.

Staff members and Los Angeles Fire Dept. Battalion Chief Jack Wise replied to various questions from Councilmembers.

By consensus, staff was directed to include this information in the City's newsletter and Councilmembers concurred to receive and file the report.

15) CONSIDERATION AND APPROVAL OF AUTHORIZATION TO (I) SEEK INJUNCTIVE AND/OR DECLARATORY RELIEF FOR APPARENT VIOLATIONS OF GOVERNMENT CODE SECTION 54963(A) OF THE RALPH M. BROWN ACT

SAN FERNANDO CITY COUNCIL**MINUTES – September 21, 2015****Page 5**

(GOVERNMENT CODE SECTION 54950 ET SEC.) AND PENAL CODE SECTION 632 BY A MEMBER OF THE CITY COUNCIL; (II) REFER THE SAME VIOLATIONS TO THE LOS ANGELES COUNTY CIVIL GRAND JURY PURSUANT TO GOVERNMENT CODE SECTION 54963(C)(3); AND/OR (III) REFER THE SAME VIOLATIONS TO THE LOS ANGELES COUNTY DISTRICT ATTORNEY FOR POTENTIAL PROSECUTION PURSUANT TO GOVERNMENT CODE SECTION 54960(A)

Deputy City Attorney Richard Padilla presented the staff report and replied to questions from Councilmembers.

Councilmembers each provided their comments.

Motion by Vice Chair Ballin, seconded by Councilmember Lopez, to:

- a. Seek Injunctive and/or Declaratory Relief for Apparent Violations of Government Code Section 54963(a) of the Ralph M. Brown Act (Government Code Section 54950 et sec.) and Penal Code Section 632 by a Member of the City Council;
- b. Refer the Same Violations to the Los Angeles County Civil Grand Jury pursuant to Government Code section 54963(c)(3); and
- c. Refer the Same Violations to the Los Angeles County District Attorney for potential prosecution pursuant to Government Code Section 54960(a).

City Attorney Rick said that prior to the meeting, he spoke with Councilmember Soto and recommended that he not vote on this item.

The motion carried with the following vote:

AYES: Lopez, Ballin, Fajardo, Gonzales – 4
NOES: None
ABSTAIN: Soto – 1

COMMITTEE/COMMISSION LIAISON UPDATES

Councilmember Gonzales gave an update regarding a Los Angeles County Library meeting he attended including upcoming projects and proposed programs.

In response to Vice Mayor Ballin's request, both City Manager Saeki and Community Development Director Fred Ramirez talked about their experience regarding the recent Metropolitan Water District Colorado River Aqueduct tour. Vice Mayor Ballin also gave a brief update on MWD history and upcoming tours.

SAN FERNANDO CITY COUNCIL**MINUTES – September 21, 2015****Page 6****GENERAL COUNCIL COMMENTS**

Councilmember Gonzales thanked staff for their hard work and for the continuing great projects. He invited everyone to sign up for the upcoming San Fernando 5K Race.

Councilmember Soto reported that he would be attending a tour of the City's water facilities and invited Councilmembers to join.

Vice Mayor Ballin said that Councilmembers have experienced the tour of the City's water wells and she thanked the City Attorney, City Manager, and Department Heads for empowering Councilmembers in trying to make the right decisions. She encouraged her colleagues to reach out to these staff members for their knowledge as they are critical in making decisions.

Mayor Fajardo requested a brief update at the next meeting regarding City Council priorities.

Vice Mayor Ballin requested an update regarding filming at the next meeting.

STAFF COMMUNICATION

City Manager Saeki congratulated the City Council on receiving the COPS Grant; \$125,000 to assist in funding and hiring police officers.

Recreation and Community Services Director Ismael Aguila reminded everyone of the upcoming San Fernando 5K Race and invited all to attend.

ADJOURNMENT (7:59 P.M.)

Motion by Councilmember Gonzales, seconded by Mayor Pro Tem Ballin, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 21, 2015, meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: October 5, 2015

Subject: Consideration to Adopt Resolution No. 15-101 Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 15-101 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Finance Director hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Finance Director hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 15-101

ATTACHMENT "A"**RESOLUTION NO. 15-101****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 15-101****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 5th day of October, 2015.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 5th day of October, 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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10/01/2015 9:02:50AM	CITY OF SAN FERNANDO		

Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111372	10/5/2015	100066 ADS ENVIRONMENTAL SERVICES,INC	12984.22-0715		FY 15-16 DESIGN, INSTALLATION & MO 072-360-0000-4260	1,555.00
			12984.22-0815	11266	FY 15-16 DESIGN, INSTALLATION & MO 072-360-0000-4260	1,555.00
				11266	Total :	3,110.00
111373	10/5/2015	100070 ADVANCED ELECTRONICS INC.	0154513-IN		COMPUTER MAINTENANCE 001-135-0000-4260	6,564.63
				11239	Total :	6,564.63
111374	10/5/2015	100101 VERIZON WIRELESS-LA	970459610		VARIOUS CELL PHONES 001-310-0000-4220 001-105-0000-4220 072-360-0000-4220 001-101-0109-4220 001-101-0111-4220 001-101-0107-4220	-7.23 33.21 21.67 32.20 42.69 33.21
					Total :	155.75
111375	10/5/2015	100165 AMERICAN WATER WORKS	21344		REBUILD PUMP - PW0106 041-320-0312-4400	835.35
					Total :	835.35
111376	10/5/2015	100735 COASTAL AIR	15503		A/C SERVICE @ 120 MACNEIL 043-390-0000-4330	185.00
					Total :	185.00
111377	10/5/2015	100805 COOPER HARDWARE INC.	97186		HEAVY DUTY TAPE FOR MAINT 001-370-0301-4300	15.89
			97224		GRAFFITI REMOVER 043-390-0000-4300	33.77
			97292		RAIN GEAR FOR PARKING LOT & STRE 029-335-0000-4300	200.03
			97375		SAFETY GEAR 027-344-0301-4300	19.60

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Bank code :		bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
111377	10/5/2015	100805	100805 COOPER HARDWARE INC.	(Continued)		Total : 269.29		
111378	10/5/2015	101147	FEDEX	5-156-87475	COURIER SERVICE 001-190-0000-4280	73.28		
						Total : 73.28		
111379	10/5/2015	101245	G.I. LAWNMOWER SHOP	520325	EQUIP MAINT 043-390-0000-4300	96.40		
						Total : 96.40		
111380	10/5/2015	101302	VERIZON	8181811075	CITY HALL PAGING 001-190-0000-4220	46.74		
				8181811111	MUSIC CHANNEL 001-190-0000-4220	46.74		
				8181811114	CITY YARD AUTO DIALER 070-384-0000-4220	45.44		
				8181811126	RADIO REPEATER 001-222-0000-4220	46.89		
				8181811136	RADIO REPEATER 001-222-0000-4220	46.89		
				8181990351	PAC 50 TO SHERRIFFS 001-222-0000-4220	519.25		
				8183610901	SEWER FLOW MONITOR 072-360-0000-4220	53.82		
				8183612385	MTA PHONE LINE 007-440-0441-4220	109.87		
				8183612472	001-190-0000-4220 PW PHONE LINES 070-384-0000-4220	54.12		
				8183613958	CNG STATION 041-320-3661-4220	176.31		
				8183617825	HERRITAGE PARK IRRIGATION SYSTE 001-420-0000-4220	48.48		
				8188315002	PD SPECIAL PROBLEMS 001-222-0000-4220	58.21		
				8188377174	PD SPECIAL PROBLEMS 001-222-0000-4220	47.82		
						26.37		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111380	10/5/2015	101302 VERIZON	(Continued) 8188381841		ENGINEERING FAX MODEM 001-310-0000-4220	26.97
			8188987373		PD EMERGENCY 001-222-0000-4220	128.87
			8188987385		LP FAX LINE 001-420-0000-4220	31.23
					Total :	1,514.02
111381	10/5/2015	101376 GRAINGER, INC.	9828077207		WASHER - CNG STATION 041-320-3661-4400	12.60
			9832289384		MULTI-TOOL 029-335-0000-4340	73.16
					029-335-0000-4320	71.04
			9832330402		SWIVEL PNEUMATIC CASTER FOR COI 029-335-0000-4320	113.56
					Total :	270.36
111382	10/5/2015	101512 HDL, COREN & CONE	0021948-IN		CAFR SERVICES - 2014-15 CAFR 001-130-0000-4260	695.00
			0021986-IN		AUDIT SERVICES - 2014-15 UNSECURE 001-130-0000-4260	50.34
					Total :	745.34
111383	10/5/2015	101528 THE HOME DEPOT CRC, ACCT#603532202490	2063402		MAINT SUPPLIES 043-390-0000-4300	82.63
			4064527		PAINT & SUPPLIES FOR BUS BENCHES 001-310-0000-4310	94.22
			5071167		MISC SUPPLIES FOR CITY'S BDAY 017-420-1326-4300	221.33
			6030667		REPLACE BROKEN TOOLS 043-390-0000-4340	147.47
			7073680		MATLS FOR PIPE REPAIR @ PD 043-390-0000-4300	51.94
			8024505		MATLS TO RE-WIRE ALARM & PHONE 043-390-0000-4300	50.00
			8024506		SMALL TOOLS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111383	10/5/2015	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
			9024352		043-390-0000-4340 SMALL TOOLS	68.80
			9024353		043-390-0000-4340 RODENT EXTERMINATION	197.01
			9024354		043-390-0000-4300 WELDING CART & CHOP SAW	39.40
			9062308		043-390-0000-4340 SPRAY PAINT	204.57
			9241043		027-344-0301-4300 RAT TRAPS	24.85
			9241044		043-390-0000-4300 POTTING SOIL MIX	32.36
					043-390-0000-4300	66.87
					Total :	1,281.45
111384	10/5/2015	101647 INTERSTATE BATTERY	30064260		BATTERY FOR FLEET	
					041-1215	132.44
					Total :	132.44
111385	10/5/2015	101666 DE LAGE LANDEN FINANCIAL SERVS	47190740		PROPERTY TAX - SHARP/MX7001N	
			47190741		001-222-0000-4260	105.31
					PROPERTY TAX - SHARP/MX4100N	
					001-222-0000-4260	53.21
					Total :	158.52
111386	10/5/2015	101852 LARRY & JOE'S PLUMBING	2655440-0001-02		MAT'LS FOR BROKEN PIPE REPAIR	
					043-390-0000-4300	290.47
					Total :	290.47
111387	10/5/2015	101971 L.A. MUNICIPAL SERVICES	0047501000		ELECTRIC - 13003 BORDEN	
			4947501000		070-384-0000-4210	788.43
			5007501000		WATER - 12900 DRONFIELD	
					070-384-0000-4210	97.16
			5947501000		ELECTRIC - 13655 FOOTHILL	
					070-384-0000-4210	178.12
					ELECTRIC - 12900 DRONFIELD	

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111387	10/5/2015	101971 L.A. MUNICIPAL SERVICES	(Continued)				
			6577501000		070-384-0000-4210 ELECTRIC - 14060 SAYRE	5,679.98	
			6947501000		070-384-0000-4260 WATER - 13180 DRONFIELD	12,867.22	
			7577501000		070-384-0000-4210 WATER - 14060 SAYRE	5.12	
			7947501000		070-384-0000-4210 ELECTRIC - 13186 DRONFIELD	105.93	
					070-384-0000-4260	66.32	
					Total :	19,788.28	
111388	10/5/2015	101974 LOS ANGELES COUNTY	AUG 2015		DEPT OF ANIMAL CARE & CONTROL FI		
					001-190-0000-4260	7,507.43	
					Total :	7,507.43	
111389	10/5/2015	102007 L.A. COUNTY SHERIFFS DEPT.	160542SS		INMATE MEAL SERVICE - AUG 2015		
					001-225-0000-4350	626.23	
					Total :	626.23	
111390	10/5/2015	102066 MAD SCIENCE OF LOS ANGELES	28790		MORNINGSIDE MAD SCIENCE SPOOKI		
			28791		104-420-0000-4300 GRIDLEY MAD SCIENCE SPOOKTACUL	1,175.00	
					103-420-0000-4300	1,175.00	
					Total :	2,350.00	
111391	10/5/2015	102226 MISSION LINEN & UNIFORM	500887774		LAUNDRY		
			500908175		001-225-0000-4350 LAUNDRY	127.27	
			500932906		001-225-0000-4350 LAUNDRY	92.01	
			500958275		001-225-0000-4350 LAUNDRY	102.67	
					001-225-0000-4350	105.72	
					Total :	427.67	
111392	10/5/2015	102260 MOORE MEDICAL LLC	828354711		MEDICATIONS		

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111392	10/5/2015	102260 MOORE MEDICAL LLC	(Continued)				
					001-225-0000-4350	209.84	
					Total :	209.84	
111393	10/5/2015	102303 NACHO'S ORNAMENTAL SUPPLY	INV065124		MAT'LS FOR 501 1ST YARD GATE		
					043-390-0000-4300	41.61	
					Total :	41.61	
111394	10/5/2015	102325 NAPA AUTO PARTS	876753		GREASE FOR BACKHOE		
					070-383-0000-4320	37.20	
					Total :	37.20	
111395	10/5/2015	102403 NOW IMAGE PRINTING	5214		#10 WINDOW ENVELOPES & #9 RETUF		
					070-382-0000-4300	967.44	
					072-360-0000-4300	967.43	
					Total :	1,934.87	
111396	10/5/2015	102432 OFFICE DEPOT	1834421441		PENCILS, COIL CORD, PENS, CLIPS,		
			785593214001		001-222-0000-4300 CASH DRAWERS	84.24	
			787062364001		001-222-0000-4300 CASH DRAWER	496.00	
			789406327001		001-222-0000-4300 LEGAL COPY PAPER, BATTERIES, POS	165.33	
			789406574001		001-1200 REUSABLE TIES	111.37	
			790971039001		001-135-0000-4300 CORNER MESH ORGANIZER	15.65	
			790971586001		001-222-0000-4300 EVERYDAY FILE, DESK FILE SORTER	47.73	
			790971587001		001-222-0000-4300 DESK ORGANIZER, HIGHLIGHTERS, E	51.77	
			790971589001		001-222-0000-4300 USB	54.98	
			790971590001		001-222-0000-4300 USB	43.78	
					001-222-0000-4300	61.09	

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111396	10/5/2015	102432 OFFICE DEPOT	(Continued) 790991843001		OFFICE SUPPLIES FOR MECH DIV 041-320-3661-4300	175.15
			790992038001		BLACK INK 041-320-3661-4300	50.36
			791637784001		CHAIR MAT, WIPES & DELL TONERS 001-130-0000-4300	179.05
			791919539001		LETTER OPENER, HP INK 001-222-0000-4300	132.47
			793081611001		POST ITS, NOTE PADS, FILES 001-222-0000-4300	47.63
			793081760001		POST IT TABS 001-222-0000-4300	22.03
			794424261001		FASTENERS 001-222-0000-4300	20.47
			794424436001		COPY PAPER, POST IT NOTES 001-222-0000-4300	259.90
			794424437001		POST IT NOTES 001-222-0000-4300	19.90
					Total :	2,038.90
111397	10/5/2015	102530 AT & T	818-270-2203		ISDN LINE/LASN NETWORK 001-222-0000-4220	108.37
					Total :	108.37
111398	10/5/2015	102666 PREFERRED DELIVERY SYSTEMS INC	549-126		COURIER SERVICE 001-222-0000-4260	206.00
					Total :	206.00
111399	10/5/2015	102779 RAMIREZ, THOMAS	SEPT 2015		KARATE INSTRUCTOR 017-420-1326-4260	570.00
					Total :	570.00
111400	10/5/2015	103010 SAM'S CLUB DIRECT, #0402465855179	3306		SENIOR PROGRAM REFRESHMENTS 004-2346	96.68
			623		BREAK ROOM SUPPLIES 001-222-0000-4300	247.29

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111400	10/5/2015	103010 SAM'S CLUB DIRECT, #0402465855179	(Continued) 625		BREAK ROOM SUPPLIES 001-222-0000-4300	21.86
					Total :	365.83
111401	10/5/2015	103029 SAN FERNANDO, CITY OF	16059-16097		REIMBURSEMENT TO WORKERS COM 006-1035	14,877.87
					Total :	14,877.87
111402	10/5/2015	103057 SAN FERNANDO VALLEY SUN	9387		ORD NO. 1644-U ADOPTION 001-115-0000-4230	1,037.50
					Total :	1,037.50
111403	10/5/2015	103090 SUSAN SAXE-CLIFFORD, PH.D.	15-0916-2		PSYCH EVAL 001-222-0000-4260	450.00
					Total :	450.00
111404	10/5/2015	103176 SIMS WELDING SUPPLY CO.	11945157		PLASMA CUTTER 041-320-3661-4450	1,989.25
					Total :	1,989.25
111405	10/5/2015	103184 SMART & FINAL	177709		ENP SUPPLIES 115-422-3750-4300	153.68
					004-2382	7.32
			193429		004-2346	12.66
					9V BATTERIES FOR GYM ALARM 017-420-1337-4300	26.10
			195470		001-420-0000-4300	17.71
					SR CLUB SUPPLIES FOR DANCE ON 04 004-2380	344.14
					Total :	561.61
111406	10/5/2015	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753		NATURAL GAS FOR CNG STATION 041-320-3661-4402	8,656.92
					Total :	8,656.92
111407	10/5/2015	103250 STANLEY PEST CONTROL	752971		PEST CONTROL @ PD 043-390-0000-4260	94.00

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111407	10/5/2015	103250 STANLEY PEST CONTROL	(Continued)		Total :	94.00
111408	10/5/2015	103439 UPS	831954365		COURIER SERVICES 001-190-0000-4280	113.00
					Total :	113.00
111409	10/5/2015	103444 ULTRA GREENS, INC	56064		LANDSCAPE MAT'L'S @ 120 MACNEIL 043-390-0000-4300	189.66
					Total :	189.66
111410	10/5/2015	103510 V & V MANUFACTURING, INC.	41682		FLAT BADGE & HAT BADGE 001-222-0000-4300	227.38
					Total :	227.38
111411	10/5/2015	103534 VALLEY LOCKSMITH	2706		NEW CORES INSTALLATION 001-222-0000-4260	174.25
			2711		LOCK REPAIR IN JAIL 001-222-0000-4260	65.00
			2715		KEYS FOR NEW VEHICLE - PD5563 041-320-0225-4400	87.60
			2981		KEYS - PW8399 041-320-0226-4400	39.42
					Total :	366.27
111412	10/5/2015	103574 VERDIN, FRANCISCO JAVIER	07/01/15 - 09/30/15		MEXICAN FOLKLORICO DANCE CLASS 017-420-1362-4260	1,197.00
					Total :	1,197.00
111413	10/5/2015	103903 TIME WARNER CABLE	8448200540010369		CABLE 09/18/15-10/17/15 001-222-0000-4260	382.06
			8448200540028882		CABLE - 09/13/15-10/12/15 001-420-0000-4260	172.91
			8448200540196309		INTERNET SERVICES - 09/23-10/22 001-190-0000-4220	1,100.00
			8448200540222204		CABLE 08/29/15-09/28/15 043-390-0000-4260	94.95
					Total :	1,749.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111414	10/5/2015	887121 DELL MARKETING L.P.	XJRF6P9N7		NEW PCS, MONITORS & SOFTWARE T	
				11258	043-390-0000-4300	815.64
				11258	041-320-0000-4300	543.76
				11258	070-381-0000-4300	271.88
				11258	070-384-0000-4300	135.94
				11258	072-360-0000-4300	135.94
			XJRFM25T1		NEW PCS, MONITORS & SOFTWARE T	
				11258	043-390-0000-4300	590.73
				11258	041-320-0000-4300	393.81
				11258	070-381-0000-4300	196.90
				11258	070-384-0000-4300	98.45
				11258	072-360-0000-4300	98.45
			XJRFTDNN7		NEW PCS, MONITORS & SOFTWARE T	
				11258	043-390-0000-4300	1,982.84
				11258	041-320-0000-4300	1,321.88
				11258	070-381-0000-4300	660.94
				11258	070-384-0000-4300	330.47
				11258	072-360-0000-4300	330.47
					Total :	7,908.10
111415	10/5/2015	887270 AMERICAN TRANSPORTATION SYSTEM	53024		TRANSPORTATION SERVICES - LA COL	
					007-440-0443-4260	844.28
					Total :	844.28
111416	10/5/2015	887323 KINGSBURY UNIFORMS	52993		UINFORM SHIRTS	
					001-222-0000-4300	444.55
					Total :	444.55
111417	10/5/2015	887568 TRANS TECH	011348		REPLACE VALVE BODY SOLENOID PAC	
					041-320-0311-4400	493.02
					Total :	493.02
111418	10/5/2015	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		DEPOSIT FOR 18TH ANNUAL EXPLORE	
					001-226-0230-4430	200.00
					Total :	200.00
111419	10/5/2015	887952 J. Z. LAWNMOWER SHOP	12056		SAWS FOR SIGN CLEARANCE	

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111449	10/5/2015	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0231505		070-384-0000-4260 WATER ANALYSIS - F550752	139.60
			L0231510		070-384-0000-4260 WATER ANALYSIS - F550751	164.00
			L0231511		070-384-0000-4260 WATER ANALYSIS - F551209	139.60
			L0231537		070-384-0000-4260 WATER ANALYSIS - F551777	139.60
			L0231887		070-384-0000-4260 WATER ANALYSIS - F551984	139.60
					070-384-0000-4260	164.00
					Total :	910.40
111450	10/5/2015	891129 DAVIS ENTERPRISES	70-2252		QUICK COUPLERS DEP REFUND 070-2252	320.00
					Total :	320.00
111451	10/5/2015	891253 SAN FERNANDO SMOG TEST ONLY	3629		SMOG TEST - 6KMS286	
			3630		041-320-0224-4450 SMOG TEST - 6KBP331	50.00
			3635		041-320-0224-4450 SMOG TEST - 6LHM163	50.00
			3666		041-320-0224-4450 SMOG TEST - 6S17528	50.00
					041-320-0226-4450	50.00
					Total :	200.00
111452	10/5/2015	891270 SARGSYAN, NAREH	08/16/15-09/19/15		PILATES INSTRUCTOR 017-420-1337-4260	80.00
					Total :	80.00
111453	10/5/2015	891305 EATON CORPORATION	42863951	11261	5KVA 9PX UPS AND 5 KVA TRANSFORM	
					001-222-0000-4320	4,065.00
					001-222-0000-4320	386.18
					Total :	4,451.18

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111454	10/5/2015	891311 TORRES, RITA	09/05/15 - 09/18/15		ENP SUBSTITUTE			
					115-422-3750-4270	126.00		
					115-422-3752-4270	9.00		
					Total :	135.00		
111455	10/5/2015	891329 MIKE'S TIRE MAN INC	0041671		TIRES FOR FLEET			
					041-1215	1,939.94		
					Total :	1,939.94		
111456	10/5/2015	891377 REYES, JOSE	09/05/15 - 09/18/15		HDM DRIVER			
					115-422-3752-4270	162.00		
					115-422-3752-4390	56.16		
					Total :	218.16		
111457	10/5/2015	891442 ALEX AUTO DETAILING	0941		DETAIL FOR GRAPHICS - PD5563			
					041-320-0225-4400	100.00		
					Total :	100.00		
111458	10/5/2015	891533 DEXMEDIA	490003218406		DOMAIN REGISTRATION & E-MAIL HOS			
					001-190-0000-4220	50.95		
					Total :	50.95		
111459	10/5/2015	891573 PERFORMANCE TRUCK & TRAILER	IN39572		STROBE TUBES - PW2487			
					041-320-0311-4400	271.41		
					Total :	271.41		
111460	10/5/2015	891575 TAPIA, ANDREW	08/16/15-09/19/15		BODY SCULPTING INSTRUCTOR			
					017-420-1337-4260	15.00		
					Total :	15.00		
111461	10/5/2015	891577 BEALL, JOSHUA	ST DTD CK#108182		REPL STALE DTD CK - BODY SCUPLTIN			
					017-2140	45.00		
					Total :	45.00		
111462	10/5/2015	891664 GOLDEN TOUCH CLEANING, INC	61870	11242	AUG - JANITORIAL SERVICES CONTRA			
					043-390-0000-4260	12,550.00		
					Total :	12,550.00		

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: October 5, 2015

Subject: Consideration to Adopt a Resolution Fixing the Employer Healthcare Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care Act

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7702 (Attachment "A") implementing the Retiree Medical Tier III healthcare benefit agreed to by all bargaining units.
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. In March 2015, the City began negotiating with all bargaining units - San Fernando Management Group (SFMG), San Fernando Public Employees Association (SFPEA), San Fernando Police Officers Association (SFPOA), San Fernando Police Management Unit (SFPOA-PMU), San Fernando Police Civilians Association (SFPCA), and San Fernando Part-time Employees Bargaining Unit (SFPEBU).
2. One of the primary objectives during negotiations was to reduce the City's overall exposure to health care premiums by limiting the growing future liability exposure for retiree health benefits.
3. The City was able to reach agreement with all bargaining units to create a new tier for retiree medical benefits that reduced the benefit for new employees hired after July 1, 2015 to the minimum allowed under the Public Employers Medical and Hospital Care Act (PEMHCA), which is currently \$122 per month. The minimum amount is adjusted by CalPERS each year based on inflation.

Consideration to Adopt a Resolution Fixing the Employer Healthcare Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care ActPage 2 of 3

4. The retiree medical benefit for current retirees and employees hired prior to July 1, 2015 remain unchanged.

ANALYSIS:

The City contracts with the California Public Employees Retirement System (CalPERS) to provide group medical insurance to active and retired employees. To implement the new retiree medical benefit tier, CalPERS requires the City to adopt a Resolution (Attachment A) fixing the employer contribution at an equal amount for employees and annuitants under PEMHCA. The resolution will be effective January 1, 2016 to coincide with the new policy year for CalPERS health plans.

It is important to note that, although this will not change the medical benefits current retirees receive, it will change the method in which they receive them. Currently, the City is billed directly for medical premiums for retired employees. Under the new structure, medical premiums will be deducted from the retirees pension check, less the \$122 PEMHCA minimum contribution, and the City will reimburse the retiree directly for the amount deducted. For retirees enrolled in direct deposit, the City will strive to deposit the reimbursement on the same day the premiums are deducted from their pension check. For retirees that are not enrolled in direct deposit, there may be a lag in reimbursement.

Staff will begin sending correspondence to retirees along with direct deposit forms to notify them of the change in provision of benefits and encourage them to enroll in direct deposit prior to the first deduction in January 2016.

BUDGET IMPACT:

Since the reduced retiree medical benefit only applies to new employees hired after July 1, 2015, there is minimal immediate impact to the City's long-term future liability. However, as current employees are replaced with new employees through attrition and retirement, the City's future liability will not continue to grow exponentially as it would have under the current benefit structure. The City will experience a significant financial benefit in terms of savings in retiree health care costs over the next 10 to 15 years.

CONCLUSION:

Approval of the Resolution will allow the City to implement the new retiree medical benefit tier for new employees, thereby achieving one of the City's primary objectives during negotiations.

Consideration to Adopt a Resolution Fixing the Employer Healthcare Contribution at an Equal Amount for Employees and Annuitants Under the Public Employees' Medical and Hospital Care ActPage 3 of 3

Limiting the City's exposure to future medical premium inflation for new employees will provide a significant financial benefit to the City in the long-term.

ATTACHMENT:

A. Resolution No. 7702

ATTACHMENT “A”**RESOLUTION NO. 7702****FIXING THE EMPLOYER CONTRIBUTION AT AN
EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS
UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND
HOSPITAL CARE ACT**

WHEREAS, (1) City of San Fernando is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

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

(a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan or plans up to a maximum of:

Medical Group	Monthly Employer Contribution
001 Police Officers Association	PEMHCA Minimum
002 Employees Association	PEMHCA Minimum
003 Management	PEMHCA Minimum
004 Elected Officials	PEMHCA Minimum
005 Hourly Employees	PEMHCA Minimum

Plus administrative fees and Contingency Reserve Fund assessments.

(b) City of San Fernando has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

(c) That the participation of the employees and annuitants of City of San Fernando shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of San Fernando would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

(d) That the executive body appoint and direct, and it does hereby appoint and direct, Personnel Manager to file with the Board a verified copy of this resolution, and to perform on behalf of City of San Fernando all functions required of it under the Act.

(e) That this resolution will be effective January 1, 2016.

PASSED, APPROVED, AND ADOPTED this 5th day of October, 2015.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 5th day of October, 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

INSTRUCTIONS

This resolution form is the approved form designated by the California Public Employees' Retirement System (CalPERS). It should be used by a contracting agency subject to Public Employees' Medical and Hospital Care Act (PEMHCA) when the agency desires to change the monthly employer health contribution for employees and annuitants in accordance with Government Code Section 22892.

The resolution is **effective on the first day of the second month** following the month in which the resolution is filed (date stamped as received by CalPERS; See address below).

WHEREAS, (1) should be completed with full name of the contracting agency and recognized employee organizations.

RESOLVED, (a) should be completed to specify the amount of the employer contribution toward the cost of enrollment for active employees and annuitants. The amount specified must be an amount equal to or greater than that prescribed by Section 22892(b).

Commencing January 1, 2009, the employer contribution shall be adjusted annually by the Board to reflect any change in the medical component of the Consumer Price Index, and shall be rounded to the nearest dollar.

RESOLVED, (b) should be completed with full name of the contracting agency.

RESOLVED, (c) should be completed with full name of the contracting agency.

RESOLVED, (d) requests the position title of the individual who handles the PEMHCA resolution for the contracting agency.

RESOLVED, (d) should be completed with full name of the contracting agency.

Because resolutions serve as a legally binding document, we require the original resolution, certified copy with original signatures, or a copy of the resolution with the agency's raised seal.

For resolution processing, deliver to the following:

Overnight Mail Service

California Public Employees' Retirement
System
Health Contracts Unit
400 Q Street
Sacramento, CA 95811-6210

Regular Mail

California Public Employees' Retirement
System
Health Contracts Unit
PO BOX 942714
Sacramento, CA 94229-2714

The certification shown following the resolution is to be completed by those individuals authorized to sign for the contracting agency in legal actions and is to include the name of the executive body; i.e. Board of Directors, Board of Trustees, etc., the location and the date of signing.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Michael E. Okafor, Personnel Manager

Date: October 5, 2015

Subject: Consideration to Approve a Professional Services Agreement with Reward Strategy Group to Conduct a Comprehensive Classification and Compensation Study

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" - Contract No. 1797) with Reward Strategy Group to perform a comprehensive classification and compensation study; and
- b. Authorize the City Manager to make non-substantive corrections and execute the contract.

