



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
SEPTEMBER 21, 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

San Fernando Police Explorer

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

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

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.

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- 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**

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 1796) between the City of San Fernando and the San Fernando Management Group for a three-year term (July 1, 2015 through June 30, 2018);
- b. Adopt Resolution No. 7699 implementing increased Employer Paid Member Contributions with the San Fernando Management Group; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

- 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**

Recommend that the City Council:

- a. Approve a side letter of agreement (Contract No. 1624(e)) to the existing Memorandum of Understanding with the San Fernando Public Employees' Association;
- b. Adopt Resolution No. 7698 implementing cost sharing for Employer Paid Member Contributions with the San Fernando Public Employees' Association; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

- 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**

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Recommend that the City Council waive full reading of Ordinance No. 1645 and adopt by title only, "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."

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

Recommend that the City Council waive full reading of Urgency Ordinance No. U-1644 and adopt by title only, "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".

7) PRESENTATION OF MEASURE "A" ANNUAL REPORT

Recommend that the City Council receive and file the 2015 Annual Report on the collection, management, and expenditure of Measure "A" as required by the City Code.

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

Recommend that the City Council:

- a. Approve a Professional Services Agreement with Michael Baker International (Contract No. 1799) to provide full service administration and implementation of the City of San Fernando's Community Development Block Grant Program for one year with four optional one-year extensions; and
- b. Authorize the City Manager and the City Attorney to take all actions necessary to execute and implement said Agreement.

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

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1797) with Ralph Andersen & Associates to perform a comprehensive classification and compensation study; and
- b. Authorize the City Manager to make non-substantive corrections and execute the agreement.

10) CONSIDERATION TO APPROVE A HISTORIC MATERIALS LOAN AGREEMENT

Recommend that the City Council:

- a. Approve a Historic Materials Loan Agreement (Contract No. 1800) with Richard A. Santillan, allowing him to include relevant historical pictures and images in an upcoming book from Arcadia Publishing titled *Mexican American Baseball in Ventura County*; and
- b. Authorize the City Manager and the City Attorney to take all actions necessary to execute and implement said Agreement.

11) AWARD OF CONTRACT – BRAND BOULEVARD WATERWISE LANDSCAPING, PROJECT NO. 7591, PLAN NO. 717

Recommend that the City Council:

- 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.

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ADMINISTRATIVE REPORTS**12) APPOINTMENT TO THE TRANSPORTATION AND SAFETY COMMISSION**

Vice Mayor Sylvia Ballin is recommending the appointment of Dee Akemon to the Transportation and Safety Commission as her representative.

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

Recommend that the City Council receive and file this report.

14) PREPAREDNESS ACTIVITIES FOR PREDICTED EL NIÑO WINTER STORM EVENTS

Recommend that the City Council receive and file this 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 (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)

If it is the desire of the City Council to seek remedy to the apparent violations of Government Code Section 54963(a) and Penal Code Section 632, as described below, it is recommended that that the City Council consider and act to authorize any one or more of the following courses of action:

- 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/or
- c. Refer the Same Violations to the Los Angeles County District Attorney for potential prosecution pursuant to Government Code Section 54960(a).

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

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

Elena G. Chávez, CMC

City Clerk

Signed and Posted: September 17, 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 – 4:30 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 4:30 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert C. Gonzales (arrived at 4:38 p.m.), Antonio Lopez, and Jaime Soto (arrived at 4:31 p.m.)

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

PLEDGE OF ALLEGIANCE

Led by Mayor Fajardo

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (4:31 P.M.)

City Attorney Olivarez reported that Item E would not be discussed.

By consensus, Councilmembers recessed to the following Closed Session:

- A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6
Designated City Negotiator: City Manager Brian Saeki

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SPECIAL MEETING MINUTES – September 8, 2015**

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

San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association (SEIU, Local 721)
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

- B) CONFERENCE WITH LABOR NEGOTIATOR – UNREPRESENTED EMPLOYEE
G.C. §54957.6
Designated City Negotiators: Mayor Joel Fajardo and Vice Mayor Sylvia Ballin
Unrepresented Employee: City Manager
- C) CONFERENCE WITH LABOR NEGOTIATOR – UNREPRESENTED EMPLOYEE
G.C. §54957.6
Designated City Negotiators: Mayor Joel Fajardo and Vice Mayor Sylvia Ballin
Unrepresented Employee: City Clerk
- D) PUBLIC EMPLOYEE EMPLOYMENT/PERFORMANCE EVALUATION
G.C. §54957
Title of Employee: City Clerk
- E) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS FACTS AND
CIRCUMSTANCES UNKNOWN TO POTENTIAL PLAINTIFFS WHICH MAY GIVE
RISE TO LITIGATION OR CREATE SIGNIFICANT EXPOSURE TO LITIGATION
G.C. §54956.9(d)(2) AND §54956.9(e)(1)
Two (2) Separate and Unrelated Matters

RECONVENE FROM CLOSED SESSION (6:07 P.M.)

City Attorney Olivarez reported the following:

Regarding Items A, B, C, and D – The City Council received a briefing from staff, direction was given to City staff but no final action was taken.

Item E – Removed from the agenda (was not discussed).

ADJOURNMENT (6:07 P.M.)

Motion by Councilmember Gonzales, seconded by Vice Mayor Ballin, to adjourn. The motion carried unanimously.

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SPECIAL MEETING MINUTES – September 8, 2015
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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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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: September 21, 2015

Subject: Consideration to Adopt Resolution No. 15-092 Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 15-092 (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. 15-092

ATTACHMENT "A"**RESOLUTION NO. 15-092****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 15-092****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 21st day of September, 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 21st day of September, 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

Vchlist

09/17/2015 2:30:25PM

Voucher List

CITY OF SAN FERNANDO

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Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|----------------------------------|------------|-------|-----------------------------------|-----------|
| 111253 | 9/21/2015 | 100070 ADVANCED ELECTRONICS INC. | 0154512-IN | 11204 | PTP LINK MONTHLY RENTAL - SEPT 20 | |
| | | | 0154631-IN | | 001-420-0000-4260 | 272.50 |
| | | | | | EQUIPMENT & INSTALLATION ON FORI | |
| | | | | | 041-225-0000-4500 | 15,886.41 |
| | | | | | Total : | 16,158.91 |
| 111254 | 9/21/2015 | 100098 AIRGAS SAFETY | 9042401029 | | SWEATBANDS FOR HARD HATS, MIRA | |
| | | | | | 072-360-0000-4310 | 149.38 |
| | | | 9042401030 | | HARDHAT LIGHTING | |
| | | | | | 072-360-0000-4310 | 293.47 |
| | | | | | Total : | 442.85 |
| 111255 | 9/21/2015 | 100101 VERIZON WIRELESS-LA | 270693253 | | PLANNING CELL PHONES | |
| | | | 460851202 | | 001-140-0000-4220 | 22.41 |
| | | | | | PD CELL PHONES | |
| | | | 561407019 | | 001-222-0000-4220 | 318.55 |
| | | | | | CITY YARD CELL PHONE & USB MODEI | |
| | | | | | 070-384-0000-4220 | 60.16 |
| | | | | | 043-390-0000-4220 | 31.14 |
| | | | | | 041-320-0000-4220 | 31.14 |
| | | | | | 072-360-0000-4220 | 0.41 |
| | | | | | 001-130-0000-4220 | 67.60 |
| | | | 660629692 | | VARIOUS CELL PHONES | |
| | | | | | 001-106-0000-4220 | 37.70 |
| | | | | | 070-384-0000-4220 | 87.36 |
| | | | | | 001-420-0000-4220 | -6.04 |
| | | | 870422920 | | PD CELL PHONES AND MDT MODEMS | |
| | | | | | 001-222-0000-4220 | 947.07 |
| | | | | | 001-152-0000-4220 | 114.03 |
| | | | | | Total : | 1,711.53 |
| 111256 | 9/21/2015 | 100143 ALONSO, SERGIO | AUG 2015 | | MMAP INSTRUCTOR | |
| | | | | | 109-424-3638-4260 | 1,100.00 |
| | | | | | Total : | 1,100.00 |
| 111257 | 9/21/2015 | 100195 ANIMAL SPECIALTY GROUP | 596018 | | ER VISIT FOR K9 ALEX | |

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| vchlist | | Voucher List | | | | Page: 2 | |
|----------------------|-----------|---|---------------|-------|--|---------|------------|
| 09/17/2015 2:30:25PM | | CITY OF SAN FERNANDO | | | | | |
| Bank code : | | bank | | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount | |
| 111257 | 9/21/2015 | 100195 ANIMAL SPECIALTY GROUP | (Continued) | | 001-225-0000-4270 | | 1,261.06 |
| | | | | | Total : | | 1,261.06 |
| 111258 | 9/21/2015 | 100222 ARROYO BUILDING MATERIALS, INC | 152052 | | SIDEWALK REPAIR - 836 ARROYO | | |
| | | | | | 070-383-0000-4260 | | 150.93 |
| | | | | | Total : | | 150.93 |
| 111259 | 9/21/2015 | 100405 BONANZA CONCRETE, INC. | 49732 | | SIDEWALK REPAIR - 311 PARKSIDE DR | | |
| | | | 49844 | | 001-311-0000-4300 | | 1,116.90 |
| | | | | | SIDEWALK REPAIR - 255 PARKSIDE DR | | |
| | | | 49933 | | 001-311-0000-4600 | | 1,136.90 |
| | | | | | SIDEWALK REPAIR - 255 PARKSIDE DR | | |
| | | | | | 001-311-0000-4600 | | 1,116.90 |
| | | | | | Total : | | 3,370.70 |
| 111260 | 9/21/2015 | 100472 CCAC | TRAVEL | | CCAC WORKSHOP TRAINING ON 10/08 | | |
| | | | | | 001-115-0000-4370 | | 200.00 |
| | | | | | Total : | | 200.00 |
| 111261 | 9/21/2015 | 100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE | 117177 | | DOJ FINGERPRINTING - AUG 2015 | | |
| | | | 119454 | | 004-2386 | | 6,665.00 |
| | | | | | EMPLOYEE FINGERPRINTING - AUG 2015 | | |
| | | | | | 001-106-0000-4270 | | 192.00 |
| | | | | | Total : | | 6,857.00 |
| 111262 | 9/21/2015 | 100731 CITY OF LOS ANGELES | 74WP160000027 | 11240 | FY 15-16 O&M PORTION OF ASSSC - SIDEWALK REPAIR - 836 ARROYO | | 160,472.00 |
| | | | 74WP160000028 | 11241 | FY 15-16 CAPITAL PORTION OF ASSSC | | |
| | | | | | 072-365-0000-4600 | | 208,075.00 |
| | | | | | Total : | | 368,547.00 |
| 111263 | 9/21/2015 | 100805 COOPER HARDWARE INC. | 96986 | | HITCH HOOKS - PW0584 | | |
| | | | 97041 | | 041-320-0370-4400 | | 1.95 |
| | | | | | NUTS, BOLTS & WASHERS | | |
| | | | 97087 | | 070-383-0301-4300 | | 33.96 |
| | | | | | NUTS, BOLTS & WASHERS | | |

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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
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| 111269 | 9/21/2015 | 101599 IMAGE 2000 CORPORATION | (Continued) | | | Total : 139.24 |
| 111270 | 9/21/2015 | 101666 DE LAGE LANDEN FINANCIAL SERVS | 47028333 | | SEPT LEASE PAYMENT - VARIOUS COF 001-190-0000-4320 001-420-0000-4260 103-420-0000-4260 104-420-0000-4260 070-381-0000-4290 | 443.64 405.44 101.36 101.36 146.70 Total : 1,198.50 |
| 111271 | 9/21/2015 | 101688 J & R AUDIO | 3458 | | SOUND, LIGHTS & TECH FOR BIRTHDA 017-420-1362-4260 004-2359 | 500.00 500.00 Total : 1,000.00 |
| 111272 | 9/21/2015 | 101713 JOBS AVAILABLE INC. | 1519049 | | RECREATION SUPERVISOR AD 001-106-0000-4230 | 409.50 Total : 409.50 |
| 111273 | 9/21/2015 | 101768 KIMBALL-MIDWEST | 4388837 | | EYE PROTECTIVE GLASSES 001-371-0000-4310 | 11.97 Total : 11.97 |
| 111274 | 9/21/2015 | 101772 KING'S BRAKE AND PIONEER TIRE | 005568 | | INSTALL RADIATOR - WA8196 070-383-0000-4400 | 184.42 Total : 184.42 |
| 111275 | 9/21/2015 | 101852 LARRY & JOE'S PLUMBING | 2653728-0001-02 2654082-0001-02 | | BRINE TANK SALT FEED LINE 070-384-0000-4330 BRINE TANK SALT FEED LINE 070-384-0000-4330 | 21.80 125.37 Total : 147.17 |
| 111276 | 9/21/2015 | 101863 LAWRENCE R. MOSS & ASSOCIATES | 92587 | 11207 11207 | LANDSCAPE ARCHITECTURAL DESIGN 011-311-0000-4600 070-381-0000-4270 | 7,500.00 500.00 Total : 8,000.00 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
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| 111277 | 9/21/2015 | 101990 L.A. COUNTY METROPOLITAN | 800061471 | | TAP CARDS - JULY 2015 007-440-0441-4260 | 1,344.00 Total : 1,344.00 |
| 111278 | 9/21/2015 | 102006 LOS ANGELES COUNTY | 3641507200113 | | COURT CASE 08K30896 - LEVY ON AN 001-310-0000-4111 | 50.00 Total : 50.00 |
| 111279 | 9/21/2015 | 102007 L.A. COUNTY SHERIFFS DEPT. | 160178SS | | INMATE MEAL SERVICE - JULY 2015 001-225-0000-4350 | 1,157.39 Total : 1,157.39 |
| 111280 | 9/21/2015 | 102148 METROPOLITAN WATER DISTRICT | 8461 | | CAPACITY CHARGE 070-384-0000-4450 | 4,532.50 Total : 4,532.50 |
| 111281 | 9/21/2015 | 102226 MISSION LINEN & UNIFORM | 500779143 500797785 500823694 500841344 500868930 | | LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 LAUNDRY 001-225-0000-4350 | 51.75 126.31 81.69 102.06 78.85 Total : 440.66 |
| 111282 | 9/21/2015 | 102303 NACHO'S ORNAMENTAL SUPPLY | INV064192 | | BRINE TANK LADDER BRACKETS 070-384-0000-4330 | 42.67 Total : 42.67 |
| 111283 | 9/21/2015 | 102423 OCCU-MED, INC. | 0815901 | | PRE-EMPLOYMENT PHYSICALS 001-106-0000-4270 | 1,357.00 Total : 1,357.00 |
| 111284 | 9/21/2015 | 102432 OFFICE DEPOT | 1825341926 | | LABELS 001-222-0000-4300 | 3.43 |