BACKGROUND:

1. On February 7, 1966, the City Council approved the engagement of the services of Griffenhagen-Kroeger, Incorporated, to conduct a complete analysis of the City's job classifications, as well as the existing salary plan. The primary purpose of the study was to ensure that the City had up-to-date class specifications for all positions, and properly established salary differentials between classes.
2. Over the years, staff has performed periodic evaluation and update of various job classifications as positions became open, or as necessitated by change in job requirements.
3. On June 28, 2005, the City Council approved a Memorandum of Understanding (MOU) between the City and the San Fernando Public Employees' Association (SFPEA). Per the provisions of the MOU, the City agreed to conduct a comprehensive wage and benefit study of about 65 existing City job classifications to be completed by February 2007.
4. On August 7, 2006, the City Council approved a professional services agreement with Johnson & Associates to conduct the wage and benefit study of 65 City job classifications

Consideration to Approve a Professional Services Agreement with Reward Strategy Group to Conduct a Comprehensive Classification and Compensation StudyPage 2 of 3

based on twelve (12) specified agencies negotiated in the MOU with SFPEA. This study was completed in January 2007.

5. On June 15, 2015, the City Council approved a Memorandum of Understanding (MOU) between the City and the San Fernando Police Officers' Association (SFPOA). Per Article 18.02 of the MOU, the City agreed to conduct a classification and compensation study of all job classes to be completed by June 30, 2016.
6. On August 3, 2015 and August 17, 2015, the City Council approved MOUs between the City and SFPOA Police Management Unit, as well as between the City and the San Fernando Police Civilians' Association (SFPCA), respectively. Articles 19.02 and 17.05 of the respective MOUs include the City's agreement to conduct a classification and compensation study of all job classes to be completed by June 30, 2016.
7. On September 21, 2015, the City Council approved MOUs between the City and San Fernando Management Group (SFMG) and SFPEA that included agreement by the City to conduct a classification and compensation study of all job classes to be completed by June 30, 2016.
8. On August 6, 2015, staff published in the *San Fernando Sun* a Notice Inviting Proposals for conduct of a comprehensive classification and compensation study from interested firms. The Request for Proposals (RFP) was also released to various interested firms, and posted on the City's website with a proposal submittal deadline of August 27, 2015.

ANALYSIS:

Six (6) proposals were received from the following firms: Arthur J. Gallagher & Company; JER HR Consulting; Koff & Associates; Ralph Andersen & Associates; Reward Strategy Group; and Segal Waters Consulting Group.

Staff reviewed all proposals based on the following criteria:

- Firm's demonstrated expertise in classification and compensation studies on behalf of clients similar to the City of San Fernando.
- Perceived ability of firm to meet the needs of the City of San Fernando including, but not limited to, ability of the firm to perform high quality work, costs of services and ability to control costs.
- Firm's availability and accessibility to work within the proposed schedule.

Consideration to Approve a Professional Services Agreement with Reward Strategy Group to Conduct a Comprehensive Classification and Compensation StudyPage 3 of 3

- The experience, professional credentials and references of those persons who will actually be conducting the study.
- Firm's conceptual approach and process related to customer service as well as how the project will be managed, and firm's ability to work effectively with City staff.

After a thorough review of the six proposals, it was determined that Reward Strategy Group most met the criteria specified above. Their firm has over 28 years of local government consulting experience, and has conducted similar studies for over 20 municipalities in California within the last five years. Their proposed approach and methodology for the six-month project is excellent, while their fee of \$56,700 is reasonable. The proposals from all firms range in price from \$44,600 to \$115,000. The proposal from Reward Strategy Group is attached as Exhibit "A".

Their fee of \$56,700 is fixed, and includes professional services and miscellaneous expenses (travel, hotel, supplies, and so on). The cost also includes four (4) separate field trips to the City to conduct study-kick off meetings, interviews, and report presentations. If additional on-site meetings are required, they would be billed at an hourly billing rate of \$200/hour for the President and \$140/hour for the Senior Consultant.

BUDGET IMPACT:

A total of \$50,000 was included in the fiscal year 2015-2016 budget for the class and compensation study. The additional \$6,700 will be funded using Appropriated Reserves.

CONCLUSION:

Approval of the attached Professional Services Agreement (Attachment "A") is necessary to enable Reward Strategy Group to perform a comprehensive classification and compensation study for the City as stipulated in the respective MOUs with SFPOA, SFPCA, SFPEA, and SFMG.

ATTACHMENT:

- A. Contract No. 1797 (Including Exhibit "A" – Proposal from Reward Strategy Group)

ATTACHMENT "A"
CONTRACT NO. 1797

AGREEMENT FOR PROFESSIONAL SERVICES

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 5th day of October, 2015 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law City ("CITY") and Reward Strategy Group, a California corporation ("CONSULTANT").

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any specially trained and experienced firm or corporation for special services and advice on financial, economic, accounting, engineering, legal or administrative matters; and

WHEREAS, CITY desires to obtain the services of a private consultant to conduct a City-wide classification and compensation study involving 95 full-time and 55 part-time positions currently allocated to 65 job classifications; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

1. DEFINITIONS

A. "Scope of Services": Such professional services as set forth in Section 2, on pages 2 through 6 of Exhibit A (Consultant's Proposal) attached hereto and incorporated herein by this reference.

B. "Approved Fee Schedule": Such compensation rates as set forth in Section 5, on page 11 of Exhibit A, and described below under "Compensation," and incorporated herein by this reference.

C. "Commencement Date": October 14, 2015

D. "Expiration Date": June 30, 2016

2. CONSULTANT'S SERVICES

A. Scope of Services. Subject to the terms and conditions set forth in this Agreement, CONSULTANT agrees to perform the services identified in the Scope of Services described in Exhibit A. CITY shall have the right to request, in writing, changes in the Scope of Services or the work to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Time for Performance. CONSULTANT shall commence the services on October 14, 2015, and shall perform all services on a schedule that will result in completion of all work, develop draft and final reports incorporating all study recommendations and supporting data, as well as present the findings to managers, employees, labor representatives, project committees and the City Council by June 30, 2016. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of failure of CONSULTANT or its subcontractors, to have related services or tasks completed in a timely manner.

C. Standard of Performance. CONSULTANT shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. CONSULTANT shall comply with all applicable federal, state and local laws, ordinances, codes and regulations, including the conflict of interest provisions of Government Code section 1090 and Political Reform Act (Government Code section 81000 et seq.). CONSULTANT represents and acknowledges that all of CONSULTANT's employees, agents, contractors, subcontractors and sub-consultants possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT. The parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without reimbursement from the 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, sub-contractors and sub-consultants.

3. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Personnel Manager - (hereinafter the "City Representative"). It shall be CONSULTANT's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONSULTANT shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

B. Consultant Representative. For the purposes of this Agreement, Allan Crecelius is hereby designated as the principal and representative of CONSULTANT authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by CONSULTANT without the prior written approval of CITY. Notice to the Responsible Principal shall constitute notice to CONSULTANT.

4. CONSULTANT'S PERSONNEL

A. CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All such services will be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

B. CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

C. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

D. CONSULTANT shall be responsible for payment of all employees' and sub-consultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

E. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City of San Fernando business license.

5. FACILITIES AND EQUIPMENT

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

6. TERM OF AGREEMENT

This Agreement is effective as of October 14, 2015, and shall terminate on June 30, 2016, unless sooner terminated as provided in Section 18 herein. The City Manager may extend the term for additional period as he deems necessary, if, in his sole discretion, the extension is warranted.

7. COMPENSATION

A. CITY agrees to compensate CONSULTANT for the services provided under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed fifty-six thousand, seven hundred dollars (\$56,700) payable as earned during the project. The total cost of \$56,700 includes cost for professional services, as well as expense reimbursements, which is based on the scope of services as described in Exhibit A. Expense reimbursements are included in the total cost, and include all clerical services, copying/printing, postage/delivery, long distance telephone, transportation, lodging, meals, and related items.

The total cost also includes attendance to two (2) City Council meetings for report presentations, four (4) separate meetings with employees for training and interviews, as well as three (3) study kick-off meetings. Reviews of preliminary and draft documents can also be accomplished by video or teleconference at no additional cost to the City.

CITY shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to CONSULTANT. No claims for compensation in excess of the not-to-exceed amount for the project as shown above will be allowed unless such additional compensation is authorized by CITY in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to and approved by the City Manager.

B. Additional Services. If additional on-site meetings are required, they would be billed at an hourly billing rate of \$200/hour if performed by President, Allan Crecelius, and \$140/hour if performed by Senior Consultant, Gina Calderon. No claims for additional services performed by CONSULTANT which are beyond the scope set forth in Exhibit A will be allowed unless such additional work is authorized by CITY in writing prior to the performance of such services. Additional services, if any are authorized, shall be compensated on a time and materials basis using CONSULTANT's hourly billing rates as specified above. Fees for such additional services shall be paid within thirty (30) days of the date CONSULTANT issues an invoice to CITY for such services.

8. METHOD OF PAYMENT

A. CONSULTANT shall submit to CITY an invoice, on a monthly basis, for the services performed pursuant to this Agreement. The compensation for professional services shall be paid on a percentage of work completed basis; project expenses shall be reimbursed on a monthly basis as the expenses are incurred. The final fifteen (15) percent of the not-to-exceed amount of \$56,700 for professional services and expenses shall be retained by CITY until all tasks listed on the Scope of Work have been completed.

B. Each invoice shall itemize the services rendered during the billing period and the amount due. Such itemizations shall include the tasks completed for the period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Each invoice shall be signed by the Consultant Representative, certifying as to the truth and accuracy of the statements therein. Within ten (10) business days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7.

9. OWNERSHIP OF WORK PRODUCT

All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may

take and retain such copies of the written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

10. TRAVEL REIMBURSEMENT

Travel by CONSULTANT or any sub-consultant or sub-contractor pursuant to this Agreement where necessary to complete the services agreed to be performed under this Agreement and approved in advance by the City Representative, shall be a reimbursable expense, subject to the limits in Section 7. Travel expenses shall be reasonable and shall be incurred in the most cost efficient manner possible. All requests for travel reimbursement shall be accompanied by appropriate back-up documentation and receipts evidencing authorized expenses.

11. INDEPENDENT CONTRACTOR

CONSULTANT and all persons retained or employed by CONSULTANT will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONSULTANT as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONSULTANT. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors, and sub-consultants. 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 conferred by CITY in writing.

12. CONFIDENTIALITY

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

13. CONFLICTS OF INTEREST

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

14. INDEMNIFICATION

A. Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused solely by the negligence of the City, its Council, boards, commissions, officers and employees, to the full extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend CITY, its elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, sub-contractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice. The provisions of this indemnity provision are intended to by the parties to be interpreted and construed to provide the City, its elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, 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.

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

B. CONSULTANT's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY, its officers, agents, employees and volunteers.

C. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations for the benefit of CITY, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONSULTANT or any of its officers, employees, servants, agents, sub-contractors, volunteers or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

D. 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.

CONSULTANT agrees that CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

E. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation laws regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

15. INSURANCE

A. CONSULTANT agrees that it shall procure and maintain throughout the initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Section) insurance against claims for performance of this Agreement. CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration of this Agreement or any extended period set forth herein:

1. 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 equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability, and Two Million Dollars (\$2,000,000) in the aggregate.
2. Professional Liability 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 One Million Dollars (\$1,000,000) per occurrence and in the aggregate.
3. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
4. Workers' Compensation/Employer's Liability insurance: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with

Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000) per accident of bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council, and CITY's elected and appointed officials, officers, and employees, agents and volunteers for losses paid under the terms of the insurance policy.

B. CONSULTANT shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. The Certificate of Insurance shall be on an "Accord" form.

D. CONSULTANT agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT'S expense, the premium thereon.

E. Prior to commencement of work under this Agreement, CONSULTANT shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.

F. CONSULTANT shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

G. The liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

H. The insurance provided by CONSULTANT shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT, and CONSULTANT's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

K. If CONSULTANT is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

L. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

A. CITY shall provide CONSULTANT with all pertinent data, documents and other requested information as is reasonably available for the proper performance of CONSULTANT's services.

B. In the event any claim or action is brought against CITY relating to CONSULTANT's performance in connection with this Agreement, CONSULTANT shall render any reasonable assistance that CITY may require.

17. RECORDS AND INSPECTIONS

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

18. TERMINATION OF AGREEMENT

A. CITY shall have the right to terminate this Agreement for any reason or for no reason on five (5) calendar days' written notice to CONSULTANT. CONSULTANT shall have the right to terminate this Agreement for any reason or no reason on sixty (60) calendar days' written notice to CITY. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY.

B. In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement.

19. 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 attached hereto in Exhibit A, 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.

20. FORCE MAJEURE

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

21. NOTICES

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

If to CITY:

Attn: Michael Okafor
Personnel Manager
City of San Fernando
117 Macneil Street
San Fernando, California 91340
Telephone: (818) 898-1239
Facsimile: (818) 898-1219

If to CONSULTANT:

Attn: Allan Crecelius
President
Reward Strategy Group
12707 High Bluff Drive, Ste 200
San Diego, California 92130
Telephone: (858) 259-3800
Facsimile: (858) 792-7465

22. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

23. PROHIBITION AGAINST ASSIGNMENT

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

24. ATTORNEY'S FEES

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

25. ENTIRE AGREEMENT

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

26. GOVERNING LAW; JURISDICTION

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

27. SEVERABILITY

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

28. CAPTIONS

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

29. EXECUTION

This Agreement shall be executed in two (2) original counterparts, each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all counterparts in conformity with Section 25 above.

30. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

31. 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.

32. 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.

AS OF THE DATE WRITTEN ABOVE, the parties evidence their agreement to the terms of this Agreement by signing below:

(SIGNATURE PAGE TO FOLLOW)

CITY OF SAN FERNANDO

CONSULTANT:

By: _____
Brian Saeki
City Manager

By: _____
Allan Crecelius
President
Reward Strategy Group, Inc.

CONSULTANT:

By: _____
Sandra Comrie
Executive Director
Reward Strategy Group, Inc.

ATTEST:

By: _____
Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

By: _____
Rick Olivarez
City Attorney

EXHIBIT "A"

City of San Fernando

**Proposal to Conduct
A Classification & Compensation Study**

August 2015

Submitted by:



Allan Crecelius, President
12707 High Bluff Drive, Suite 200, San Diego, 92130
(858) 259-3800 ■ Fax (858) 792-7465
www.rewardstrategy.com

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**SECTION 1 – COVER LETTER**

August 20, 2015

Mr. Michael Okafor
Personnel Manager
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Dear Mr. Okafor:

Reward Strategy Group (RSG) is pleased to respond to the City of San Fernando's RFP to conduct a study of the City's Classification and Compensation Plan.

BACKGROUND

Legal Name: Reward Strategy Group, Inc. (a California corporation)
Address: 12707 High Bluff Drive, Suite 200, San Diego, CA 92130
Telephone: (858) 259-3800 Fax: (858) 792-7465
Firm Owners: Allan Crecelius, President Sandra Comrie, Executive Director
Primary Contact: Allan Crecelius, President Email: acrecelius@rewardstrategy.com
Website: www.rewardstrategy.com

Reward Strategy Group has been conducting classification and compensation studies for municipalities for 28 years. In fact, classification and compensation are the core specialties of RSG's consulting practice. With decades of experience in conducting complete classification and compensation studies for a wide variety of both public and private sector organizations, RSG is very well qualified to perform these services for the City. We have accrued a depth of experience in classification and compensation plan analysis/design that is equaled by few, if any, other consultants.

Our proposal follows. We look forward to the opportunity to be of service to the City of San Fernando.

Sincerely,

A handwritten signature in black ink, appearing to read 'Allan'.

Allan M. Crecelius
President

SECTION 2 – SCOPE OF WORK & METHODOLOGY

BACKGROUND

The City of San Fernando is seeking a qualified human resources consulting firm to conduct a classification and compensation study for approximately 65 classifications (approximately 95 full-time and 55 part-time employees).

The last City-wide classification study was over 20 years ago, and the last compensation review was in 2007. The purpose of the study is to address changes in operations and staffing over the last several years. Reward Strategy Group is prepared and well positioned to bring the City's classification and compensation plan up to date:

- ◆ The firm has been successfully conducting classification studies for both public and private sector clients for **28 years**.
- ◆ Two senior classification/compensation **experts** will be available to serve the City.
- ◆ Our firm has an excellent record of performing client projects on time and within budget.

STUDY OBJECTIVES

- ◆ Develop an updated position classification plan that recognizes the changes that have occurred over the last several years and meets the City's operational needs while ensuring the City can continue to attract and retain skilled employees.
- ◆ Ensure the classification plan identifies required competencies and provides specific job families in levels of progression.
- ◆ Ensure positions are effectively grouped into class series and career ladders.
- ◆ Recommend salaries that are commensurate with duties and provide justifiable pay differentials between classes.
- ◆ Create new classifications and position descriptions and recommend placement in the City's salary structure.
- ◆ Develop recommendations on staff alignments, reporting relationships and organizational structure.

OUR APPROACH TO CLASSIFICATION

Our consultants will collect and confirm job content information, conduct a rigorous assessment of classification system design alternatives, develop an updated classification structure, improve titling protocols, write new or update current class specifications, and allocate all studied positions into the new class structure.

OUR APPROACH TO COMPENSATION

RSG's approach to public sector surveying is to obtain complete salary structures, organization charts, operating budgets and classification documents from the comparison agencies and perform benchmark job comparability analyses, building an accurate salary survey database for appropriately comparable marketplace jobs for each City benchmark. RSG will recommend competitive and equitable salary grade/range assignments for all studied classes.

COMMUNICATION THROUGHOUT THE STUDY

Allan Crecelius, RSG's Project Manager, has successfully managed a large number of consulting assignments and is skilled at ensuring the client is fully informed on study progress throughout the engagement. Mr. Crecelius will maintain an open channel of communication with the Personnel Manager, City Manager and/or the City Council, and any other appropriate City contacts until the conclusion of our work. He will be available to attend two City Council meetings and four meetings with employees, not including three kick-off meetings.

METHODOLOGY

The City's study will be conducted in three phases:

- Phase 1 – Classification
- Phase 2 – Compensation
- Phase 3 – Study Conclusion

PHASE 1 – CLASSIFICATION

- ◆ **Gather and Review Background Information.** The consultant team will review all appropriate organizational information and current classification/compensation documentation. We will meet with executive management to discuss all areas of the organization and their perspectives on the state of position classification and pay within the City, develop goals and establish priorities. Following this review, RSG will finalize and document a detailed project work plan and timeline.
- ◆ **Conduct Orientation Meeting with Department Heads, Managers and Supervisors.** During this orientation/briefing session, the consultants will introduce the study and address any areas of concern regarding the study process.
- ◆ **Prepare JAQs.** The consultant team will modify RSG's standard *Job Analysis Questionnaire (JAQ)* to meet the City's job information collection requirements. The JAQ will be made available in printed copy and electronically.
- ◆ **Conduct Orientation Meetings with Employees.** RSG will work with City Human Resources staff to schedule and conduct employee orientation sessions to introduce the study and the

consultant team, go over *Job Analysis Questionnaire* completion requirements, and address employee questions. Multiple meetings, but all on a single day.

- ◆ **City Review of Completed JAQs.** Each employee's completed *JAQ* must be reviewed by his/her manager or supervisor for completeness and accuracy. RSG will prepare a *Manager Supplement* form for use in this review and attachment to every questionnaire.
- ◆ **Collect JAQs and Manager Supplements.** The City will collect, account for and forward the material to RSG. The consulting team will review and study all *JAQs* and *Manager Supplements*.
- ◆ **Conduct Employee Job Analysis Interviews.** Based on our review of *JAQs*, we will conduct individual or, where appropriate, small-group interviews of employees in each classification. City staff will need to schedule the interviews based on input from RSG.
- ◆ **Prepare Preliminary Classification Plan Findings and Recommendations for Improvement.** RSG will evaluate all data gathered through City meetings, *JAQs*, *Manager Supplement* forms and job analysis interviews and develop findings and recommendations for improving and bringing the City's classification plan up to date. Where appropriate, RSG will recommend eliminating outdated or unnecessary classes.
- ◆ **Allocate All Employees into Appropriate Classifications.**
- ◆ **Present Classification Plan Recommendations.** RSG will meet with executives to review our findings and recommendations. We will have examined the extent to which classifications appropriately reflect the *current* duties and responsibilities assigned to positions, with the appropriate FLSA designation, and are effectively grouped into class series. Titling protocols will be addressed
- ◆ **Prepare Draft Class Specifications.** After resolving any issues on our classification thinking, RSG will prepare updated class specifications in a format approved by the City. We will provide draft specifications to the City for review and incorporate any feedback, as appropriate.
- ◆ **Notify Employees of Classification Recommendations.** RSG will work with City Human Resources to develop written materials that will effectively communicate the consultants' classification recommendations — and provide a draft copy of the pertinent class specification — to all affected employees. We will assist the City in creating an employee appeals process for employees who desire to request reconsideration of RSG's recommendations for their positions. RSG will evaluate and prepare written responses to all appeals, following in-person contact, where needed.
- ◆ **Finalize the Classification Plan.** The classification phase of the study will conclude with the finalization of the new classification plan.

PHASE 2 – COMPENSATION

- ◆ **Conduct Initial Compensation Planning Meeting.** With the input gained from earlier project meetings, combined with RSG's decades of compensation consulting experience, our consultants will develop and document a recommended *survey plan*, including a proposed timeline for completion of the survey and format compilation and display of the market data. We will also initiate dialog on the City's compensation philosophy. We will present the survey plan to the City for concurrence or modification.
- ◆ **Identify Survey Benchmark Classes.** RSG will discuss with City management our recommendations for the benchmark classes to be surveyed and gain agreement on a final list.
- ◆ **Identify Survey Agencies.** RSG will recommend 10–12 survey comparators that represent the employment market in which the City competes for employees, enabling us to build a relevant market salary database. We will articulate the reasoning/rationale that led to our recommendations on survey agencies.
- ◆ **Carry Out the Approved Survey Plan.** With an agreed-upon plan, we will conduct the survey. RSG does not collect salary survey information by putting together a survey questionnaire and forwarding it to organizations. We have found that asking staff members in the different survey agencies to perform benchmark job matching and provide comparable salary data often results in a less-than-accurate set of survey results. Additionally, this approach is not very timely. RSG will obtain complete salary structures, organization charts, operating budgets and classification documents from the comparison organizations and perform benchmark class comparability analyses and salary comparisons ourselves, building an accurate database for each of the City's benchmarks.
- ◆ **Document Survey Results.** Our consultants will prepare data sheets, charts and tables displaying the competitive market pay practices for the surveyed benchmark classes and comparisons with the City's pay ranges.
- ◆ **Internal Relationships.** RSG will conduct job content evaluations of all classes and build an internal relationship hierarchy.
- ◆ **Design Improved Salary Structures/Schedules.** Incorporating all the information and data derived in previous steps — external market comparisons, internal relationship analyses, best practices in progressive agencies, and the City's compensation philosophy — we will model and design the optimum base salary structure for the City's classifications. The consultants will allocate all studied classifications into the appropriate grade in the salary structure.
- ◆ **Present the New Structure and Salary Range Allocation Recommendations.** RSG will review our salary schedule and range allocation recommendations with management and

bargaining units in a group meeting. Based on input, we will prepare a draft report for management review.

PHASE 3 – STUDY CONCLUSION

- ◆ **Prepare and Present Final Report.** RSG will document study methodology, findings and recommendations into a final classification and compensation study report. This final report will be presented to the City Council. Class specifications will be provided in hard copy as well as electronically in a format specified by the City.
- ◆ **Implementation.** RSG will define components and assist in developing a strategy for implementation.
- ◆ **Organization Analysis.** RSG's team will assess the City's current organization structure, including reporting relationships, staff alignments, managers' spans of control and congruency of accountabilities within and across departments. We will document our findings/conclusions and prepare a confidential report, including our suggestions for improvement.
- ◆ **Staff Training.** RSG will provide instructional information to ensure City HR staff has the knowledge to maintain and update the classification and compensation programs.

ESTIMATED STUDY TIMELINE

Following is an estimated timeline for this study.

Study Element	Timing
■ Background data review; initial series of meetings	Weeks 1–2
■ <i>JAQ</i> preparation; employee orientation meetings	Week 3
■ Completed employee <i>JAQs</i> due to supervisors	Week 5
■ <i>Manager Supplements</i> completed	Week 6
■ RSG receives all completed <i>JAQ</i> material	Week 7
■ Employee job analysis interviews scheduled and conducted	Weeks 8 – 10
■ Classification plan analysis	Weeks 11 – 13
■ Present classification recommendations	Week 14
■ Draft class specifications	Weeks 15 – 18
■ Employee notification process; define and conduct appeals process	Weeks 19 – 20
■ Finalize classification plan	Weeks 21 – 22

Study Element	Timing
▪ Prepare and present salary survey plan	Week 18
▪ Gather comparator data	Weeks 19 – 20
▪ Conduct survey job comparability analyses; document survey results & comparisons . .	Weeks 20 – 21
▪ Prepare salary range structure; allocate classes into new grades/ranges	Weeks 22 – 24
▪ Present compensation plan recommendations to management	Week 25
▪ Prepare/present final report to City Council	Week 26
▪ Staff training	TBD

STAFF SUPPORT FROM THE CITY

RSG will need City staff to (1) gather and send us background information and current classification/compensation documents to orient the consultants before our initial meeting with executive staff; (2) account for completed *JAQs* and *Manager Supplements* and forward to RSG; (3) schedule employee interviews; and (4) schedule other project meetings.



SECTION 3 – EXPERIENCE & QUALIFICATIONS

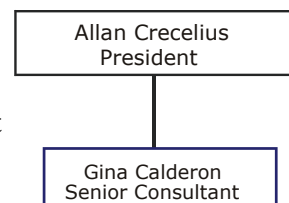
Reward Strategy Group, located in San Diego, is an eight-person consulting firm founded in 1987. We have been in continuous operation since that date, successfully serving clients across all industries and sectors.

RSG has had the opportunity to work with more than 300 organizations in the areas of position classification, management and staff compensation, employee benefits, quantitative job measurement, performance planning and appraisal, organization effectiveness and strategic planning. In a typical year, about 60 percent of our consulting is with cities, counties and special districts in the western United States. It is indicative of the value we bring to consulting engagements that dozens of organizations have retained us repeatedly over the course of many years for new projects.

PROJECT TEAM

RSG will dedicate two consultants to the City's classification and compensation study.

- ◆ Allan Crecelius, President — with 37 years of experience as a management consultant — will be the Project Manager. He will ensure the quality and timeliness of study processes, analyses and deliverables. He will be fully involved in all classification and compensation analyses, lead the development of recommendations, and will be present in the City for key meetings and presentations.



- ◆ Gina Calderon, Senior Consultant, has eight years of experience with RSG, preceded by 15 years as a manager in both for-profit and nonprofit companies. She will participate in the classification plan analyses and lead compensation survey data gathering and database development/management. She will also assist Mr. Crecelius with the benchmark job comparability analyses critical to the compensation survey phase.

Bios for the project consultants follow.

ALLAN CRECELIUS, PRESIDENT

Allan Crecelius has been the President of RSG since the firm's founding in 1987. He has extensive experience in management consulting with a focus on classification and compensation, performance management and organization analysis.

His consulting projects have ranged from studies for *Fortune 500* companies to engagements with small or start-up entities. He has significant experience across a number of industry sectors, including financial, technology, utility, not-for-profit, educational and governmental. He has worked with executives, managers, governing boards and elected officials in more than 300 organizations. He brings a range of experience and technical expertise to client engagements that lead to customized solutions and dramatic improvement in the organization's programs. He has assisted a large number of enterprises to better

execute their strategies by operationalizing how they define performance, deliver service and reward success. Over the course of his career, Mr. Crecelius has successfully managed very large (seven-figure budgets), multi-disciplinary consulting engagements, down to small projects with clients of modest size.

Prior to becoming RSG's President in 1987, Mr. Crecelius was the Managing Partner–Western Region for Sibson & Co., Inc., a nationally recognized compensation consulting firm. With Sibson, he was responsible for managing staff in four offices and leading the firm's consulting practice in executive compensation and organization effectiveness. Previously, Mr. Crecelius was the Vice President–General Consulting for the Hay Group, an international human resources consulting firm.

Mr. Crecelius received a Bachelor of Science degree in Engineering from the United States Military Academy at West Point in 1968 and served as an officer in the U.S. Army for 10 years, holding key leadership positions in both combat and peacetime. He is frequently retained as a speaker in national/regional symposiums on planning, organization and compensation issues. He is the author of a number of articles and the co-author of the 1994 book, *Strategic Management — Creating Your Organization's Future*.

A few examples of his clients include the Cities of Long Beach, San Bernardino, Thousand Oaks, Moreno Valley, Berkeley, Corona, Del Mar, Hesperia, Bakersfield, Pasadena, Oxnard and Portland (OR); Las Vegas Valley Water District, Laguna Beach County Water District, San Diego County Water Authority; Los Angeles Superior Court; County of Los Angeles, Multnomah County (OR); Desert Recreation District; Palomar Community College District and National University.

GINA CALDERON, SENIOR CONSULTANT

Gina Calderon has over 20 years of business experience in Southern California. She has significant consulting experience in job analysis/classification, compensation surveying and pay plan design. Prior to joining RSG eight years ago, Ms. Calderon held responsible senior management positions in both for-profit and not-for-profit enterprises. Ms. Calderon graduated from the University of California, Los Angeles in 1989 with a Bachelor of Arts degree in Economics and received an MBA from UCLA's Anderson Business School.

Ms. Calderon's current and recent clients include the Cities of Pasadena, Hesperia, Long Beach, Oxnard, Moreno Valley and Santa Maria; San Bernardino County Superior Court; Inland Empire Utilities Agency, Santa Margarita Water District, San Antonio Water Company, Encina Wastewater Authority; Compton Unified School District and Huntington Beach City School District.



SECTION 4 – REFERENCES

The following references can attest to RSG's experience and the ability to successfully meet the City's classification and compensation study needs.

Project Name	Description of Work	Contact Person, Phone & Email
Las Vegas Valley Water District Class/Comp/Performance Management	Multiple projects; continuous consulting since 1994	Patricia Maxwell, Director, HR (702) 274-4229 pmaxwell@lvvwd.org
City of Pasadena Citywide Classification Study	Analysis of all non-sworn positions and development of improved classification plan	Mary Ellen Schubel, retired Human Resources Director (626) 644-4779 (cell) mschubel@gmail.com
City of Long Beach Classification & Compensation	Management employees compensation; represented employees class and comp	Ken Walker, Human Resources Manager (562) 570-6243 ken.walker@longbeach.gov
Los Angeles County Superior Court Classification & Compensation	Classification, compensation and other human resources consulting assignments	Ivette Pena, Interim HR Executive (213) 633-0406 Ipena@lacourt.org
City of Hesperis Classification & Compensation	Compensation and benefits market survey.	Rita Perez, Human Resources Analyst (760)947-1125 rperez@cityofhesperia.us

OTHER EXAMPLES OF CLASS/COMP CLIENTS

City of Anaheim	Eastern Municipal Water District	Imperial County Superior Court
City of Bakersfield	Encina Wastewater Authority	Orange County Superior Court
City of Berkeley	Helix Water District	Riverside County Superior Court
City of Camarillo	Inland Empire Utilities Agency	San Diego County Superior Court
City of Carpinteria	Leucadia Wastewater District	County of Los Angeles
City of Corona	Orange County Water District	County of Marin
City of Culver City	Otay Water District	County of San Diego
City of Del Mar	Ramona Municipal Water District	Multnomah County, OR
City of Imperial Beach	Rancho California Water District	Pima County, AZ
City of Lake Forest	San Diego County Water Authority	Antioch University
City of Los Angeles	Santa Fe Irrigation District	National University
City of Moreno Valley	Vallecitos Water District	San Diego State University
City of Orem, UT	Western Municipal Water District	San Jose State University
City of Peoria, AZ	Chino Valley Independent Fire District	Berkeley Unified School District
City of Pleasanton	Desert Recreation District	Montebello Unified School District
City of Portland, OR	East Bay Regional Park District	Orange County Dept of Education
City of Riverside	Monterey-Salinas Transit District	Long Beach Community College District
City of Safford, AZ	San Diego Housing Commission	Palomar Community College District
City of San Bernardino	San Diego Regional Airport Authority	Rio Hondo College
City of San Marino	San Diego Unified Port District	American Red Cross
City of Thousand Oaks	San Joaquin Regional Transit District	Timken Museum of Art
	SunLine Transit	Zoological Society of San Diego



SECTION 5 – COST PROPOSAL

RSG's not-to-exceed estimate for the professional fees and expenses necessary to conduct this classification and compensation study is **\$56,700**

HOURLY BILLING RATES

Consultant hourly billing rates for 2015 and for the duration of this project are shown below. These fees would apply to any additional work requested by the City.

Allan Crecelius \$200

Gina Calderon \$140



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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: October 5, 2015

Subject: Consideration to Award a Professional Services Agreement for Comprehensive User Fee Study and Cost Allocation Plan Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 1801) with Willdan Financial Services (WFS) to perform a comprehensive user fee study and cost allocation plan; and
- b. Authorize the City Attorney to finalize the agreement and the City Manager to execute the agreement.

BACKGROUND:

1. It is a best financial management practice to periodically conduct a study to determine the full cost to provide certain services and ensure that the City is equitably recovering the cost of providing those services from the persons using them.
2. Annually, staff reviews and updates the fees internally; however, a comprehensive fee study has not been conducted for more than ten (10) years.
3. For Fiscal Year (FY) 2015-16, City Council appropriated funds to conduct a comprehensive user fee study and cost allocation plan to ensure proper cost recovery and better position the City for long-term financial stability.
4. On Tuesday, August 4, 2015, a Notice Inviting Bids for Comprehensive User Fee Study and Cost Allocation Plan was published in accordance with the City's Purchasing ordinance.
5. By Thursday, September 3, 2015, the City had received three proposals to provide services.

Consideration to Award a Professional Services Agreement for Comprehensive User Fee Study and Cost Allocation Plan ServicesPage 2 of 4

ANALYSIS:

The City assesses user fees for certain services including, but not limited to, special permits, plan check and inspection fees for new construction projects, registration fees for recreation related activities and recreation classes, pet licensing fees, facility rental fees, etc. In general, when an individual pays a user fee, they receive a direct service or derive some other special benefit/entitlement. The purpose of charging user fees is to recover part, or all, of the cost of providing the service. In cases that costs are not fully recovered, the activity is being 'subsidized' by the General Fund. In some instances, the City may be charging more than its reasonable costs to provide the service; in which case the fee must be reduced.

In California, user fees are subject to a number of state laws, most notably Proposition 218 (November 1996) and Proposition 26 (November 2010). Among other changes, Proposition 218 limited the amount charged for user fees to the actual cost to provide the service, required the fee be related to a service or benefit being provided to the payee, and required voter approval to increase all taxes (as defined in Prop 218). Proposition 26 broadened the definition of 'tax' and determined seven criteria that gave exception to the new tax definition. Revenue sources that meet one of the seven criteria may be considered fees and therefore do not require voter approval to increase.

As a matter of best management practices and to determine if a city's current fee structure is fair to individuals requesting services and at the same time benefiting the city itself, many Southern California cities regularly engage in comprehensive fee studies. The expertise and resources required to perform such a comprehensive, in-depth study in a reasonable time period necessitate the skills of an outside firm that specializes in this type of analysis.

On August 4, 2015, the City published a Notice Inviting Bids for: Comprehensive User Fee Study and Cost Allocation Plan. Proposals were received from three (3) qualified firms.

Each firm was evaluated based on the following criteria:

1. Completeness and comprehensiveness of proposal;
2. Professional qualifications and experience of the Consultant and its staff assigned to the project;
3. Familiarity with City of San Fernando;
4. Thoroughness and Understanding of the Scope of Work;
5. Proposed approach and understanding to provide needed services in an efficient and effective manner and in compliance with applicable local, county, and federal regulations;

Consideration to Award a Professional Services Agreement for Comprehensive User Fee Study and Cost Allocation Plan Services

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6. Consultant's overall ability to complete the proposed Work Plan within the given required time frame;
7. Capability and demonstrated technical proficiency of staff assigned to project;
8. Recommendation of relevant references; and
9. Fee Schedule/Total Cost.

Based on staff's evaluation of the proposals, it is recommended that Willdan Financial Services (WFS) be selected to conduct the Comprehensive User Fee Study and Cost Allocation Plan. WFS has conducted more than twenty (20) fee studies over the past five years and has provided cost allocation services to municipalities for over 16 years. Based on their proposal, information obtained by staff through interview process, and a check of their references, WFS has: 1) demonstrated a complete understanding of the requested service, 2) extensive experience preparing user fee studies and cost allocation plans in California, and 3) proposed a very experienced staff to manage project.

WFS also submitted the lowest bid amount among the three firms.

	Willdan	Matrix	NBS
User Fee Study	\$25,800	\$29,800	\$36,715
Cost Allocation Plan	\$12,980	\$17,700 (\$2,300 travel)	\$17,525
Total Initial Project	\$38,780	\$47,500	\$54,240
Cost Allocation Plan Annual Update Cost			
Year 2	\$4,500	\$11,000	\$10,950
Year 3	\$3,900	\$11,000	\$10,950
Year 4	\$3,600	\$11,000	\$10,950
Year 5	\$3,200	\$11,000	\$10,950
Total Annual Updates	\$15,200	\$44,000	\$43,800
Total Five Year Project Cost	\$53,980	\$91,500	\$98,040

Consideration to Award a Professional Services Agreement for Comprehensive User Fee Study and Cost Allocation Plan ServicesPage 4 of 4

BUDGET IMPACT:

The initial cost for the user fee study and cost allocation plan is \$38,780. Sufficient funds for both the study and the plan have been included in the FY 2015-16 Adopted Budget. The fee associated with the cost allocation plan annual update (depicted in table above) will be budgeted in future fiscal years accordingly.

CONCLUSION:

Based on the proposals received from an open, competitive process, it is recommended that the City Council award a contract for Comprehensive User Fee Study and Cost Allocation Plan to Willdan Financial Services.

ATTACHMENTS:

- A. Contract No. 1801
- B. WFS Proposal



ATTACHMENT "A"
CONTRACT NO. 1801

2015

PROFESSIONAL SERVICES AGREEMENT
(Comprehensive User Fee Study and Cost Allocation Plan)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 5th day of October 2015 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Willdan Financial Services (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" shall refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any specially trained and experienced firm or corporation for special services and advice on financial, economic, accounting, engineering, legal or administrative matters; and

WHEREAS, CITY's in-house personnel are not able to provide the types of specialized consulting services required under this engagement; and

WHEREAS, CITY requires the development of a Comprehensive User Fee Study and Cost Allocation Plan to ensure proper service fees are in place to ensure maximum or appropriate cost recovery ; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of October 5, 2015; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

I.

SCOPE AND PROSECUTION OF WORK; COMPENSATION

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 that certain proposal entitled: Proposal for Comprehensive User Fee Study and Cost Allocation Plan dated as of September 2, 2015 which included a “Fee Proposal” and is attached and incorporated hereto **Exhibit “A”** (hereinafter the “Compensation Schedule”). CONSULTANT further agrees to furnish to CITY 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.” The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither CONSULTANT nor anyone acting on CONSULTANT’s behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the “Notice to Proceed”).

1.2 TERM:

- A. This Agreement shall have a term of Five (5) Years following City Council approval commencing on (October 5, 2015 to June 30, 2020) (hereinafter, the “Initial Term”).
- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY’s ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. CONSULTANT shall perform and complete all of the services and tasks set forth under the Scope of Work at the rate of compensation set forth in that certain compensation schedule submitted under the heading “Comprehensive User Fee Study and Cost Allocation Plan: Fee Proposal” (hereinafter, the “Compensation Schedule”). CONSULTANT shall also receive reimbursement for those pass-through costs and expenses specifically identified in the Compensation Schedule as being reimbursable pass-through costs, except that any such costs which are anticipated to be in excess of \$500.00 shall require the prior written approval of the Finance Director or designee before they are incurred. For purposes of this Agreement, those pass-through costs or expenses identified as being reimbursable under the Compensation Schedule may hereinafter be referred to as “Reimbursable Costs”. CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONSULTANT’s monthly invoice or statement. CITY shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.

- B. Subsection (A) of this Section notwithstanding, in no event may CONSULTANT's total compensation for the performance and completion of the Work exceed the aggregate sum of Fifty Three Thousand, Nine Hundred Eighty Dollars (\$53,980) during the entire Initial Term of the Agreement ("Contract Price").
- C. In so far as CONSULTANT seeks reimbursement for costs and expenses other than those that qualify as Reimbursable Expenses, such costs or expenses shall be deducted against the Contract Price.

1.4 PAYMENT OF COMPENSATION:

- A. CITY shall compensate CONSULTANT on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONSULTANT and its various employees during the recently concluded month.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONSULTANT's monthly invoice.
- C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

- A. At any time during the term of this Agreement, CITY may request that CONSULTANT perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONSULTANT shall not undertake nor shall CONSULTANT be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.
- B. Payments for any Extra Work shall be made to CONSULTANT on a time-and-materials basis using CONSULTANT's standard fee schedule.

1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after

the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.7 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 Finance Director (hereinafter, the "CITY Representatives") to act as its representative for the performance of this Agreement. The CITY Representative or his 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'S REPRESENTATIVE: CONSULTANT hereby designates Chris Fisher, Vice President – Group Manager, to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his/her 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's Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the 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 (including but not limited to CONSULTANT's subcontractors and subconsultants) 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 CONSULTANT's 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.

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

- 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: 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 others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or 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 EMPLOYEE OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the work.

2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.

2.9 SAFETY: CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.

- 2.10. 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.
- 2.11. INDEPENDENT CONTRACTOR: 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 supervision of its employees, agents, contractors, subcontractors and subconsultants and for the negligent acts and/or omissions of the same. 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: As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.
- 3.2 REQUIRED COVERAGES AND LICENSES: CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Business License: CONSULTANT shall procure and maintain a City of San Fernando Business License throughout the Initial Term of Agreement and the duration of any contract extensions.
 - B. 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 equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property

damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.

- C. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- D. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
- E. Professional Liability 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 claim and shall be endorsed to include contractual liability.

3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed 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.

3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.7 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 the CITY's financial well-being. 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 as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.
- 3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to comply with the insurance requirements set forth under this Article.
- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 3.10 NO LIMITATION ON LIABILITY: CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth under Article V of this Agreement.

IV. INDEMNIFICATION

- 4.1 The Parties agree that City, 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, 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 the City as set forth herein.
- 4.2 To the fullest extent permitted by law, the 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 this Agreement 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 [RESERVED]
- 4.4 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Article and related to Consultant’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.
- 4.5 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 engineer, elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 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 engineer, 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.

- 4.7 The City does not, and shall not; waive any rights that it may possess against Consultant because of the acceptance by the City, or the deposit with the 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.
- 4.8 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 written notice to CONSULTANT at least five (5) calendar days prior to the effective date of such termination for convenience. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. 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 7.1 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 other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.
- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by CONSULTANT or CONSULTANT's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall

specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

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

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

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, 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 on paper, digitally, magnetically and/or electronically. 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 ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. 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 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Willdan Financial Services
Attn: Chris Fisher
Vice President – Group Manager
27368 Via Industria, Ste. 200
Temecula, CA 92590
Tel: (951) 587-3500
Fax: (951) 587-3510

CITY:

City of San Fernando
Attn: Nick Kimball
Finance Director
117 Macneil Street
San Fernando, CA 91340
Tel: (818) 898-7307
Fax: (818) 365-8090

Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax confirmation slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.4 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 6.5 **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.

- 6.6 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other consultants in connection with the various projects worked upon by CONSULTANT.

- 6.7 **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.

- 6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.9 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.10 GOVERNING LAW; 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 ATTORNEY'S 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 attorney's fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification, or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties,

subject to CITY approval. The requirement for written amendments, modifications, or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party that is 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 two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by CITY. 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.

[SIGNATURE PAGE TO FOLLOW]

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

CITY:

City of San Fernando

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney**CONSULTANT:**

By: _____

Print: _____

Title: _____

Fee Proposal

Not to Exceed Fee

Willdan proposes a **not to exceed fee of \$38,780** for the initial project as a whole. **The yearly updates have not been included in the initial not to exceed fee.**

Below we have presented a breakdown of each specific phase of the project.

Cost Allocation Plan

Based on our outlined Work Plan, we propose a **not-to-exceed fixed fee of \$12,980**. The table below provides a breakdown of this fee by task and project team member.

City of San Fernando Cost Allocation Plan						
	C. Fisher Principal-in- Charge	T. Thrasher Analytical Support	M. Medve Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$ 200	\$ 120	\$ 145	\$ 165	Hours	Cost
Task 1: Initial Document Request	-	2.0	-	-	2.0	\$ 240
Task 2: Kick-off /Refine Scope	2.0	2.0	2.0	-	6.0	930
Task 3: Gather Staffing Information, Develop Cost Allocation Plan Model	1.0	16.0	4.0	-	21.0	2,700
Task 4: Test and Review Cost Allocation Methodology	2.0	14.0	6.0	2.0	24.0	3,280
Task 5: Prepare and Present Draft Report	2.0	12.0	4.0	2.0	20.0	2,750
Task 6: Discuss and Revise Report	2.0	8.0	2.0	1.0	13.0	1,815
Task 7: Prepare and Present Final Report/Train Staff on Model	2.0	6.0	1.0	-	9.0	1,265
Subtotal – Cost Allocation Plan Study:	11.0	60.0	19.0	5.0	95.0	\$ 12,980
Total Willdan Labor Costs	11.0	60.0	19.0	5.0	95.0	\$ 12,980

Annual Plan Updates:

Based on our outlined Work Plan, we propose the following annual not-to-exceed fees.

Cost Allocation Plan Annual Updates	
Year	Fee
Year Two:	not-to-exceed fixed fee of \$4,500
Year Three:	not-to-exceed fixed fee of \$3,900
<i>Optional</i>	
Year Four:	not-to-exceed fixed fee of \$3,600
Year Five:	not-to-exceed fixed fee of \$3,200

User Fee Study

Based on our outlined Work Plan, we propose a **not-to-exceed fixed fee of \$25,800**. The table below provides a breakdown of this fee by task and project team member.

City of San Fernando Comprehensive User Fee Study						
	C. Fisher Principal-in- Charge	T. Thrasher Analytical Support	M. Medve Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$ 200	\$ 120	\$ 145	\$ 165	Hours	Cost
Task 1: Initial Document Request	-	2.0	-	-	2.0	\$ 240
Task 2: Compile Inventory of Current and Potential Fees	1.0	4.0	-	-	5.0	680
Task 3: Kick-off /Refine Scope	1.0	2.0	-	-	3.0	440
Task 4: Develop Comprehensive Fee Model	2.0	16.0	6.0	2.0	26.0	3,520
Task 5: Time Survey Interviews and On-site Information Gathering	16.0	18.0	8.0	-	42.0	6,520
Task 6: Common Fees Comparison	2.0	12.0	2.0	-	16.0	2,130
Task 7: Data Analysis and Final Fee and Rate Schedule	4.0	24.0	6.0	2.0	36.0	4,880
Task 8: Prepare and Present Draft Report	2.0	16.0	6.0	2.0	26.0	3,520
Task 9: Revise Draft/Determine Cost Recovery Levels	2.0	12.0	4.0	2.0	20.0	2,750
Task 10 Prepare and Present Final Report/Train Staff on Model	2.0	6.0	-	-	8.0	1,120
Subtotal – User Fee Study:	32.0	112.0	32.0	8.0	184.0	\$ 25,800
Total Willdan Labor Costs	32.0	112.0	32.0	8.0	184.0	\$ 25,800

Notes:

- The cost of preparing the Comprehensive User Fee Study and Cost Allocation Plan can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- There is no additional expense for the proprietary software program.
- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City, and will be billed at our then-current hourly overhead consulting rates.

Hourly Fee Schedule

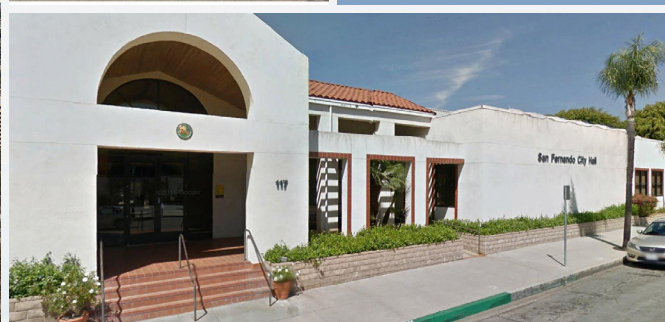
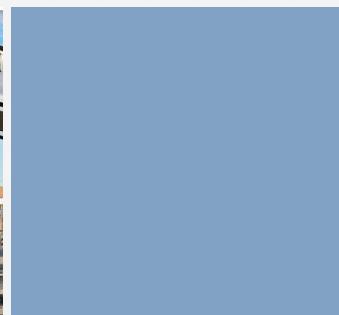
Our current hourly rates are listed below.

Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Assistant Analyst	\$75

City of **San Fernando**

Proposal for

Comprehensive User Fee Study and Cost Allocation Plan





QUESTIONNAIRE

Company and General Information

Items 1 – 3)

Questions 1 through 3 are addressed throughout the cover letter.

September 2, 2015

Mr. Nick Kimball
Finance Director
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Re: City of San Fernando RFP – Comprehensive User Fee Study and Cost Allocation Plan

Dear Mr. Kimball:

As you are well aware, even as the recent recession has eased over the past few years, many municipalities throughout the state are still faced with limited financial resources, while striving to maintain high standards of service to their communities. In light of this, it is critical for cities to ensure that their fees for requested services, or to offset the impacts of new development, have been developed or updated to ensure maximum appropriate cost recovery, so that the revenues generated by fees cover the cost of those required facilities and/or services to the best extent possible. Policymakers need a clear understanding of standards, service levels, facilities, and the associated costs to maintain them. Recognizing this, the City of San Fernando ("City") has responded by soliciting proposals for a Comprehensive User Fee Study, a Full Cost Allocation Plan and OMB A-87 Plan.

Experience Working with the City of San Fernando — For more than ten years Willdan Financial Services ("Willdan") has worked with the City to provide consulting services in the annual administration of its Landscaping and Lighting District. We are proud of the work we have done, the relationships we have developed, and our knowledge of the City. We will use this experience to streamline our work plan and approach for this engagement, and minimize costs.

Unique Combination of Services and Expertise/Public Engagement — Willdan has provided the requested services to municipal clients for nearly two decades; and is the only firm providing these types of consulting services that also has a long history of providing contract staff support to public agencies for the delivery of municipal services. This direct experience as "city staff" provides us with firsthand understanding of city operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement.

Our models and project approach are geared toward delivering work on schedule, and presenting analysis results at public meetings and council workshops. The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance oriented individuals, and facilitates discussion. I have coordinated or participated in numerous public and staff workshops regarding fees and cost of service based charges.

Our objective is to provide useful, detailed information to City Council and staff, so that they have the information necessary to make important decisions. Our experience ensures that we can meet this objective. Whether policymakers are considering subsidizing or increasing fees, the process may be subject to public discussion among Council and community stakeholders.

Our response to these sensitive political issues is to employ a real world approach to completing user fee studies, in determining the technically defensible reasonable costs of providing services. Our intimate knowledge of each portion of the service delivery function provides for greater accuracy, reduces the likelihood of potential challenges, results in fee schedules that are easier to implement, and increases the likelihood of acceptance by stakeholders.

Our objective is to provide useful, detailed information to City Council and staff, so that they have the information necessary to make important decisions. Our experience ensures that we can meet this objective. Whether policymakers are considering subsidizing or increasing fees, the process may be subject to public discussion among Council and community stakeholders. Our response to these sensitive political issues is to employ a real world approach to completing user fee studies, in determining the technically defensible reasonable costs of providing services. Our intimate knowledge of each portion of the service delivery function provides for greater accuracy, reduces the likelihood of potential challenges, results in fee schedules that are easier to implement, and increases the likelihood of acceptance by stakeholders.

I, Chris Fisher, will serve as the Primary Contact person for this proposal; as an officer of the firm, I am authorized to bind Willdan Financial Services. My requested contact information is provided in the table below:

Contact information
Chris Fisher
Vice President – Group Manager
27368 Via Industria, Suite 200
Temecula, CA 92590
Tel#: (951) 587-3500 Fax #: (951) 587-3510
Email: CFisher@Willdan.com

We are excited about this opportunity to use our skills and expertise to assist the City of San Fernando.

Sincerely,

Willdan Financial Services

Chris Fisher
Vice President - Group Manager



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Executive Summary

Proposal Summary

Project Understanding

Willdan Financial Services ("Willdan") is confident that we can meet the City of San Fernando's request for services for a Comprehensive User Fee Study, a Full Cost Allocation Plan and OMB A-87 Plan.

The end products will include user-friendly Excel-based models, which City staff will retain, and which can be easily updated to add or remove services and/or costs, update budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the City. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

For these studies, we will meet directly with departmental representatives at the City at the beginning of the project, to discuss the approach and process for the studies. Discussions will include ways to combine tasks and efforts among the Cost Allocation Plan and Comprehensive User Fee Study components in order to maximize efficiencies, and ensure adherence to specified timelines.

For a successful and effective engagement, it is important to have a thorough understanding of specific City policies and objectives, the structure and organization of the City, and the relationships between the central and operating departments. We bring years of successful experience working directly with hundreds of cities throughout California.

For the Cost Allocation Plan Study, we will review the City's existing plans and structure, to ensure that general government costs are fairly and equitably allocated to the appropriate programs and funds. This effort will ensure that each enterprise and program bears its fair share of general governmental expenses.

For the Comprehensive User Fee Study, we will work directly with personnel at the City who provide the services, in order to understand the procedures and processes involved, and to identify the associated costs.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. Key distinct advantages that Willdan brings to the City include the following:

On-site Data Gathering: Our experience has taught us that working together, via face-to-face discussions, is the most efficient and thorough way to ensure that results are accurate, and that studies are completed in a timely manner. Consequently, through on-site interviews with your staff, Willdan will collect the majority of required data for the studies. This method is better than the typical "time and motion surveys" that are provided to agency staff when studies like these are conducted. This process ensures that we gather the data needed in one coordinated step, rather than having to go through repeated follow-up and clarification. This approach and the dedication of several of our staff will help ensure we meet the City's timeline and objectives, and provide important information to City staff and the Council as soon as possible.

Public Engagement: Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Council workshops. While we understand that the City Council and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis. The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance oriented individuals and facilitates discussion. Our proposed project manager for this engagement has coordinated, or participated in numerous public and staff workshops regarding fees and cost of service based charges. As previously mentioned, our objective is to provide useful, detailed information to the Council and City staff, necessary to make important decisions. Our experience ensures that we can meet this objective.

User-friendly Models and Reports: Willdan prides itself on creating user-friendly Excel-based models that the City can retain, and **conducting our analysis and developing the models collaboratively with City staff.** With City staff's immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models. In the future, as the City assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities. Willdan understands that issues facing the City are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations.

These models are then the City's to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.

A key element of these studies are presenting results and recommendations in a straightforward manner, that allows Council and staff to confidently make fee setting policy decisions, and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the City's budget format wherever possible. As a result, the information contained in our models is easy for City staff to interpret, and the familiar software ensures ease of navigation. As the models are being designed and constructed, we will work together with City staff to determine the best and most effective features to include. After the project is completed, we will provide training, so that your staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate bases for the full cost recovery level of fee programs, provide projections of revenue from fee programs, both at full cost recovery and at recommended levels, and present the fee methodologies.

The models will be developed to allow the City to run "what-if" scenarios to address possible changes in staffing levels, working hours, etc.

Contact Information

Provided in the table below, each team member and their contact information has been listed, as required. Mr. Chris Fisher will serve as the primary contact for this engagement.

Project Team	Contact Information
Chris Fisher	Vice President – Group Manager 27368 Via Industria, Suite 200 Temecula, CA 92590 Direct Line: (951) 587-3528 Email: CFisher@Willdan.com
Robert Quaid	Principal Consultant 27368 Via Industria, Suite 200 Temecula, CA 92590 Direct Line: (951) 587-3527 Email: BQuaid@Willdan.com
Michael Medve	Project Manager 27368 Via Industria, Suite 200 Temecula, CA 92590 Direct Line: (951) 587-3575 Email: MMedve@Willdan.com
Tony Thrasher	Senior Analyst 27368 Via Industria, Suite 200 Temecula, CA 92590 Direct Line: (951) 587-3530 Email: TTrasher@Willdan.com

Qualifications and Experience of the Firm

Profile of the Proposing Firm

Firm History, Size, and Organizational Structure

Founded over twenty-seven years ago in 1988, Willdan Financial Services, a California Corporation, is a wholly-owned subsidiary of Willdan Group, Inc. (WGI) and is one of the largest public sector financial consulting firms in the United States.

Our staff of over 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

Location of Offices

The following table provides the location of our Division Headquarters, as well as our satellite offices.

Willdan Financial Services Office Locations		
Division Headquarters 27368 Via Industria, Ste 200 Temecula, California 92590 (800) 755-6864		
Aurora, CO 1555 South Havana Street, Ste F-305 Aurora, Colorado 80012 (720) 907-1820	Orlando, FL 200 South Orange Avenue, Ste 1550 Orlando, Florida 32801 (407) 872-2467	Plano, TX 5500 Democracy Lane, Suite 130 Plano, Texas 75024 (972) 6588
Oakland, CA 1939 Harrison Street, Ste 430 Oakland, California 94612 (510) 832-0899	Phoenix, AZ 1440 E. Missouri Ave, Ste C-170 Phoenix, Arizona 85014 (623) 239-0328	Washington, DC 1025 Connecticut Avenue NW Ste 1000 Washington, DC 20036 (202) 510-0511

Organizational Chart

The organization chart located below represents Willdan Financial Services' reporting structure, including the operating groups and the responsible manager.



Ownership

Willdan Financial Services is one of four operating divisions within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publically-owned company on NASDAQ (NASDAQ ticker: WLDN). The firm has been a consistent industry leader in providing all aspects of municipal and infrastructure engineering, public works contracting, public financing, planning, building and safety, construction management, homeland security, and energy efficiency and sustainability services. Today, WGI has over 600 employees operating from offices in Arkansas, Arizona, California, Colorado, District of Columbia, Florida, Illinois, Kansas, Nevada, New Jersey, New York, Ohio, Oregon, Texas, and Washington.

Willdan Financial Services' Slate of Officers		
Thomas D. Brisbin Chairman of the Board	Mark J. Risco President and CEO	Stacy McLaughlin Chief Financial Officer, Treasurer
Chris Fisher Vice President, Group Manager	Gladys Medina Vice President, Group Manager	Anne Pelej Vice President, Group Manager
Dan Jackson Vice President	Jeff McGarvey Vice President	Kate Nguyen Secretary

Primary Business

We have helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services.

Willdan Financial Services assists local public agencies by providing the following services:

- Real estate economic analysis;
- Economic development plans and strategies;
- Tax increment finance district formation and amendment;
- Housing development and implementation strategies;
- Financial consulting;
- Real estate acquisition;
- Classification/compensation surveys and analysis;
- Development impact fee establishment and analysis;
- Utility rate and cost of service studies;
- Feasibility studies;
- Debt issuance support;
- Long-term financial plans and cash flow modeling;
- Cost allocation studies; and
- Property tax audits.

User Fee Primary Location

The City of San Fernando Comprehensive User Fee Study engagement will be managed from our Temecula office.

Experience Conducting User Fee Studies

Listed in the table below, are public agencies in which similar services have been provided in the previous five years.

Agency	Project Description
City of Adelanto, CA	Citywide Cost Allocation Plan and Fee Study
City of Agoura Hills, CA	Comprehensive User Fee and Rate Study and Cost Allocation Plan, and Updates
City of Bellflower, CA	Overheard Cost Allocation Plan and Citywide User Fee Study
City of Bellflower, CA	OMB A-87 Cost Allocation Plan
City of Belmont, CA	User Fee and Refinement of Cost Allocation Plan
City of Blythe, CA	Cost Allocation Plan
City of Brea, CA	Police Department Cost Allocation Plan
City of Brea, CA	Police Department Cost Allocation Plan (Placentia Dispatch)
City of Cathedral City, CA	User Fee Study
City of Colton, CA	User Fee Study
City of Compton, CA	Cost Allocation Plan
City of Covina, CA	Overheard Cost Allocation Plan, and Updates
City of Fillmore, CA	Cost Allocation Plan and User Fee Study
City of Florida City, FL	Cost Allocation Plan
City of Gardena, CA	Cost Allocation Plan
City of Grover Beach, CA	Full Cost Allocation Plan and Comprehensive Master Fee Study
City of Hawthorne, CA	Cost Allocation Plan
City of Hawthorne, CA	Comprehensive User Fee Study
City of Hayward, CA	Comprehensive Master User Fee Study
City of Hayward, CA	Full Overhead Cost Allocation Plan
City of Hemet, CA	Cost Allocation Plan and User Fee Study
City of Irvine, CA	OMB A-87 Cost Allocation Plan and User Fee Study
City of Irwindale, CA	Cost Allocation Plan, User Fee Study and Development Impact Fee Study
City of La Mirada, CA	Cost Allocation Plan and User Fee Study
City of La Mirada, CA	Cost Allocation Plan and User Fee Study, Update
City of Lake Elsinore, CA	Cost Allocation Plan, User Fee Study and Development Impact Fee Study
City of Long Beach, CA	Update to Departmental Cost Allocation Plan
City of Long Beach, CA	Departmental Mini Cost Allocation Plans
City of Long Beach, CA	Cost Allocation Plan and Cost Index Consulting Services
City of Long Beach, CA	Amends Cost Allocation Plan
City of Lynwood, CA	Cost Allocation Plan Update
City of Lynwood, CA	City Hall Renovation Cost Allocation Plan
City of Manteca, CA	Cost Allocation Plan

Agency	Project Description
City of Montebello, CA	Cost Allocation Plan Update
City of Montebello, CA	Transit Cost Allocation Plan
City of Monterey Park, CA	Cost Allocation Plan and User Fee Study, and Updates
City of Monterey Park, CA	Cost Allocation Plan and User Fee Study, and Updates
City of Monterey Park, CA	Cost Allocation Plan Update
City of Monterey, CA	Cost Allocation Plan and Indirect Cost Rate
City of Murray, UT	Cost Allocation Plan
City of Oroville, CA	Cost Allocation Plan and User Fee Study
City of Pacifica, CA	Comprehensive Citywide User Fee Study and Charges Rate Study
City of Petaluma, CA	Cost Allocation Plan, User Fee Study, CIP Admin Rate and Work Order Rate Analysis, Hourly Overhead Rates, and ISF Allocation Study
City of Pittsburgh, CA	User Fee Study and Cost Allocation Plan
City of Placentia, CA	Comprehensive User Fee Study and Cost Allocation Plan
City of Salinas, CA	Full Cost Allocation Plan and Comprehensive Fee Study
City of Tulare, CA	Cost Allocation Plan
City of Ukiah, CA	Comprehensive Fee Study and Cost Allocation Plan
City of Walnut Creek, CA	Comprehensive User Fee Study and Cost Allocation Plan
Community Child Care Council of Santa Clara County, CA	Cost Allocation Plan
Sacramento Public Library	Cost Allocation Plan and Updates
Town of Danville, CA	Cost Allocation Plan
Town of Fairfax, CA	User Fee Study and Cost Allocation Plan
Town of Los Altos Hills, CA	Cost Allocation Plan and User Fee Study, and Updates

Cost Allocation Plan Primary Location

The City of San Fernando Cost Allocation Plan engagement will be managed from our Temecula office.