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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
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| 111284 | 9/21/2015 | 102432 OFFICE DEPOT | (Continued) 787062282001 | 11243 | FILE BOXES, PENS, LABELS & CHAIRM 001-222-0000-4300 | 418.77 |
| | | | 789035857001 | | COPY PAPER, KEY TAGS, CD-RS 001-222-0000-4300 | 286.46 |
| | | | 789431234001 | | FILE CABINET 070-384-0000-4320 | 372.86 |
| | | | 789431462002 | | AIR FRESHENER 001-341-0301-4300 | 6.20 |
| | | | 78943162001 | | LYSOL 001-341-0301-4300 | 7.11 |
| | | | | | Total : | 1,094.83 |
| 111285 | 9/21/2015 | 102666 PREFERRED DELIVERY SYSTEMS INC | 549-125 | | COURIER SERVICE 001-222-0000-4260 | 309.00 |
| | | | | | Total : | 309.00 |
| 111286 | 9/21/2015 | 102803 RED WING SHOE STORE | 2160000004028 | | SAFETY SHOES FOR PUBLIC WORKS 001-311-0000-4310 | 176.03 |
| | | | | | Total : | 176.03 |
| 111287 | 9/21/2015 | 102930 ROYAL WHOLESALE ELECTRIC | 8901-718065 | | ANCHOR KIT & TAPES FOR SIGNS 001-370-0301-4300 | 110.20 |
| | | | 8901-718073 | | ELECTRICAL REPLACEMENT TOOLS 029-335-0000-4340 | 74.29 |
| | | | 8901-718092 | | SIGN ANCHOR KIT 001-370-0301-4300 | 19.51 |
| | | | 8901-718093 | | REPLACEMENT DRIVER 001-370-0000-4340 | 9.42 |
| | | | | | Total : | 213.42 |
| 111288 | 9/21/2015 | 103010 SAM'S CLUB DIRECT, #0402465855179 | 2542 | | DAY CAMP SUPPLIES - END OF SUMMI 017-420-1399-4300 | 315.07 |
| | | | 3152 | | CITY BIRTHDAY CAKE 001-424-0000-4300 | 75.98 |
| | | | 3231 | | SUPPLIES - HEALTHY SAN FERNANDO 001-424-0000-4300 | 194.52 |

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| 111288 | 9/21/2015 | 103010 SAM'S CLUB DIRECT, #0402465855179 | (Continued) 4227 | | ASCEP SUPPLIES 103-420-0000-4300 | 48.43 | |
| | | | 8184 | | 104-420-0000-4300 DAY CAMP SUPPLIES - END OF SUMMI 017-420-1399-4300 | 48.42 19.69 | |
| | | | | | Total : | 702.11 | |
| 111289 | 9/21/2015 | 103029 SAN FERNANDO, CITY OF | 16005-16058 | | REIMBURSEMENT TO WORKERS COM 006-1035 | 18,430.95 | |
| | | | | | Total : | 18,430.95 | |
| 111290 | 9/21/2015 | 103057 SAN FERNANDO VALLEY SUN | 9364 | | ORD NO. 1643 2ND READING PUBLICA' 001-115-0000-4230 | 125.00 | |
| | | | 9374 | | AD FOR BIRTHDAY CONCERT/JAM 001-424-0000-4300 | 409.00 | |
| | | | | | Total : | 534.00 | |
| 111291 | 9/21/2015 | 103184 SMART & FINAL | 143289 | | WEEKLY ACTIVITY SNACKS 017-420-1399-4300 | 43.96 | |
| | | | 159202 | | SUPPLIES - MOIVE/JAM SESSION 001-424-0000-4300 | 13.11 | |
| | | | 163192 | | SUPPLIES - BIRTHDAY CONCERT/ JAM 001-424-0000-4300 | 42.93 | |
| | | | 184194 | | SUPPLIES FOR CIT SALES (SR DANCE 004-2391 | 38.53 | |
| | | | | | Total : | 138.53 | |
| 111292 | 9/21/2015 | 103202 SOUTHERN CALIFORNIA EDISON CO. | 2-02-682-6982 | | ELECTRIC - 910 FIRST 043-390-0000-4210 | 9,221.82 | |
| | | | 2-21-082-3241 | | ELECTRIC - VARIOUS LOCATIONS 029-335-0000-4210 | 1,720.16 | |
| | | | | | 043-390-0000-4210 027-344-0000-4210 | 4,135.12 15,250.31 | |
| | | | 2-33-746-5215 | | ELECTRIC - 190 PARK 027-344-0000-4210 | 627.60 | |

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| 111292 | 9/21/2015 | 103202 | 103202 SOUTHERN CALIFORNIA EDISON CO. | (Continued) | | Total : 30,955.01 |
| 111293 | 9/21/2015 | 103205 | THE GAS COMPANY | 04232069007 | GAS - 910 FIRST | |
| | | | | 04232069007 | 043-390-0000-4210 | 194.22 |
| | | | | | GAS - 910 FIRST | |
| | | | | | 043-390-0000-4210 | 290.68 |
| | | | | | Total : | 484.90 |
| 111294 | 9/21/2015 | 103299 | SUPREME SALES COMPANY, INC. | 018544 | TOOTHBRUSHES FOR INMATES | |
| | | | | | 001-225-0000-4350 | 400.00 |
| | | | | | Total : | 400.00 |
| 111295 | 9/21/2015 | 103413 | TRANS UNION LLC | 08508125 | CREDIT CHECKS | |
| | | | | | 001-222-0000-4260 | 26.59 |
| | | | | | Total : | 26.59 |
| 111296 | 9/21/2015 | 103445 | UNDERGROUND SERVICE ALERT | 820150678 | (54) NEW USA DIGALERT TICKETS | |
| | | | | | 070-381-0000-4260 | 81.00 |
| | | | | | Total : | 81.00 |
| 111297 | 9/21/2015 | 103463 | U.S. POSTMASTER | DEMAND | PRESORTED FIRST CLASS POSTAGE | |
| | | | | | 070-382-0000-4300 | 651.16 |
| | | | | | 072-360-0000-4300 | 651.16 |
| | | | | | Total : | 1,302.32 |
| 111298 | 9/21/2015 | 103619 | CARL WARREN & CO. | 1709818 | LEGAL FEES | |
| | | | | 1709819 | 006-190-0000-4800 | 750.00 |
| | | | | | LEGAL FEES | |
| | | | | | 006-190-0000-4800 | 750.00 |
| | | | | | Total : | 1,500.00 |
| 111299 | 9/21/2015 | 103716 | WORKBOOT WAREHOUSE | 4-13621 | SAFETY WORK BOOTS | |
| | | | | 4-13622 | 043-390-0000-4310 | 271.41 |
| | | | | | SAFETY WORK BOOTS | |
| | | | | | 043-390-0000-4310 | 271.41 |
| | | | | | Total : | 542.82 |
| 111300 | 9/21/2015 | 103752 | ZUMAR INDUSTRIES, INC. | 0160396 | NEW SIGNS FOR AVIATION PL | |

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| 111300 | 9/21/2015 | 103752 ZUMAR INDUSTRIES, INC. | (Continued) | | 001-370-0301-4300 | | 266.58 |
| | | | | | Total : | | 266.58 |
| 111301 | 9/21/2015 | 103851 EVERSOF, INC. | R1485314 | | SOFTNER - WELL 2A | | |
| | | | R1485315 | | 070-384-0000-4260 | | 213.51 |
| | | | | | SOFTNER - WELL 4A | | |
| | | | R1485316 | | 070-384-0000-4260 | | 142.56 |
| | | | | | SOFTNER - WELL 3 | | |
| | | | | | 070-384-0000-4260 | | 42.21 |
| | | | | | Total : | | 398.28 |
| 111302 | 9/21/2015 | 103903 TIME WARNER CABLE | 8448200540010328 | | CABLE - 09/05/15-10/04/15 | | |
| | | | 8448200540010518 | | 001-190-0000-4220 | | 88.07 |
| | | | | | CABLE - 08/29/15-09/28/15 | | |
| | | | | | 001-420-0000-4260 | | 200.47 |
| | | | | | Total : | | 288.54 |
| 111303 | 9/21/2015 | 887121 DELL MARKETING L.P. | XJRJKPFJ9 | 11256 | VLA EXCHANGE ONLINE PLAN 2 OPEN | | |
| | | | | | 001-135-0000-4260 | | 15,202.67 |
| | | | | | Total : | | 15,202.67 |
| 111304 | 9/21/2015 | 887466 SIMON'S POWER EQUIPMENT, INC. | 84176 | | CHAINSAW & CHAPS | | |
| | | | | | 001-370-0301-4300 | | 305.18 |
| | | | | | Total : | | 305.18 |
| 111305 | 9/21/2015 | 887570 SIMPLOT PARTNERS | 205030025 | | ROUNDUP FOR WEED CONTROL | | |
| | | | | | 043-390-0000-4300 | | 261.60 |
| | | | | | Total : | | 261.60 |
| 111306 | 9/21/2015 | 888241 UNITED SITE SERVICES OF CA INC | 114-3202356 | | PORTABLE TOILET RENTAL @ REC PAI | | |
| | | | 114-3243278 | | 001-420-0000-4260 | | 143.90 |
| | | | | | PORTABLE TOILET RENTAL @ 501 FIR | | |
| | | | | | 043-390-0000-4260 | | 550.04 |
| | | | | | Total : | | 693.94 |
| 111307 | 9/21/2015 | 888242 MCI COMM SERVICE | 7DK54968 | | MTA PHONE LINES | | |
| | | | | | 007-440-0441-4220 | | 32.95 |