Experience Conducting Full Cost Allocation Plans and OMB A-87 Cost Allocation Plans

Willdan has provided cost allocation services to municipal clients for sixteen years; and has prepared Full Cost and Federal OMB A-87 Cost Allocation Plans for clients throughout California.

Firm Distinctiveness

Willdan is the only firm providing these types of consulting services that also have a long history of providing contract staff support to public agencies for the delivery of municipal services.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Qualifications and Experience of Proposed Project Team

Qualifications of Proposed Staff

Project Staffing

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Mr. **Chris Fisher** will serve as the **Project Manager** for the City of San Fernando and primary contact for the Cost Allocation Plan and Comprehensive User Fee Study project. He will apply his extensive financial rate design/modeling experience and ability to clearly communicate results through the facilitation of numerous stakeholder forums. In this role, he will attend meetings and presentations, produce key study elements, and will be responsible for work deliverables.

Mr. **Tony Thrasher** and Mr. **Mike Medve** will provide **Analytical Support**, they will work closely with Mr. Fisher, and the City to develop complete and accurate models that will best fit the project needs. They will ensure that data is collected, interpreted, researched, and correctly entered into the model. Experience gained assisting with cost allocation plan and user fee projects for the Cities of Placentia, Bellflower, Irvine, Lynwood, Agoura Hills, and Pittsburg will be utilized throughout this engagement.

Mr. **Robert Quaid, CPA**, will provide quality assurance/quality control to this engagement in the role of **Quality Assurance/Technical Advisor**. Mr. Quaid will review the models as a third-party internal reviewer prior to their submittal to City staff. His continual review of data entry and model development assures that the draft, and final products have been thoroughly evaluated for potential errors; thus providing quality client deliverables, and high levels of integrity and outcomes throughout the duration of the project.

Furthermore, to ensure that the project stays on schedule, and is properly focused on City objectives, Mr. Fisher, in collaboration with Mr. Medve and Mr. Thrasher, will provide City staff with updates to summarize our progress against the project timeline, and update the status of upcoming deliverables. We will also document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model.

Finally, following key stakeholder discussions, we will schedule a call to summarize findings and direction with City staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate. All of these steps guarantee that as the project moves forward success will be achieved by continually aligning our approach and work with stakeholder and City objectives, adjusting where necessary.

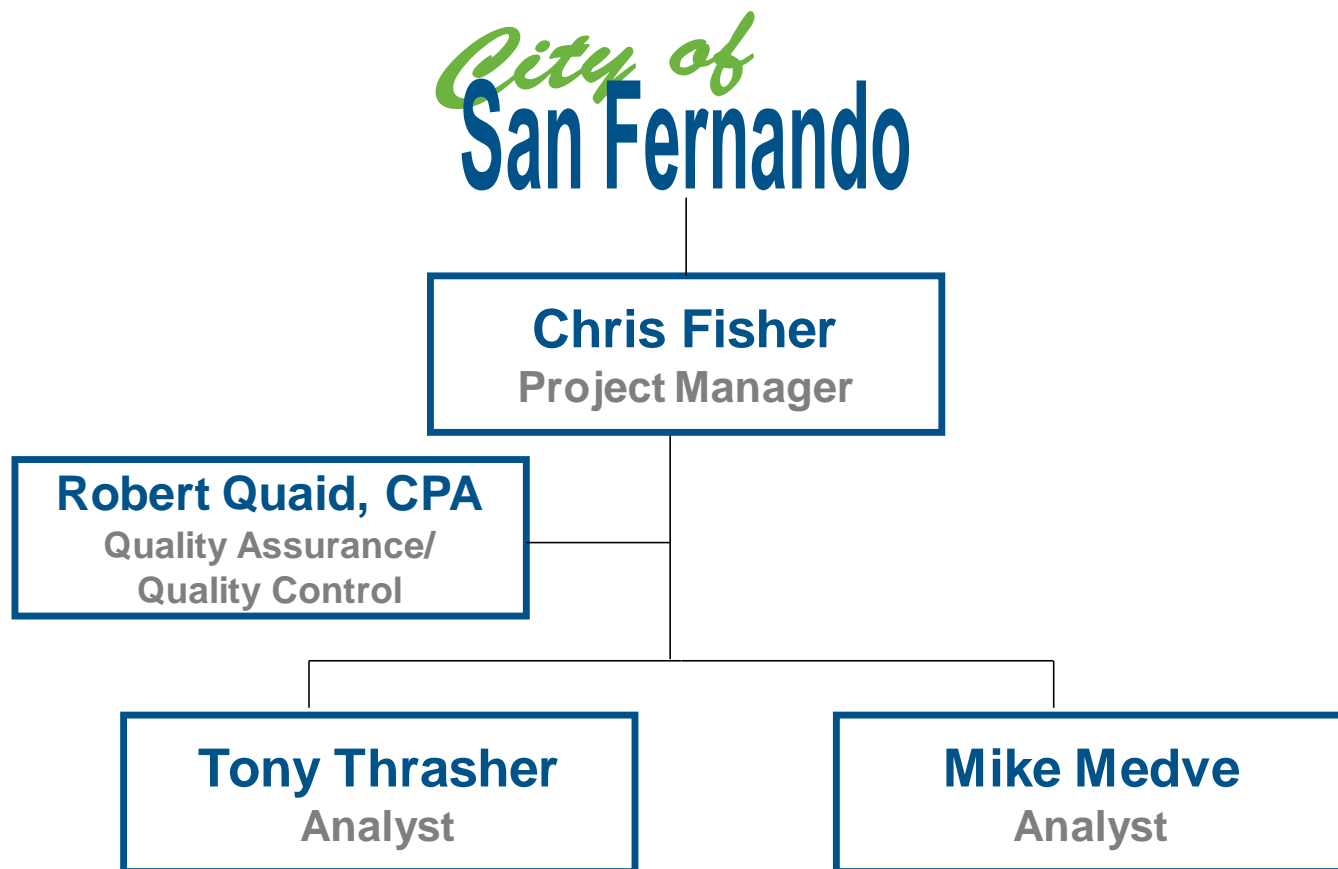
Staff Continuity

Vice President and Group Manager Chris Fisher has been assigned to serve as the City's representative; and has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous Cost Allocation Plans and User Fee Studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups. ***It is important to note that Mr. Fisher has been with Willdan for more than 16 years, and Mr. Quaid more than 20 years, ensuring the City of San Fernando of continuity and dedication in staffing during the completion of the project.***

We do not anticipate staffing changes during the course of the project, however, should the situation arise, any change in team members will be discussed and approved in concert with the City of San Fernando prior to the change being made.

Organizational Chart

The chart located below identifies Willdan's proposed project team, and their role within the City of San Fernando project.



Resumes

Resumes for Willdan's project team are presented on the following pages.

Chris Fisher

Project Manager

Education

San Francisco State University, Bachelor of Science, Finance

Areas of Expertise

Cost of Service Analyses

Multi-disciplinary Team Management

Special District Formations

Client Presentations

Proposition 218

Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of Northern California

California Municipal Treasurers Association

16 Years Experience

Mr. Chris Fisher, Vice President and Group Manager of Willdan's Financial Consulting Services group, will serve as project manager for the City of San Fernando project. He will also share his extensive knowledge related to cost-of-service principles with members of the project team.

Mr. Fisher joined Willdan in April of 1999, and during that time has managed an array of financial consulting projects for public agencies in California, Arizona, and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working on these projects. He is one of the firm's leading experts for special district financing related to public infrastructure, maintenance, and services, including public safety.

Related Experience

City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Fisher served as project manager for the project team, and provided oversight for this thorough and intensive study for the City of Petaluma.

Sacramento Public Library Authority, CA — Cost Allocation Plan and OMB Circular A-87: In April 2014, as Project Manager, Mr. Fisher completed the final report for the Sacramento Public Library Authority. Throughout the project, he provided quality assurance to the project, which involved the development of a methodology for this unique venture. Mr. Fisher presented the final report to the Library Authority Board, as well as the Joint Powers Authority. A 2015 update to the CAP has just been completed and presented to the Board.

City of Hayward, CA — Cost Allocation Plan and User Fee Study: Mr. Fisher is serving as the project manager for the City's full overhead cost allocation plan and OMB A-87 cost allocation plan, along with a comprehensive master user fee study. He is working with the City and Willdan staff to gather the necessary data, and is overseeing Willdan's development of the cost allocation model. The City has a complicated and detailed budget and the cost allocation plan that Willdan developed is tailored to their structure, and includes provision for several Internal Service Funds.

City of Salinas, CA — Comprehensive Fee Study and Full Cost Allocation Plan: Currently working with the City to prepare an OMB A-87-compliant full cost allocation plan and comprehensive fee study for the development of a master list of fees. Mr. Fisher led an all-departments overview meeting, where the framework and general process was reviewed, and global practical and policy questions were addressed. Immediately following the overview meeting, individual meetings were held with representatives from each department to discuss their specific fee related activities, and gather necessary information to update fees.

City of Covina, CA — Comprehensive Cost Allocation Plan and User Fee Study: Mr. Fisher served in the role of project manager for the City's engagement. The cost allocation plan developed will aid the City in the recovery of overhead costs related to central service activities. The user fee study was focused on fees charged by the following departments: City Clerk, Finance, Police, Fire, Library, and Community Development.

City of Hemet, CA — Comprehensive Cost Allocation Plan and Comprehensive User Fee Study: Mr. Fisher oversaw the update of the City's general overhead allocation plan and cost-of-service user fees. Willdan had provided similar financial consulting services to the City in 2007 and were called upon in 2012 to update these analyses. Service fees included those charged by the City Clerk, Finance, Police, Fire, Library and Community Development departments.

C. Fisher*Resume Continued*

City of Irvine, CA — OMB A-87 Cost Allocation Plan and Comprehensive User Fee Study: Willdan completed a cost allocation plan and user fee study for the City of Irvine. Mr. Fisher managed and provided quality assurance to this project, ensuring the accuracy of the models, as well as the final reports. He also presented the results to the City's Finance Commission and to the City Council.

City of La Mirada, CA — Overhead Cost Allocation Plan and Citywide User Fee Study: Mr. Fisher provided policy guidance and quality assurance to the City's update and development of a comprehensive citywide user fee study for the development of a master user fee and rate schedule and a cost allocation plan to recover overhead costs related to central service activities.

Town of Los Altos Hills, CA — Cost Allocation Plan and User Fee Study: Mr. Fisher was the engagement director for Willdan's work with the Town to complete a cost allocation plan and user fee update. The Town had not undertaken a user fee study for many years, and utilized an outdated, internally developed, cost allocation plan. Willdan completed the cost allocation plan, and presented the report and results to the Town's Finance Commission. A preliminary user fee model was developed and a draft schedule of updated fees prepared. Mr. Fisher oversaw the development and quality review of both the cost allocation and user fee models and was responsible for QA/QC of the report.

City of Placentia, CA — Cost Allocation Plan and User Fee Study Studies: Mr. Fisher oversaw the development of an overhead cost allocation study, as well as a User Fee Study for the development of the City of Placentia's master list of fees.

Tony Thrasher

Analytical Support

Education

*Bachelor of Science in
Finance (Econometrics);
California State
Polytechnic University,
Pomona*

Areas of Expertise

Cost Allocation Plans

*Fiscal Analysis for User
Fees and Rates*

Utility Rate Studies

9 Years Experience

Due to his prior cost allocation and user fee analyses experience, Mr. Tony Thrasher has been selected to provide analytical support for the City's engagement. Currently, Mr. Thrasher is a senior analyst within the Financial Consulting Services group, whereby his responsibilities include supporting project managers and conducting fiscal analyses for cost allocation plans, user fees, and utility rate studies.

Mr. Thrasher's prior employment was as a financial analyst working in bond, equity, and mortgage-backed security markets for Wells Fargo Bank, Bank of New York Mellon, and Deutsche Bank. His experience includes portfolio accounting, differential analysis, and forecasting.

Related Experience

City of Hayward, CA — Cost Allocation Plan and User Fee Study: For this ongoing project, providing analytical support, and primarily responsible for the development of the models. Primary duties include gathering and verifying necessary data, finalizing model figures and generating reports.

City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: Mr. Thrasher is providing analytical support for this engagement. His primary duties are to work with City staff to gather data, provide assistance to the project manager, and produce reports.

Sacramento Public Library Authority, CA — Cost Allocation Plan and OMB Circular A-87: Mr. Thrasher provided analytical support. His primary duties included finalizing model figures and generating reports.

City of Irvine, CA — OMB A-87 Cost Allocation Plan and Comprehensive User Fee Study: Serving as the project's analyst, Mr. Thrasher provided analytical support; and designed micro-level allocation models to ensure full-cost recovery for public safety, public works, community development, community services, and administrative departments.

Town of Los Altos Hills, CA — Cost Allocation Plan and User Fee Study: Mr. Thrasher was assigned to work with the Town on this project, providing analytical support, gathering data, working with staff to make refinements, and developing cost allocation and fee models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

City of Murray, UT — OMB A-87-compliant Cost Allocation Plan: Provided analytical support. Primary duties included finalizing model figures and generating reports.

City of Placentia, CA — Cost Allocation Plan and User Fee Study: As the assigned analyst, Mr. Thrasher provided analytical support; and designed micro-level allocation models to ensure full-cost recovery for police, community services, engineering, planning, and building departments.

City of Bellflower, CA — OMB A-87 Cost Allocation Plan and Comprehensive User Fee Study Update: Provided analytical support, his primary duties included finalizing model figures and generating reports.

Town of Danville, CA — Cost Allocation Plan: Provided analytical support for this engagement. Primary duties included finalizing model figures and generating reports.

Michael Medve

Analytical Support

Education

*Bachelor of Science
Information and
Computer Science,
Management and
Mathematics Minors,
Cum Laude
University of
California Irvine,*

Areas of Expertise

Public Finance

Public Facility Financing

*Special District Formation
and Administration*

Proposition 218

New Markets Tax Credits

Grant Writing

10 Years Experience

Mr. Mike Medve joined Willdan Financial Services in the role of project manager. He brings ten years of experience to the Financial Consulting Services group with expertise in public finance, including special district formation and administration, user fee studies, fiscal impact analysis, public facilities financing plans, integrated financing districts, tax credit financing, state and federal grant and loan programs, sales tax revenue bonds, and infrastructure financing districts. He has developed financial pro formas and cash flow analyses for numerous types of public and private project financing programs.

Related Experience

City of Lake Elsinore, CA — User Fee Study, Cost Allocation Plan, and Development Impact Fee Study: Mr. Medve is providing analytical support for two project managers during this multi-study venture with the City of Lake Elsinore.

City of Compton, CA — Impact Fee Development and Implementation: Mr. Medve is currently working with the City of Compton on the creation of a comprehensive impact fee program, to ensure that new development in the City, including infill development, pays its fair share of infrastructure costs.

City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study: For this project Mr. Medve provided support and financial analysis to the Project Manager.

County of San Diego, CA — Special Tax Consulting: Mr. Medve is currently assisting the County with their special tax consultanting projects, specifically CFDs formed within unincorporated areas. To meet the demands of continued growth within the County, he is currently involved with the initial steps of forming two separate CFDs that will fund services and improvements ranging from flood control maintenance and fire protection services, to necessary capital improvements. He is also helping to replace an existing Permanent Road Division special assessment with a special tax to fund street rehabilitation and maintenance.

City of Pittsburg, CA — User Fee Study and Cost Allocation Plan Update: Mr. Medve provided model development and analytical support to the Project Manager for the City of Pittsburg project. This project, now complete, focused on updating citywide user fees.

Valley Metro (Phoenix Metropolitan Area): Provided assessment consulting services to the public transit authority for the Phoenix metropolitan area exploring the possibility of using assessment districts to supplement transit construction, operations and maintenance funding (in transit funding, this is often called a "value capture" strategy). This involved developing a financing plan that prioritized the various transit projects to find the ones that would benefit the most from a value capture strategy.

City of Irvine, CA — Great Park Financing Plan: Mr. Medve assisted the City's Orange County Great Park (OCGP) subsidiary with the formation of a CFD and Redevelopment Area for the Great Park project. After the abolishment of redevelopment, he assisted OCGP with approving land use modifications and CFD change proceedings to assure adequate funding.

Robert Quaid, CPA

Quality Assurance/Technical Advisor

Education

*Bachelor of Science,
University of Southern
California*

Areas of Expertise

*Fiscal Analysis for User
Fees and Rates*

Cost Allocation Plans

*Acquisition Audit
Services*

*Statutory Financial
Reporting*

Fund Audits

*Quality Review of
Community Facilities,
Lighting & Landscaping,
and Assessment
Districts*

Affiliations

*California Society of
Municipal Finance
Officers*

*California Society of
CPAs*

Certifications/Licenses

*Certified Public
Accountant*

35 Years Experience

With his 35 years of extensive experience in public financing, Mr. Robert Quaid has been selected to provide quality assurance/quality control in the role of technical advisor. In his position as a Principal Consultant at Willdan, Mr. Quaid provides project management, procedural support, technical support, and quality review for Willdan's District Administration group, as well as the Financial Services Consulting group specific to cost allocation plans, user fee studies, and special financial analysis.

Prior to joining Willdan, Mr. Quaid worked in the private industry of real estate accounting and finance. He began his career with the public accounting firm formerly known as Haskins & Sells (currently known as "Deloitte & Touche"). His experience includes financial statement analyses, asset administration, computer conversion, and reporting to the Securities and Exchange Commission for several public real estate partnerships. In 1979, Mr. Quaid became a licensed California CPA.

Related Experience

City of Thousand Oaks, CA — Cost Allocation Plan: Mr. Quaid served as project manager for the development of an OMB A-87 compliant cost allocation plan model using fiscal year 2009 actual costs as the basis for the allocations. He was responsible for the preparation of the Cost Allocation Plan report and provided cost allocation model training to City staff.

The objective of this project was to determine the appropriate allocation of indirect costs from City General Fund central service departments to the General Fund operating departments/programs and the non-General Fund departments/programs. The plan model included 16 allocation bases allocating costs to over 100 departments and divisions. Both full and OMB A-87 cost allocation models were delivered to the City. Willdan was awarded a four-year contract.

Cities of Fontana, Gardena and Hawthorne, CA — Cost Allocation Plan Projects: For each of these cities, Mr. Quaid served in the role of task manager for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel. He was responsible for the preparation of the cost allocation plan report and trained City staff on how to use the cost allocation model.

City of Rialto, CA — Comprehensive User Fee Study: Project manager for the Comprehensive User Fee Study to develop a user fee model in Microsoft Excel and update fees for Planning, Engineering, Building, Public Works, Recreation, Police, Fire, City Clerk, Treasurer and Finance.

City of Cathedral City, CA — Comprehensive User Fee Study: Mr. Quaid served as project manager for a user fee study that required updating fees for Planning, Engineering, Building, Police, Fire, City Clerk, and Finance.

Questions / Response to Scope of Services

The following describes our project understanding, proposed approach, and work plan for a Cost Allocation Plan and Comprehensive User Fee Study.

Cost Allocation Plan Methodology

The purpose of this cost allocation plan engagement is to ensure that the City of San Fernando is maximizing the recovery of indirect costs from identified operating departments, as well as enterprise and other chargeable funds and capital projects. Furthermore, a sound cost allocation plan is a foundational element of a user fee study, and the development of internal hourly rates, including CIP billing rates. We will work closely with staff in identifying the proper balance of allocation factors appropriate for the City. In order to achieve the maximum cost recovery objective, the City must have a method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the City to achieve this goal.

Approach for Managing the Project

Willdan's "hands-on" supervision of Cost Allocation Plan studies, include the following methods:

- **Effective Project Management** — Project Manager Chris Fisher will manage the entire project with an eye toward high responsiveness, while ensuring that all stakeholders are "on board" with the direction of the project, as well as with the final results. Mr. Fisher will ensure that regular status updates are provided to City staff, conference calls are scheduled, and that in-person meetings are conducted (as necessary).
- **Adherence to Time Schedule** — Willdan recognizes that the use of "timelines" is highly effective in meeting all required deadlines. To keep the project on schedule, there are several tasks that must be completed in a timely manner. Therefore, we will present a project timeline at the kick-off meeting that should be closely followed.

Although the establishment of an experienced project team and a detailed project timeline work extremely well in general, Willdan understands that outside influences can create uncontrollable situations for everyone involved in the project. In rare circumstances like these, our team quickly adapts to changes, and communicates our recommended schedule adjustments to the City.

Approach in Communicating with the City

Willdan staff is accustomed to interfacing with local government councils, boards, staff, community organizations, and the public in general in a friendly and helpful manner; we are always mindful that we represent the public agency. We are sensitive to the need of delivering a quality product, with the highest level of service and professionalism. Therefore, as the work on the project progresses, we understand that it will be necessary for our staff to work closely with you and City personnel. To accomplish this, we employ a variety of tools, including monitoring project status and budget costs; and ensuring effective communication through several options that are based on the City's preferences.

Experience with Development Service Processes

A unique aspect of our firm is our relationship with our Engineering Division. For many agencies throughout California and other Western states, this division provides contracted services in planning, engineering, and building and safety. When conducting cost recovery studies, we regularly consult with our engineering and land-development staff of experts on development-related issues. By working with our planners, engineers, and building officials, we understand development-related agency service procedures and workflow functions, which often make the entire user fee study process smoother for your staff.

Comprehensive User Fee Study Methodology

In order to comprehensively update fees, the City should develop a comprehensive user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the City can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles:

1) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and

with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee and rate schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

2) Project and Staff Time

The City must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the City for its services. Our standards and approaches serve to get to the issues of your fee study quickly. Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

3) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off. Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff “buys in” to the fee study approach and results.

Approach

Our approach to preparing the user fee study and documentation for San Fernando includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches. We will discuss specific pros and cons with City staff as we determine which methods work best for various categories of fees;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary for project participants to resolve policy issues.

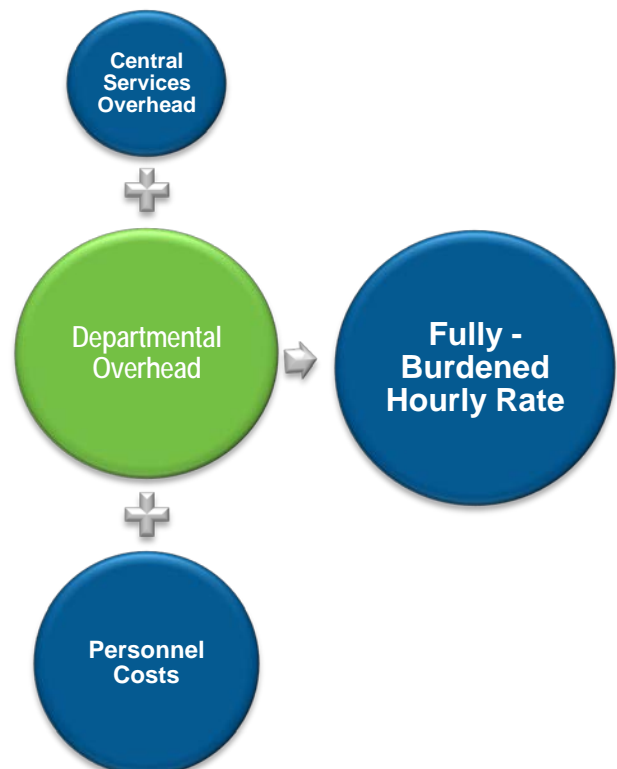
As described below, there are two basic approaches to calculating user fees:

Approach 1: Case Study Method

This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the “Case Study Method” examines the tasks, steps and City staff involved in providing a particular ‘unit’ of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers:

1) Central Services Overhead: This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity. Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.



2) Department Overhead: This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

3) Personnel Costs: This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).

Approach 2: Average Cost Method

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year), and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated.

This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.

Statement of Differentiated Services

Willdan has conducted studies for public agencies throughout California. Our employees know and understand the problems facing local government under the current economic climate, and we have oriented our practice to support an agency's modified budget policies and public service priorities. ***In fact, Willdan is one of the few firms providing all services in-house, and as one body of work. The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the City of San Fernando; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.***

Cost Allocation Work Plan

Our proposed work plan, described in detail by task, is provided below. We propose to maximize efficiency and cost-effectiveness by combining meetings and data gathering efforts between the cost allocation study and comprehensive user fee study wherever possible.

We explain how each task will be accomplished, and identify associated meetings and deliverables. We want to ensure our scope provides quality and clarity, and is responsive to the City's needs and specific local circumstances. We will work in concert with the City to adjust scopes as needed during the course of the studies.

Task 1: Initial Document Request

Objective: Initial due diligence.

Description: Prior to the kick-off call, relevant documentation will be obtained and reviewed in order to enhance our understanding of the City's current cost allocation plan and internal structure of the agency. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development.

Our request may include (but is not limited to):

- Detailed budget and accounting data;
- Prior year's financial data, salary, position and staffing data;
- Organizational structure;
- Prior cost allocation plan and/or user fee documentation and models; and
- Data related to various allocation bases that may be incorporated as part of the methodology, i.e. City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.

Deliverables: **Willdan:** Submit information request to City.

City: Provide requested data to Willdan (prior to Task 2, Kick-off Call/Refine Scope). We will follow up with the City to confirm in writing the data that we have received, or which is still outstanding.

Task 2: Kick-off Conference Call / Refine Scope

Objective: Confirm project goals and objectives. Identify and resolve policy issues raised by the study and determine appropriate fee categories.

Description: Willdan will identify and resolve policy issues typically raised by these studies and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. We will establish effective lines of communication and processes for information gathering and review.

During this call, we will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule.

We will obtain and review the current cost allocation methodology and discuss with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.

Meetings: One (1) project kick-off conference call to initiate the project, discuss data needs and methodologies and to address policy issues. We would propose to conduct the comprehensive user fee study kick-off during this same call to maximize efficiency and cost effectiveness of staff and Willdan time.

Deliverables: **Willdan:** If needed, a revised project scope and schedule.

City: Provide further data requirements and select / introduce City's project manager.

Task 3: Gather Staffing Information and Develop Cost Allocation Plan Model

Objective: Gather information related to indirect staffing and functions. Prepare draft cost allocation plan and model.

Description: This task involves the gathering of specific information, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities. This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks.

The model will be developed to incorporate any recent changes in the provision of City services, and fully allocate central service costs, as well as to allocate only those costs eligible under OMB A-87 guidelines. This is accomplished by loading relevant data into the model, then employing a toggle that will remove the OMB A-87 ineligible costs as appropriate. The OMB A-87 compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with the Federal OMB regulations.

We will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions will be held to discuss bases, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology.

We will work with the City to review any existing Internal Service Funds (ISF) and their functions and structures, and incorporate them into the model and methodology.

The model and methodology will also produce fully loaded hourly billing rates for City staff positions. These rates will be suitable for a variety of uses, including billing to CIP projects, and in the OMB A-87 compliant CAP, to Federal grants.

Meetings: Conference call with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served.

Deliverables: **Willdan:** One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB A-87 compliant cost allocation plan.

Task 4: Test and Review Cost Allocation Methodology

Objective: Test and review model and results with City.

Description: The draft cost allocation plan model will be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, we have successfully integrated online meetings by using GoToMeeting™ as an element to our approach. This allows us to remotely guide staff through the model review, and allows you the opportunity to interactively change inputs and test approaches.

Meetings: One (1) conference call and online demonstration (GoToMeeting) to review the model.

Deliverables: **Willdan and City:** Draft cost allocation plan model review.

Task 5: Prepare and Present Draft Report

Objective: Prepare the draft cost allocation report.

Description: This task involves the draft report preparation. The cost allocation plan's background, model methodologies, and results will be discussed; calculations and supporting data will be presented textually and in easily understood tables, and provided to the City.

Meetings: One (1) meeting to present the draft report to the City Manager, City Staff, and if called upon to do so, the City Council.

Deliverables: **Willdan:** Draft report for City review and input.

City: Review of draft report, with comments, and edits.

Task 6: Discuss and Revise Report

Objective: Review of draft report, cost distribution methods, and model.

Description: An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type. Often, through the course of an engagement, comments usually revolve around issues of: understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; and overhead costs' distribution methods.

Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to the Council.

Meetings: One (1) conference call with City staff to review the report.

Deliverables: Draft report, and revised draft/final report.

Task 7:	Prepare and Present Final Report/Train Staff on Model
Objective:	Prepare and present the final report to City Council. Educate City staff on the operation and use of the model for future modifications.
Description:	This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.
Meetings:	One (1) meeting with the City Council to present the final cost allocation plan. This meeting may be held in conjunction with the presentation of the comprehensive user rate study results. We will also provide staff training on the operation and use of the model on the same day during regular business hours.
Deliverables:	Willdan: Provide three (3) bound copies, one (1) unbound copy, and one (1) electronic PDF file copy of the final report and models (full and OMB A-87 compliant) to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD-ROM.

Comprehensive User Fee Study Work Plan

Task 1:	Initial Document Request
Objective:	Initial due diligence; obtain study-related data.
Description:	Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5. We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail.
Deliverables:	Willdan: Submit information request to City. City: Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). As with the cost allocation plan, we will follow up with the City to confirm receipt of requested data and information, and highlight data elements that are outstanding.
Task 2:	Compile Inventory of Current and Potential Fees
Objective:	Willdan will identify a schedule of fees and methodology for calculating the fees.
Description:	Based on the results of the initial document request and independent research, incorporate into our model the existing fees, provided by the City, to comprise the parameters of the fee study.
Meetings:	It is possible that a conference call with the City may be necessary to discuss new fees to implement or existing fees that may no longer be required.
Deliverables:	Willdan: One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call). City: Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.
Task 3:	Kick-off Conference Call /Refine Scope
Objective:	Confirm goals and objectives for the Fee Study. Identify and resolve policy issues typically raised by a User Fee Study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).
Description:	Verify our understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems, and maintain open communication throughout the process. During this call, we will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.
Meetings:	One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy issues. This will be held in conjunction with the kick-off for the cost allocation plan. As mentioned in the cost allocation plan work plan, we suggest combining the kick-off calls to increase efficiency.

Deliverables: **Willdan:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed).

City: 1) Provide further data needs; and 2) determine/introduce City's project manager.

Task 4: Develop Comprehensive Fee Model

Objective: Develop and test model.

Description: This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs.

Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. Most of this information will be developed during the cost allocation plan phase of this project, and will be incorporated directly into the user fee model. We will request clarification and/or additional data if necessary.

The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.

Deliverables: **Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

Task 5: Time Survey Interviews and On-site Information Gathering

Objective: Meet with City staff to complete Time Surveys and understand service delivery processes.

Description: In order to assist staff with the completion of the survey worksheets, we will schedule two (2) full days of on-site meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.

The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees, and adjust any times as necessary, once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.

Meetings: Two (2) full business days of on-site meetings/staff interviews.

Deliverables: **Willdan and City:** Time surveys and draft full cost recovery fees.

Task 6: Common Fees Comparison

Objective: Examine the user fees charged by comparable Los Angeles County, or jurisdictions that are similar to the City of San Fernando.

Description: We will access and use our knowledge of other jurisdictions to benchmark the City's five (5) most common fees or highest yielding fees with comparable jurisdictions agreed.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees.

The survey will contain the following:

- Comparison of common or similar fees and charges used by the City and other jurisdictions;
- Current and proposed fees and charges unique to the City of San Fernando;
- Fees and charges used by other public entities not currently used in the City; and

- If possible, identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.

Deliverables: **Willdan:** Recommendations provided in Task 8 will incorporate the data gathered during our examination.

Task 7: Data Analysis and Final Fee and Rate Schedule

Objective: Incorporate information obtained from on-site surveys to fully develop model.

Description: We will update the model, based on information received during the on-site surveys, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting. Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees), and suggest potential areas where fees could be collected where they are not currently. We will present the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels, and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26.

The user fee data analysis and model development may take three (3) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

Meetings: Conference calls to finalize fee schedule.

Deliverables: Final user fee and rate model for City Council presentation and discussion.

Task 8: Prepare and Present Draft Report

Objective: Prepare draft report.

Description: This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the fee and rate study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following:

- Key results and findings;
- Basic descriptions of each service;
- The full cost of each service and current cost recovery levels;
- Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery;
- Fee recommendations with associate levels of cost recovery;
- Projections of potential fee revenue;
- Assessment of reasonableness of each City's costs;
- Review of reasonableness of current consultant cost structure (for Building Division services);
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

Meetings: One (1) conference call or online meeting to present the draft report to City staff and the City Manager.

Deliverables: **Willdan:** Draft report for City review and comment.

City: Review of draft report, with comments and edits.

Task 9: Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption

Objective: Review of draft report and fee model.

Description: The goal of this task is to conduct an in-depth review of the draft report and model, and finally arrive at an optimum fee structure. Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments from City staff on the draft report, we will prepare the final report for presentation to the City Council.

Meetings: One (1) online demonstration (GoToMeeting) to review the model.

Deliverables: Draft report, revised draft /final report.

Task 10: Prepare and Present Final Report/Train Staff on Model

Objective: Prepare and present final report to City Council. Train staff on the operation and use of the model for future modifications.

Description: This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

Meetings: One (1) meeting with City Council to present the results. We will also provide staff training on the operation and use of the model on the same day, during regular business hours.

Deliverables: We will provide up to five (5) bound copies, one (1) unbound copy and one (1) electronic PDF file copy of the final report and model to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and model, as well as related schedules, will also be provided on CD-ROM.

Annual Updates

Description: Annually, for the next two to four years of the term of the agreement, the cost allocation plan model will be updated for CPI and other inflators as appropriate, and a new model and report provided. We will also discuss the overall effectiveness of the cost allocation plan over the prior year, and determine changes or adjustments that may need to be made. Any changes beyond the update in costs would be beyond this scope and fee estimate and would need to be authorized at the time by the City.

Following the review, and appropriate updates, an updated report will be provided to City staff annually, and presented to the City Council.

Meetings: One (1) conference call with City staff to review the prior year's cost allocation plan, and discuss changes to be implemented; and, as requested, one (1) meeting each year to present the updated report to City staff and the City Council.

Deliverables: **Willdan:** Provide the updated model electronically to the City, and bound, unbound and electronic copies of the updated annual report. Following a round of draft report comments from City staff, the final report and cost allocation model will be prepared and submitted to the City.

City Staff Support

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of San Fernando assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- 1) Coordinate responses to requests for information;
- 2) Coordinate review of work products; and
- 3) Help resolve policy issues.

We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Willdan will endeavor to minimize the impact on City staff in the completion of this project.

The Willdan Team will rely on the validity and accuracy of the City's data and documentation to complete this project. The City of San Fernando acknowledges that Willdan is relying upon the accuracy of the information provided by the City or their designees, and that Willdan shall not be liable for any inaccuracies contained therein.

References

Provided below are recent project descriptions, including client contact information, that are similar in nature to those requested by the City of San Fernando. We are proud of our reputation for customer service, and encourage you to contact these clients in regards to our commitment to completing the projects within budget and agreed upon timelines.

City of Covina, CA | Comprehensive Cost Allocation Plan and User Fee Study

The City of Covina engaged Willdan to complete a comprehensive Cost Allocation Plan (CAP), including the preparation of fully-burdened hourly rates to be used for other City purposes, including the updating of some user fees. Willdan staff met with City staff to verify the City's objectives for the study, independently gathered most of the necessary data for the development of the CAP model and methodology, and worked directly with City staff to gather additional detail or clarify information where necessary. We worked City staff to understand the various functions served by indirect staff in various City departments, and which operating departments or funds they served. We worked directly with City staff to develop and verify allocation bases, and make adjustments through several iterations of the CAP model as necessary.

Willdan finalized the model, and completed a draft report, which after comment and review, was updated to reflect feedback received from City staff. The report, which explained the background, approach, data gathering and model development processes, and provided narrative interpretation of the results, was then finalized and presented to the City Council. Since the completion of the full CAP, we were asked to prepare an update in 2014.

Client Contact: Mr. Steve Smith, Senior Management Analyst
125 East College Street
Covina, CA 91723
Tel #: (626) 384-5504 | E-mail: SSmith@covinaca.gov

Start Date: February 2014 (*most recent project*)

Completion Date: September 2014

City of Petaluma, CA | Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rates

Willdan provided an Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rates to the City of Petaluma. After reviewing the City's 2014 Master Fee Schedule, we developed an Overhead Cost Allocation Study, which is OMB A-87 compliant, and a User Fee Study that accurately accounts for the true cost of providing various services within and to each City operation, including capital projects. As part of this effort, we also developed fully burdened hourly rates for City employees that can be used for work orders, or to charge to specific activities. This included an analysis of administrative and overhead costs associated with activities that are delivered directly to the public, where hourly rates may be charged, to ensure appropriate recovery of costs.

Willdan completed these studies concurrently, in a manner that fully identifies and takes into account direct and indirect costs, along with changes in staffing, structure, and methods of service delivery.

Client Contact: Mr. Bill Mushallo, Finance Director
11 English Street
Petaluma, CA 94952
Tel. #: (707) 778-4352 | Email: Financeemail@ci.petaluma.ca.us

Start Date: March 2014

Completion Date: May 2015

City of Salinas, CA | Comprehensive Fee Study and Full Cost Allocation Plan

Willdan was hired by the City of Salinas to prepare an OMB A-87-compliant full cost allocation plan, and comprehensive fee study for the development of a master list of fees. The Willdan Team led an all-departments overview meeting, where the framework and general process was reviewed, and global practical and policy questions were addressed. Immediately following the overview meeting, individual meetings were held with representatives from each department to discuss their specific fee related activities, and gather necessary information to update fees.

The Willdan Team worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods.

User-friendly Excel-based models were prepared, so that City staff can easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

Client Contact: Mr. Matt Pressey, CPA, Budget & Finance Director
200 Lincoln Avenue
Salinas, CA 93901
Tel. #: (831) 758-7420 | Email: Mattp@ci.salinass.ca.us

Start Date: June 2013

Completion Date: July 2014

City of Hemet | Comprehensive User Fee Study and Cost Allocation Plan

In 2007, Willdan assisted the City of Hemet with the preparation of a Cost Allocation Plan and User Fee Study. This engagement included an in-depth review of the cost incurred by to the City in order to perform services.

In 2012 the City of Hemet retained Willdan's services again to update their CAP, in addition to updating the 2007 cost-of-service user fee study. This update included a study of the full cost to the City for requested services provided as a part of the Building and Safety function, as well as other City departments, including City Clerk, Finance, Police, Fire, Library and Community Development departments.

Client Contact: Ms. Donna Rowley, Principal Accountant
445 E. Florida Avenue
Hemet, CA 92543
Tel. #: (951) 765-2355 | Email DRowley@cityofhemet.org

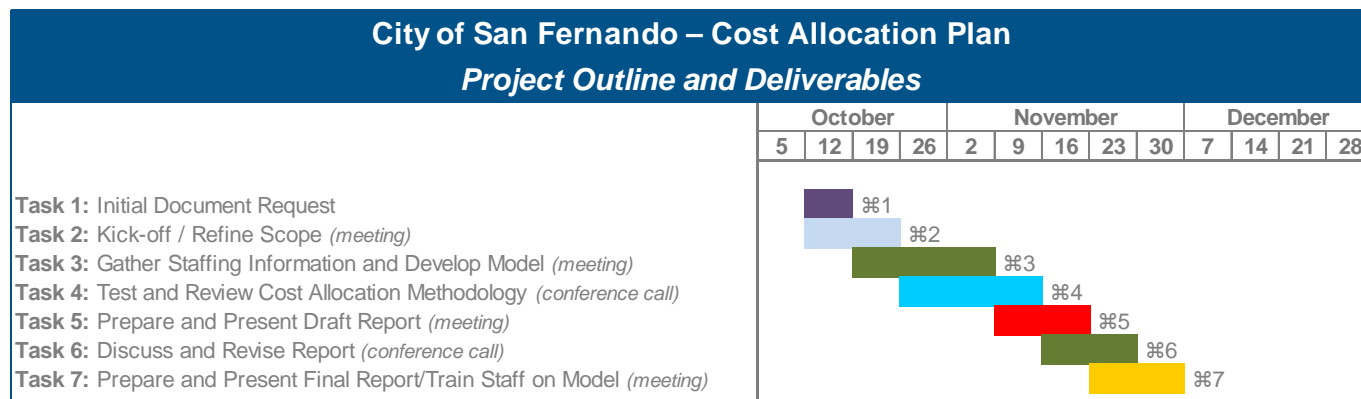
Start Date: March 2012

Completion Date: September 2014

Implementation Schedule

Willdan understands time is of the essence for the City of San Fernando to begin this engagement. These schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

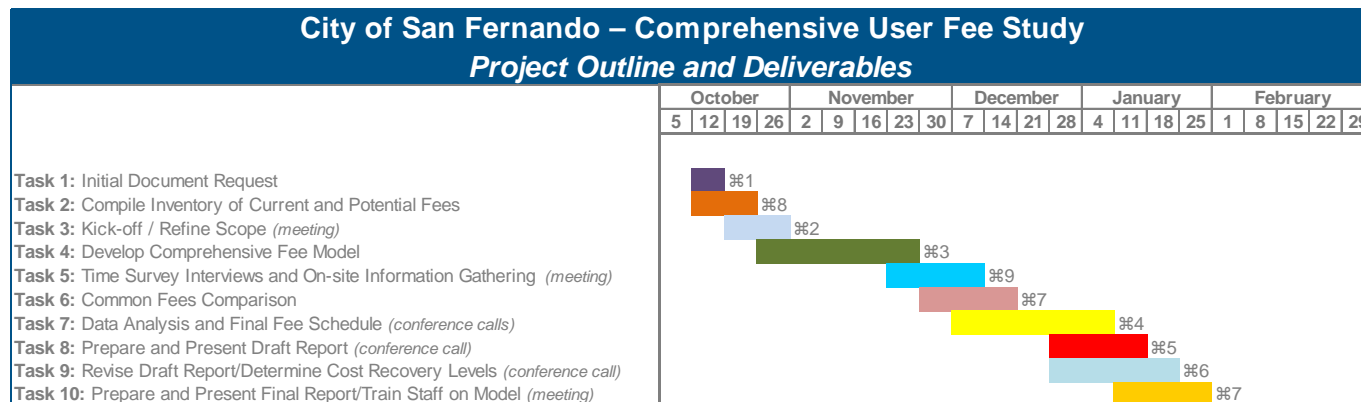
Cost Allocation Plan



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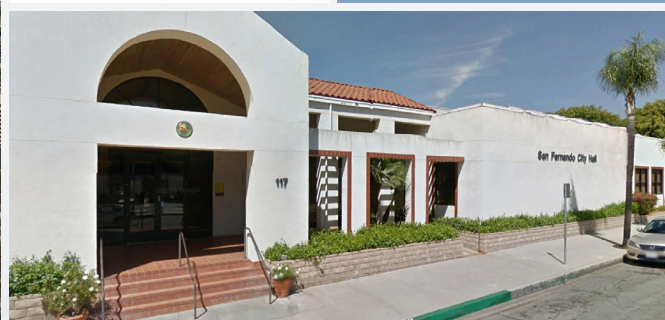
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|--|---|
| ☼1: Information Request | ☼5: Draft Report |
| ☼2: Revised Project Scope and Schedule (if needed) | ☼6: Revised Draft Report/Final Report |
| ☼3: User-friendly Model in Microsoft Excel | ☼7: Final Report – Hard and Electronic Copies |
| ☼4: Draft Cost Allocation Plan Model Review | |

Comprehensive User Fee Study



Legend:

- | | |
|--|--|
| ☼1: Information Request | ☼6: Revised Draft Report/Final Report |
| ☼2: Revised Project Scope and Schedule (if needed) | ☼7: Final Report – Hard and Electronic Copies |
| ☼3: User-friendly Model in Microsoft Excel | ☼8: Draft List of Current Fees |
| ☼4: Draft Fee and Rate Model Review | ☼9: Time Surveys and Draft Full Cost Recovery Fees |
| ☼5: Draft Report | |



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AGENDA REPORT

To: City Councilmembers

From: Mayor Joel Fajardo

Date: October 5, 2015

Subject: Appointment to the Education Commission

RECOMMENDATION:

I recommend that Danitza Pantoja be appointed as my representative to the Education Commission.

BUDGET IMPACT:

None

ATTACHMENT:

A. D. Pantoja - Biography

ATTACHMENT “A”**DANITZA PANTOJA, Psy.D.**

Danitza was raised in the City of San Fernando attending St. Ferdinand School. Danitza received her bachelor's in Psychology and master's in school counseling degree from Loyola Marymount University. While working on her master's degree, she volunteered at Valley Family Center as a tutor. She also earned an associate arts degree in Manufacturing and Management from the Fashion Institute of Design and Merchandising. During this time she also worked for former Assemblymember Cindy Montanez from the 39th Assembly District. While working on education issues for the Assemblymember, she decided on returning back to school to earn a second master's degree in School Psychology from Phillips Graduate Institute. She recently received her Doctorate in Psychology from Alliant International University. Her doctoral project was in Teacher Support in the Implementation of Classroom Interventions for Middle School Children with Autism Spectrum Disorder. She has been practicing as a School Psychologist for the past eight years. For the past two years, she has been a lead school psychologist for a charter school that has school locations all through California and supports the special education staff and administrators with the charter schools out-of-state schools. Danitza also has a certificate from Cal State, Northridge in Assistive Technology Applications and certification in the Program for the Education and Enrichment of Relational Skills (PEERS®) through UCLA.

Danitza has served as a commissioner for the Parks, Wellness, and Recreation Commission in the City of San Fernando. She has been appointed Chair and, most currently, Vice Chair. Danitza has also served as an advisory board member for *Ready, Set, Read!* and currently serves as a board member for Loyola Marymount University School of Education Alumni Association Board.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager

Date: October 5, 2015

Subject: City Council Priorities Update

RECOMMENDATION:

It is recommended that the City Council provide direction to staff related to City Council priorities.

BACKGROUND:

Mayor Fajardo has requested that the City Council be provided with an update regarding the City Council priorities for this and past fiscal years. The priorities for the last three years have been attached to this report for the City Council's review.

BUDGET IMPACT:

There is no budget impact.

ATTACHMENTS:

- A. FY 2013 – 2014 City Council & Staff Priorities
- B. FY 2014 – 2015 City Council & Staff Priorities
- C. FY 2015 – 2016 City Council Priorities

ATTACHMENT “A”

CITY COUNCIL		
	Project Status	Assigned Department
ANTONIO LOPEZ, MAYOR		
Secure Grant Funding for the San Fernando Mission Street Improvement Project		City Administration Public Works
Propose a Plan to Accommodate Future Metro Light Rail Through Our City	Since July 1, 2013, City staff and Ad-hoc have been meeting with MTA staff to discuss BRT, LRT, and Tram options a possible connections through the city with possible terminus at Sylmar/San Fernando Metrolink Station. MTA currently working on finalizing Alternatives Analysis prior to beginning EIR/EIS work in April 2014; City staff also working with CA High Speed Rail staff and City Ad-hoc as they work through possible alternative routes from LA Union Station to Palmdale.	Community Development Public Works
Work to Establish a PBID	Mall Association indicated they want to pursue PBID again but no timetable provided by them.	City Administration
SYLVIA BALLIN, MAYOR PRO TEM		
Timekeeping System	<i>Refer to Administration Department (Finance and Personnel Divisions)</i>	Finance Personnel In Budget 2013/14
Contract Management Training	On hold pending filling permanent management position.	City Administration
Hire full-time regular City Manager (not City Administrator), Finance Director, Police Chief and reorganize City structure	Recruitments for all three are underway. Closing dates for Public Works Director is November 22 and Finance Director is November 18.	City Council City Administration

CITY COUNCIL		
	Project Status	Assigned Department
SYLVIA BALLIN, MAYOR PRO TEM (continued)		
Lighting at Las Palmas Park	<ul style="list-style-type: none"> • Repaired all bulbs of light fixtures located on park paths and parking lot. • Edison repaired broken light fixture in LP parking lot. • Trimmed all trees blocking lighting at the park. • Added 1 new light fixture in LP parking lot near concession stand. • Added 4 new light fixtures in rear parking lot and field areas. • Total estimated costs, including labor and material: \$3,000. 	Public Works Recreation and Community Services
JESSE AVILA, COUNCILMEMBER		
Economic Development: Maintain, promote and assist existing businesses to stay and “grow” in San Fernando; outreach to bring in businesses that offer goods and services relevant to the present and next generation (i.e., access to technological communications systems, Wi-Fi via Mall Association	See Status under City Administration.	City Administration Community Development
Public Safety: Address and correct public safety personnel matters; unify all Departments	One lawsuit by current officer is filed and one discipline being appealed. No other significant internal investigation underway that involve an officer assigned “at home”.	City Administration Police Department
Commissions and Commissioners: Active participation in Council/Community outreach to solicit input and feedback to address their view of “What our City needs...”; encourage communication between all City Departments.		City Council City Administration All Departments

CITY COUNCIL		
	Project Status	Assigned Department
JESSE AVILA, COUNCILMEMBER (continued)		
Infrastructure: Address the needs to repair and/or replace the sewer system, water system; evaluate the current design and use of the Maclay Corridor (from First Street, North, to Glenoaks Boulevard)	<p><u>Sewers:</u> On September 3, 2013 the City Council approved a contract with Hall & Foreman, Inc. to prepare a Sanitary Sewer Master Plan. The State Water Resources Control Board requires the City to have a sewer system management plan. As part of the preparation of the plan, Hall & Foreman will be taking video of the problem areas. Closed circuit television (CCTV) has not been initiated but the plan is to complete this work before year end. It is anticipated that irregularities will be discovered requiring point repairs, sewer lining, or line replacement. Thus far, Hall & Foreman has digitalized the sewer map and they are determining the basins for flow monitoring. Flow monitoring will be installed on November 12, 2013 to determine sewer capacity and high volume areas. They will be using the results of the flow monitoring as well as previous CCTV work, and general reports of hot spots, to develop candidate lines for CCTV work.</p> <p><u>Maclay Corridor:</u> No work underway to study the Maclay corridor.</p>	Public Works
JOEL FAJARDO, COUNCILMEMBER		
<p>(1) Study and understand all aspects of the City's pension system, including, but not limited to: (a) benefits and disadvantages of the current system; (b) historic shortfalls and projected shortfalls; and (c) the special property tax used to balance such shortfalls.</p> <p>(2) Work with labor to make the pension system more sustainable, and consider the option of gradually eliminating or reducing the use of said property tax over a reasonable and realistic period of time.</p>	<p>Upon further review, staff has determined that due to complexity of issue, a more comprehensive study and analysis by a pension and property tax expert/consultant is needed.</p> <p>Staff will obtain estimates of the cost of such a study.</p>	Personnel Prepare report

CITY COUNCIL		
	Project Status	Assigned Department
JOEL FAJARDO, COUNCILMEMBER (continued)		
Study the City's strengths and weaknesses in terms of attracting new businesses, determine which businesses or industries the City could most successfully recruit, and develop a business plan to attract said businesses. This analysis should incorporate a "cost of doing business" review.	Pending - In initial discussion with Valley Economic Alliance about possible project to prepare the 'cost of doing business' analysis comparing cost for service of San Fernando and neighboring cities (e.g., LA, Burbank, Glendale, etc.) This is part of their request for a \$5K increase in annual fees; need additional funding to startup outreach to existing businesses as well as ongoing outreach to attract new businesses; service commercial, industrial, and housing construction sector seeing a resurgence in last year.	City Administration Community Development
Revisit the 2012 water rate increases to: (a) Implement a voucher or cost-assistance program for low-income families, and establish outreach measures so the public is aware of said program; (b) Determine the level of public knowledge with respect to upcoming water rate increases; (c) Determine the feasibility of eliminating or mitigating some of the scheduled water rate increases if Measure A passes. Research assistance programs for low-income residents.	As Needed Professional Services can be used to study water rates and develop a rate structure that addresses different customer classes if that is the Council's desire. Council direction is needed.	Public Works Finance

CITY COUNCIL

	Project Status	Assigned Department
ROBERT GONZALES, COUNCILMEMBER		
Aquatic Center Parking Lot	Preliminary plans have been prepared for development of a parking lot at the south east corner of Park Avenue and Fourth Street. Two plans have been developed, one with angled parking providing 44 spaces, and a plan with straight parking stalls producing 52 spaces. As you know, surface water must be retained on site to percolate into the subgrade. A survey of the topography has been completed and forwarded to our consultant for NPDES. We may need to drain any surface water toward the grassy area adjacent to the pool. At this time we do not know if a structure is required to comply and this may be the determining factor on the parking lot configuration. Quimby Act funds will be used for this improvement and the project must begin no later than February, 2014.	Public Works Recreation and Community Services Quimby funds – In Budget
Upgrade City Website to Make More Business Friendly	CDD and Administration staff coordinating with lead staff in individual departments in order to facilitate new website startup by July 1, 2014. Outline of department web pages due in early December 2013.	City Administration On-going
Triathlon or 5k Run and Car Show to Celebrate San Fernando Birthday (2014)	Updated to: City Health Campaign and 5K Run	Recreation and Community Services

ADMINISTRATION DEPARTMENT

ORGANIZATIONAL ANALYSIS	Study organizational structure and staffing to determine most effective and efficient structures for providing cost effective services.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$17,000 – Staff Cost	.10	Staff Recommendation	3/2014
	STATUS			ESTIMATED COMPLETION
	New, permanent City Manager will have to study this.			

ADMINISTRATION DEPARTMENT				
PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT (PBID)	Coordination with Downtown Merchants and Property Owners regarding possible formation of a PBID.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$3,600 – Staff Cost	.02	Business and Property Owner Initiated – Staff Support Role	6/2014
	STATUS			ESTIMATED COMPLETION
	Mall Association representative indicated they want to again pursue a PBID after the first of the year.			
ECONOMIC DEVELOPMENT – BUSINESS ATTRACTION AND RETENTION	Work with City Council and staff to market and attract business to San Fernando; work with existing businesses on expansion plans; address issues and impediments to bringing new business and retaining existing business to the community.			
	Helped facilitate Rydell Automotive reboot at 700-753 SF Rd. and new/used car dealership at 603 SF Rd., New 72K Sq. Ft. building at 1201 Arroyo, WSS Sale Remodel, New medical building at 1600 SF Road, Walgreens/Smart & Final at 2040 Glenoaks and redevelopment/cleanup of adjacent vacant lot, facilitated new business (PRG –lighting company) with 100+ new employees at 1245 Aviation Place, ongoing processing of new alcohol license permit request for existing restaurants, facilitated Foreign Trade Zone workshop outreach to industrial businesses in City.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$27,000 – Staff Costs	.15	City Council Directive; Staff Recommendation	Ongoing
	STATUS			ESTIMATED COMPLETION
	This will be a staffing issue with dissolution of Redevelopment.			

ADMINISTRATION DEPARTMENT				
CONTRACT MANAGEMENT	Review all existing contracts; determine process of monitoring contracts; review procurement process including bidding, purchasing, and Request For Proposal (RFP); make recommendations for change as needed.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$9,000 – Staff Costs for Administration and Finance	.05	City Council Direction; Staff Recommendation	10/2013
	STATUS			ESTIMATED COMPLETION
	Once all management positions are filled, there can be a new focus on contract administration. City Council has already approved new policies regarding Procurement of Professional Services in September.			
REVENUE COLLECTION ANALYSIS	Work with Finance and Operating Departments to ensure implementation of effective revenue collection programs and ensure coordination of efforts between Departments.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$9,000 – Staff Cost	.05	Staff Recommendation	10/2013
	STATUS			ESTIMATED COMPLETION
	No progress thus far.			

ADMINISTRATION DEPARTMENT - FINANCE DIVISION

AUTOMATED TIMESHEETS	Implement automated timesheets. This will reduce the amount of staff time spent on manual entries, calculations, and corrections. The effects of instituting this program will be increased efficiency, increased accuracy, and will help to bring the City up to date with the technology in this sector.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$25,000 - Combination of General Fund & Enterprise Funds	.2	City Service Standard	10/2013
	STATUS			ESTIMATED COMPLETION
	<ul style="list-style-type: none"> • In progress. • All clocks have been installed. • Software has been downloaded. • Initial configuration training is scheduled for Tuesday, Nov 12th • A training session for management and timesheet coordinators will be scheduled the 2nd week of November • Testing should begin the 2nd week in November. • Go live date anticipated on November 30th. 			
CLEAN-UP OF GRANTS FUND, CREATE NEW TRACKING OF GRANT FUNDS IN EDEN AND CREATE PLAN TO PAY OFF DEFICIT	The City currently houses all grants of the City in one "Grant" fund. This fund has a deficit of just over \$2 million. Finance will research the source of the deficit projects to see what can be recouped from original funding sources, and identify amounts that need to be allocated to other funds. Develop a reimbursement payment plan to cover any amounts that necessarily have to be allocated to the General Fund. Implementing a new tracking system in EDEN whereby all grants will receive its own respective fund number allowing tracking of revenues and expenditures to more accurate.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$0 - EDEN change paid during FY 12-13	.3	City Service Standard	10/2013

ADMINISTRATION DEPARTMENT - FINANCE DIVISION			
	STATUS		ESTIMATED COMPLETION
	<ul style="list-style-type: none"> • A Grant policy has been written for the City, approved by council and distributed to all employees involved in grants. • The Fund numbers in the EDEN system have been regenerated from two-digit numbers to three-digit numbers to allow for individual fund numbers to be assigned to grants. • New Grants are now tracked with unique fund numbers to allow for segregation and accountability from each program. • Existing ongoing grants will be assigned their own fund numbers and all historical data will be transferred to the new fund • A list was created in prior years for the projects that created the deficit in the grants fund and is now being updated and reviewed • Once all continuing grants have been transferred from the current grants fund and all other deficit amounts are identified and verified, a plan to satisfy the deficit will be made. 		
COMPLETE BUSINESS LICENSE TAX REVIEW AND OFFER ONLINE RENEWALS	Develop a process to analyze the gross income reported by businesses on their business licenses. Work with our current business license consultant to confirm the business license application matches with tax records from the Franchise Tax Board. Work with departments and collection agencies to ensure the City is collecting monies owed.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	\$0	.15	City Service Standard
	STATUS		ESTIMATED COMPLETION
	Finance is in the process of hiring 3 volunteers from CSUN who major in Accounting or Finance to assist in the research and analysis for the completion of the following priorities (We anticipate these projects to start in late November): <ul style="list-style-type: none"> • Business License Tax review and Revenue Collection <ul style="list-style-type: none"> ○ Research for Data Ticket and other declining revenue sources ○ Research for Business License revenue with HdL information ○ Consider proposal from company regarding business license recovery • Revamp of Budget Book <ul style="list-style-type: none"> ○ Compilation of the excel spreadsheets 		

ADMINISTRATION DEPARTMENT - FINANCE DIVISION

- Work pages to include historical data for line item budget accounts
- Quarterly budget reporting tools
 - Creation of Dash board
 - Compilation of the excel spreadsheets

REVAMP OF BUDGET BOOK

Re-tool the City's Annual Budget Book to be more user friendly and to provide comparative numbers for easier analysis of the changes from year to year in our revenue and expenditure habits.

ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
FINANCIAL	FTEs		
\$0	.1	City Service Standard	01/2014
STATUS			ESTIMATED COMPLETION
Refer to item above.			

CREATE STANDARD REPORTING TOOLS TO BE DISTRIBUTED AND DISCUSSED AT QUARTERLY BUDGET STUDY SESSIONS

Develop and implement standard reporting tools for distribution and discussion at the Quarterly Budget Study Sessions. Reports will show on a quarterly basis the Budget vs. Actuals, and the revenues collected in order to give the Council a regular overview of the financial health of the City. The reports will be presented on the 4th Thursdays in October, January, April and July.

ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
FINANCIAL	FTEs		
\$0	.1	City Service Standard	10/2013
STATUS			ESTIMATED COMPLETION
Refer to item above.			

ADMINISTRATION DEPARTMENT - FINANCE DIVISION

RFP FOR IT SERVICES

Prepare a Request for Proposals for IT Services for the City which would include basic IT services for City Hall, Police Department, Parks and other city facilities as needed. It will also include a needs assessment of necessary upgrades to the City's IT structure and hardware.

ESTIMATED RESOURCE ALLOCATION

FINANCIAL

FTEs

OBLIGATION

ANTICIPATED COMPLETION

\$0 - The RFP is not expected to have a cost; however, the amount of the contract awarded may bring a savings to the City for IT services
\$TBD - The cost of necessary upgrades will be determined after an assessment is performed and is expected to be spread over several fiscal years

.25

City Service Standard

11/2013

STATUS

ESTIMATED COMPLETION

Scheduled to start at the completion of the Automated Timesheets.