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| 111307 | 9/21/2015 | 888242 888242 MCI COMM SERVICE | (Continued) | | Total : | 32.95 |
| 111308 | 9/21/2015 | 888300 SAIA MOTOR FREIGHT LINE, INC. | 00943741230 | | FREIGHT CHARGE - CITY HALL UPS & 001-135-0000-4500 | 25.00 |
| | | | | | Total : | 25.00 |
| 111309 | 9/21/2015 | 888321 ARRIZON, FRANCISCO | AUG 2015 | | COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111 | 50.00 |
| | | | | | Total : | 50.00 |
| 111310 | 9/21/2015 | 888356 ADVANCED AUTO REPAIR BODY & | 1272 | | REPLACE VALVE COVERS GASKETS, C 041-320-0225-4400 | 618.09 |
| | | | | | Total : | 618.09 |
| 111311 | 9/21/2015 | 888390 WEST COAST ARBORISTS, INC. | 107950 | 11253 | TREE TRIMMING SERVICES 011-311-0000-4260 | 9,859.25 |
| | | | 108397 | 11253 | TREE TRIMMING SERVICES 011-311-0000-4260 | 19,023.95 |
| | | | | | Total : | 28,883.20 |
| 111312 | 9/21/2015 | 888646 HD SUPPLY WATER WORKS, LTD | E376056 | | 8" PVC PIPE FOR BRINE TANK DUST B/ 070-384-0000-4330 | 441.19 |
| | | | | | Total : | 441.19 |
| 111313 | 9/21/2015 | 888800 BUSINESS CARD | 081715 | | HEALTHY SF ADVERTISEMENT 017-420-1395-4260 | 25.07 |
| | | | 082415 | | DEPARTMENT HEAD RETREAT IN SAN 001-105-0000-4270 | 2,010.00 |
| | | | 082415 | | DEPARTMENT HEAD RETREAT IN SAN 001-105-0000-4270 | 95.60 |
| | | | 082515 | | DEPARTMENT HEAD RETREAT IN SAN 001-105-0000-4270 | 135.99 |
| | | | 082815 | | USB FLASH DRIVE 001-135-0000-4300 | 112.61 |
| | | | 082815 | | DEPARTMENT HEAD RETREAT IN SAN 001-105-0000-4270 | 285.42 |
| | | | 090115 | | ANNUAL MEMBERSHIP FEE 001-190-0000-4435 | 18.00 |
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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 111313 | 9/21/2015 | 888800 BUSINESS CARD | (Continued) | | HEALTHY SF ADVERTISEMENT 017-420-1395-4260 | 41.61 |
| | | | 090115 | | ADVERTISEMENT FOR REC SUPERVIS 001-106-0000-4230 | 75.00 |
| | | | 090415 | | SURFACE ACCESSOR - ERGONOMIC C 001-420-0000-4300 | 98.95 |
| | | | 090415 | | SURFACE ACCESSOR - DOCKING STA 001-420-0000-4300 | 153.29 |
| | | | 090415 | | HARD DRIVE REPLACEMENT 001-420-0000-4300 | 55.83 |
| | | | 090415 | | LEAGUE OF CA CITIES ANNUAL CONF 001-101-0101-4370 | 1,446.35 |
| | | | 090715 | | USB MODEMS 041-320-3661-4450 | 9.99 |
| | | | | | 043-390-0000-4300 | 9.99 |
| | | | 090715 | | SURFACE ACCESSOR - MONITOR 001-420-0000-4300 | 189.03 |
| | | | 090715 | | 5K RACE ADVERTISEMENT 017-420-1395-4260 | 203.36 |
| | | | 090915 | | SPEAKERS 001-310-0000-4300 | 26.42 |
| | | | 090915 | | HEALTHY SF STAFF SHIRTS 017-420-1395-4300 | 450.74 |
| | | | | | 001-420-0000-4300 | 450.74 |
| | | | 091015 | | GFOA AWARD FEE 001-130-0000-4300 | 330.00 |
| | | | 091015 | | SPECIAL COUNCIL MEETING DINNER 001-101-0000-4300 | 48.12 |
| | | | 091415 | | NRPA CONFERENCE - LODGING 001-420-0000-4370 | 155.68 |
| | | | 091415 | | WEB HOSTING - SEPT 2015 001-190-0000-4260 | 169.00 |
| | | | 83115 | | USB FLASH DRIVE 001-135-0000-4300 | 24.08 |
| | | | | | Total : | 6,620.87 |
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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 111314 | 9/21/2015 | 889037 AT&T MOBILITY | 875587443 | | MODEM FOR MESSAGE BOARD 001-310-0000-4220 | 64.50 |
| | | | | | Total : | 64.50 |
| 111315 | 9/21/2015 | 889287 UNITED TRUCK CENTERS | 208371M | | RADIATOR - WA8196 070-383-0000-4400 | 1,054.58 |
| | | | | | Total : | 1,054.58 |
| 111316 | 9/21/2015 | 889328 FIRST TRANSIT, INC. | 11124011 | | MCT - JULY 2015 007-313-0000-4260 | 43,722.97 |
| | | | | | Total : | 43,722.97 |
| 111317 | 9/21/2015 | 889421 LOPEZ, ANTONIO G | REIMB. | | REIMB OF PARKING FEES -SCAG MEE' 001-101-0109-4380 | 12.00 |
| | | | | | Total : | 12.00 |
| 111318 | 9/21/2015 | 889467 YOUNGBLOOD & ASSOCIATES | 1819A 1822A | | POLYGRAPH EXAMINATION 001-222-0000-4260 POLYGRAPH EXAMINATION 001-222-0000-4260 | 200.00 200.00 |
| | | | | | Total : | 400.00 |
| 111319 | 9/21/2015 | 889473 GUTIERREZ, MIRIAM | TRAVEL | | CCAC WORKSHOP TRAINING ON 10/08 001-115-0000-4370 | 83.60 |
| | | | | | Total : | 83.60 |
| 111320 | 9/21/2015 | 889532 GILMORE, REVA A. | 08/22/15 - 09/04/15 | | FOOD SERVICE MANAGER 115-422-3750-4270 115-422-3752-4270 | 546.00 91.00 |
| | | | | | Total : | 637.00 |
| 111321 | 9/21/2015 | 889533 MARTINEZ, ANITA | 08/22/15 - 09/04/15 | | FOOD SERVICE INTAKE CLERK-C1 115-422-3750-4270 | 180.00 |
| | | | | | Total : | 180.00 |
| 111322 | 9/21/2015 | 889535 GOMEZ, GILBERT | 08/22/15 - 09/04/15 | | HDM DRIVER 115-422-3752-4270 115-422-3752-4390 | 180.00 52.00 |
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| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
| 111322 | 9/21/2015 | 889535 889535 GOMEZ, GILBERT | (Continued) | | | Total : 232.00 |
| 111323 | 9/21/2015 | 889627 VERIZON CONFERENCING | Z5540444 | | CONFERENCE CALLS - AUG 2015 001-190-0000-4220 | 2.12 |
| | | | | | Total : | 2.12 |
| 111324 | 9/21/2015 | 889680 JIMENEZ LOPEZ, JUAN MANUEL | AUG 2015 | | MMAP INSTRUCTOR 109-424-3638-4260 | 800.00 |
| | | | | | Total : | 800.00 |
| 111325 | 9/21/2015 | 889681 VILLALPANDO, MARIA | 08/22/15-09/04/15 | | FOOD SERVICE WORKER 115-422-3750-4270 115-422-3752-4270 | 225.00 45.00 |
| | | | | | Total : | 270.00 |
| 111326 | 9/21/2015 | 889794 CUELLAR, JULIE | AUG 2015 | | COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111 | 50.00 |
| | | | | | Total : | 50.00 |
| 111327 | 9/21/2015 | 889913 BALLIN, SYLVIA | TRAVEL | | LEAGUE OF CA CITIES ANNUAL CONF 001-101-0101-4370 | 549.16 |
| | | | | | Total : | 549.16 |
| 111328 | 9/21/2015 | 890004 PACIFIC TELEMAGEMENT SERVICE | 77857 | | PD PAY PHONE - NOV 2015 001-190-0000-4220 | 62.64 |
| | | | | | Total : | 62.64 |
| 111329 | 9/21/2015 | 890095 O'REILLY AUTO PARTS | 4605-153308 4605-155549 4605-156442 4605-156625 4605-156642 4605-156733 | | AIR FILTERS 041-1215 FAN ASSEMBLY 041-1215 HOOD SUPPORTS - PW3030 041-320-0225-4400 SMALL TOOLS 041-320-0000-4340 AIR FILTERES RETURNED 041-1215 WIRE - PW0584 | 21.42 235.94 37.62 21.55 -21.42 |
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| 111329 | 9/21/2015 | 890095 O'REILLY AUTO PARTS | (Continued) | | 041-320-0370-4400 | 33.95 |
| | | | 4605-157490 | | KNOB FOR HEADLIGHTS - EL1657 | 17.94 |
| | | | | | 041-320-0370-4400 | 17.94 |
| | | | | | Total : | 347.00 |
| 111330 | 9/21/2015 | 890104 ABBA TERMITE & PEST CONTROL | 26359 | | BEEES REMOVED FROM PEPPER TREE | 95.00 |
| | | | | | 043-390-0000-4330 | 95.00 |
| | | | | | Total : | 95.00 |
| 111331 | 9/21/2015 | 890362 RTB BUS LINE | 15345 | | TRANSPORTATION FOR DAY CAMP TR | 1,196.00 |
| | | | 15357 | | 007-440-0443-4260 | 758.00 |
| | | | | | TRANSPORION FOR DAY CAMP TRIP | 758.00 |
| | | | | | 007-440-0443-4260 | 758.00 |
| | | | | | Total : | 1,954.00 |
| 111332 | 9/21/2015 | 890401 ENVIROGEN TECHNOLOGIES INC | 0007165-IN | 11254 | NITRATE REMOVAL SYSTEM LEASE - A | 7,174.70 |
| | | | | | 070-384-0000-4260 | 7,174.70 |
| | | | | | Total : | 7,174.70 |
| 111333 | 9/21/2015 | 890411 ARC DOCUMENT SOLUTIONS, LLC | 8250979 | | COPIES FOR BRAND BLVD WATER WIS | 300.57 |
| | | | | | 001-310-0000-4300 | 300.57 |
| | | | | | Total : | 300.57 |
| 111334 | 9/21/2015 | 890546 BARAJAS, CRYSTAL | AUG 2015 | | MMAP MENTOR INSTRUCTOR | 285.00 |
| | | | | | 109-424-3638-4260 | 285.00 |
| | | | | | Total : | 285.00 |
| 111335 | 9/21/2015 | 890584 POWERLINE BATTERY SPECIALIST | 10848 | | BATTERIES FOR HAND-HELD RADIOS | 161.22 |
| | | | | | 041-320-0000-4320 | 161.22 |
| | | | | | Total : | 161.22 |
| 111336 | 9/21/2015 | 890594 HEALTH AND HUMAN RESOURCE | 126419 | | EAP - SEPT 2015 | 235.30 |
| | | | | | 001-106-0000-4260 | 235.30 |
| | | | | | Total : | 235.30 |
| 111337 | 9/21/2015 | 890879 EUROFINs EATON ANALYTICAL, INC | L0221957 | | WATER ANALYSIS FOLDERS | 139.60 |
| | | | | | 070-384-0000-4260 | 139.60 |

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| 111337 | 9/21/2015 | 890879 EUROFINS EATON ANALYTICAL, INC | (Continued) | | | |
| | | | L0221963 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | L0221965 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | L0222005 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | L0229598 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | L0230296 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 900.00 |
| | | | L0230301 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | L0230302 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | L0230447 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 164.00 |
| | | | L0230452 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 164.00 |
| | | | L0230464 | | WATER ANALYSIS FOLDERS 070-384-0000-4260 | 139.60 |
| | | | | | Total : | 2,344.80 |
| 111338 | 9/21/2015 | 890897 EVAN BROOKS ASSOCIATES, INC | 15009-8 | 11229 | ENG DESIGN SERVICES FOR SAFE RC | |
| | | | | | 010-370-3636-4600 | 5,400.00 |
| | | | | | Total : | 5,400.00 |
| 111339 | 9/21/2015 | 890970 WEX BANK | 42065414 | | FUEL FOR FLEET | |
| | | | | | 041-320-0152-4402 | 729.48 |
| | | | | | 041-320-0221-4402 | 192.61 |
| | | | | | 041-320-0222-4402 | 254.67 |
| | | | | | 041-320-0224-4402 | 655.73 |
| | | | | | 041-320-0225-4402 | 4,553.59 |
| | | | | | 041-320-0226-4402 | 2.00 |
| | | | | | 041-320-0228-4402 | 643.18 |
| | | | | | 041-320-0311-4402 | 590.80 |
| | | | | | 041-320-0312-4402 | 200.67 |

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| 111339 | 9/21/2015 | 890970 WEX BANK | (Continued) | | 041-320-0320-4402 | 370.17 |
| | | | | | 041-320-0346-4402 | 110.03 |
| | | | | | 041-320-0370-4402 | 673.74 |
| | | | | | 041-320-0371-4402 | 121.15 |
| | | | | | 041-320-0390-4402 | 1,197.37 |
| | | | | | 041-320-0420-4402 | 4.00 |
| | | | | | 007-313-3630-4402 | 2,255.35 |
| | | | | | 027-344-0000-4402 | 114.89 |
| | | | | | 029-335-0000-4402 | 263.27 |
| | | | | | 070-381-0000-4402 | 18.03 |
| | | | | | 070-382-0000-4402 | 109.07 |
| | | | | | 070-383-0000-4402 | 1,216.22 |
| | | | | | 070-384-0000-4402 | 291.29 |
| | | | | | 072-360-0000-4402 | 578.11 |
| | | | | | Total : | 15,145.42 |
| 111340 | 9/21/2015 | 890996 REITAN, ROGER | 589960 | | SENIOR TRIP REFUND - SAN ANTONIO | |
| | | | | | 004-2384 | 50.00 |
| | | | | | Total : | 50.00 |
| 111341 | 9/21/2015 | 890998 TRUJILLO, RODOLFO | AUG 2015 | | COMMISSIONER'S REIMBURSEMENT | |
| | | | | | 001-310-0000-4111 | 50.00 |
| | | | | | Total : | 50.00 |
| 111342 | 9/21/2015 | 891121 RIVERA, NICOLE | AUG 2015 | | MMAP MENTOR INSTRUCTOR | |
| | | | | | 109-424-3638-4260 | 375.00 |
| | | | | | Total : | 375.00 |
| 111343 | 9/21/2015 | 891305 EATON CORPORATION | 42781309 | 11257 | EATON'S 5 KVA 9PX UPS AND 5 KVA | |
| | | | | | 001-135-0000-4500 | 8,902.35 |
| | | | | | Total : | 8,902.35 |
| 111344 | 9/21/2015 | 891329 MIKE'S TIRE MAN INC | 0040214 | | TIRES - PW7122 | |
| | | | | | 041-320-0370-4400 | 270.32 |
| | | | | | Total : | 270.32 |

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Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|------------------------------------|---------------------|-------|------------------------------------|-----------------|
| 111345 | 9/21/2015 | 891355 NAREZ, FABIAN | AUG 2015 | | MMAP MENTOR INSTRUCTOR | |
| | | | | | 109-424-3638-4260 | 285.00 |
| | | | | | Total : | 285.00 |
| 111346 | 9/21/2015 | 891377 REYES, JOSE | 08/22/15 - 09/04/15 | | HDM DRIVER | |
| | | | | | 115-422-3752-4270 | 180.00 |
| | | | | | 115-422-3752-4390 | 62.40 |
| | | | | | Total : | 242.40 |
| 111347 | 9/21/2015 | 891516 FLORES, MARIA E. | STALE DATED CK REPL | | STL DTD CK REPLACED - ZUMBA INSTI | |
| | | | | | 017-2140 | 60.00 |
| | | | | | Total : | 60.00 |
| 111348 | 9/21/2015 | 891542 MR "B" PRINTING INC. | 32755 | | SIGNICADE | |
| | | | | | 001-424-0000-4300 | 152.60 |
| | | | | | Total : | 152.60 |
| 111349 | 9/21/2015 | 891570 INNOVATIVE TELECOM. SYSTEMS | 1580 | 11255 | CITY HALL TELEPHONE SYSTEM UPGF | |
| | | | 1608 | | 001-190-0000-4300 | 6,995.00 |
| | | | | | CUTOVER @ 208 PARK AVE ON 08/26/1 | |
| | | | | | 001-190-0000-4260 | 230.00 |
| | | | | | Total : | 7,225.00 |
| 111350 | 9/21/2015 | 891587 ABLE MAILING INC. | 22803 | 11238 | WATER BILLS FULFILLMENT - SEPT BIL | |
| | | | | 11238 | 070-382-0000-4300 | 82.22 |
| | | | | | 072-360-0000-4300 | 82.21 |
| | | | 22804 | | ENVELOPE STORAGE - AUG 2015 | |
| | | | | | 070-382-0000-4300 | 12.50 |
| | | | | | 072-360-0000-4300 | 12.50 |
| | | | | | Total : | 189.43 |
| 111351 | 9/21/2015 | 891615 RELIABLE PROPERTIES | 070-2605 | | WTR INSTALL DEP REFUND-1001 ARR(C | |
| | | | | | 070-2605 | 3,235.00 |
| | | | | | Total : | 3,235.00 |
| 111352 | 9/21/2015 | 891622 FARMER BROTHERS | 62464732 | | BREAK ROOM SUPPLIES | |
| | | | | | 001-222-0000-4300 | 289.31 |

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Voucher List

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Bank code :bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-----------|----------------------------------|-------------|-------|---|-----------|
| 111352 | 9/21/2015 | 891622891622 FARMER BROTHERS | (Continued) | | Total : | 289.31 |
| 111353 | 9/21/2015 | 891653 SARGENT TOWN PLANNING | 15037 | 11143 | SAN FERNANDO TRANSIT ORIENTED [113-150-3673-4270 | 1,980.00 |
| | | | | | Total : | 1,980.00 |
| 111354 | 9/21/2015 | 891777 IRRIGATION EXPRESS | 15025552-00 | | TOOLS FOR SIDEWALK REPAIR | |
| | | | 15025613-00 | | 001-311-0000-4600 IRRIGATION REPAIRS | 249.13 |
| | | | 15025790-00 | | 043-390-0000-4300 MALL IRRIGATION REPAIR | 82.25 |
| | | | 15026760-00 | | 001-341-0000-4320 BRINE TANK WATER FEED LINE | 25.21 |
| | | | | | 070-384-0000-4330 | 129.30 |
| | | | | | Total : | 485.89 |
| 111355 | 9/21/2015 | 891796 BATTERY SYSTEMS INC | 2261825 | | SMALL BATTERIES | |
| | | | | | 041-320-0000-4300 | 68.45 |
| | | | | | Total : | 68.45 |
| 111356 | 9/21/2015 | 891860 CARL WARREN & COMPANY | 10016-10024 | | REIMBURSEMENT TO ITF ACCT (LIABIL | |
| | | | | | 006-1037 | 13,965.04 |
| | | | | | Total : | 13,965.04 |
| 111357 | 9/21/2015 | 891896 A CLASSY LIMOSINE SERVICE | 4632 | | SENIOR TRIP - LAX TRANSFER FOR NE | |
| | | | | | 004-2383 | 700.00 |
| | | | | | Total : | 700.00 |
| 111358 | 9/21/2015 | 891965 OFFICE LAND | 29255 | | PRINTER REPAIR | |
| | | | | | 072-360-0000-4290 | 44.38 |
| | | | | | 070-381-0000-4320 | 44.39 |
| | | | | | 027-344-0000-4320 | 44.38 |
| | | | | | Total : | 133.15 |
| 111359 | 9/21/2015 | 891973 COLFIN A1-CA 5 LLC | 52-3642-02 | | WATER ACCT REFUND - 1627 LUCAS | |
| | | | | | 070-2010 | 96.69 |
| | | | | | Total : | 96.69 |