UPDATE OF RETENTION AND DESTRUCTION SCHEDULE

Update the City's Retention and Destruction Schedule which has not been updated since 2001. The update will allow for the orderly destruction of records still stored within the City that no longer have to be kept and will provide room in storage areas.

ESTIMATED RESOURCE ALLOCATION

FINANCIAL

FTEs

OBLIGATION

ANTICIPATED COMPLETION

\$0

.1

City Service Standard

9/2013

STATUS

ESTIMATED COMPLETION

- This item has been put on hold until review of the document can be reviewed by each department.
- In the meantime, staff has been instructed to get the boxes ready and eligible for destruction under the current retention schedule within the next month

ADMINISTRATION DEPARTMENT – PERSONNEL DIVISION				
FURLOUGHS AND EMPLOYEE CONCESSIONS	Implementation of Furloughs and Employee Concessions.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	To Be Determined	.10	Budgeted Staff time – No Additional Budget Allocation Anticipated	6/30/14
	STATUS			ESTIMATED COMPLETION
	Implementation of furloughs and various employee concessions have been going well so far, and we do not anticipate any problems.			
NEGOTIATIONS	Negotiation of Bargaining Unit MOUs.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	To Be Determined	.2	Budgeted Staff time – No Additional Budget Allocation Anticipated	6/30/14
	STATUS			ESTIMATED COMPLETION
	Negotiations with all employee bargaining units will start in March 2014. We are currently working with Council sub-committee to finalize the City's labor relations representation for those negotiations.			

ADMINISTRATION DEPARTMENT – PERSONNEL DIVISION				
AUTOMATED TIMEKEEPER SYSTEM	Implementation of Automated TimeKeeper System; coordinate with Finance.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$20,000 - \$25,000	.05	Budgeted Staff time – No Additional Budget Allocation Anticipated	6/30/14
	STATUS			ESTIMATED COMPLETION
	The Interim Finance Director and Personnel Manager met with various vendors, and selected Time Clock Plus to implement the automated time clocks. Initial meetings have been held with various employee groups in October to answer employee concerns about the new system. Installation of the clocks and system is almost completed. The Personnel Manager is drafting a new “Time Clock Policy and Guidelines,” which will be incorporated in training for all employees on the new system later this month.			
TRAINING	Re-Training of All Employees on Anti-Harassment, Discrimination and Retaliation.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$3,358	.10	\$0 Cost to the City Budget (Funding secured from ICRMA)	6/30/14
	STATUS			ESTIMATED COMPLETION
	About 95% of all full-time employees have been set up in the system to start this online training. However, we have about 5% of full-time staff, as well as about 80% of part-time staff members that do not have assigned City e-mails. Aegis advised that a new license has to be secured in order to authorize assignment of City e-mails to the affected employees. As soon as we have this issue resolved, we’ll start the training for all employees.			

COMMUNITY DEVELOPMENT DEPARTMENT				
2014-2021 GENERAL PLAN HOUSING ELEMENT UPDATE; *2013 MTA FUNDED-TOD OVERLAY ZONE <i>(requires Update of General Plan Elements and Zone Map and Code Amendments, and EIR)</i>	Update City's General Plan Housing Element as required by State Law, Implementation of current housing programs; *Planning staff to develop Transit Oriented Development (TOD) Overlay Zone based on Metro Transit Authority's (MTA) award of a 2013 TOD Planning Grant apply for 2012 Sustainable Communities Planning Grant Round 3 to obtain state grant to undertake comprehensive general plan & zoning code updates. Required Environmental Impact Report (EIR).			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$36,000 - General Fund for Housing Element Update (100% General Fund); *\$295,698 - Comprehensive Update of General Plan and Zoning Code (5% General Fund/ 95% Grant Funds)	Housing Element: .40 *TOD Overlay Zone-zone code amendment: .20	1) Update of General Plan Housing Element is Time Sensitive--State Mandated Requirement to complete Update and submit to State HCD by 10/15/13 *2) Per Grant Agreement Project to Commence starting in FY 2013-14 and finish by end of FY 2015-16; Time Sensitive-General Plan/Zoning Code Update to Comply with State General Plan Law	10/31/13; * TOD Overlay Zone adoption by 6/30/16
	STATUS			ESTIMATED COMPLETION
	1) Sent to HCD on 10/18/13. 2) Quarterly report sent on 11/5/13; RFP for consultants to go out by end of November 2013; staffing levels during furlough have impacted actual startup of this project.			

COMMUNITY DEVELOPMENT DEPARTMENT				
LOPEZ ADOBE PRESERVATION PROJECT: PHASE II	Per current agreement with state, city to select contractors and undertake construction of new ancillary facility with restrooms, office & storage facilities to support use of the Adobe as a house museum.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$132,800 - Ancillary Building Construction; \$5,000 - Design/Engineering; \$8,000 - Labor Compliance (9% General Fund/ 91 % CCHE Funds)	\$13,000 - General Fund; \$130,000 - CCHE Grant Funds: .45	Time Sensitive Under Contract extended by CCHE to 12/2013	3/31/13
	STATUS			ESTIMATED COMPLETION
	CCHE granted extension until 3/31/14; Council award of contract in 10/21/13; construction to begin by end of November 2013			
SAN FERNANDO CORRIDORS SPECIFIC PLAN/BUSINESS RETENTION & OUTREACH PROGRAM IMPLEMENTATION	Facilitate redevelopment of underutilized parcels and opportunity sites within the SP-4 (Corridors Specific Plan) zone; Establish the City of San Fernando Business Retention and Outreach Program to promote economic development and business retention initiatives. The program would establish a task force made up of key city personnel responsible for meeting with top 10 sales tax and property tax producers to evaluate current/future needs priorities in order to maintain them within the city. In addition, the task force would work with these businesses to access potential incentives and prospective business identification tools (i.e., Buxton Report) to help reduce commercial and industrial vacancies within the city.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$5,000 - General Fund	SF Corridors Specific Plan Implementation: .60; Business Retention/ Outreach: .25	Carry over project based on Council Directive	6/30/14
	STATUS			ESTIMATED COMPLETION

COMMUNITY DEVELOPMENT DEPARTMENT				
	Helped facilitate Rydell Automotive reboot at 700-753 SF Rd. and new, used car dealership at 603 SF Rd., New 72K Sq. Ft. building at 1201 Arroyo, WSS Sale Remodel, New medical building at 1600 SF Road, Walgreens/Smart & Final at 2040 Glenoaks Blvd. and redevelopment/cleanup of adjacent vacant lot, facilitated new business (PRG-lighting company) with 100+ new employees at 1245 Aviation Place, ongoing processing of new alcohol license permit request for existing restaurants, facilitated Foreign Trade Zone workshop outreach to industrial businesses in City; outreach is being impacted by budget as it relates to staffing availability during furloughs and yet to be filled positions (e.g., PW and Finance Directors).			
BUILDING CODE UPDATES	Update of hazardous building code regulations, code update providing appeal board for building codes; State green building codes update.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$3,500 - General Fund	.45	Carry over project based on City Council Directive	6/30/14
	STATUS			ESTIMATED COMPLETION
	Currently working with LA City Fire Department regarding new fire code updates as well as new state code updates.			
NEIGHBORHOOD PRESERVATION	Code Enforcement and Graffiti Abatement efforts throughout the city to preserve residential neighborhoods, revitalize commercial corridors, and improve industrial areas			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$376,891 - General Fund	4.10	Carry over project based on City Council Directive	6/30/14
	STATUS			ESTIMATED COMPLETION

COMMUNITY DEVELOPMENT DEPARTMENT				
	Completing survey and notification of businesses throughout SP-4 zone of city sign regulations; co-leading city interdepartmental efforts to work on addressing homeless issues at vacant properties and key locations at the city boundaries with LA; assisting building and planning in the processing of non-compliant residential structures through the city's Inspection Prior to Resale Program; working with property owners, business owners, and residents to address code violation issues in an effort to eliminate possible citations and need for use of City prosecutor to obtain compliance; ongoing vigilance in high pedestrian traffic areas and the downtown mall to proactively find and eliminate graffiti.			
SMOKING BAN ORDINANCES IMPLEMENTATION	City smoking ban ordinances precluding smoking in public places. During beginning of FY 2013-2014, obtain LA County public health funds to install signs in public right of ways and public facilities as part of ordinance implementation. Conduction public outreach via newspaper and distribution of flyer and business signs regarding Outdoor smoking ban ordinance adopted in 2012.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$2,000 - City Public Notification and Distribution Costs	.35	To be determined by City Council	12/2013
	STATUS			ESTIMATED COMPLETION
	LA County Public Health agreed to pay for sign installation; signs being installed during week of November 12, 2013 through November 15, 2013; city staff working on webpage as an initial point of contact for inquiries regarding city smoking regulations; project should be up and running by the end of December 2013.			
DEVELOPMENT AGREEMENT ORDINANCE/ DEVELOPMENT AGREEMENT WITH SWAP MEET	Establish Development Agreement Ordinance facilitating negotiation with Swap Meet on time extension to for redevelopment of subject site.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$7,500 - City Attorney Fees	.15	To be determined by City Council	12/2013
	STATUS			ESTIMATED COMPLETION

COMMUNITY DEVELOPMENT DEPARTMENT				
	Project timeline impacted by budget/staffing levels. Project will start up in December 2013 and ordinance should be completed March of 2013; DA Ordinance needed to facilitate extension request and negotiation of terms with current owners of the Swap Meet property, which currently operate under an existing MOU; Once ordinance in place, City staff anticipates that a new DA with Swap Meet can be in place by the end of June 2014.			
PROJECT MANAGEMENT OF SALE OF SURPLUS PROPERTIES	Work with Administration on coordination of project review by the Council to consider future proposal for the sale of surplus properties.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$7,000 - City Attorney Fees; \$10,000 - Appraisal Costs	.15	To be determined by City Council	6/30/14
	STATUS			ESTIMATED COMPLETION
	Director working with City Manager to facilitate sale of surplus property based on Council direction to proceed (10/7/2013) for properties at 1211 First St. (old fire station) and 732 Mott Street, 700 and 713 Chatsworth Drive (hospital site); Appraisal work currently underway at hospital site; Letters sent out on (11/7/2013) been sent to state and county agencies as it relates to notification of sale of surplus property (old fire station)—per state law these agencies have 60 days to respond if they are interested in purchasing the property.			

POLICE DEPARTMENT				
AB 109	Operate with Tri-City Task Force (Burbank, Glendale, and San Fernando Police Departments). Monitor and conduct compliance checks on all local Postreleased Supervised Persons (PSB's).			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$90,000 - State Grant Award		Responding to Realignment impacts to	On-going FY 2013-14

POLICE DEPARTMENT				
			the community	
	STATUS			ESTIMATED COMPLETION
	Award of a \$90,000 grant to participate with a Tri-City Task Force to monitor and conduct compliance checks on all local Post-Released Supervised Persons (PSB's). Following the Joint Powers Agreement with LA IMPACT, the police department is currently working with our sister agencies, Burbank and Glendale Police Departments for AB 109 PSB's.			On-going
NECESSARY PERSONNEL	Two Dispatchers based need.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$180,718 - Fund 01 (With PERS) \$162,558 (Without PERS)		Compliance with daily operations	1 st Quarter 2014
	STATUS			ESTIMATED COMPLETION
	The City Council has approved the hiring of two additional Desk Officers who would be assigned as dispatchers/ jailers within the Communications Division. This will strengthen the manpower to eight, which would allow two-per shift, in accordance with the opinions/recommendations of the Los Angeles Sheriff's Department, Board of Corrections and internal recommendations. (One Desk Officer has been hired and two others are scheduled for medical exams).			
VIRTUAL PATROL	Integrate virtual patrol system at Pioneer Park.* Initiate virtual patrol system citywide, including monitoring businesses and residences charging a nominal fee to offset maintenance cost for the program.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	TBD		Public Safety through advanced technology	July 2013*
	STATUS			ESTIMATED COMPLETION

POLICE DEPARTMENT				
	Integrate virtual patrol system at Pioneer Park. Also, widen footprint of Virtual Patrol citywide, including monitoring businesses and residences. Currently, one camera is operational at Pioneer Park and three more will be installed before end of CY. The system is currently not ready to move forward on alarm board monitoring. (FY2014-15 timeframe for monitoring).			
911 SYSTEM	Implement Next Generation 911 System – State 911 funded project with eight other LA County agencies to install next generation 911 VOIP system.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$150,000 - State Grant		To maintain public safety	1 st or 2 nd Quarter 2014
	STATUS			ESTIMATED COMPLETION
	Implement Next Generation 911 System within Communications to include 911 VOIP system. Currently, AT&T has encountered problems with implementation due to technical problems. SFPD is fourth in line for the upgrade, behind Verdugo Fire, Pasadena and Sierra Madre. (Projected for 2 nd Quarter 2014).			
EMERGENCY MANAGEMENT TRAINING	Conduct Emergency Management and Disaster (Tabletop) Exercise Training for all City Councilmembers and Department Heads.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$5,000 - (Budgeted)		Readiness Exercise	1 st Quarter 2014
	STATUS			ESTIMATED COMPLETION
	Conduct Table Top Emergency Management Exercise for all Department Heads and City Councilmembers. (Projected for 2 nd Quarter 2014).			

POLICE DEPARTMENT			
LOOK FOR GRANTS TO REPLACE CHRP	On-going to help offset Officer expense to General Fund; CHRP grant expires two months into the new fiscal year.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
			On-going
	STATUS		
	Seeking additional grant funds is on-going.		

PUBLIC WORKS DEPARTMENT			
COMPRESSED NATURAL GAS (CNG) STATION	Expansion of CNG facility which will include the installation of additional tanks and compressors to increase capacity. Will require the retaining a consultant and National Environmental Policy Act (NEPA) approval.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	Estimated at \$200,000 (Fund 10)	.5	Staff recommended
	STATUS		
	The CNG facility across from City Hall is very busy. The City collects a royalty for each equivalent gallon sold. This fiscal year it is projected to produce \$483,000 (minus the cost of natural gas and electricity), which will be over \$300,000 in General Fund Revenue. Demand has been too great and we cannot adequately serve the needs of large trucks and buses. Staff is preparing specifications to seek bids to upgrade this facility with more compressors, an additional dispenser, and repair the damaged driveway approach. This project is estimated to cost \$400,000 and is grant funded.		

PUBLIC WORKS DEPARTMENT			
	<p>Natural gas is recognized as a low carbon fuel. Staff is exploring the registration of the City facility with the California Air Resources Board to position the City for potential competitive sale of carbon credits to interested parties. At this time, staff cannot project the value of these credits. Major manufacturers such as refineries are required to comply with air quality standards by 2020. The carbon reduction equipment at refineries and similar types of equipment for other manufacturers is expensive and can be delayed using carbon credits purchased from qualified agencies. This would be additional revenue for the General Fund.</p> <p>Staff is also reviewing the development of a new station focusing on an underused City parking lot at the south west corner of Truman Street and San Fernando Mission Boulevard. Funds for the upgrade and proposed development will be from Federal Funds and grants from the Air Quality Management District. Both of these projects may substantially increase revenue for the General Fund.</p>		
NITRATE REMOVAL SYSTEM	Commence operation of Nitrate Removal System with completion of Phase 2, and approval of permit from the Department of Public Health (DPH) and the City of Los Angeles.		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION
	FINANCIAL	FTEs	
	Estimated at 400,000 for FY 2013-14 (Fund 70)	1	Federal and State mandated
	STATUS		ESTIMATED COMPLETION
	<p>At the last regular meeting, the City Council awarded the bid for construction of the chlorination facility at 12900 Dronfield Avenue, Sylmar. A pre-construction meeting will be held on October 30, 2013. The City of Los Angeles has not approved the Amended CUP allowing the improvements to be installed. Email and telephone communication has been left with the LA City staff. Staff will try to get this resolved in one week. If not, the Mayor and City Council may have to contact their counterparts in the City of Los Angeles. Assuming we can secure the amended CUP in a timely manner, this work is expected to be completed by January/February, weather permitting. Well No. 7 pump has been rebuilt and will be installed by the contractor, General Pump, coincident with the installation of the chlorination system.</p> <p>The City Council will have to consider a Maintenance, Repair, and Extended Warranty Agreement with Envirogen Technologies, Inc., regarding the Nitrate Removal System at an upcoming City Council meeting. Envirogen has been working with the California Department of Health to finalize the testing protocols for the nitrate removal system. It is anticipated Well No. 7 may be operational and producing potable water by March/April, 2014.</p>		

PUBLIC WORKS DEPARTMENT				
PAVEMENT MANAGEMENT PROGRAM	Major projects include street pavement, and curb and gutter projects. Also will include an update of the Pavement Condition Index (PCI) for all city streets.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$600,000 for street construction related work (Fund 8, Fund 10, Fund 11)	1.5	City Pavement Management Program, Capital Improvement Program	6/2014
	STATUS			ESTIMATED COMPLETION
	The current Pavement Management System (PMS) was approved April 25, 2001, and was updated by staff in 2009. A pavement certification was issued February 13, 2012 although the Plan has not been updated. To comply with the requirements for use of State and Federal funds the preparation of the PMS is vital. Request for Qualifications for As Needed Professional Services has been completed. A recommendation to enter into a contract is scheduled for November 18, 2013 and if approved a proposal was be solicited to prepare a Pavement Management Plan.			
REFUSE SERVICES CONTRACT	Procurement of new refuse services contract. Procurement process includes assistance by consultant.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$5,000,000 over 5 years (Fund 73)	.5	City Council Direction	2/2014
	STATUS			ESTIMATED COMPLETION
	R3 Consulting has completed their review of four proposals for Refuse and Recycling Services. Their report and recommendation will be presented for consideration by the City Council at their regular meeting of November 18, 2013. The current contract with Crown Disposal expires February 15, 2014.			

PUBLIC WORKS DEPARTMENT				
SANITARY SEWER MANAGEMENT PLAN (SSMP)	Implementation of Sanitary Management Plan (SSMP), which includes City Council approval of the plan, creation of ordinances, review of management procedures, and use of new software.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$190,000 (Fund 72)	1	Federal and State mandated	1/2014
	STATUS			ESTIMATED COMPLETION
	On September 3, 2013 the City Council approved a contract with Hall & Foreman, Inc. to prepare a Sanitary Sewer Master Plan. The State Water Resources Control Board requires the City to have a sewer system management plan. As part of the preparation of the plan, Hall & Foreman will be taking video of the problem areas. Closed circuit television (CCTV) has not been initiated but the plan is to complete this work before year end. It is anticipated that irregularities will be discovered requiring point repairs, sewer lining, or line replacement. To date, Hall & Foreman has digitalized the sewer map and they are determining the basins for flow monitoring. Four flow monitoring devices will be installed on November 12, 2013 to measure capacity and high volume areas. They will be using the results of the flow monitoring as well as previous CCTV work, and general reports of hot spots, to develop candidate lines for CCTV work. Only about 25% of the lines will be videoed this fiscal year. To stay in compliance the balance of the sewer lines will need to be investigated next year.			
STORM WATER PERMIT	Develop storm water plan for compliance with storm water permit. Develop budget and implementation plan.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$100,000 for fiscal year (Fund 72)	1	Federal and State mandate	4/2014
	STATUS			ESTIMATED COMPLETION

PUBLIC WORKS DEPARTMENT

In March 2013 the Public Works Director received a proposal from TECS Environmental Compliance Services to provide MS4 (Municipal Separate Storm Sewer System) Permit Compliance Services. This proposal was never approved by the City Council. Within the proposal was a Task to present a recommendation to participate in either an Enhanced Watershed Management Plan (EWMP) or to prepare a specific plan for the City of San Fernando. A Notice of Intent, dated June 24, 2013, was signed by the Director of Public Works and sent to the Regional Water Quality Control Board declaring the City of San Fernando would prepare an individual Watershed Management Plan (WMP). Neither the City Manager nor the City Council approved this decision by the Director and the Consultant.

The City must meet milestones or incur penalties from the Regional Water Quality Control Board. Preparing WMP requires a resolution affirming a commitment to implementation of Low Impact Development and a Green Street Policy (which may be considered by the City Council December 2, 2013). The Watershed Management Plan must be completed by June 28, 2014. Proposal(s) will be solicited for this project.

However, if the City of San Fernando was part of the City of Los Angeles Enhanced Watershed Management Plan, which is composed of 16 agencies, we would have until June 28, 2015 to complete the plan. A call has been made to the City of Los Angeles asking if the City of San Fernando could join their EWMP. It was indicated an invitation had been sent to the City but they received no reply. They are checking with the Regional Water Quality Control Board to see if it is possible for the City of San Fernando to participate in their EWMP. The Notice of Intent filed by the Public Works Director may prohibit our joining with a larger group.

In either case there are costs for participation in the EWMP or preparation of an individual WMP. A report and recommendation will be made at the regular meeting of December 2, 2013.

TROLLEY SUSTAINABILITY STUDY

Analysis of viability of continuing Trolley Transportation Program; Written plan for approval by City Council.

ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
FINANCIAL	FTEs		
Expected to result in cost savings ranging from \$131,524 to \$209,406 (Fund 7,8).	1	City Council Direction	10/2014
STATUS			ESTIMATED COMPLETION

PUBLIC WORKS DEPARTMENT

	Consultants are being contacted to submit proposals to conduct a study.	
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RECREATION & COMMUNITY SERVICES DEPARTMENT

PARK MARKETING/ COMMUNICATION PROGRAM

Enhance current marketing & branding of all programs by including outreach via social marketing, website, email, and traditional methods.

ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
FINANCIAL	FTEs		
\$4,000 - General Fund	0.5	Department Directive	06/2014
STATUS			ESTIMATED COMPLETION
<ul style="list-style-type: none"> Updating RCS department website periodically, advertising all divisions/programs. In particular, promoting revenue generating programs such as pool, youth programs, and exercise classes. Will focus on completing facility rentals section by February 2014. Sent out marketing promotional material via water bill, door-to-door distributions, email, U.S. Mail, and flyer distribution at local schools. Included marketing material with projects from LACDPH and VCCC partners. 			Still in progress.

FINANCIAL STABILITY OF THE AQUATIC FACILITY

Year 3 of operations will focus on: 1.) Partnership development, 2.) marketing for increase revenue, 3.) minimizing capital repair costs.

ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
FINANCIAL	FTEs		
\$9,700 General (budgeted staff cost)	1.5	Department Directive	06/2014

RECREATION & COMMUNITY SERVICES DEPARTMENT				
	STATUS			ESTIMATED COMPLETION
	<ul style="list-style-type: none"> Projected to surpass revenue from FY12-13 and keep expenditures constant. Expanded partnership with Arthritis Foundation to offer water classes for individuals with disabilities and land-based classes at Recreation Park. Secured new partners for swimming rentals, including PCH Scuba, Voss Academy, Sherman Oaks Charter, Granada Hills Charter Swim/Dive Team, and L.A. Synchronized Swim Club. Installed Variable Frequency Devices to save approximately in utility costs this year. 			Still in progress.
INTERNAL DEPARTMENT OPERATIONS	Evaluate, streamline, and improve on current department operations, including: 1.) Front desk operations, 2.) Program sign ups, 3.) Financial procedures.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$5,000 General (budgeted staff costs)	.5	Department Directive	06/2014
	STATUS			ESTIMATED COMPLETION
	<ul style="list-style-type: none"> Online registration for youth sports/programs completed. RCS Registration site is live. Access to credit card payment in progress and expected to be completed by Dec 2013. 1st drafts of operation manuals completed for front desk operations, youth programs, and financial procedures. Expect final manuals and employee training completed by March 2014. 			Still in progress.
FACILITY RENTAL/ SPECIAL EVENTS PROGRAM	Evaluate, streamline, and improve program procedures/guidelines.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		

RECREATION & COMMUNITY SERVICES DEPARTMENT				
	\$5,000 General (budgeted staff costs)	.5	Department Directive	06/2014
	STATUS			ESTIMATED COMPLETION
	<ul style="list-style-type: none"> 1st draft of facility rental manual/policy completed. Staff is reviewing and editing for final manual. Staff currently working on implementing facility rental/special event online access. Full-time staff training from ActiveNet set for November 21st. Expect staff manual completed and staff trained by February 2014. 			Still in progress.
RCS DEPARTMENT EMPLOYEE MANUAL	Update employee department manual to include all policies, guidelines, and safety guidelines.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$5,000 General (budgeted staff costs)	.5	Department Directive	06/2014
	STATUS			ESTIMATED COMPLETION
	<ul style="list-style-type: none"> Staff has been transferring previous versions into Microsoft Word. In addition, researching local recreation department policies. Staff will coordinate with Personnel and Finance departments to ensure an accurate manual is consistent with city policies. 			Still in progress.

CITY COUNCILMEMBER	Project	Assigned Department
SYLVIA BALLIN, MAYOR		
Senior Meal Program – Set a goal of at least 15 more meals per day		Recreation & Community Services
Heritage Park – Evaluate the best usages for the park (i.e., redesign, look at making it a special needs park with appropriate equipment, sell the land and find a developer to build MODERATE-PRICED housing or keep it and accept that it is not functional and a waste of money)		City Administration Community Development Recreation & Community Services
ROBERT C. GONZALES, MAYOR PRO TEM		
Continuation of City Website Upgrade - make more business friendly and ability to pay all bills online)		City Administration
Bike Path Beautification Project		Public Works Recreation & Community Services
JESSE H. AVILA, COUNCILMEMBER		
Continue to improve on health community projects/programs at the parks (areas of focus are youth and seniors)		Recreation & Community Services
Infrastructure (On-going)		Public Works
JOEL FAJARDO, COUNCILMEMBER		
Energy Efficiency 1) Research the HERO and PACE programs to determine their feasibility for San Fernando 2) Revisit the issue regarding energy efficiency/savings for the City and solicit proposals from various vendors and industry experts through an open process		Community Development Public Works
Internships 1) Review and update the City's internship policy/program, and offer distinctions between City interns and Council interns 2) Develop a list of available internship positions through the various departments 3) Set criteria for each city internship position, i.e. level of education, number of hours per week, etc.		City Administration (Personnel)
ANTONIO LOPEZ, COUNCILMEMBER		
Continue to work on future light rail and high-speed rail projects		Community Development Public Works
Research grant funding opportunities		All Departments

ATTACHMENT “A”

ADMINISTRATION DEPARTMENT				
ORGANIZATIONAL ANALYSIS	Study organizational structure and staffing to determine most effective and efficient structures for providing cost effective services.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$17,000 – Staff Cost	.10	Staff Recommendation	3/2014
	STATUS			ESTIMATED COMPLETION
	New, permanent City Manager will have to study this.			
PROPERTY BASED BUSINESS IMPROVEMENT DISTRICT (PBID)	Coordination with Downtown Merchants and Property Owners regarding possible formation of a PBID.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$3,600 – Staff Cost	.02	Business and Property Owner Initiated – Staff Support Role	6/2014
	STATUS			ESTIMATED COMPLETION
	Mall Association representative indicated they want to again pursue a PBID after the first of the year.			
ECONOMIC DEVELOPMENT – BUSINESS ATTRACTION AND RETENTION	Work with City Council and staff to market and attract business to San Fernando; work with existing businesses on expansion plans; address issues and impediments to bringing new business and retaining existing business to the community.			
	Helped facilitate Rydell Automotive reboot at 700-753 SF Rd. and new/used car dealership at 603 SF Rd., New 72K Sq. Ft. building at 1201 Arroyo, WSS Sale Remodel, New medical building at 1600 SF Road, Walgreens/Smart & Final at 2040 Glenoaks and redevelopment/cleanup of adjacent vacant lot, facilitated new business (PRG – lighting company) with 100+ new employees at 1245 Aviation Place, ongoing processing of new alcohol license permit request for existing restaurants, facilitated Foreign Trade Zone workshop outreach to industrial businesses in City.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$27,000 – Staff Costs	.15	City Council Directive; Staff Recommendation	Ongoing
	STATUS			ESTIMATED COMPLETION
	This will be a staffing issue with dissolution of Redevelopment.			

ADMINISTRATION DEPARTMENT				
CONTRACT MANAGEMENT	Review all existing contracts; determine process of monitoring contracts; review procurement process including bidding, purchasing, and Request For Proposal (RFP); make recommendations for change as needed.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$9,000 – Staff Costs for Administration and Finance	.05	City Council Direction; Staff Recommendation	10/2013
	STATUS			ESTIMATED COMPLETION
	Once all management positions are filled, there can be a new focus on contract administration. City Council has already approved new policies regarding Procurement of Professional Services in September.			
REVENUE COLLECTION ANALYSIS	Work with Finance and Operating Departments to ensure implementation of effective revenue collection programs and ensure coordination of efforts between Departments.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$9,000 – Staff Cost	.05	Staff Recommendation	10/2013
	STATUS			ESTIMATED COMPLETION
	No progress thus far.			