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|----------------------|-----------|----------------------------------|--------------|------|--|----------|--|
| 09/17/2015 2:30:25PM | | CITY OF SAN FERNANDO | | | | | |
| Bank code : | | bank | | | | | |
| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount | |
| 111360 | 9/21/2015 | 891974 GONZALEZ, CATARINO | 52-3642-01 | | WATER ACCT REFUND - 1627 LUCAS 070-2010 | 40.26 | |
| | | | | | Total : | 40.26 | |
| 111361 | 9/21/2015 | 891975 HERNANDEZ, JIMMY | 50-1760-06 | | WATER ACCT REFUND - 2048 CHIVERS 070-2010 | 71.07 | |
| | | | | | Total : | 71.07 | |
| 111362 | 9/21/2015 | 891976 ARROYO, ROSAURA | 62-3012-05 | | WATER ACCT REFUND - 514 FERMOOF 070-2010 | 16.18 | |
| | | | | | Total : | 16.18 | |
| 111363 | 9/21/2015 | 891977 PACIFIC WALNUT CENTER | 33-2025-04 | | WATER ACCT REFUND - 1108 SF RD 070-2010 | 129.89 | |
| | | | | | Total : | 129.89 | |
| 111364 | 9/21/2015 | 891978 NOW IMAGE PRINTING | 31-1450-02 | | WATER ACCT REFUND - 1116 SECOND 070-2010 | 37.01 | |
| | | | | | Total : | 37.01 | |
| 111365 | 9/21/2015 | 891979 FLESCHLER, SYGMUND | 33-0755-06 | | WATER ACCT REFUND - 710 PICO 070-2010 | 28.67 | |
| | | | | | Total : | 28.67 | |
| 111366 | 9/21/2015 | 891980 SANDOVAL, KRISSIA | PERMIT #3890 | | BANNER REFUND 001-3730-0000 | 55.00 | |
| | | | | | Total : | 55.00 | |
| 111367 | 9/21/2015 | 891981 VARELA, MARIA | 321426 | | SENIOR TRIP REFUND - VIEJAS CASIN 004-2384 | 10.00 | |
| | | | | | Total : | 10.00 | |
| 111368 | 9/21/2015 | 891982 MARQUEZ, MARIA D. | 321427 | | SENIOR TRIP REFUND - VIEJAS CASIN 004-2384 | 20.00 | |
| | | | | | Total : | 20.00 | |
| 111369 | 9/21/2015 | 891983 ANGRY CHEF KITCHEN REPAIR | 2772 | | INMATE MEAL OVEN CLEANED & CALL 001-222-0000-4320 | 220.00 | |

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CITY OF SAN FERNANDO

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|-------------------------------|--------|----------------------------------|-------------|---------------------|-----------------------------|
| 111369 | 9/21/2015 | 891983 | 891983 ANGRY CHEF KITCHEN REPAIR | (Continued) | | Total : 220.00 |
| 117 | Vouchers for bank code : bank | | | | | Bank total : 661,669.46 |
| 117 | Vouchers in this report | | | | | Total vouchers : 661,669.46 |

Voucher Registers are not final until approved by Council.

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CITY OF SAN FERNANDO

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|--------------------------|--------|-----------------------------|------|---------------------|-------------------------------|
| 111049 | 8/27/2015 | 103648 | 103648 CITY OF SAN FERNANDO | | (Continued) | Total : 474,773.28 |
| 12 | Vouchers for bank code : | | bank | | | Bank total : 1,185,482.38 |
| 12 | Vouchers in this report | | | | | Total vouchers : 1,185,482.38 |

Voucher Registers are not final until approved by Council.

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CITY OF SAN FERNANDO

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|----------|-------------------------------|-------------|------|--|----------------|
| 110878 | 8/5/2015 | 100346 BELDEN, KENNETH MILES | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 121.64 |
| | | | | | Total : | 121.64 |
| 110879 | 8/5/2015 | 100916 DEIBEL, PAUL | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 16.13 |
| | | | | | Total : | 16.13 |
| 110880 | 8/5/2015 | 101044 ELEY, JEFFREY | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 120.53 |
| | | | | | Total : | 120.53 |
| 110881 | 8/5/2015 | 101440 HALCON, ERNEST | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 121.64 |
| | | | | | Total : | 121.64 |
| 110882 | 8/5/2015 | 101466 HARVEY, DEVERY MICHAEL | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 295.54 |
| | | | | | Total : | 295.54 |
| 110883 | 8/5/2015 | 101694 JACOBS, ROBERT | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 121.64 |
| | | | | | Total : | 121.64 |
| 110884 | 8/5/2015 | 101926 LILES, RICHARD | AUGUST 2015 | | CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127 | 67.86 67.85 |
| | | | | | Total : | 135.71 |
| 110885 | 8/5/2015 | 102126 MARTINEZ, MIGUEL | AUGUST 2015 | | CALPERS HEALTH REIMB 070-180-0000-4127 | 8.61 |
| | | | | | Total : | 8.61 |
| 110886 | 8/5/2015 | 102473 ORDELHEIDE, ROBERT | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 258.48 |
| | | | | | Total : | 258.48 |

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|----------|----------------------------|-------------|------|---|---------------|
| 110887 | 8/5/2015 | 102864 RIVETTI, DOMINICK | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 148.50 |
| | | | | | Total : | 148.50 |
| 110888 | 8/5/2015 | 103220 SOMERVILLE, MICHAEL | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 120.53 |
| | | | | | Total : | 120.53 |
| 110889 | 8/5/2015 | 891013 BRUNWIN, HERBERT | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 16.13 |
| | | | | | Total : | 16.13 |
| 110890 | 8/5/2015 | 891021 GUIZA, JENNIE | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 16.13 |
| | | | | | Total : | 16.13 |
| 110891 | 8/5/2015 | 891027 LOCKETT, JOANN | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 16.13 |
| | | | | | Total : | 16.13 |
| 110892 | 8/5/2015 | 891028 MANTHEY, DONALD | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 145.37 |
| | | | | | Total : | 145.37 |
| 110893 | 8/5/2015 | 891031 ORTEGA, JIMMIE | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 16.13 |
| | | | | | Total : | 16.13 |
| 110894 | 8/5/2015 | 891032 OTREMBE, EUGENE | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 58.58 |
| | | | | | Total : | 58.58 |
| 110895 | 8/5/2015 | 891033 POLLOCK, CHRISTINE | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 89.82 |
| | | | | | Total : | 89.82 |
| 110896 | 8/5/2015 | 891352 HADEN, SUSANNA | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 6.62 |

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CITY OF SAN FERNANDO

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---|----------|------------------------------|-------------|------|---|----------------------------------|
| 110896 | 8/5/2015 | 891352 891352 HADEN, SUSANNA | (Continued) | | | Total : 6.62 |
| 110897 | 8/5/2015 | 891354 RAMIREZ, ROSALINDA | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 3.31 |
| | | | | | Total : | 3.31 |
| 110898 | 8/5/2015 | 891866 KNIGHT, DONNA | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 51.00 |
| | | | | | Total : | 51.00 |
| 110899 | 8/5/2015 | 891918 HARTWELL, BRUCE | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 221.00 |
| | | | | | Total : | 221.00 |
| 22 Vouchers for bank code : bank | | | | | | Bank total : 2,109.17 |
| 22 Vouchers in this report | | | | | | Total vouchers : 2,109.17 |

Voucher Registers are not final until approved by Council.

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HANDWRITTEN CHECKSvchlist
08/04/2015 4:34:03PMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|----------|----------------------------|-------------|------|--|-----------------------|
| 110850 | 8/4/2015 | 100306 BARNARD, LARRY | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 94.35 94.35 |
| 110851 | 8/4/2015 | 100642 CASTRO, RICO | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 336.03 336.03 |
| 110852 | 8/4/2015 | 100913 DECKER, CATHERINE | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 070-180-0000-4127 | 32.26 32.26 |
| 110853 | 8/4/2015 | 100995 DRAKE, MICHAEL | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 070-180-0000-4127 072-180-0000-4127 | 8.07 8.06 16.13 |
| 110854 | 8/4/2015 | 100996 DRAKE, JOYCE | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 204.87 204.87 |
| 110855 | 8/4/2015 | 101538 HOUGH, RAY | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 32.26 32.26 |
| 110856 | 8/4/2015 | 101933 LITTLEFIELD, LESLEY | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 32.26 32.26 |
| 110857 | 8/4/2015 | 102206 MILLER, WILMA | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 16.13 16.13 |
| 110858 | 8/4/2015 | 102232 MIURA, HOWARD | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 16.13 16.13 |

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CITY OF SAN FERNANDO

Page: 2

Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|----------|-------------------------------|-------------|------|---|------------------|
| 110859 | 8/4/2015 | 102569 PARKS, ROBERT | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 120.53 120.53 |
| 110860 | 8/4/2015 | 103175 SKOBIN, ROMELIA | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 134.62 134.62 |
| 110861 | 8/4/2015 | 103394 TORRES, RACHEL | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 16.13 16.13 |
| 110862 | 8/4/2015 | 103643 WEDDING, JERRY | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 32.26 32.26 |
| 110863 | 8/4/2015 | 103727 WYSBEEK, DOUDE | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 16.13 16.13 |
| 110864 | 8/4/2015 | 103737 YNIGUEZ, LEONARD | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 145.37 145.37 |
| 110865 | 8/4/2015 | 891010 MAERTZ, ALVIN | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 388.60 388.60 |
| 110866 | 8/4/2015 | 891011 APODACA-GRASS, ROBERTA | AUGUST 2015 | | CALPERS HEALTH REIMB 001-180-0000-4127 | 32.26 32.26 |
| 110867 | 8/4/2015 | 891014 CREEKMORE, CASIMIRA | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 16.13 16.13 |
| 110868 | 8/4/2015 | 891016 DEATON, MARK | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 070-180-0000-4127 | 135.71 |

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CITY OF SAN FERNANDO

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Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|----------|----------------------------|-------------|------|---|--------|
| 110868 | 8/4/2015 | 891016 891016 DEATON, MARK | (Continued) | | Total : | 135.71 |
| 110869 | 8/4/2015 | 891017 ELDRIDGE, WANDA | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 16.13 |
| | | | | | Total : | 16.13 |
| 110870 | 8/4/2015 | 891020 GLASGOW, ROBERT | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 62.53 |
| | | | | | Total : | 62.53 |
| 110871 | 8/4/2015 | 891023 HATFIELD, JAMES | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 58.58 |
| | | | | | Total : | 58.58 |
| 110872 | 8/4/2015 | 891024 HOOKER, RAYMOND | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 61.93 |
| | | | | | Total : | 61.93 |
| 110873 | 8/4/2015 | 891034 RAMSEY, JAMES | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 275.12 |
| | | | | | Total : | 275.12 |
| 110874 | 8/4/2015 | 891035 SHERWOOD, NINA | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 29.29 |
| | | | | | Total : | 29.29 |
| 110875 | 8/4/2015 | 891036 WATT, DAVID | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 32.26 |
| | | | | | Total : | 32.26 |
| 110876 | 8/4/2015 | 891037 WEBB, NANCY | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 137.56 |
| | | | | | Total : | 137.56 |
| 110877 | 8/4/2015 | 891038 WAITE, CURTIS | AUGUST 2015 | | HEALTH INSURANCE BENEFITS/AL 001-180-0000-4127 | 91.22 |
| | | | | | Total : | 91.22 |

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Bank code : bank

| Voucher | Date | Vendor | Invoice | PO # | Description/Account | Amount |
|---------|------|-------------------------------|---------|------|---------------------|----------|
| 28 | | Vouchers for bank code : bank | | | Bank total : | 2,582.78 |
| 28 | | Vouchers in this report | | | Total vouchers : | 2,582.78 |

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: September 21, 2015

Subject: Consideration to Approve a Memorandum of Understanding (MOU) with the San Fernando Management Group and Adopt a Resolution Implementing the Employer Paid Member Contribution Provisions of the Proposed MOU

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (Attachment "A" – Contract No. 1796) between the City of San Fernando and the San Fernando Management Group for a three-year term (July 1, 2015 through June 30, 2018);
- b. Adopt Resolution No. 7699 (Attachment "B") implementing increased Employer Paid Member Contributions with the San Fernando Management Group; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. In December 2009, the City and San Fernando Management Group (SFMG) executed a three-year Memorandum of Understanding (MOU) for the term of July 1, 2009 through June 30, 2012 (Contract No. 1631), which included all Department Head classifications.
2. In October 2011, the City and SFMG executed a Side Letter Agreement (Contract No. 1631a) to amend the existing MOU to increase unit employee's contribution toward their retirement benefits to 50% of the employee contribution and eliminate tuition reimbursement for the fiscal year 2011-2012.
3. In September 2012, the City and SFMG executed Side Letter Agreement (Contract No. 1631b) extending the terms of the existing MOU through June 30, 2014 and capping the

Consideration to Approve a Memorandum of Understanding (MOU) with the San Fernando Management Group and Adopt a Resolution Implementing the Employer Paid Member Contribution Provisions of the Proposed MOU

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City's contribution for medical insurance for active employees and retirees at the cost of the highest HMO plan for the Los Angeles Area Region.

4. In September 2012, the City and SFMG executed a Side Letter Agreement (Contract No. 1631c) to memorialize both parties' intent to neither abrogate nor otherwise modify any current retiree's vested health insurance benefits under the existing MOU.
5. In June 2013, the City and SFMG executed a Side Letter Agreement (Contract No. 1631d) agreeing to eighteen (18) furlough days between July 1, 2013 and March 31, 2014.
6. In July 2013, the City adopted Ordinance 1627 which changed the City's form of government from a City Administrator form of government to the City Manager form of government. Included in that Ordinance is a definition of "Department Heads" that identifies department heads as not being members of a bargaining unit.
7. In June 2014, the City and SFMG executed a Side Letter Agreement (Contract No. 1631e) extending the terms of the existing MOU through June 30, 2015.
8. In March 2015, the City and SFMG met to begin negotiations for a new MOU.
9. This item was originally presented to City Council on September 8, 2015 and was held to September 21, 2015 to get additional information from the City Attorney.

ANALYSIS:

The San Fernando Police Officers Association, San Fernando Management Group (SFMG), San Fernando Police Civilians Association, and San Fernando Part-time Employees Association all have MOUs that expire on June 30, 2015. During the negotiations for these groups, two of the City's primary objectives have been reducing the City's overall exposure to health care premiums for existing employees, either by introducing some level of cost sharing or limiting the exposure through a cafeteria style health care benefit, and limiting the growing future liability exposure for retiree health benefits.

As previously mentioned, the MOU with SFMG has been in effect since July 2009. With the expiration of the current MOU, and in accordance with Ordinance 1627 adopted in July 2013, the Department Heads were removed from the MOU with SFMG and the salary and benefit package for Department Heads was adopted by Resolution (Resolution No. 7692) rather than through a MOU. Consequently, there are currently only two management employees in SFMG.

Consideration to Approve a Memorandum of Understanding (MOU) with the San Fernando Management Group and Adopt a Resolution Implementing the Employer Paid Member Contribution Provisions of the Proposed MOU

Page 3 of 4

After a number of meetings, the City and SFMG have tentatively agreed to a new MOU (Attachment A) that addresses some of the City's long-term issues (i.e. introduces a cafeteria style health insurance system for existing employees, and converts the retiree health program for employees hired after July 1, 2015 to a defined contribution plan) while providing modest compensation to employees.

The most significant terms are highlighted below:

1. Three-year MOU covering the period July 1, 2015 through June 30, 2018;
2. Effective January 1, 2016, Management Leave for unit employees will be reduced from 120 hours per year to 80 hours per year;
3. Cost of Living Adjustments;
 - Year 1: 2.0%
 - Year 2: 1.0%
 - Year 3: 2.0%
4. Increase City's Employer Paid Member Contribution for CalPERS retirement benefits;
 - Year 1: Increase by 2.0%
 - Year 2: Increase by 2.0%
 - Year 3: No increase
5. Implement a full flex cafeteria plan for all active employees. Unit employees shall receive a monthly flex dollar allowance (see table below) to purchase medical, dental and vision benefits offered through the City's insurance plans. In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction;

| | January 1, 2016 | January 1, 2017 | January 1, 2018 |
|-----------------------|------------------------|------------------------|------------------------|
| Opt Out: | \$ 750 | \$ 765 | \$ 780 |
| Employee only: | \$ 750 | \$ 765 | \$ 780 |
| Employee + 1: | \$ 1,300 | \$ 1,325 | \$ 1,350 |
| Family: | \$ 1,750 | \$ 1,785 | \$ 1,820 |

6. Implement new Tier of retiree health care benefits for new unit employees hired after July 1, 2015. After meeting vesting requirements (i.e. 10 years), new employees will receive the minimum benefits allowed by PERS, which is currently \$122 per month;

Consideration to Approve a Memorandum of Understanding (MOU) with the San Fernando Management Group and Adopt a Resolution Implementing the Employer Paid Member Contribution Provisions of the Proposed MOU

Page 4 of 4

7. New employees that are only eligible for the minimum retiree health benefits will receive \$100/month in a Retiree Medical Trust or Retiree Health Savings Plan, to be established in the coming fiscal year; and
8. Reclassify Administrative Analyst position to Management Analyst to reflect increased duties and responsibilities.

BUDGET IMPACT:

The total annual net additional cost of the proposed MOU is outlined in the table below:

| Fiscal Year | General Fund | Retirement Fund |
|---------------------------|---------------------|------------------------|
| 2015-2016 | \$ 8,669 | \$ 920 |
| 2016-2017 Additional Cost | \$ 5,175 | \$ 2,320 |
| 2017-2018 Additional Cost | \$ 4,800 | \$ 550 |

The largest impact to the General Fund is in the first two years of the contract due primarily to the conversion to a cafeteria style health plan; however, due to the capped increase in health care costs to the City resulting from a cafeteria style plan, General Fund expenses decrease in the outer years. Sufficient contingency funds are included in the fiscal year 2015-2016 Adopted Budget to cover the first year of the MOU.

CONCLUSION:

Staff believes the proposed MOU between the City and SFMG represents a balanced agreement that provides fair compensation to SFMG employees in exchange for concessions that will limit the City's long term health care exposure and improve the City's long-term stability.

ATTACHMENTS:

- A. Contract No. 1796
- B. Resolution No. 7699

MEMORANDUM OF UNDERSTANDING (MOU)

**San Fernando
Management Group
(SFMG)**



**City of San Fernando
(City)**

MOU TERM

July 1, 2015 – June 30, 2018

CITY CONTRACT NO.

ADOPTION DATE

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ARTICLE 1 INTRODUCTION**1.01 PREAMBLE**

This contract (hereinafter referred to as “Memorandum of Understanding” or “MOU”) is entered into by and between employee and staff representatives of the Service Employees International Union (SEIU), Local 721, San Fernando Management Group (hereinafter referred to as “SFMG, SEIU/Local 721”) and representatives of the City Council of the City of San Fernando (hereinafter referred to as “City”). This MOU has, as its purpose, the promotion of fair and harmonious relations between the City and SFMG, SEIU/Local 721 and its members, the establishment of a fair, just, equitable, and peaceful procedure for the resolution of problems and differences, and the establishment of wages, hours and working conditions and other conditions of employment that, in any way, affect the employees within this bargaining unit.

1.02 RECOGNITION

The City recognizes the San Fernando Management Group as the exclusive bargaining representative of the employees in this unit, subject to the right of an employee to self-representation. The term “unit employee” or “unit employees” is used to refer to those employees in the following classifications: Administrative Analyst, Management Analyst and Personnel Manager, and such other classifications as may, from time to time, be added to the unit by the City.

1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU constitutes an agreement and joint recommendation for approval by the City Council and the general membership of SFMG, SEIU/Local 721. This MOU shall be binding upon the parties, whenever the following conditions are met:

1. SFMG, SEIU/Local 721 has notified the City Council that its members have formally approved this contract in its entirety; and
2. The City Council has approved this MOU in its entirety.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, such ordinance, rule, regulation, etc. will provide for an effective date the same as provided for in this MOU or make other equivalent provisions therefore.

Except as specifically provided herein, the parties (SFMG, SEIU/Local 721 and representatives of the City) to this MOU do not waive their rights to meet and confer in good faith during the term of this MOU with respect to any other matters within the scope of the meet and confer process.

MOU: SFMG (2015-2018)Page 5 of 16

ARTICLE 2 TERM**2.01 TERM**

This MOU shall be effective beginning 12:00 a.m. on July 1, 2015, and shall terminate at 11:59 p.m. on June 30, 2018.

Either party (SFMG, SEIU/Local 721 or Representatives of the City) to this agreement wishing to negotiate a successor MOU shall deliver to the other party by April 1, 2018, a formal proposal to reopen negotiations along with a list of negotiable working conditions proposed for meeting and conferring.

ARTICLE 3 CITY RIGHTS**3.01 CITY RIGHTS**

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the method, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers, and authority.

ARTICLE 4 EMPLOYEE RIGHTS**4.01 EMPLOYEE RIGHTS**

Employees of the City shall have the right to form, join, and participate in the activities of the employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of the exercise of these rights.

MOU: SFMG (2015-2018)Page 6 of 16

ARTICLE 5 SALARY**5.01 COST OF LIVING ADJUSTMENT/EQUITY ADJUSTMENTS**

The base salary for each represented unit classification shall be adjusted as follows:

- Effective on the first day of the first pay period beginning after July 1, 2015 (i.e. July 11, 2015), the base salary for each represented unit classification shall be increased by two percent (2.0%).
- Effective on the first day of the first pay period beginning after July 1, 2016, the base salary for each represented unit classification shall be increased by one percent (1.0%).
- Effective on the first day of the first pay period beginning after July 1, 2017, the base salary for each represented unit classification shall be increased by two percent (2.0%).

5.02 DEFINITIONS

As used in this MOU, "Base Salary" means the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pays and non-cash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act.

5.03 CALCULATION OF BENEFITS

If applicable, benefits that are percentage of base salary will be applied to the employee's base salary only. If an employee is entitled to multiple percentage based benefits, each benefit will be calculated against base salary independently (i.e., benefits will not be compounded).

ARTICLE 6 LONGEVITY PAY**6.01 LONGEVITY**

1. The City shall continue to pay longevity to unit employees that have completed 10 years of service from date of hire, an additional 3% above the base salary step for each employee.
2. The City shall continue to pay longevity to unit employees that have completed 20 years of service from date of hire, a total of 4% over and above the base salary.
3. The City shall continue to pay longevity to unit employees that have completed 30 years of service from date of hire, a total of 5% over and above the base salary.

MOU: SFMG (2015-2018)Page 7 of 16

Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

ARTICLE 7 BILINGUAL PAY**7.01 BILINGUAL**

The City shall provide Bilingual Pay in the amount of \$100 per month to employees that satisfy the following conditions:

1. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and
2. The employee is required, in the normal course of his/her duties, to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

ARTICLE 8 EMPLOYEE AND RETIREE INSURANCE BENEFITS**8.01 MEDICAL, DENTAL, AND VISION INSURANCE FOR ACTIVE EMPLOYEES**

The City contracts with the California Public Employees' Retirement System (PERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment. The City will contribute the Public Employee's Medical and Hospital Care Act (PEMHCA) statutory minimum on behalf of each participant in the program. A participant is defined as:

1. An enrolled employee and eligible dependents;
2. An enrolled retiree and eligible dependents; and
3. A surviving annuitant.

The City shall implement a full flex cafeteria plan in accordance with IRS Code Section 125 for all active employees. Unit employees shall receive a monthly flex dollar allowance to purchase medical, dental and vision benefits offered through the City's insurance plans.

MOU: SFMG (2015-2018)

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The monthly flex dollar allowance, inclusive of the statutory PEMHCA minimum, shall be:

| | January 1, 2016 | January 1, 2017 | January 1, 2018 |
|-----------------------|------------------------|------------------------|------------------------|
| Opt Out: | \$750 | \$765 | \$780 |
| Employee only: | \$750 | \$765 | \$780 |
| Employee + 1: | \$1,300 | \$1,325 | \$1,350 |
| Family: | \$1,750 | \$1,785 | \$1,820 |

The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan and other supplementary products. After enrolling in a mandatory medical insurance plan, or opting out under the "Opt Out" provision below, the employee has the option to waive the other benefits and have the excess flex dollars converted to taxable income or purchase other supplementary products.

In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code Section 125.

If any other bargaining unit negotiates a flex dollar allowance that exceeds the amounts identified above, the City will adjust the flex dollar allowance for SFMG to match the higher flex dollar amount.

Opt Out

Unit employees may elect to discontinue participation in the PERS Health Plan medical insurance coverage ("Opt Out"). The intent of this provision is to share premium savings that the City will incur as a result of a unit employee canceling City coverage.

Unit employees electing to waive City medical insurance coverage for themselves and all eligible family members must provide proof of coverage through another (non-City) benefit plan (e.g., spouse's coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City's medical insurance plan.

Upon proof of other coverage, unit employees may elect to waive the City's medical insurance and use the above allotted single-party (Employee only) flex dollars toward other items in the full flex cafeteria plan or convert it to taxable income.

After electing to Opt Out, a unit employee who later requests to re-enroll under the City plan can only do so during the open enrollment period or after a qualifying event as permitted by the insurance carrier and Cafeteria Plan regulations.

For medical insurance plans, when a unit employee is the spouse of another benefited City employee, the affected employees shall have the option of:

MOU: SFMG (2015-2018)Page 9 of 16

- a. Each employee may elect a flex dollar amount of a single employee;
- b. One (1) employee may select a plan and list the spouse as a dependent under the two-party or family coverage, as applicable and the remaining employee may opt-out as outlined above.

8.02 MEDICAL INSURANCE FOR RETIREES

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a three (3) tier structure for retiree medical insurance. The City will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

1. Retiree Medical Tier I: Employees retired on or before June 30, 2015:
 - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employee and eligible dependents.
 - b. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Care plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or before June 30, 2015 and retire on or after July 1, 2015:
 - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan is selected by the employee for himself and eligible dependents, except PERS Care, if the most expensive.
3. Retiree Medical Tier III: Employees hired on or after July 1, 2015:
 - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum (currently \$122 per month for 2015).

8.03 RETIREE HEALTH SAVINGS ACCOUNT

Unit employees that are in Retiree Medical Tier III as described above will receive a contribution from the City of \$100 per month into a Retiree Medical Trust (RMT) or Retiree Health Savings (RHS) Plan, whichever is designated by the City. Any unit member may elect to contribute an additional amount to the RMT or RHS, at its option. The City will work to implement a RMT or RHS prior to June 30, 2016.

MOU: SFMG (2015-2018)Page 10 of 16

8.04 LIFE INSURANCE

The City shall continue to provide all unit employees with a \$50,000 Basic Life and AD&D insurance policy at no cost to the employee.

ARTICLE 9 RETIREMENT BENEFITS**9.01 RETIREMENT BENEFITS**

The City shall provide retirement benefits to eligible unit employees through the California Public Employees' Retirement System (CalPERS) as follows: The definition of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

First Tier: "Classic" members hired prior to November 12, 2005 will receive the 3% at 60, single highest year compensation retirement calculation.

Second Tier: "Classic" members hired on or after November 12, 2005 will receive the 2% at 55, final 36-month average compensation retirement calculation.

Third Tier: "New" members hired on or after January 1, 2013 will receive the 2% at 62, final 36-month average compensation retirement calculation.

In accordance with the existing contracts with CalPERS, the City shall continue to provide the following retirement benefits to unit employees:

- a. Fourth Level of 1959 Survivor Benefits for unit employees (Government Code Section 21574).
- b. 5% Cost of Living Allowance (COLA) for unit employees hired on or before November 12, 2005; and 3% COLA for unit employees hired after November 12, 2005 (Government Code Section 21335).
- c. Credit for unused sick leave for unit employees as per CalPERS guidelines (Government Code Section 20965).

9.02 EMPLOYER PAID MEMBER CONTRIBUTIONS

Effective upon CalPERS' approval of the necessary Resolutions, but not before the payroll period including July 1, 2015, the City shall pay 6.0% for First Tier CalPERS members and 5.5% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

MOU: SFMG (2015-2018)Page 11 of 16

Effective on the first day of the payroll period including July 1, 2016, the City shall pay 8.0% for First Tier CalPERS members and 7.0% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

The City's payments, above, shall be treated as a "pick up" of employee contributions pursuant to IRC 414(h)(2).

The City shall continue to report the value of the Employer Paid Member Contribution to CalPERS as compensation earnable on behalf of each employee, pursuant to California Government Code Section 20636(c)(4).

In accordance with PEPR, "New" CalPERS members shall pay, by pre-tax payroll deduction, the full employee contribution of 50% of the total normal cost.