Operating Department Priorities

COMMUNITY DEVELOPMENT DEPARTMENT				
2013 MTA FUNDED-TOD OVERLAY ZONE <i>(requires Update of General Plan Elements and Zone Code amendments, and Program EIR)</i>	Planning staff to develop Transit Oriented Development (TOD) Overlay Zone based on Metro Transit Authority's (MTA) award of a 2013 TOD Planning Grant apply for 2012 Sustainable Communities Planning Grant Round 3 to obtain state grant to undertake comprehensive general plan & zoning code updates. Required Environmental Impact Report (EIR).			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$290,519 - Comprehensive Update of General Plan and Zoning Code (5% General Fund/ 95% Grant Funds)	TOD Overlay Zone-zone code amendment: .30	Per Grant Agreement Project to Commence starting in FY 2013-14 and finish by end of FY 2015-16; Time Sensitive-General Plan/Zoning Code Update to Comply with State General Plan Law; City Council approved Contract with Sargent Town Planning on 5/19/14; project startup to begin in late June 2014.	6/30/16
SAN FERNANDO CORRIDORS SPECIFIC PLAN/BUSINESS RETENTION & OUTREACH PROGRAM IMPLEMENTATION	Facilitate redevelopment of underutilized parcels and opportunity sites within the SP-4 (Corridors Specific Plan) zone; Establish the City of San Fernando Business Retention and Outreach Program to promote economic development and business retention initiatives. The program would establish a task force made up of key city personnel responsible for meeting with top 10 sales tax and property tax producers to evaluate current/future needs priorities in order to maintain them within the city. In addition, the task force would work with these businesses to access potential incentives and prospective business identification tools to help reduce commercial and industrial vacancies within the city.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$5,000 - General Fund	SF Corridors Specific Plan Implementation: .60; Business Retention/ Outreach: .25	Carry over project based on Council Directive	6/30/15
BUILDING CODE UPDATES	Update of hazardous building code regulations, code update providing appeal board for building codes; State green building codes update.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$3,500 - General Fund	.45	LAFD Contract requires City to adopt City of LA Building Codes by reference.	6/30/15



Operating Department Priorities

COMMUNITY DEVELOPMENT DEPARTMENT (continued)				
NEIGHBORHOOD PRESERVATION	Code Enforcement and Graffiti Abatement efforts throughout the city to preserve residential neighborhoods, revitalize commercial corridors, and improve industrial areas.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$353,421 - General Fund	4.10	Carry over project based on City Council Directive	6/30/15
OUTDOOR SMOKING REGULATION IMPLEMENTATION	Outdoor smoking ordinances precluding smoking in public places. During FY 2014-2015, conduct public outreach via newspaper and distribution of flyer and business signs regarding City's Outdoor smoking ordinance.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$2,000 - City Public Notification and Distribution Costs	.20	Carry over project based on City Council Directive	6/30/15
DEVELOPMENT AGREEMENT ORDINANCE/ DEVELOPMENT AGREEMENT WITH SWAP MEET	Establish Development Agreement Ordinance facilitating negotiation with prospective developers including facilitating Swap Meet Owners request for time extension on existing swap meet uses and hours of operation.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$7,500 - City Attorney Fees	.15	To be determined by City Council	9/30/14
PROJECT MANAGEMENT OF SALE OF SURPLUS PROPERTIES	Work with Administration on coordination of project review by the Council to consider future sale of surplus properties.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$7,000 - City Attorney Fees; Commission Cost per property	.15	To be determined by City Council	12/31/14



Operating Department Priorities

FINANCE DEPARTMENT				
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		



Operating Department Priorities

POLICE DEPARTMENT				
RANGE UPDATE	in order to maintain legal compliance with CalOSHA standards, technology industry standards and ensure officer safety, the firing range will need to be updated and repaired. Updates and repairs include lead abatement, ventilation and additional safety components.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$45,000		Compliance with CalOSHA standards.	1 st Quarter FY 2014-15
ABC GRANT	Award of a \$21,000 grant to combat the illegal possession and consumption of alcohol by means of minor decoy, shoulder tap, teenage party prevention patrol, DUI saturation patrols and various ABC licensee compliance inspections.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$21,000 – State Grant		Compliance with juvenile alcohol related issues.	4 th Quarter FY 2014-15
DEFIBRILLATOR REPLACEMENT	Replace current inventory of outdated, unserviceable defibrillators with new updated models.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$6,400		To maintain public safety	2 nd Quarter FY 2014-15
911 SYSTEM	Implement Next Generation 911 System – State 911 funded project with eight other LA County agencies to install next generation 911 VOIP system.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$150,000 – State Grant		To maintain public safety	1 st or 2 nd Quarter FY 2014-15
EMERGENCY MANAGEMENT TRAINING	Conduct Emergency Management and Disaster (Tabletop) Exercise Training for all City Councilmembers and Department Heads.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$5,000		Readiness Exercise	4 TH Quarter FY 2014-15



Operating Department Priorities

POLICE DEPARTMENT (continued)				
LOOK FOR GRANTS TO REPLACE CHRP	On-going to help offset Officer expense to General Fund; CHRP grant expires two months into the new fiscal year.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
				On-going



Operating Department Priorities

PUBLIC WORKS DEPARTMENT				
NEW COMPRESSED NATURAL GAS (CNG) FUELING STATION	<p>Bid and construction of a new CNG fueling station on City Parking Lot 7 on Truman Street at San Fernando Mission Blvd. The new station will be designed to specifically accommodate fueling of larger buses, and include the installation of large capacity tanks and compressors. Staff recommended and the City Council approved a design/build approach to this project. It is expected that this approach will be significantly less expensive to construct. State Law allows municipalities to construct design/build projects that are one million dollars and up.</p>			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$2,200,000 (Federal TEA-21 Grant, State Subvention Funds, MSRC Grant)	.5	Staff recommended	8/2015
	STATUS			ESTIMATED COMPLETION
	<p>Existing CNG fueling station across from City Hall has been steadily increasing sales to the public over the last 2.5 years. FY 13/14 sales is projected to generate a net \$200,000 contribution to General Fund Revenues. The City received a federal grant in May 2008 for the upgrade of the existing station but the project was delayed for a number of reasons.</p> <p>In early 2014, staff requested Council approval to pursue a larger project – the design/build of a new larger capacity fueling station contingent on the approval of a MSRC grant for the local match. The current fueling station does not have the capacity to adequately serve the large trucks and buses. The MSRC grant was approved in May 2014. Staff is currently seeking consultant assistance to obtain federal approval of a scope of work change on the federal grant, obtain both federal and state environment clearances, and prepare the design/build RFP.</p>			
CITY'S NITRATE REMOVAL SYSTEM PROJECT	<p>Complete construction of the Nitrate Removal System on Well #7, and commence preparation for Well #3 Nitrate Removal System Project. The nitrate removal system is critical to the City's ability to sustain its water supply for the community demands, and minimize the need to purchase water from outside sources (MWD).</p>			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$1,000,000 (Water Fund)	1	Federal and State mandated	6/2015
	STATUS			ESTIMATED COMPLETION
	<p>Staff received City of Los Angeles approval of the Amended CUP (allowing the well improvements) in January 2014. However, it was still necessary to obtain a LA City Building Permit for the project. That took another 5.5 months. Well No. 7 pump has been rebuilt and will be installed by the contractor, General Pump, coincident with the installation of the chlorination system. It is anticipated Well No. 7 will be operational and producing potable water by August 2014.</p> <p>The Well #3 project will include obtaining construction documents approval from the State Dept of Public Health (DPH) that will result in release of a DPH \$1,000,000 grant for this project. If the DPH grant is approved, staff will request that the City Council re-appropriate the original project budget appropriation to water main replacement projects (TBD).</p> <p>Staff will be preparing the construction documents for the Well #3 nitrate removal system for review and approval by DPH during the first quarter of the fiscal year. Construction is expected to be completed by late Spring 2015.</p>			



Operating Department Priorities

PUBLIC WORKS DEPARTMENT (continued)				
PAVEMENT MANAGEMENT PROGRAM	Street improvement projects include pavement grind and overlays, and curb and gutter projects based on the recently updated Pavement Management System Report (May 2014). Staff is also including storm drain improvements on Phillipi Street to address a standing water problem and LA County Vector Control concerns.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$1,020,000 (Gas Tax Fund, Prop C & Measure R Fund)	1.5	City Pavement Management Program, Capital Improvement Program	6/2015
	STATUS			ESTIMATED COMPLETION
	The City's Pavement Management System (PMS) Report was updated in April/May 2014. A current plan certified the City Engineer is required to be eligible for various State and Federal funding. In addition to the proposed Phillipi Street project (\$315,000), staff reviewed the Pavement Condition Index (PCI) Rating for the City streets and is proposing street improvement work on: 7 th Street (Harding to Maclay), Woodworth (workman-west city limit), and Workman (Woodworth-south city limit). Total project budget for these streets (hard costs and soft costs) is expected to total \$5700,000.			
Safe Routes to School (SRTS) Projects	Obtain Caltrans grant approval for adjusted scope of work as directed by City Council. Scope is expected to include: roundabouts, raised crosswalks, signage, striping, and ADA compliant wheelchair ramps. Revise bid documents, bid and construct project.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$1,993,976 (Federal SRTS Grants: Cycle 1 & 2)	.5	Staff Recommended	8/2015
	STATUS			ESTIMATED COMPLETION
	The two federal grants date back to Nov 2007 and Feb 2009, but the City had not been able to move forward on the projects for a number of reasons. The City has since been "Red Flagged" by Caltrans for lack of project activity. This means the City will not be allowed to apply for any future STRS grants until the City moves forward on these projects. Staff will be presenting scope of work alternatives for Council consideration and approval in July 2014. At the latest, staff expects to complete all street improvements prior to the start of the 2015 school year.			



Operating Department Priorities

PUBLIC WORKS DEPARTMENT (continued)			
SANITARY SEWER MANAGEMENT PLAN (SSMP)	Implementation of mandated Sanitary Management Plan (SSMP), which includes preparation of the implementation plan, completing the closed circuit television (CCTV) of the citywide sewer system, and preparation of elevations and profiles of the system for construction documents.		
	ESTIMATED RESOURCE ALLOCATION		ANTICIPATED COMPLETION
	FINANCIAL	FTEs	
	Estimated at \$540,000 (Sewer Fund)	1	Federal and State mandated 6/2015
	STATUS		ESTIMATED COMPLETION
	<p>As part of the preparation of the SSMP, the City's consultant conducted CCTV of approximately 25% of the system. The City however, is required to complete a video of 100% of the system. Staff has estimated this work at a cost of \$180,000 and is expecting to completion this fiscal year. It is anticipated that irregularities will be discovered requiring point repairs, sewer lining, or line replacement. To date, the consultant has digitalized the sewer map and they are determining the basins for flow monitoring to measure capacity and high volume areas.</p> <p>Now that the City has an approved SSMP, it will be necessary to prepare an implementation plan that will allow the City to prioritize the replacements and repairs that are needed in the citywide system. Staff has estimated the cost of professional services to be \$60,000 and will be retaining a consultant to prepare the implementation plan.</p> <p>Prior to the preparation of design and construction documents for any of the sewer projects, it will be necessary to prepare profiles and elevations of the citywide system. Staff has included \$300,000 for this contract.</p>		



Operating Department Priorities

PUBLIC WORKS DEPARTMENT (continued)

MS4 STORM WATER PERMIT COMPLIANCE AND ENHANCED WATERSHED MANAGEMENT PLAN	Ensure compliance with the MS4 Permit on-going and new requirements, including the development and finalization of the City’s required Enhanced Watershed Management Plan (EWMP), storm drain catch basin retro-fits, and industrial/commercial businesses NPDED compliance inspections.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	Estimated at \$200,000 for fiscal year (General Fund, Sewer Fund, Solid Waste Mgmt Fund)	.50	Federal and State mandate	6/2015
	STATUS			ESTIMATED COMPLETION
	In December 2013, staff recommended, and the City Council approved, the City’s participation in the Upper LA River (ULAR) EWMP. The administration and cost sharing for the development of the EWMP and the coordinated integrated monitoring plan (CIMP) will be shared among 17 public agencies in the ULAR Watershed. The city’s share of the EWMP cost (\$7,700) was included in last fiscal year’s budget.			
	Due to the late decision on the City’s part to join the group, the City’s participation is handled through a MOU with the City of Los Angeles. The previous Public Works Director originally filed intent (with the Regional Water Board) to prepare an individual watershed management plan. The LA Regional Water Quality Control Board (who oversees the MS4 Permit compliance) was kept appraised of the changes and approved the amended Notice of Intent as filed by LA City on San Fernando’s behalf. The City retained a consultant in January 2014, to represent the City’s interests in the preparation of the EWMP that is due in June 2015. FY 13/14 services were estimated at \$10,000 and the coming fiscal year services are estimated at \$30,000.			
	Other compliance items include an amendment to the City’s Storm Water Ordinance to incorporate Low Impact Development criteria and a Green Street Policy. Both items will be coordinated with Legal and the Community Development Departments, and are required to be established by June 2015.			
Other MS4 Permit requirements will be handled by a different consultant who was retained by the City in November 2012. Those requirements include on-going NPDES compliance and inspection of commercial and industrial businesses subject to NPDES regulations, at an estimated cost of \$60,500. Staff will be including new business fees in FY 2014/2015 to cover the cost of NPDES compliance inspections.				
One last MS4 Permit requirement is a retro-fit of storm drain catch basins for trash debris control. The City has 237 catch basins that are either owned by the City or by Los Angeles County. The City however, is responsible for the retro-fit of all catch basins in the City. We have estimated a cost of \$1,000 per catch basin and have phased in the work over three fiscal years. 95 basins are scheduled for retro-fit this fiscal year and will be funded from the solid waste franchise fee in the General Fund.				



Operating Department Priorities

RECREATION & COMMUNITY SERVICES DEPARTMENT				
ENHANCE INTERNAL DEPARTMENT OPERATIONS	Year Two of Three Plan: Evaluate, streamline, and improve on current department operations, including: 1.) Front desk operations, 2.) Program sign ups, 3.) Financial procedures.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$15,000 - General Fund (budgeted staff cost)	.50	Department Directive	06/2015
	STATUS			ESTIMATED COMPLETION
	<ul style="list-style-type: none"> Update online registration for youth sports/swim lesson programs. Consolidate credit card and debit card payment. Implement facility use online reservation system. 2nd drafts of operation manuals completed for front desk operations, youth programs, financial procedures, and department manual. Expect final manuals and employee training completed by March 2015. Evaluate, streamline, and improve program procedures/guidelines. 			6/2015
INCREASE COLLABORATION EFFORTS TO ENHANCE RCS PROGRAMS	RCS Staff will focus on identifying and collaborating with community partners to enhance department programs.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$9,000 General (budgeted staff cost)	.25	Department Directive	06/2015
	STATUS			ESTIMATED COMPLETION
	For FY 2014 – 2-15, the RCS Department will focus on: <ul style="list-style-type: none"> Elderly Nutrition Program After School Program Youth and Teen Programs Pool Facility 			06/2015
PROMOTE AND SUPPORT HEALTH INITIATIVES	RCS Staff focus on promoting and supporting healthy initiatives that can help improve health of residents.			
	ESTIMATED RESOURCE ALLOCATION		OBLIGATION	ANTICIPATED COMPLETION
	FINANCIAL	FTEs		
	\$5,000 General (budgeted staff costs)	.25	Department Directive	06/2015
	STATUS			ESTIMATED COMPLETION
	For FY 2014 – 2-15, the RCS Department will focus on: <ul style="list-style-type: none"> Ensure Healthy San Fernando! Campaign is strategically planned and implemented. Collaborate with 100 Citizens to enhance health awareness at Recreation Park. Keep staff and council informed of health issues that can affect residents of the City of San Fernando. 			06/2015



THE CITY OF SAN FERNANDO

COUNCIL PRIORITIES

City Council's Top Goals and Priorities Fiscal Year 2015-2016

1. Continue outreach and opposition of the California High Speed Rail route through San Fernando.
2. Continue to stabilize the City's finances by maintaining a balanced budget, continuing to reduce the General Fund deficit, and re-establishing reserve balances in a number of critical funds, including, but not limited to, the General Fund, Self-Insurance Fund, and Equipment Replacement Fund.
 - a. Evaluate City service contracts to ensure they are up to date and provisions of contracts are being enforced.
3. Pursue Economic Development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile.
 - a. Pursue catalytic projects for the downtown/mall area.
 - b. Enhance the City's Business Attraction and Retention Program, including streamlining the permitting and entitlement processes.
 - c. Explore the opportunity for a farmers' market.
 - d. Evaluate reuse options for Lopez/Villegas property, including structure.
 - e. Evaluate the City's minimum wage and living wage ordinances.
 - f. Continue regional collaboration with Metro and neighboring cities to enhance vehicular and pedestrian transportation options within the City of San Fernando.
4. Increase capital expenditures to address critical infrastructure needs, including, but not limited to, addressing deferred maintenance of City streets, water and sewer systems, and sidewalks.
 - a. Evaluate policy for neighborhoods to petition for the installation of speed humps.
5. Increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service.
6. Offer top notch recreation programs through the Healthy San Fernando initiative and explore opportunities to expand sports programs.
7. Pursue grant funding that addresses a need and provides a net benefit to the City.
8. Continue to review and update the City's policies and procedures.

Fiscal Year 2015-2016 City-wide Goals and PrioritiesPage 2 of 2

9. Explore opportunities for community and cultural programs.
 - a. Veteran's appreciation event.
 - b. Community Garden.
10. Increase water conservation efforts, including, but not limited to, community outreach and implementation of water conservation programs.
11. Evaluate possible election reform initiatives.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager

Date: October 5, 2015

Subject: Photography and Film Production Permit Process Update

RECOMMENDATION:

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

BACKGROUND:

On September 21, 2015, the City Council directed the City Manager to provide an update on the Photography and Film Production (P&FP) Permit process.

ANALYSIS:

Currently, the Administration Department oversees the P&FP Permit process and with the recent Correspondence Standardization Project, all P&FP forms (and the process) were refined and updated.

Requirements

Pursuant to Chapter 22 – Business, Article VIII - Commercial Filming and Photography (Attachment “A”) of the City Code, in addition to completing the P&FP Permit Application (Attachment “B”), the following is required:

- Notification Letter – A filming notification letter (on filming company stationary) must be distributed to all residents, merchants, and/or businesses within a 500 foot radius of the filming location. Exceptional filming activities such as gunfire, special effects, helicopters, etc. may require notification to be distributed to a wider area as determined by the City Manager or his designee. The notification letter must be approved by the City Manager’s Office prior to distribution.
- Acknowledgement Signatures (Attachment “C”) – As the Notification Letter is distributed, the applicant is required to obtain signatures of the residents, merchants, and/or

Photography and Film Production Permit Process UpdatePage 2 of 3

businesses within a 500 foot radius of the filming location acknowledging that they have been made aware of the filming dates/times, the location, and the names of the City streets where equipment vehicles will be parked.

- **Permission to Use Property for Filming (Attachment “D”) –** The applicant is required to obtain written permission from the property owner and tenant to film at the requested location.
- **Certificate of Liability Insurance –** A certificate of liability insurance is required in an amount no less than \$1,000,000.00 naming the City, its officials and employees as additionally insured for protection against claims of third persons for personal injuries, wrongful deaths, and property damage and to indemnify the City for damage to City property from filming activities. The certificate shall not be subject to cancellation or modifications until after 30 days written notice to the City. The standard general liability special endorsement form mandated by the California Film Commission shall be presented. A copy of the certificate shall remain on file. (SFCC§22-462)
- **Film Permit Fees and Other Fees –** Pursuant to Chapter 22 – Business, Article II – Licensing, Division 2 – Schedule, Section 144 (Attachment “E”) daily fees for filming or still photography are as follows:
 - First Day \$300
 - Each Additional Day of the Same Shoot \$100
 - Still Photography (daily) \$100

Additional fees may be charged for the following:

- City Personnel (e.g., Police Officers, Public Works personnel)
- City Facilities (e.g., meeting rooms, park facilities)
- City Equipment (e.g., Public Works vehicles, barricades, delineators, temporary no parking signs)
- Miscellaneous (e.g., parking stalls)

San Fernando Police Officers are required at productions involving traffic diversion, intermittent traffic control, and shoots that require special effects or stunts which pose a potential for danger. The number of assigned officers is at the discretion of the Police Chief.

- **City of Los Angeles Fire Department Permit -** Should the applicant’s request include pyrotechnics, simulated gunfire, car crashes, etc., approval from the City of Los Angeles Fire Department will be required.

Photography and Film Production Permit Process UpdatePage 3 of 3

Process

1. All productions are required to complete a P&FP Permit Application, which includes a complete production diagram. Upon receipt of the application, staff will review the application for completeness, add to the P&FP Permit Log, and route to the appropriate City departments (i.e., Public Works, Police, and Recreation and Community Services departments) and City of Los Angeles Fire Department to determine what additional personnel, equipment, et cetera will be required.
2. Upon receipt of the P&FP Permit Application, staff from each appropriate City department will make contact with the applicant and, if necessary, meet with the applicant to review each detail of the proposed production. Each department will then provide a Cost Estimate (Attachment "F") detailing additional fees for their respective department.
3. A detailed invoice (Attachment "G") will be prepared and submitted to the applicant. All fees must be paid to the City in advance of filming and any differences will be adjusted after the filming date. If estimated fees are less than the deposit, a refund will be processed upon completion of filming. If City services received exceed the estimated fees, the applicant will be invoiced for the balance at net 30 terms.
4. Once full payment and all required documentation is submitted, a P&FP Permit (Attachment "H") will be issued to the applicant and routed to appropriate staff.

ATTACHMENTS:

- A. Chapter 22 – Business, Article VIII – Commercial Filming and Photography
- B. P&FP Application
- C. P&FP Acknowledgement Signatures
- D. P&FP Permission to Use Property for Filming
- E. Chapter 22 – Business, Article II – Licensing, Division 2 – Schedule, Section 144
- F. Cost Estimate
- G. Invoice
- H. PFFP Permit

ATTACHMENT "A"**ARTICLE VIII. - COMMERCIAL FILMING AND PHOTOGRAPHY****DIVISION 1. - GENERALLY****Sec. 22-450. - Purpose and intent.**

It is the purpose of this article to provide rules and regulations governing permits for filming, videotaping, or still photography on location within the city. These rules will promote these activities while protecting public health and safety and public and private property.

(Ord. No. 1579, § 2, 8-6-2007)

Sec. 22-451. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section:

Charitable films shall mean motion picture production, television production or still photography by a non-profit organization that qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of these films, tapes or photos or from showing these films, tapes, or photos.

City produced public access films shall mean motion picture production, television production or still photography produced by or in association with the city. No person, directly or indirectly, shall receive a profit from the marketing and production of these films, tapes, or photos or from showing the films, tapes, or photos.

Family video shall mean the filming or videotaping of motion pictures or taking of still photography solely for private non-commercial use.

Producing, filming, videotaping, or photographing shall mean and include all activity attendant to staging or shooting commercial motion pictures, television shows or programs, and commercials and to taking of single or multiple photographs for sale or commercial use where the photographer sets up stationary equipment in any one location for longer than five consecutive minutes.

News reporters shall mean reporters, photographers, or camera operators in the employ of a newspaper, news service, television or radio broadcasting station, or similar entity, engaged in on location filming or photography of news events concerning people, scenes, or occurrences that are in the news or of general public interest.

Student films shall mean motion picture, television or still photography produced to satisfy a course or curriculum requirement at an educational institution. The student must supply proof that he/she is currently enrolled.

Studios shall mean an established or fixed place of business where filming or video taping for motion picture or television production is regularly conducted upon the premises.

(Ord. No. 1579, § 2, 8-6-2007)

DIVISION 2. - PERMIT**Sec. 22-452. - Permit required.**

It shall be unlawful for any person to use any public or private property, public right-of-way, facility or residence for the purpose of engaging in the business of producing, filming, videotaping, or photographing without a permit issued pursuant to the provisions of this chapter.

(Ord. No. 1579, § 2, 8-6-2007)

Sec. 22-453. - Exceptions.

The provisions of this article shall not apply to or affect:

- a. Charitable films.
- b. City produced public access films.
- c. Family video.
- d. News reporters.
- e. Student films.
- f. Studios.

(Ord. No. 1579, § 2, 8-6-2007)

Sec. 22-454. - Application and issuance.

Any person or business desiring a permit under the provisions of this chapter shall make an application on the appropriate form provided by the city. The form must be signed and accompanied by all fees and insurance certificates required by this chapter. Applications shall be filed a minimum of 15 days prior to the date requested for the issuance of a permit.

(Ord. No. 1579, § 2, 8-6-2007)

Sec. 22-455. - Criteria for issuance or denial of a permit.

A permit for the activities covered by this resolution will be issued by an official designated by the city to act on the permit application unless the official finds that:

- (1) The applicant has made a material misrepresentation in the application; or
- (2) The production, filming, videotaping, or photography will substantially disrupt the peace and quiet of any area in the city; or
- (3) The production, filming, videotaping, or photography will substantially impact upon traffic within any area of the city; or
- (4) The production, filming, videotaping, or photography at the proposed location will be incompatible with other uses in the vicinity; or
- (5) If the application is for renewal of a permit, that the applicant has violated conditions of a previous permit, or ordinances or regulations of the city in the conduct of business or activity; or
- (6) That the production, filming, videotaping, or photography fails to comply with conditions imposed on the permit; or
- (7) The building, structure, premises, or the equipment used to conduct the production, filming, videotaping, or photography fails to comply with all applicable health, zoning, fire, building and safety laws of the State of California or the city.

Where one of more of these findings is negative to the applicant, a permit may be conditionally issued to the applicant where unique circumstances exist that justify issuance of the permit, provided that appropriate conditions are imposed on the permit to protect the public health, welfare, and safety.

(Ord. No. 1579, § 2, 8-6-2007)

Sec. 22-456. - Notice of permit denial.

Where the permit is denied, the applicant shall be notified in writing of the denial and the reasons therefore.

(Ord. No. 1579, § 2, 8-6-2007)

Sec. 22-457. - Appeals.

Appeals of permit denials under this article may be made pursuant to chapter 22, section 22-75 of the San Fernando Municipal Code.

(Ord. No. 1579, § 2, 8-6-2007)

Sec. 22-458. - Conditions imposed on permit.

Conditions may be imposed on the permit as are reasonably necessary to protect the peace and tranquility of any residential area, to mitigate traffic impacts, to protect other uses in the area, or to protect the public health, welfare and safety. Any person issued a permit pursuant to this title shall comply with all conditions imposed.

(Ord. No. 1579, § 2, 8-6-2007)

Sec. 22-459. - Violation of rules and regulations.

A permit issued may be revoked or suspended for any of the following reasons:

- (1) A material false statement contained in the application; or
- (2) Failure to comply with federal, state or local laws and regulations; or
- (3) Failure to comply with any conditions imposed by the city on the issuance of the permit; or
- (4) Failure to conduct production, filming, videotaping, or photography in accordance to such orders, rules and regulations as may be applicable; or
- (5) Conduct of the production, filming, videotaping, or photography in a fraudulent or disorderly manner, or in a manner that endangers the public health, welfare or safety.

Violation of the terms and conditions of the film permit is considered a misdemeanor and a penalty fee may be assessed.

(Ord. No. 1597, § 2, 8-6-2007)

Sec. 22-460. - Term of permit.

The permit shall designate specific dates for which it is effective.

(Ord. No. 1597, § 2, 8-6-2007)

Sec. 22-461. - Permit fees and exceptions.

Every person engaged in the business or activity of filming, videotaping or producing motion pictures shall pay a permit fee as required by section 22-144 of article II of chapter 22 of the San Fernando Municipal Code.

(Ord. No. 1597, § 2, 8-6-2007)

Sec. 22-462. - Liability requirements.

A certificate of liability insurance will be required in an amount no less than \$1,000,000.00 naming the city, its officials and employees as additionally insured for protection against claims of third persons for personal injuries, wrongful deaths, and property damage and to indemnify the city for damage to city property from filming activities. The certificate shall not be subject to cancellation or modifications until after 30 days written notice to the city. The standard general liability special endorsement form mandated by the California Film Commission shall be presented. A copy of the certificate shall remain on file.

(Ord. No. 1597, § 2, 8-6-2007)

PHOTOGRAPHY AND FILM PRODUCTION PERMIT APPLICATION

REQUIREMENTS

TO THE APPLICANT:

A Photography and Film Production (P&FP) Permit is required for film, video, or still photography shoots on public and private property within San Fernando city limits. Exemptions may be granted to news media, student films, or an individual taking photography or video for non-commercial use.

Filming is allowed between the hours of 7 am and 10 pm, Monday through Saturday. Sunday filming is allowed from 9 am to 7 pm, in commercial areas only. No Saturday or Sunday filming is allowed in residential areas. Request for filming beyond the permitting hours must have the approval of the City Manager's Office.

P&FP Permits are issued by the City Manager's Office at San Fernando City Hall. Issuance hours are 7:30 am to 5 pm, Monday through Thursday; and 8 am to 5 pm every other Friday (City Hall is closed every other Friday).

All applicants are required to complete a P&FP Permit Application. Applications must generally be made at least 15 days prior to the desired film date. Subsequent to submission, your application will be routed to the appropriate City departments (i.e., Police, Public Works, Recreation and Community Services) and, the City of Los Angeles Fire Department to determine what additional personnel/equipment/etc. will be required.

In addition to completing the P&FP Permit Application, the following will be required:

- **Notification Letter** – A filming notification letter (on your company stationary) must be distributed to all residents, merchants, and/or businesses within a 500 foot radius of the filming location. Exceptional filming activities such as gunfire, special effects, helicopters, etc. may require notification to be distributed to a wider area as determined by the City Manager or his designee. Please note: the notification letter must be approved by the City Manager's Office prior to distribution.
- **Acknowledgement Signatures** – As you distribute the Notification Letter, you will be required to obtain signatures of the residents, merchants, and/or businesses within a 500 foot radius of the filming location acknowledging that they have been made aware of your filming dates/times, the location, and the names of the City streets where your equipment vehicles will be parked.
- **Permission to Use Property for Filming** – You will be required to obtain written permission from the property owner and tenant to film at your requested location.
- **Certificate of Liability Insurance** – A certificate of liability insurance will be required in an amount no less than \$1,000,000.00 naming the City, its officials and employees as additionally insured for protection against claims of third persons for personal injuries, wrongful deaths, and property damage and to indemnify the City for damage to City property from filming activities. The certificate shall not be subject to cancellation or modifications until after 30 days written notice to the City. The standard general liability special endorsement form mandated by the California Film Commission shall be presented. A copy of the certificate shall remain on file. (SFCC\$22-462)
- **Film Permit Fees and Other Fees** – All fees must be paid to the City in advance of filming and any differences will be adjusted after the filming date. If estimated fees are less than the deposit, a refund will be processed upon completion of filming. If City services received exceed the estimated fees, our company will be invoiced for the balance at net 30 terms.

San Fernando Police Officers are required at productions involving traffic diversion, intermittent traffic control, and shoots that require special effects or stunts which pose a potential for danger. The number of assigned officers is at the discretion of the Police Chief.

REQUIREMENTS *Continued*

Pursuant to the San Fernando City Code (§22-144) daily fees for filming or still photography are as follows:

- First Day \$300
- Each Additional Day of the Same Shoot \$100
- Still Photography (daily) \$100

Additional fees may be charged for the following:

- City Personnel (e.g., Police Officers, Public Works personnel)
 - City Facilities (e.g., meeting rooms, park facilities)
 - City Equipment (e.g., Public Works vehicles, barricades, delineators, temporary no parking signs)
 - Miscellaneous (e.g., parking stalls)
- City of Los Angeles Fire Department Permit - Should your request include pyrotechnics, simulated gunfire, car crashes, etc., you will need to obtain approval of the City of Los Angeles Fire Department:

LAFDFILM@LACITY.ORG or (213) 978-3670.

A detailed invoice will be generated and provided to you. All required documentation, as well as, payment in full will be required prior to final approval and issuance of a P&FP Permit. Please note: final cost may increase if changes are made after application is submitted and processed.

Additional Information:

- Site Parking – When parking production vehicles in residential neighborhoods, all vehicles must be parked on one side of the street. Such parking allows for the free movement of persons residing in the area and access for emergency vehicles.
- No Parking Signs – Posting of “no parking” signs is not permitted in the San Fernando Mall and surrounding parking lots during peak shopping time (Friday, Saturday, and Sunday), unless specifically authorized by the City Manager’s Office. When required, the City will provide and post all “no parking” signs. All posting must occur at least 24 hours prior to the start of the “no parking” period. Signs must indicate the dates and time the temporary “no parking” is in effect.
- Overnight Parking – Overnight parking of vehicles on city streets is prohibited in San Fernando. Large productions involving multiple days of filming may request permission for overnight parking, which will be considered on a case-by-case by the City Manager’s Office.
- Site Clean-up - The permittee shall conduct operations in an orderly fashion with ongoing attention to the storage of equipment not in use and the clean-up of trash and debris. The area used shall be cleaned of trash and debris upon completion of shooting at the scene and restored to the original condition before leaving the site. If the permittee fails to restore the scene to the original condition, the City reserves the right to clean and restore the scene and then charge the permittee for all associated costs.

QUESTIONS OR ASSISTANCE

For questions, assistance, or to begin the Photography and Film Production Permit process, please contact Julie M. Fernandez, Executive Assistant to the City Manager, at (818) 898-1202 or via email at JFERNANDEZ@SFCITY.ORG.