ARTICLE 10 MANAGEMENT LEAVE

10.01 MANAGEMENT LEAVE

Management leave provides a means of compensation for hours worked by exempt employees beyond their normal work schedule. The City shall provide eighty (80) hours Management Leave per year credited each January 1. Management Leave must be used in the year earned and cannot be carried over from one calendar year to the next. Unused management leave hours will be cashed out in December of each year at the employee's current rate of pay. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

ARTICLE 11 ANNUAL LEAVE

11.01 ANNUAL LEAVE

Unit employees earn Annual Leave in lieu of vacation and sick leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll to payroll basis prorated in accordance with the following rates.

- 0 – 4 years of City service: 6.15 hours per pay period (160/year)
- 5 – 9 years of City service: 7.69 hours per pay period (200/year)
- 10 or more years of City service: 9.23 hours per pay period (240/year)

MOU: SFMG (2015-2018)Page 12 of 16

Unit employees who have pre-existing sick leave and/or vacation accrual balance shall convert sick leave to annual leave at the rate of one hour of sick leave to 0.5 hours of annual leave; and convert vacation to annual leave at the rate of one hour of vacation to one hour of annual leave.

Unit members may, at the employee's discretion, accrue up to eight hundred (800) hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

ARTICLE 12 HOLIDAY LEAVE**12.01 HOLIDAY LEAVE**

Each unit employee shall be entitled to the following holidays with pay (8 hours per holiday):

- | | |
|--------------------------------------|-----------------------------|
| (1) New Year's Day | (7) Labor Day |
| (2) Martin Luther King, Jr. Birthday | (8) Veteran's Day |
| (3) President's Day | (9) Thanksgiving Day |
| (4) Cesar Chavez's Birthday | (10) Day after Thanksgiving |
| (5) Memorial Day | (11) Christmas Day |
| (6) Independence Day | (12) Floating Holiday |

Floating holiday hours are credited each January 1 and must be used before December 30. Unused floating holiday hours are not carried forward.

ARTICLE 13 MODIFIED WORK SCHEDULE**13.01 MODIFIED WORK SCHEDULE**

Unit employees shall operate on a work schedule that allows an employee to work at least forty (40) hours during a work week, depending on their chosen work schedule, with various starting and ending times based upon the needs of the City. Unit employees shall not be required to charge their accrued leave time hours for payroll computation, provided at least forty (40) hours have been worked in that week.

MOU: SFMG (2015-2018)Page 13 of 16

ARTICLE 14 TUITION REIMBURSEMENT**14.01 TUITION REIMBURSEMENT**

The City shall reimburse unit employees for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two (2) years.

ARTICLE 15 MILEAGE REIMBURSEMENT**15.01 MILEAGE REIMBURSEMENT**

Unit employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

ARTICLE 16 ACTING PAY**16.01 ACTING PAY**

Unit employees who, by written assignment, perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be retroactive to the first day of said assignment, and at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

ARTICLE 17 DISCIPLINARY PROCEDURES**17.01 DISCIPLINARY PROCEDURES**

Those unit employees who are a part of the competitive service can only be disciplined under the disciplinary procedures set forth in Rule XV of the City of San Fernando Personnel Rules and Regulations.

MOU: SFMG (2015-2018)Page 14 of 16

ARTICLE 18 LAYOFFS**18.01 LAYOFFS**

Layoff of unit employees shall be done in compliance with City of San Fernando Personnel Rules and Regulations, Rule XIII.

ARTICLE 19 BEREAVEMENT LEAVE**19.01 BEREAVEMENT LEAVE**

Employees shall be permitted to use up to five (5) days paid days of bereavement leave following the death of an immediate family member and one (1) paid day following the death of an extended family member.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, child, spouse, sibling, or registered domestic partner as permitted by California law, or any person living in the household. Proof of residence may be required. "Parent" shall mean biological, foster, or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted, or foster child, stepchild, legal ward or a child of a person who has parent's rights.

For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

The City Manager may authorize additional days of leave for bereavement purposes on an as-needed basis.

ARTICLE 20 OTHER PROVISIONS**20.01 OTHER PROVISIONS**

The City will complete a Classification and Compensation study by June 30, 2016. Survey cities will be selected based on a number of criteria, including, but not limited to, population, types of service provided by staff, and relative size of budget. SFMG may submit a written request to re-open the MOU to discuss salary adjustments after the Classification and Compensation study is complete.

MOU: SFMG (2015-2018)Page 15 of 16

20.02 POSITION RECLASSIFICATION

In recognition of expanded duties and responsibilities, the City will reclassify the Administrative Analyst position to a Management Analyst position. In order to maintain equitable separation (i.e. a minimum of 5%) between the Administrative Analyst and Management Analyst positions, the salary range for Management Analyst (54M) will be increased by three tenths of one percent (0.3%).

ARTICLE 21 DEDUCTIONS**21.01 DEDUCTIONS**

The City agrees that if individual members of the bargaining unit authorize in writing the deduction from their pay checks of dues to SEIU Local 721, the monies deducted will be remitted to SEIU Local 721.

ARTICLE 22 PROVISIONS OF LAW AND SEVERABILITY**22.01 PROVISIONS OF LAW AND SEVERABILITY**

The parties agree that this MOU is subject to all current and future applicable federal, state, and local laws.

If any article, part, or provision of this MOU is in conflict with or inconsistent with applicable provisions of federal, state or local law or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such article, part, or provision thereof shall be suspended or superseded by such applicable law or regulation, and the remainder of the MOU shall not be affected thereby.

ARTICLE 23 GRIEVANCE PROCEDURES**23.01 GRIEVANCE PROCEDURES**

The City will process grievances in accordance with the City's established Personnel Rules.

ARTICLE 24 SIGNATURE PAGE

MOU: SFMG (2015-2018)Page 16 of 16

CITY OF SAN FERNANDO**SAN FERNANDO MANAGEMENT GROUP
(SFMG)**

| | |
|--------------|------|
| Joel Fajardo | Date |
| Mayor | |

| | |
|----------------|------|
| Michael Okafor | Date |
| SFMG Member | |

| | |
|--------------|------|
| Brian Saeki | Date |
| City Manager | |

| | |
|---------------|------|
| Kenneth Jones | Date |
| SFMG Member | |

| | |
|----------------|------|
| Renee Anderson | Date |
| SEIU Local 721 | |

ATTACHMENT "B"**RESOLUTION NO. 7699****A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SAN FERNANDO, CALIFORNIA, FOR EMPLOYER
PAID MEMBER CONTRIBUTIONS**

WHEREAS, the governing body of the City of San Fernando has the authority to implement Government Code Section 20691;

WHEREAS, the governing body of the City of San Fernando has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of San Fernando of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of San Fernando has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all employees of the San Fernando Management Group (SFMG), Service Employees International Union (SEIU) Local 721 (also referred to as "classic" miscellaneous members) that are under the 3% @ 60 and 2% @ 55 retirement formula. It does not apply to "new" members hired on or after January 1, 2013 that are under the 2% @ 62 retirement formula.
- This benefit shall consist of paying, as scheduled below, the following specified normal member contributions as EPMC:

For SFMG/SEIU Local 721 classic miscellaneous members under 3% @ 60 retirement formula, the City shall pay as follows:

Effective July 11, 2015: 6.0% of normal member contributions

Effective June 25, 2016: 8.0% of normal member contributions

For SFMG/SEIU Local 721 classic miscellaneous members under 2% @ 55 retirement formula, the City shall pay as follows:

Effective July 11, 2015: 5.5% of normal member contributions

Effective June 25, 2016: 7.0% of normal member contributions

- The effective date of this Resolution shall be July 11, 2015.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER that the governing body of the City of San Fernando elects to pay EPMC, as set forth above.

PASSED, APPROVED, AND ADOPTED this 21st day of September, 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 21st day of September, 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

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: September 21, 2015

Subject: Consideration to Approve a Side Letter of Agreement to the Existing Memorandum of Understanding (MOU) with the San Fernando Public Employees' Association and Adopt a Resolution Implementing the Employer Paid Member Contribution Provisions of the Proposed Side Letter

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the a Side Letter of Agreement (Attachment "A" – Contract No. 1624e) to the existing Memorandum of Understanding with the San Fernando Public Employees' Association;
- b. Adopt Resolution No. 7698 (Attachment "B") implementing cost sharing for Employer Paid Member Contributions with the San Fernando Public Employees' Association; and
- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. In July 2009, the City and San Fernando Police Employees' Association (SFPEA) executed a three year Memorandum of Understanding (MOU) for the term of July 1, 2009 through June 30, 2012 (Contract No. 1624).
2. In August 2012, the City and SFPEA executed a Side Letter Agreement (Contract No. 1624[a]) extending the MOU for the term of July 1, 2012 through June 30, 2014.
3. In August 2012, the City and SFPEA executed a Side Letter Agreement (Contract No. 1624[b]) to memorialize both parties' intent to neither abrogate nor otherwise modify any current retiree's vested health insurance benefits under the existing MOU.

Consideration to Approve a Side Letter of Agreement to the Existing Memorandum of Understanding (MOU) with the San Fernando Public Employees' Association and Adopt a Resolution Implementing the Employer Paid Member Contribution Provisions of the Proposed Side Letter

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4. In July 2013, the City and SFPEA executed another Side Letter Agreement (Contract No. 1624[c]) implementing 18 furlough days without pay in Fiscal Year 2013-2014.
5. In February 2015, the City and SFPEA executed another a Side Letter Agreement (Contract No. 1624[d]) extending the terms of the existing MOU through June 30, 2017 with a re-opener to discuss cost-of-living increases and benefits for new employees for FY 2015-2016 and FY 2016-2017.
6. In March 2015, the City and SFPEA met to begin negotiations to discuss the re-openers in their existing MOU.
7. This item was originally presented to City Council on September 8, 2015 and was held to September 21, 2015 to get additional information from the City Attorney.

ANALYSIS:

The San Fernando Police Officers' Association, San Fernando Management Group, San Fernando Police Civilians' Association, and San Fernando Part-time Employees Association all had MOUs that expired on June 30, 2015. Additionally, the San Fernando Public Employees' Association (SFPEA) has an existing MOU, which expires on June 30, 2017, that includes a re-opener to discuss salary for existing employees and retiree benefits for new employees.

Multi-year MOUs have been executed with SFPOA, SFPOA – Police Management Unit, SFPCA, and the Department Head group. The City is still in negotiations with SFMG.

After a number of meetings, the City and SFPEA have tentatively agreed to a Side Agreement to the existing MOU that addresses some of the City's long-term issues (i.e. converts the retiree health program for employees hired after July 1, 2015) while providing modest compensation to employees.

The Side Letter Agreement contains the following terms:

1. Cost of Living Adjustment;
 - Effective August 1, 2015: 1.0%
2. Increase City's Employer Paid Member Contribution for CalPERS retirement benefits;
 - Effective August 1, 2015: Increase by 2.0%

Consideration to Approve a Side Letter of Agreement to the Existing Memorandum of Understanding (MOU) with the San Fernando Public Employees' Association and Adopt a Resolution Implementing the Employer Paid Member Contribution Provisions of the Proposed Side Letter

Page 3 of 3

3. Implement new Tier of retiree health care benefits for new unit employees hired after July 1, 2015. After meeting vesting requirements (i.e. 10 years), new employees will receive the minimum benefits allowed by PERS, which is currently \$122 per month;
4. New employees that are only eligible for the minimum retiree health benefits will receive \$50/month in a Retiree Medical Trust or Retiree Health Savings Plan, to be established in the coming fiscal year;

BUDGET IMPACT:

The total annual additional cost of the proposed amendment to the MOU is outlined in the table below:

| Fiscal Year | General Fund/Enterprise Fund | Retirement Fund |
|--------------------|-------------------------------------|------------------------|
| 2015-2016 | \$35,600 | \$62,460 |

Sufficient contingency funds are included in the fiscal year 2015-2016 Budget to cover the first year of the MOU.

CONCLUSION:

Staff believes the proposed amendment to the existing MOU between the City and SFPEA provides fair compensation to SFPEA employees in exchange for concessions that will limit the City's long term retiree health care exposure and improve the City's long-term stability.

ATTACHMENTS:

- A. Contract No. 1624(e)
- B. Resolution No. 7698

ATTACHMENT "A"
CONTRACT NO. 1624(e)

**MEMORANDUM OF UNDERSTANDING EXTENSION
BETWEEN
THE CITY OF SAN FERNANDO
AND
SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION/
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

This side letter of agreement is by and between the CITY OF SAN FERNANDO ("City") and the SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION ("SFPEA")/SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 721 (collectively "Both Parties"), and is entered into with respect to the following:

WHEREAS, City and SFPEA have previously entered into a Memorandum of Understanding ("MOU") covering the period July 1, 2009 through June 30, 2012, which subsequently was extended by agreement to expire June 30, 2017; and

WHEREAS, the parties met and conferred concerning the re-opener provisions contained in Article 6.07 of the existing MOU.

NOW, THEREFORE, the Parties agree as follows:

1. Article 2.02 – Medical Insurance for Retirees

Effective upon approval of the necessary Resolution(s) by CalPERS, the City will create a three (3) tier structure for retiree medical insurance. The City will adopt a Resolution to implement a ten (10) year retiree medical insurance vesting schedule, pursuant to the provisions of California Government Code Section 22893.

1. Retiree Medical Tier I: Employees retired on or before June 30, 2015:
 - a. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employees and eligible dependents.
 - b. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Care plan, if the most expensive.
2. Retiree Medical Tier II: Employees hired on or before June 30, 2015 and retire on or after July 1, 2015:
 - a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan is selected by the employee for himself and eligible dependents, except PERS Care, if the most expensive.

3. Retiree Medical Tier III: Employees hired on or after July 1, 2015:

- a. If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum (currently \$122 per month for 2015).
- b. Unit employees that are in Retiree Medical Tier III will receive a contribution from the City of \$50 per month into a Retiree Medical Trust (RMT) or Retiree Health Savings (RHS) Plan, whichever is designated by the City. Any unit member may elect to contribute an additional amount to the RMT or RHS, at its option. The City will work to implement a RMT or RHS prior to June 30, 2016.

2. Article 3.02 – Employer Paid Member Contributions

Effective August 1, 2015, the City shall pay 6.0% for First Tier CalPERS members and 5.5% for Second Tier CalPERS members toward the employee's required CalPERS contribution.

3. Article 6.01 – Salary

Effective on the first day of the pay period including August 1, 2015, the base salary for each represented unit classification shall be increased by one percent (1.0%).

"Base Salary" means the salary classification, range, and step to which an employee is assigned. It excludes any additional allowances, special pays and non-cash benefits.

Dated: September 21, 2015

(SIGNATURE PAGE TO FOLLOW)

FOR CITY OF SAN FERNANDO:

| | |
|--------------|------|
| Brian Saeki | Date |
| City Manager | |

| | |
|-----------------------------------|------|
| Chris Marcarello | Date |
| Deputy City Manager/P.W. Director | |

| | |
|------------------|------|
| Nick Kimball | Date |
| Finance Director | |

FOR SFPEA/SEIU LOCAL 721:

| | |
|---------------------------|------|
| Frank Villalpando | Date |
| President/Bargaining Team | |

| | |
|---------------------------------|------|
| George Saldivar | Date |
| Vice President/Chief Negotiator | |

| | |
|----------------------------------|------|
| Richard De La Pena | Date |
| Sergeant of Arms/Bargaining Team | |

| | |
|-----------------|------|
| Joe Goss | Date |
| Bargaining Team | |

| | |
|-----------------|------|
| Rodrigo Mora | Date |
| Bargaining Team | |

| | |
|--------------------|------|
| Francisco Villalva | Date |
| Bargaining Team | |

| | |
|-------------------------------------|------|
| Renee Anderson | Date |
| SEIU Local 721/SFPEA Representative | |

ATTACHMENT "B"**RESOLUTION NO. 7698****A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SAN FERNANDO, CALIFORNIA FOR EMPLOYER
PAID MEMBER CONTRIBUTIONS**

WHEREAS, the governing body of the City of San Fernando has the authority to implement Government Code Section 20691;

WHEREAS, the governing body of the City of San Fernando has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of San Fernando of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of San Fernando has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all members of Service Employees International Union (SEIU) Local 721, San Fernando Public Employees' Association and employees designated as "Confidential" (also referred to as "classic" miscellaneous members) that are under the 3% @ 60 and 2% @ 55 retirement formula. It does not apply to "new" members hired on or after January 1, 2013 that are under the 2% @ 62 retirement formula.
- This benefit shall consist of paying, as scheduled below, the following specified normal member contributions as EPMC:

For SEIU/SFPEA members under 3% @ 60, the City shall pay as follows:

Effective August 1, 2015: 6.0% of normal member contributions

For SEIU/SFPEA members under 2% @ 55 retirement formula, the City shall pay as follows:

Effective August 1, 2015: 5.5% of normal member contributions

- The effective date of this Resolution shall be August 1, 2015.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER that the governing body of the City of San Fernando elects to pay EPMC, as set forth above.

PASSED, APPROVED, AND ADOPTED this 21st day of September, 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 21st day of September, 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

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ORDINANCE NO. 1645**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**

WHEREAS, the City of San Fernando (the “City”) may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, according to the United States Consumer Product Safety Commission, its study of fireworks injuries from 2014 between June 20 and July 20 revealed the following:

- Two hundred thirty people on average to the emergency every day with fireworks-related injuries in the month around the July 4th holiday;
- Sixty-seven percent of these fireworks injuries in 2014 occurred during the month surrounding July 4th;
- Nine people died due to eight fireworks-related incidents. In at least two incidents, the victims were not the users of the fireworks; and

WHEREAS, pursuant to the State Fireworks Law, Health and Safety Code section 12500, et seq, the City is authorized to regulate or prohibit the sale, use, or discharge of fireworks within its jurisdiction; and

WHEREAS, the possession of dangerous fireworks anywhere in California can be a misdemeanor or felony violation of Health and Safety Code section 12700 depending on the amount of dangerous fireworks in possession; and

WHEREAS, the City issues permits only the permitted public display of fireworks, pursuant to Division 2 of Article III San Fernando Municipal Code Chapter 38; and

WHEREAS, aside from the permitted public displays of fireworks in the City permitted under such Division 2, the sale, manufacture, transport, possession, discharge, and other acts involving fireworks are strictly prohibited; and

WHEREAS, the City recognizes that all fireworks, including those designated as “safe and sane,” may create potential hazards to the public’s health, safety, and general welfare; and

WHEREAS, in 2007, the California Legislature enacted Senate Bill 839 (“SB 839”) amending the State Fireworks Law to authorize local jurisdiction, as of January 1, 2008, to prohibit the possession of dangerous fireworks in the amount of twenty-five (25) pounds or less and to assess fines for the unlawful possession of twenty-five (25) pounds or less of fireworks; and

WHEREAS, Health and Safety Code section 12677 requires the Office of the State Fire Marshal to develop a model ordinance that permits local jurisdictions to adopt streamlined enforcement and administrative fine procedures related to the possession of 25 pounds or less of dangerous fireworks; and

WHEREAS, SB 839 mandates the amendment of any ordinance of a local jurisdiction in effect on or after January 1, 2008, that is related to dangerous fireworks to:

- Include provisions for cost reimbursement to the Office of the State Fire Marshal for the collection, transportation, and disposal costs associated with the disposal of dangerous fireworks;
- Provide that fines collected pursuant to the ordinance shall not be subject to the disbursement required by Health and Safety Code section 12706; and
- Limit the scope of the administrative penalty process to those situations where a person is found to be in possession of twenty-five (25) pounds or less of dangerous fireworks; and

WHEREAS, the City Council desires to safeguard the public health, safety, and welfare of its citizens; and

WHEREAS, the issue of fire prevention in the City is a serious and growing problem which threatens the health and safety of the City’s residents; and

WHEREAS, the City Council seeks to establish administrative fine amounts for violations of Article III of Chapter 38 of the San Fernando Municipal Code in accordance with the administrative fines set forth in the model ordinance developed by the Office of the State Fire Marshal; and

WHEREAS,
the City Council additionally seeks to impose liability on property owners for violations of Article III of Chapter 38 of the San Fernando Municipal Code occurring on their property and liability on every parent, guardian or other person, having legal care, custody or control of a minor, who knows or reasonably should know that a minor is in violation Article III of Chapter 38 of the San Fernando Municipal Code.

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

SECTION 1. The facts set forth in the recitals above are true and correct.

SECTION 2. Article III (Fireworks) of Chapter 38 (Fire Prevention and Protection) of the San Fernando Municipal Code is amended by the addition of Division 3 (Liability and Penalties for Fireworks Violations), which shall state all follows:

Division 3 – Liability and Penalties for Fireworks Violations

Sec. 38-101 Definitions.

Sec. 38-101 Definitions.

Sec. 38-102 Purpose and scope.

Sec. 38-103 Fine collection and state fire marshal reimbursement.

Sec. 38-104 Residential property owner liability.

Sec. 38-105 Administrative citations.

Sec. 38-106 Administrative fines.

Sec. 38-101 Definitions.

“Chief,” as used in this chapter, means Chief of the Los Angeles County Fire Department.

“Citee” means any person served with an administrative citation charging him or her as a responsible person for violation.

“Citation” means an administrative citation issued pursuant to this section to remedy a violation.

“Code Enforcement Officers,” (CEO) as used in this Division 3, mean those individuals defined in Section 1-32 (Arrests and citations) of the San Fernando Municipal Code and any City employee or agent of the City with the authority to enforce any provision of this San Fernando Municipal Code.

“Code” means the San Fernando Municipal Code.

“Director” means the City Manager or his or her designee.

“Hearing Officer” means the person appointed by the City Manager or his/her designee to serve as the hearing officer for administrative hearing hereunder.

“Issuance” or “Issued” means any of the following:

A. The preparation and service of an administrative fine citation to a citee in the same

manner as a summons in a civil action in accordance with Article III (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the California Code of Civil Procedures; or

- B. Mailing of administrative fine citation to the citee by certified mail with return receipt, to the address shown on the official records of the County Assessor; or
- C. By personally serving the responsible party by personal delivery of the administrative fine citation or by substituted service. Substituted service may be accomplished as follows:
 - 1. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by First Class Mail, postage pre-paid, a copy to the recipient at the address where the copy was left; or
 - 2. In the event the responsible party cannot be served by First Class Mail, postage pre-paid, or cannot be personally served by First Class Mail, postage pre-paid, or cannot be personally served and has a property manager or rental agency overseeing the premises, substituted service may be made upon the property manager or rental agency or may be affected by posting the property with the administrative fine citation and mailing a copy by First Class Mail, postage pre-paid, to the responsible party in violation at the address of the property where the violation exists.

"Person" means a natural person or a legal entity that is also an owner, tenant, lessee and/or other person with any right to possession or control of the property where a violation of Article III has occurred.

"Responsible person," as used in this Division 3, means a person who causes a violation of this Article III to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the county's latest equalized property taxes assessment rolls, and lessee of a residential parcel has notice of any violation existing on said property. For purposes of this Division 3, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of this article may be issued a citation in accordance with the provisions of this Division 3. Every parent, guardian or other person, having legal care, custody or control of any person under the age of 18 years, who knows or reasonably should know that a minor is in violation of this Article III, may be issued a citation in accordance with the provisions of this Division 3, in addition to any citation that may be issued to the offending minor.

"Violation or violates," means any violation of any provision of this Article III (Fireworks) of Chapter 38 (Fire Prevention and Protection) of the San Fernando Municipal Code.

Sec. 38-102 Purpose and scope.

- A. This Division 3 authorizes the imposition of administrative fines on any person who violates any provision of Article III in order to encourage and obtain compliance with the provisions of Article III for the benefit and protection of the entire community. This Section governs the imposition, enforcement, collection and administrative review of all administrative fines related to: the possession, use, storage, sale and/or display of those fireworks classified as “dangerous fireworks” in Health and Safety Code section 12500 et seq. with the exception of a pyrotechnic licensee when operating pursuant to that license; and the use of “safe and sane fireworks” as defined in Health and Safety Code section 12550 et seq. locations other than as permitted by Article III. Said administrative fines are imposed under the authority of Government Code section 53069.4, Health and Safety Code section 12557, and the City’s police power.
- B. The issuance of citations imposing administrative fines may be performed at the discretion of the officials of the City authorized hereunder; and the issuance of a citation to any person constitutes but one remedy available to the City to redress violations of this Division 3 by any person. By adopting this Division 3, the City does not intend to limit its authority to employ any other remedy, civil or criminal, to redress any violations of this Code by any person, which the City may otherwise pursue.
- C. The imposition of fines related to “dangerous fireworks” under this Division 3 shall be limited to persons who possess, sell, use and/or display, or the seizure of twenty-five (25) pounds or less (gross weight) of such “dangerous fireworks.”

Sec. 38-103 Fine collection and state fire marshal reimbursement.

Fines collected pursuant to this Division 3 related to “dangerous fireworks” shall not be subject to Health and Safety Code Section 12706, which section provides that certain fines collected by a court of the state be deposited with, and disbursed by the County Treasurer. However, the City shall provide cost reimbursement to the State Fire Marshal pursuant to regulations to be adopted by the State Fire Marshal addressing the State Fire Marshal’s cost for the transportation and disposal of “dangerous fireworks” seized by the City, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted by the State of California, the City shall hold in trust \$250 or 25% of any fine collected, whichever is greater, to cover the cost reimbursement to the State Fire Marshal for said cost of transportation and disposal of the “dangerous fireworks.”

Sec. 38-104 Residential property owner liability.

Because of the serious threat of fire or injury posed by the use of fireworks that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this Division 3 imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real

property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

Sec. 38-105 Administrative citations.

- A. Notwithstanding San Fernando Municipal Code Chapter 1, Article III, the procedure set forth in this Division 3 shall govern the issuance of administrative citations for violations of this Article III of Chapter 38 of the San Fernando Municipal Code.
- B. Whenever a Code Enforcement Officer (CEO) determines that a violation of this Article III of Chapter 38 has occurred, the CEO may issue an administrative citation on a City form listing the Code violation(s) and the amount of the administrative fine required to be paid by the responsible person(s) in accordance with the provisions of this Division 3.
- C. Each administrative citation shall contain the following provisions:
 - 1. The name, mailing address, date of birth, California Drivers License number, and home or business telephone number of the responsible person charged with any violation of this Code;
 - 2. The address or description of the location of the violation;
 - 3. The date or dates on which the person violated this Code;
 - 4. The section or sections of this Code that were violated;
 - 5. A description of the violations(s);
 - 6. The amount of the administrative fine for each violation, the procedure in place to pay the fines, and any late fee and interest charge(s), if not timely paid, and notice that if the City is required to take action to collect such fines, the responsible person may be charged costs and attorneys' fees;
 - 7. Notice of the procedure to request an administrative hearing to contest the citation (including the form to be used, how to obtain the form, and the period within which the request must be made in order for it to be considered timely);
 - 8. The names, addresses and telephone numbers of any witnesses to the violations(s);
 - 9. The name and signature of the CEO who issued the citation and the name and signature of the citee, if he or she is physically present and will sign the citation at the time of issuance. The refusal of a citee to sign a citation shall not affect its validity or any related subsequent proceedings, nor shall signing a citation constitute an admission that a person is responsible for a violation of the Code;
 - 10. Any other information deemed necessary by the Director for enforcement or collection purposes.

Sec. 38-106 Administrative fines.