PHOTOGRAPHY AND FILM PRODUCTION PERMIT APPLICATION

PRODUCTION COMPANY & CONTACT INFORMATION

COMPANY NAME		TELEPHONE NO.	
ADDRESS		CITY	STATE, ZIP CODE
LOCATION MANAGER	<i>Check if Main Contact</i> <input type="checkbox"/>	PRODUCTION MANAGER	<i>Check if Main Contact</i> <input type="checkbox"/>
		OTHER CONTACT <i>Check if Main Contact</i> <input type="checkbox"/>	
TELEPHONE NO.		TELEPHONE NO.	TELEPHONE NO.

PRODUCTION/PROJECT INFORMATION

PRODUCTION/PROJECT TITLE			TYPE		
START DATE	END DATE	FILMING DATE & TIME START		FILMING DATE & TIME END	
		@ <input type="checkbox"/> AM <input type="checkbox"/> PM		@ <input type="checkbox"/> AM <input type="checkbox"/> PM	
TOTAL PERSONNEL	TOTAL VEHICLES	TRUCKS	CARS	R/Vs	GENERATORS
					OTHER
PYROTECHNICS <input type="checkbox"/> Yes <input type="checkbox"/> No	SPECIAL EFFECTS PERMIT NO.		PYROTECHNICIAN NAME		LICENSE NO.
POLICE SERVICES <input type="checkbox"/> Yes <input type="checkbox"/> No	FIRE SERVICES <input type="checkbox"/> Yes <input type="checkbox"/> No	POSTINGS <input type="checkbox"/> Yes <input type="checkbox"/> No	DUMPSTER <input type="checkbox"/> Yes <input type="checkbox"/> No	NUDITY <input type="checkbox"/> Yes <input type="checkbox"/> No	ADULT CONTENT <input type="checkbox"/> Yes <input type="checkbox"/> No
					PORNOGRAPHY <i>Explain Below</i> <input type="checkbox"/> Yes <input type="checkbox"/> No

LOCATION INFORMATION

PRODUCTION ADDRESS	<input type="checkbox"/> Private Property <input type="checkbox"/> City Property
PROPERTY OWNER	BUSINESS OWNER/TENANT NAME

DESCRIPTION OF PRODUCTION *See Page 2 to include mandatory detailed diagram*

INSURANCE INFORMATION

COMPANY	EXPIRATION DATE
---------	-----------------

AUTHORIZATION *I agree to comply with all city requirements pertaining to the insurance of this permit. I understand that failure to do so may result in the immediate discontinuance of operations, revocation of permit, and/or forfeiture of fees.*

SIGNATURE	NAME (PRINT)	DATE
-----------	--------------	------

OFFICE USE ONLY

DATE RECEIVED	REQUIRED DEPARTMENTS / FEES / DOCUMENTS			
	<input type="checkbox"/> Finance	<input type="checkbox"/> C of LA Fire	<input type="checkbox"/> Insurance	<input type="checkbox"/> City Property
	<input type="checkbox"/> Public Works	<input type="checkbox"/> Other	<input type="checkbox"/> Property Owner Sig	<input type="checkbox"/> Spec Effects Permit
DATE ISSUED	<input type="checkbox"/> Police	TOTAL	<input type="checkbox"/> Tenant Signature	<input type="checkbox"/> Pyrotechnician Lic
	<input type="checkbox"/> Recreation	Date Paid	<input type="checkbox"/> Ack Signatures	<input type="checkbox"/>

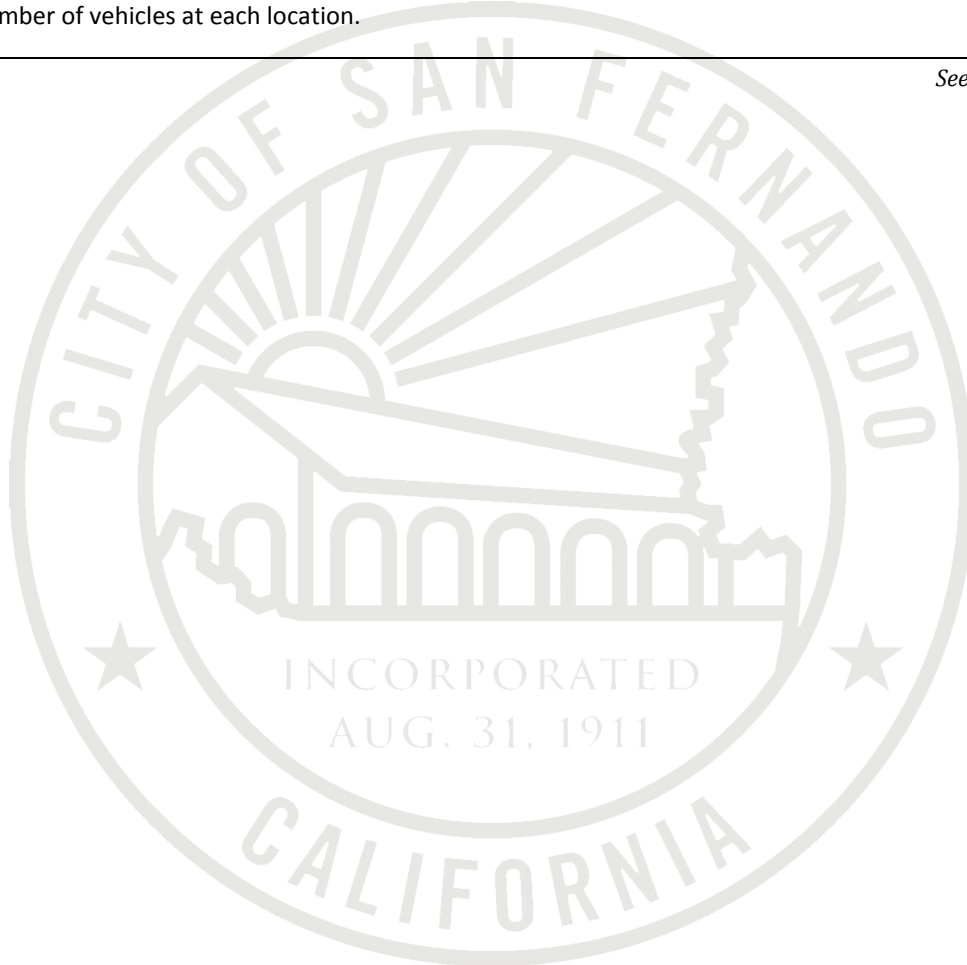
PRODUCTION/PROJECT INFORMATION

PRODUCTION/PROJECT TITLE	PRODUCTION COMPANY	CONTACT NAME
PRODUCTION ADDRESS		
FILMING DATE & TIME START @ <input type="checkbox"/> AM <input type="checkbox"/> PM	FILMING DATE & TIME END @ <input type="checkbox"/> AM <input type="checkbox"/> PM	TELEPHONE NO.

PRODUCTION DIAGRAM

1. Draw you street location, show the nearest intersection(s) and surrounding addresses.
2. Place a series of XXXXXs in front of the address(es) where you plan to park the vehicle(s).
3. Indicate the number of vehicles at each location.

See Attached Diagram ☐



PHOTOGRAPHY AND FILM PRODUCTION ACKNOWLEDGMENT SIGNATURES

A notification letter on film company stationary must be distributed to, and acknowledged by, property owners and tenants adjacent to the film location within a 500 square foot area from the location. Written permission is required from property owners and tenants impacted by filming or parking occurring in front of their property.

PRODUCTION/PROJECT INFORMATION

COMPANY NAME			LOCATION & ADDRESS		
PRODUCTION START	PRODUCTION END	FILMING DATE & TIME START @	<input type="checkbox"/> AM <input type="checkbox"/> PM	FILMING DATE & TIME END @	<input type="checkbox"/> AM <input type="checkbox"/> PM

EQUIPMENT VEHICLES NECESSARY FOR THE FILMING ACTIVITY WILL BE PARKED ON THE FOLLOWING CITY STREETS

WE, THE UNDERSIGNED, HAVE BEEN MADE AWARE OF THE ABOVE MENTIONED PRODUCTION/PROJECT AND THAT IT IS SCHEDULED ON THE ABOVE MENTIONED DATE, TIME, AND LOCATION.

PRINT NAME	ADDRESS	SIGNATURE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

MAKE ADDITIONAL COPIES OF THIS PAGE, IF NECESSARY

**PHOTOGRAPHY AND FILM PRODUCTION
PERMISSION TO USE PROPERTY FOR FILMING**

PRODUCTION/PROJECT INFORMATION

COMPANY NAME		LOCATION & ADDRESS	
PRODUCTION START	PRODUCTION END	FILMING DATE & TIME START @ <input type="checkbox"/> AM <input type="checkbox"/> PM	FILMING DATE & TIME END @ <input type="checkbox"/> AM <input type="checkbox"/> PM

LIST ANY SPECIAL PROVISION AND/OR CONCERNS



I HEREBY GIVE PERMISSION TO THE ABOVE MENTIONED COMPANY FOR THE USE OF THE ABOVE MENTIONED PROPERTY FOR THE PURPOSE OF FILMING ON THE ABOVE MENTIONED DATES.

PROPERTY OWNER NAME (PRINT)	TELEPHONE NO.	PROPERTY OWNER SIGNATURE	DATE
BUSINESS OWNER/TENANT NAME (PRINT)	TELEPHONE NO.	BUSINESS OWNER/TENANT SIGNATURE	DATE

OFFICE USE ONLY

DATE RECEIVED	VERIFIED <input type="checkbox"/> PROPERTY OWNER <input type="checkbox"/> BUSINESS OWNER/TENANT
---------------	--

ATTACHMENT "E"

Sec. 22-144. - Movie takers and producers generally.

- (a) Every person taking or producing one or more moving or motion pictures or photoplays and having no fixed place of business in the city shall pay a daily fee as follows:
 - (1) For the first day, \$300.00.
 - (2) For every additional day of the same shoot, \$100.00.
 - (3) Still photography, \$100.00 per day.
- (b) Additional fees may be charged for rental of city property and/or use of city personnel.
- (c) As defined in section 22-451 of chapter 22 of the San Fernando Municipal Code, charitable films, city produced public access films, family videos, news reporters, student films, and studios are exempt from the fee required by this section.

(Code 1957, § 12.89; Ord. No. 1574, § 1, 8-21-2006; Ord. No. 1579, § 1, 8-6-2007)

COST ESTIMATE

SPECIAL EVENT	DATE(S) OF EVENT
LOCATION	RESPONSIBLE PARTY
ATTENTION	DEPOSIT TO ACCOUNT NO.

SERVICES PROVIDED

1. LABOR DESCRIPTION <i>Includes 35% Overhead, per City Fee Schedule</i>	HOURS		RATE		TOTAL
	REGULAR	OVERTIME	REGULAR	OVERTIME	
TOTAL HOURS			TOTAL LABOR CHARGES		
2. EQUIPMENT	HOURS		RATE		TOTAL
TOTAL HOURS			TOTAL EQUIPMENT CHARGES		
3. PARTS AND MATERIALS	QTY	UNIT	PRICE	DAY(S)	TOTAL
TOTAL PARTS & MATERIALS CHARGE					
4. MISC. & CONTRACTUAL SERVICES	QTY	UNIT	PRICE	DAY(S)	TOTAL
TOTAL MISC. & CONTRACTUAL SERVICES CHARGE					
GRAND TOTAL PER EVENT					

NOTES

☐ SEE ATTACHED FOR SET UP DETAILS

PREPARED BY	REVIEWED BY	APPROVED BY
		Chris Marcarello Deputy City Manager/ Public Works Director

COST ESTIMATE WORKSHEET

SPECIAL EVENT	DATE(S) OF EVENT
SET UP DETAILS	
<div data-bbox="324 564 1289 1530" data-label="Image"> </div>	
PREPARED BY	REVIEWED BY

COST ESTIMATE

SPECIAL EVENT			DATE(S) OF EVENT			
LOCATION			RESPONSIBLE PARTY			
ATTENTION			DEPOSIT TO ACCOUNT NO.			
SERVICES PROVIDED						
1. EVENT STAFFING LEVELS		DATE	TIME	HOURS	DEPLOYMENT	TOTAL
				TOTAL STAFFING LEVEL (HOURS)		
2. LABOR COST				HOURS	HOURLY RATE	TOTAL
				TOTAL LABOR CHARGES		
3. MISCELLANEOUS COSTS		QTY	UNIT	PRICE	DAY(S)	TOTAL
				TOTAL MISCELLANEOUS COSTS		
GRAND TOTAL PER EVENT						
NOTES						
PREPARED BY		REVIEWED BY		APPROVED BY		
		PATROL COMMANDER		CHIEF OF POLICE		

INVOICE

Photography and Film Production Permit

BILL TO:	INVOICE NO.	
	INVOICE DATE	
	DUE DATE	
	TERMS	
	P&FP PERMIT NO.	

PRODUCTION INFORMATION

PRODUCTION/PROJECT TITLE	TYPE	PRODUCTION START/END	FILM START/END
PRODUCTION ADDRESS			

DESCRIPTION

AMOUNT

FINANCE DEPARTMENT

FILM PERMIT First Day:

FILM PERMIT Additional Day(s):

POLICE DEPARTMENT

RECREATION & COMMUNITY SERVICES

PUBLIC WORKS DEPARTMENT

DUE AND PAYABLE UPON RECEIPT

TOTAL

\$

NOTES

FINAL COST MAY INCREASE IF CHANGES ARE MADE AFTER APPLICATION IS SUBMITTED AND PROCESSED.

MAKE CHECKS PAYABLE TO "CITY OF SAN FERNANDO" AND REMIT TO 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PHOTOGRAPHY & FILM PRODUCTION PERMIT

No. _____

ISSUED TO

PRODUCTION COMPANY

CONTACT INFORMATION

PRODUCTION/PROJECT INFORMATION

PRODUCTION/PROJECT TITLE

TYPE

PRODUCTION ADDRESS

START DATE

END DATE

FILMING DATE & TIME START

FILMING DATE & TIME END

TOTAL PERSONNEL :

POLICE SERVICES :

TOTAL VEHICLES :

FIRE SERVICES :

Trucks :

Permit No. :

Cars :

POSTINGS :

R/Vs :

DUMPSTER :

Generators :

NUDITY :

Other :

ADULT CONTENT :

PYROTECHNICS :

PORNOGRAPHY :

Special Effects Permit No. :

INSURANCE :

Pyrotechnician Name :

Expiration Date :

License No. :

DESCRIPTION OF PRODUCTION

NOTE(S)

ADMINISTRATION APPROVAL

The above mentioned company has satisfied the rules and regulations governing permits for filming, videotaping, or still photography on location within the City of San Fernando, pursuant to SFCC Article VIII – Commercial Filming and Photography

NAME

SIGNATURE

DATE

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager

Date: October 5, 2015

Subject: Use of City of San Fernando Letterhead by the City Council

RECOMMENDATION:

It is recommended that the City Council provide staff with direction as it relates to the use of City of San Fernando letterhead by individual City Councilmembers.

BACKGROUND:

It is the custom and practice that when a City Councilmember would like to prepare and distribute correspondence on City letterhead that s/he provide the information to the City Council secretary who finalizes and distributes that correspondence.

This has been the process for many years and is really a benefit to the City Council given their hectic schedules.

ANALYSIS:

Councilmember Jaime Soto has asked that this item be agendaized for discussion by the City Council.

BUDGET IMPACT:

At this time, there appears to be no impact to the budget.

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AGENDA REPORT

To: City Councilmembers

From: Mayor Joel Fajardo

Date: October 5, 2015

Subject: Consideration to Adopt a Resolution Recognizing the Second Monday of October as Indigenous People's Day

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion and consideration to adopt Resolution No. 7703 (Attachment "A") recognizing the second Monday of October as Indigenous People's Day.

BACKGROUND:

Indigenous People's Day is a celebration of Native American heritages and cultures of Americas. Berkeley is believed to be the first city to recognize Indigenous People's Day 1992. Last year, the cities of Seattle and Minneapolis passed similar resolutions. On September 29, 2015, the City Council of Oklahoma City failed to pass a resolution on Indigenous People's Day by a 4-4 vote.

Indigenous People's Day is also seen as a counter-movement to Columbus Day. At the First Continental Meeting of Indigenous People on the "500 Years of Indian Resistance" in 1992, in Quito, Ecuador, a call to action was made: "There is an urgent need to organize an indigenous response to the celebration of the so-called 'Discovery of America.'" The purpose was to remove the misguided celebration of European colonization and to "reflect upon 500 years of the European invasion and to formulate alternatives for a better life, in harmony with Nature and with Human Dignity ... [and] present an indigenous voice, not only against the celebration of the '500th Anniversary,' but to face up to the innumerable common problems that we have and to work for a worthy future for our people". (A Call to Action on the First Continental Meeting of Indigenous People." *500 Years of Indian Resistance*. April 1989. Web)

Those in support of Columbus Day argue that it is a celebration of Italian heritage and should remain in place. According to the *Italian American Journal*, New York City's annual Columbus Day Parade is the world's largest celebration of Italian American heritage" and defines Columbus Day as the arrival of Christopher Columbus to the Americas. In the United States, the holiday is dedicated to celebrating Italian-American heritage."

Consideration to Adopt a Resolution Recognizing the Second Monday of October as Indigenous People's DayPage 2 of 5

ATTACHMENTS:

- A. Resolution No. 7703
- B. Time.com Article, "How Indigenous Peoples Day Came to Be"
- C. RedDirtReport.com Article, "Indigenous Peoples' Day Resolution Fails to Pass, 4-4"

ATTACHMENT “A”**RESOLUTION NO. 7703****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, RECOGNIZING THE SECOND MONDAY OF OCTOBER AS INDIGENOUS PEOPLE’S DAY**

WHEREAS, all people are born free and equal in dignity and rights; and

WHEREAS, the City of San Fernando (“City”) is committed to protecting and advocating for justice, human rights, and the equal treatment of all people who live and work in the City of San Fernando; and

WHEREAS, the United States ratified the International Convention on the Elimination of All Forms of Racial Discrimination (“CERD”) in October 1994 and Article 7 of CERD requires States “to adopt immediate and effective measures, particularly in the field of teaching, education, culture and information with a view to combating prejudices which lead to racial discrimination and to promote understanding, tolerance and friendship”; and

WHEREAS, the United States endorsed the United Nations Declaration on the Rights of Indigenous Peoples (the “Declaration”) on December 16, 2010 and the Declaration recognizes that “indigenous peoples have suffered from historic injustices as a result of, inter alia, their colonization and dispossession of their lands, territories and resources”; and

WHEREAS, Article 15 of the Declaration recognizes the right of indigenous peoples “to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education and public information” and places an obligation on States to “take effective measures, in consultation and cooperation with the indigenous peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding and good relations among indigenous peoples and all other segments of society”; and

WHEREAS, the City recognizes that the indigenous peoples of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the City recognizes that the celebration of Christopher Columbus and his alleged 1492 discovery of the lands that would later become known as the Americas works to celebrate an era of colonization and dispossession of indigenous peoples’ homelands, as well as the decimation of entire groups of indigenous peoples from North and South America; and

WHEREAS, the City recognizes the dignity and diversity of the cultures, traditions, histories and aspirations of the City’s peoples and indigenous ancestry; and

WHEREAS, the City seeks to combat prejudice and eliminate discrimination stemming from colonization and to promote tolerance, understanding and good relations among indigenous peoples and all other segments of our society; and

WHEREAS, the City values the contributions made to our City and our society through indigenous peoples' arts, knowledge, technology, science, philosophy, and culture; and

WHEREAS, the City seeks to promote events related to indigenous culture; and

WHEREAS, the City promotes the closing of the equity gap for indigenous peoples through policies and practices of government entities, organizations, and other public institutions that reflect the experiences of indigenous peoples and honor our nation's indigenous roots, history, and contributions; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, in 1990 representatives from 120 indigenous nations at the First Continental Conference on 500 Years of Indian Resistance unanimously passed a resolution to transform Columbus Day into an occasion to strengthen the process of continental unity in a struggle towards liberation, and to reveal a more accurate historical record; and

WHEREAS, in 2011 the Affiliated Tribes of Northwest Indians, representing 59 Tribes from Washington, Oregon, Idaho, Northern California, Western Montana and some Alaskan Tribes, passed resolution #11-OO to "Support to Change Columbus Day (2nd Monday of October) to Indigenous Peoples' Day."

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

Section 1. The City declares its support for recognition of Indigenous Peoples' Day on the second Monday in October.

Section 2. The City encourages its partners and vendors to recognize Indigenous Peoples' Day on the second Monday in October.

Section 3. The City encourages all schools to teach about the history, culture, and governments of indigenous peoples of our state give special focus to the history, culture, and governments of indigenous peoples on the second Monday in October.

Section 4. The City Clerk shall certify 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 5th day of October, 2015.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 5th day of October, 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

HISTORY POLITICS – Time.Com

How Indigenous Peoples Day Came to Be

Berkeley, Calif., adopted the holiday 22 years before Seattle and Minneapolis did in 2014



Updated 10:47 a.m. EST

Earlier this month, the [Seattle City Council unanimously voted](#) to recognize Indigenous Peoples' Day as an alternative to Columbus Day, following in the footsteps of [Minneapolis](#), which made the same decision in April of this year. But both cities were late to the game compared to Berkeley, Calif., which in 1992 became the first city in the country to formally recognize a new holiday challenging the idea that Christopher Columbus "discovered" America with his 1492 voyage.

Back in 1992, then-Mayor of Berkeley Loni Hancock [told TIME Magazine](#) that Columbus Day celebrations have been "Eurocentric and [have] ignored the brutal realities of the colonization of indigenous peoples."

Now a California State Senator, Hancock says she's pleased so many other cities are catching on to Indigenous Peoples Day. (Different cities have made different choices about where to put the apostrophe after *peoples*, or whether to have one at all, but the idea is the same.) "Berkeley was just a little bit in front," she says, noting that Berkeley was also the first city to ban Styrofoam carry-out containers and install curb cuts to assist the disabled. "As often happens, things happen in Berkeley first and then other places pick them up."

Talk of an alternative to Columbus Day dates back to the 1970s, but the idea came to Berkeley after the First Continental Conference on 500 Years of Indian Resistance in Quito, Ecuador, in 1990. That led to another conference among Northern Californian Native American groups, Hancock says; some attendees, along with other locals interested in Native American history, brought their concerns to the Berkeley City Council. The council appointed a task force to investigate the ideas and Columbus' historical legacy, and in 1992 they unanimously approved the task force's recommendation for an Indigenous Peoples Day. (Other alternatives exist in the U.S., such as Native American Day—South Dakota has recognized that holiday since 1990.)

"[Columbus] was one of the first Europeans to get to the American continent, but there was a lot of history that came after that in terms of the wiping out of native people," Hancock says. "It just didn't seem appropriate. It seemed like a reemphasizing of history and recognizing that to be very ethnocentric really diminishes us all."

In addition to being an official holiday, Indigenous Peoples Day in Berkeley is celebrated with an [Indian market and pow-wow](#) that attracts Native Americans from all over the state as well as the country. "Any holiday like that says, 'This is an important factor in our history,' whether it's Martin Luther King's birthday or President's Day," Hancock says. "I think that it impacts the way the young people of Berkeley look at the world."

While cities like Seattle now observe Indigenous Peoples' Day in addition to Columbus Day, the city of Berkeley replaced Columbus Day altogether. Hancock says there was vocal opposition to change but notes that most of it came from outside of the Berkeley community. As was also the case in Seattle, some members of the Italian-American community argued that Columbus Day was an important celebration of Italian pride and heritage, and that changing the celebration was disrespectful.

"We just had to keep reiterating that that was not the purpose — the purpose was to really affirm the incredible legacy of the indigenous people who were in the North American continent long before Columbus," Hancock says. "But I'd also suggest that most of the Italian-Americans really came to this country looking for safety and economic opportunity, and I'm sure we could find some of the Italian-Americans who stood up for that and helped make that happen. Maybe we should look into that. The Berkeley City Council, as you know, will consider many things!"

ATTACHMENT "C"

Indigenous Peoples' Day resolution fails to pass, 4-4

From RedDirtReport.com



Andrew

W. Griffin / Red Dirt Report

The way the Indigenous Peoples' Day vote went down on Tuesday afternoon.

ANDREW W. GRIFFIN / SEPTEMBER 29, 2015

CATEGORY:

RED DIRT NEWS

OKLAHOMA CITY – After sitting through a brutally long meeting of the City Council of Oklahoma City on Tuesday – lasting over four hours – Native American activists pushing for a resolution to have the establishment of Indigenous Peoples' Day in Oklahoma City were dealt a blow when the council voted 4-4, resulting in the resolution's defeat.

Councilwoman Meg Salyer of Ward 6 was not present during today's meeting.

The irony of today's loss was apparent to those who worked hard to lobby the council in the days leading up to the vote, as they noted the state flag, city emblem and the council lamps all festooned with Native American imagery. And this in a city and state known by the Choctaw word "okla" and "humma," translated as "red people."

Today's council vote comes a day after the City of Anadarko, a far smaller community in Caddo County, officially **signed a proclamation** recognizing Indigenous Peoples' Day on the second Monday of October, in place of the divisive (and long-ignored) Columbus Day.

One of the council co-sponsors of the Indigenous Peoples' Day resolution, Councilman Pete White, explained that the resolution was "straightforward" and that since Oklahoma City does not officially recognize Columbus Day, a federal holiday, it would be an easy vote for the council members, considering Oklahoma's long-established relationship with the Native American community.

TAKING A STAND

Several Native American activists took three minutes each to argue in favor of Indigenous Peoples' Day.

Frances Danger, a Muscogee Creek and Seminole, explained how Native Americans face "small indignities" all the time and that the city embracing the indigenous community is important.

"Everyday you get into a car with a license plate emblazoned with 'Native America.' It is time to stand behind those words," Danger said.

From Indigenize OU in Norman was Ashley McCray, who is a member of the Absentee Shawnee Tribe and also an Oglala Lakota.

"(Supporting Indigenous Peoples' Day) is a positive and proactive way to begin a larger conversation about restoring justice to indigenous communities," McCray said, adding that were the council to pass Indigenous Peoples' Day, it would tell Native Americans that Oklahoma City is home and a place where they truly belong.

"This is about taking a stand against racism and discrimination," added McCray.

One of those to speak was a member of the Caddo Nation, Tracy Newkumet Burrows. She said that Christopher Columbus has long been divisive, particular in indigenous communities.

"Natives find him to be offensive," Burrows said, adding. "Honor the natives that you so liberally use to create tourist dollars and to honor us in a way that is an outward expression of an inward belief."

Also speaking in favor of the resolution was Choctaw Nation member Sarah Adams-Cornell, who explained that replacing Columbus Day with Indigenous Peoples' Day would show that Oklahoma City was progressive and forward-thinking enough to recognize Columbus for the genocidal exploiter that he was.

Asked Adams-Cornell of the council: "Why wouldn't we want to change this? What part of this story are we holding onto that's deserving of a holiday?"

SURE, THERE WERE ATROCITIES COMMITTED, BUT ...

Three hard-right councilmembers – Larry McAtee, James Greiner and Mark Stonecipher, along with Mayor Mick Cornett – explained why they weren't on board with Indigenous Peoples' Day.

"I think you guys make a passionate stance and bring up a lot of indignities," Cornett said. "And we of European descent can't possibly know what you and your ancestors have gone through."

That said, Cornett offered a defense of Columbus Day by explaining that the origins of the holiday came from Italian-Americans who were persecuted in the late 19th and early 20th century. He went on to explain that the city already does a lot to celebrate Native American culture and that regarding Columbus Day, well, he sees the holiday in a broader sense, essentially defending Manifest Destiny and settler-colonialism, while couching it with what an "inclusive" nation the United States is now.

Cornett added that a vote against Indigenous Peoples' Day should not be perceived as an attack on Native American culture and that, frankly, this whole issue "is a trial about Christopher Columbus."

"I'm not there yet," the Big League City mayor said of his decision to vote against the resolution. "And I hope no one feels insulted by my unwillingness to support it."

"I'm not there either," harrumphed Stonecipher, who incongruously transitioned into a long story about his grandfather fleeing the Armenian genocide by the Ottoman Empire 100 years ago. Acknowledging the "divisive" Indigenous Peoples' Day would be looking backward and not forward.

Avoiding the issue of Indigenous Peoples' Day all together, ardent Christian nationalist McAtee said supporting the American Indian Cultural Center and the Red Earth festival and righting earlier injustices by the federal government by sending money to the Choctaw and Chickasaw nations are fine with him. For McAtee, however, endorsing Indigenous Peoples' Day was simply *going too far*.



Councilman Larry McAtee (Ward 3) voted against Indigenous Peoples' Day.(Andrew W. Griffin / Red Dirt Report)
The main sponsor of the resolution was Councilman White.

Clearly aiming his comments at anti-Indigenous voices Cornett and Stonecipher, White said: **"I just think it's wrong to postpone justice just because you're not ready yet."** This received wide applause from the gallery audience. Councilman David Greenwell was another supporter of the resolution who felt that the name "Indigenous" was too obscure for the citizenry and that, perhaps, "Native American Day" would be better.

"I think we have a responsibility for bringing forth the truth," Greenwell said, noting that there seems to be "a chip on some of the proponents' shoulders" in pushing this resolution.

AFTERMATH

Red Dirt Report spoke to a few of the proponents of Indigenous Peoples' Day, including council co-sponsor Councilman Ed Shadid, along with Native American activists Ashley McCray and Sarah Adams-Cornell.

"I'm proud we had the discussion. It's a healthy conversation to have. I'm proud of those who voted in favor of it. We didn't lose, we tied. We'll certainly bring it back every year until it inevitably does pass," Shadid said. "It's a testament that the dominoes are going to fall."

The Native Americans were clearly disappointed by the vote.

"I think it's very clear that they are uneducated and misinformed about what we were trying to accomplish," said McCray. "And I really was disappointed the mayor wasn't on board because he felt like he wasn't ready."

"I think Councilman White put it really well when he said you can't postpone justice because you're not ready," Adams-Cornell said. "Those are exactly my sentiments. We must push forward. We're on the docket again in two weeks and again next year if we have to."



Ward 2 Councilman Ed Shadid speaks to Sarah Adams-Cornell after the vote on Indigenous Peoples' Day. (Andrew W. Griffin / Red Dirt Report)

Adams-Cornell continued, saying the mayor and three council members “**will be held accountable for the way they voted today**. Our indigenous people hear them loud and clear and we vote and we’re making sure we work together. We don’t want it to be a pitted-against each other situation. They’re making it hard by not listening to why we want to do this. They’re making it difficult by putting up a wall and being defensive about what we want.”

She said that she is disappointed that the council didn't vote in a united manner to fight the injustices that the indigenous communities have faced by passing this resolution.

And regarding Councilman Greenwell's comment about the activists having "chips on their shoulders," Adams-Cornell said: "I think those chips are about 600 years old. And I think that they're valid. And that they're not chips, it's historical genocide. Genocide is a big chip."

The next City Council meeting is Tuesday, October 13th.