- A. Each person who violates any provision of this Code as it relates to the possession, use, storage, sale and/or display of “dangerous fireworks” shall be subject to the imposition and payment of an administrative fine or fines as provided below:

| Number of offense in 1 year period | Amount of Administrative Penalty | Late Charge | Total Amount of Penalty Plus Late Charge |
|---|---|--------------------|---|
| First | \$1,000 | \$250 | \$1,250 |
| Second | \$2,000 | \$500 | \$2,500 |
| Third | \$3,000 | \$1,000 | \$4,000 |

- B. Any person who fails to obtain a permit for the public display of fireworks, in accordance with Division 2 of this Article III, shall be subject to the imposition and payment of an administrative fine or fines as provided below:

| Number of offense in 1 year period | Amount of Administrative Penalty | Late Charge | Total Amount of Penalty Plus Late Charge |
|---|---|--------------------|---|
| First | \$500 | \$125 | \$625 |
| Second | \$1,000 | \$250 | \$1,250 |
| Third | \$1,500 | \$500 | \$2,000 |

- C. Any person who does obtain a permit for the public display of fireworks as required by Division 2 of this Article III and who violates a condition imposed pursuant to Section 38-100 shall be subject to the imposition and payment of an administrative fine or fines as provided below:

| Number of offense in 1 year period | Amount of Administrative Penalty | Late Charge | Total Amount of Penalty Plus Late Charge |
|---|---|--------------------|---|
| First | \$1,500 | \$375 | \$1,875 |
| Second | \$3,000 | \$750 | \$3,750 |
| Third | \$5,000 | \$2,000 | \$7,000 |

- D. Each person who uses “safe and sane fireworks” other than those uses permitted in this Article III shall be subject to the imposition and payment of an administrative fine or fines as provided below:

| Number of offense in 1 year period | Amount of Administrative Penalty | Late Charge | Total Amount of Penalty Plus Late Charge |
|---|---|--------------------|---|
| First | \$250 | \$75 | \$325 |
| Second | \$500 | \$150 | \$650 |
| Third | \$750 | \$300 | \$1,050 |

- E. In the In the case of a violation of any of the provisions listed above, the administrative fine(s) shall be due and payable within thirty (30) calendar days from the issuance of the administrative fine citation, and the citee shall be required to abate the violation, and surrender all dangerous fireworks to the CEO, immediately. For penalties not paid in full within that time, a late charge in the amount set forth above is hereby imposed and must be paid to the City by the citee. Fines not paid within the time established by this ordinance shall accrue interest at the prevailing established rate. On the second and each subsequent time that a person is issued a citation for the same violation in any 12-month period, the fine is increased as indicated above and the citee shall be liable for the amount of the new fine until it is paid, in addition to being responsible for payment of previous fines.
- F. All administrative fines and any late charges and interest due shall be paid to the City at such location or address as stated on the citation, or as otherwise be designated by the City Manager or his or her designee. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of the code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of the Code. The issuance of the citation and/or payment of any fine shall not bar the City from employing any other enforcement action or remedy to obtain compliance with the provisions of the Code so violated including the issuance of additional citations and/or criminal prosecution pursuant to Article II (General Penalties) of Chapter 1 (General Provisions and Penalties) of this Code.
- G. Upon confirmation of the citation or when the citation is deemed confirmed, all unpaid administrative fines, late fees and/or interest shall constitute a judgment which may be collected in any manner allowed by law for collection of judgments including but not limited to recordation to create a lien on any real property owned by the responsible person. The City shall be entitled to recover its attorney’s fees and costs incurred in collecting any administrative fines, late charges and/or interest.
- H. Payment of the administrative fine shall not excuse or discharge a citee form the duty to immediately abate and correct a violation of the Code nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of the Code.

I. Right to an Administrative Hearing

1. Any citee may contest the violation(s), or that he or she is a responsible person, by filing a request for an administrative hearing on a City-approved form with the City Clerk within thirty (30) calendar days from the issuance date of a citation. If the City Clerk does not receive the request in the required time period, the citee shall have waived a right to a hearing and the citation shall be deemed confirmed and final.
2. No fees shall be charged for the filing of a request for a hearing.
3. Citees shall deposit the full amount of the penalty listed on the citation on or before the request for a hearing is filed. Failure to deposit the full amount of all penalties within the required time period, or the tender of a non-negotiable check, shall render a request for an administrative hearing incomplete and untimely. Penalties that are deposited with the City shall not accrue interest. Penalties deposited shall be returned to the person who deposited them in if the citation is overturned.
4. A request for a hearing shall contain the following:
 - a. The citation number;
 - b. The name, address, telephone number and any facsimile numbers and e-mail addresses of each person contesting the citation;
 - c. A statement of the reason(s) why a citation is being contested;
 - d. The dates and signature of the citee(s).
5. The City will notify all persons who filed a request for a hearing in writing by First Class Mail of the date, time and place set for the hearing at least ten (10) calendar days prior to the date of the hearing. Service of this notice is deemed complete at time of mailing. The failure of a citee to receive a properly addressed notice shall not invalidate the citation or any hearing, City action or proceeding conducted pursuant to this Division 3.
6. The hearing will be conducted within sixty (60) days of the date a timely and complete request is received by the City Clerk.
7. If the CEO submits an additional written report concerning the citation to the City for consideration at the hearing, the CEO shall also serve a copy of such report by first-class mail on the person requesting an administrative hearing no less than seven (7) calendar days prior to the date of the hearing. Failure to receive said report shall not invalidate the citation or any hearing. City action or proceeding pursuant to this Division 3.

J. Administrative Hearing – Procedures

1. The hearing officer designated or appointed by the City Manager or his or her designee shall hear all requests for administrative hearings of administrative fines in accordance with the procedures established herein.
2. Administrative hearings are informal, and formal rules of evidence do not apply. The City bears the burden of proof to establish a violation and responsibility therefore by a preponderance of the evidence. The citee(s) and CEO, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. A citee may bring an interpreter to the hearing provided there is no expense to the City therefore. The hearing officer may question any person who presents evidence or who testifies at any hearing.
3. A citee may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the City Clerk at least seven (7) business days prior to the hearing. If the citee fails to attend or does not submit a written declaration in a timely manner, he or she shall be deemed to have waived the right to a hearing. In such an instance, the hearing officer shall cancel the hearing and not render a decision. In such instances, the citation shall be deemed confirmed.
4. Hearings may be continued once at the request of a citee or the officer who issued the citation. The hearing officer may also continue the hearing for cause.

K. Hearing Decision – Right to Appeal

1. After considering all the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or overturn the citation and shall state the reasons therefore.
2. The hearing officer shall serve cite(s) by First Class Mail with a copy of the written decision. The date the decision is deposited with U.S. Postal Service shall constitute the date of its service. The failure of a citee to receive a properly addressed decision shall not invalidate any hearing, City action or proceeding conducted pursuant to this Division 3.
3. Decisions of the hearing officer may be appealed, to the City Council within thirty (30) days after the date of their service. Each decision shall contain a statement advertising the citee of this appeal right and the procedure for its exercise. A citee shall file a notice of appeal with the City within twenty (20) calendar days after the date of service of the hearing officer's decision.
4. If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed.
5. The City Council is the sole reviewing authority. If a responsible person prevails on appeal, the City shall reimburse his or her fine deposit within thirty (30) calendar days of the City Council's decision on appeal.

SECTION 3. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Publication. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 21st of September, 2015.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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

I, Elena G. Chavez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Ordinance No. 1645 was introduced at the regular meeting of the City Council held on 8th day of September 2015, and thereafter at the regular meeting of said City Council, duly held on the 21st day of September, 2015, was passed and adopted by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Elena G. Chávez, City Clerk

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URGENCY ORDINANCE NO. 1644**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**

WHEREAS, the California Legislature enacted the Solar Rights Act to initiate a solar energy system by limiting the ability of local governments and homeowners associations to restrict solar installations; and

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code provides that it is the policy of the State of California (the “State”) to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, the desire to further spur residential solar systems by reducing costs and delays lead former Democratic Assemblyman Albert Muratsuchi to introduce, the California Legislature to pass, and Governor Brown to sign Assembly Bill 2188 (“AB 2188”) into law; and

WHEREAS, AB 2188 seeks to reduce the costs and delays associated with the local solar permitting process; and

WHEREAS, AB 2188 provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, such ordinances required under AB 2188 must substantially conform with the recommendations set forth in the California Solar Permitting Guidebook, including the use of a checklist of all requirements that, if complied with, requires cities to expedite the application; and

WHEREAS, the City of San Fernando (the “City”) does not currently have the ability to accept electronic submittal of permit applications and also unable to accept electronic signatures and awaiting such capability before establishing the required regulations to expedite the installation use of solar energy systems would delay the City’s ability to issue expedited building permits for said use consistent with the State’s policy. Therefore, applicants seeking permits for residential rooftop solar systems may submit the permit application and associated documentation to the City’s Community Development Department by personal or mailed submittal together with any required permit processing and inspection fees; and

WHEREAS, the City Council seeks to advance the City's use of solar energy by its citizens, businesses, and industries; and

WHEREAS, the City Council wishes to meet the climate action goals set by the State of California; and

WHEREAS, the City Council finds that solar energy helps create local jobs and economic activity, and that rooftop solar energy provides a reliable source of energy; and

WHEREAS, it is in the interest of the health, welfare, and safety of the City's residents to provide an expedited permitting process to assure the effective deployment of solar technology; and

WHEREAS, pursuant to sections 36934 and 36937 of the California Government Code, the City may adopt an urgency ordinance if it is for the immediate preservation of the public peace, health, safety and general welfare, provided such ordinances are approved by four-fifths (4/5) vote of the City Council.

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

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

SECTION 2. Chapter 18 (Buildings and Building Regulations) of the San Fernando City Code is amended by the addition of Article XII: Expedited Permitting Procedures for Small Residential Rooftop Solar Systems, which shall read in full as follows:

Article XII – Expedited Permitting Procedures for Small Residential Rooftop Solar Systems

Section 18-288 – Definitions

Section 18-289 – Purpose

Section 18-290 – Applicability.

Section 18-291 – Solar energy system requirements.

Section 18-292 – Electronic processing.

Section 18-293 – Duties of applicant.

Section 18-294 – Duties of building department and building official.

Section 18-295 – Expedited permit review and inspection requirements.

Section 18-288 – Definitions.

For purposes of this Article XII, the following definitions shall apply:

- (a) “Association” means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.
- (b) “Building Department” means the San Fernando Community Development Department.
- (c) “Building Official” means the San Fernando Community Development Director or designee.
- (d) “Chief of the Fire Department” means and refers to the San Fernando Fire Department Chief or designee,
- (e) “City” means the City of San Fernando.
- (f) “Common interest development” means any of the following:
 - (1) A community apartment project;
 - (2) A condominium project;
 - (3) A planned development; or
 - (4) A stock cooperative.
- (g) “Electronic submittal” means the utilization of one or more of the following:
 - (1) E-mail;
 - (2) The internet; and/or
 - (3) Facsimile.
- (h) “Feasible method to satisfactorily mitigate or avoid the adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the City on another similarly situated application in a prior successful application for a permit. The City shall utilize its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of Civil Code Section 714(d)(1)(A)-(B).
- (i) “Small residential rooftop solar energy system” means all of the following:
 - (1) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal;
 - (2) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City, county, or

City and county and paragraph (3) of subdivision (c) of Section 714 of the Civil Code;

(3) A solar energy system that is installed on a single or duplex family dwelling; or

(4) A solar panel or module array that does not exceed the maximum legal building height as defined by the City.

(j) “Solar energy system” means either of the following:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating; or
2. Any structural design feature of a building whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

(k) “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

Section 18-289 – Purpose

The purpose of this Article XII is to establish an expedited, streamlined solar permitting process that complies with the Solar Rights Act, as amended by AB 2188 (Chapter 521, Statutes 2014), to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This Article XII encourages the use of small residential rooftop solar energy systems by removing unreasonable barriers, minimizing costs to property owners and the City, and expanding property owners’ ability to install small rooftop solar energy systems. This Article XII allows the City to achieve these goals while protecting the community’s health and safety.

Section 18-290 – Applicability.

- (a) This Article XII applies to the permitting of all small residential rooftop solar energy systems in the City.
- (b) Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this Article XII are not subject to the requirements of this Article XII unless physical modifications or alterations are undertaken that materially change the size, type, or components of the small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

Section 18-291 – Solar energy system requirements.

- (a) All solar energy systems shall meet applicable health and safety standards and requirements imposed by the City, State of California, and local fire department.
- (b) Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.
- (c) Solar energy systems for producing electricity shall meet all applicable safety and performance standards published by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

Section 18-292 – Electronic processing.

- (a) All documents required for the submission of an expedited small residential rooftop solar energy system application shall be made available on the City's website.
- (b) Electronic submittal of the required permit application and documents by electronic means shall be made available to all small residential rooftop solar energy system permit applicants. Website applications may be allowed at such time in the future that the technology is made available to the City. The City's website shall specify the permitted method of electronic document submission.
- (c) An applicant's electronic signature shall be accepted on all forms, applications, and other documents, in lieu of a wet signature.

Section 18-293 – Duties of applicant.

Prior to submitting an application, the applicant shall:

- (a) Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and
- (b) At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

Section 18-294 – Duties of building department and building official.

- (a) The Building Department shall adopt a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply with to be eligible for expedited review.

- (b) The small residential rooftop solar system permit process, standard plans, and checklist shall substantially conform to the recommendations for expedited permitting, including the checklist and standard contained in the most current version of the California Solar Permitting guidebook adopted by the State Governor's Office of Planning and Research.
- (c) All fees prescribed for the permitting of small residential rooftop solar energy systems must comply with Government Code Sections 65850.55 and 66015 and Health and Safety Code Section 17951.

Section 18-295 – Expedited permit review and inspection requirements.

- (a) An application for a small residential rooftop solar energy system permit that Building Department determines to satisfy the informational requirements contained in the City's checklist as prepared by the Building Department pursuant to Section 18-294(a) shall be deemed complete.
- (b) Upon receipt of an incomplete application, the Building Department shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited issuance of a small residential rooftop solar energy system permit.
- (c) Upon the Building Department's determination that the application for a small residential rooftop solar energy system permit is complete, the Building Department shall issue a building permit or other nondiscretionary permit within three (3) business days.
- (d) The Building Department's review of such applications for small residential rooftop solar energy system permits shall be limited to whether the application meets local, state, and federal health and safety requirements.
- (e) The Building Official shall require an applicant to apply for a use permit, if he or she finds, based on substantial evidence, that that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the Planning Commission.
- (f) If a use permit or other discretionary City approval is required, the Building Official may not deny the application for the use permit unless he or she makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety and there is no feasible method to satisfactorily mitigate or avoid such adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decision by the Building Official may be appealed to the Planning Commission.
- (g) Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost. The City shall

ensure that the selected method, condition, or mitigation meets the conditions of Civil Code Section 714(d)(1)(A)-(B).

- (h) The City shall not condition approval of an application for the approval of an association, as defined in Civil Code Section 4080.
- (i) Only one inspection shall be required and performed by the Building Department for small residential rooftop solar energy systems eligible for expedited review. Such an inspection will be scheduled within two (2) business days of a request for such an inspection.
- (j) If a small residential rooftop energy system fails the Building Department's inspection, a subsequent inspection is authorized by need not conform to the requirements of this Section 18-295.

Section 18-296 through 18-313 - Reserved

SECTION 3. Severability. Should any section, subsection, clause or provision of this Ordinance, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Urgency Ordinance. This Urgency Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 4. Urgency Findings. The City Council finds as follows, pursuant to Government Code Section 36937(b):

- A. Various studies, including one by the Lawrence Berkeley National Laboratory, show that variations in jurisdictional permitting processes governing the installation of rooftop solar energy systems are an "obstacle" to the State's clean energy and greenhouse reduction goals and a "burdensome cost" to homeowners, businesses, schools, and public agencies.
- B. The City's adoption of this Urgency Ordinance will increase the deployment of solar distributed generation, help to expand access to solar energy systems to lower income households, provide solar customers greater installation ease, improve the achievement of clean energy goals, generate jobs, and maintain safety standards.
- C. Climate change poses an ever-growing threat to the well-being, public health, natural resources, economy, and the environment of the City, including drought, more frequent and intense wildfires, heat waves, more severe smog, and harm to natural and working lands.
- D. The Intergovernmental Panel on Climate Change concluded in its Fifth Assessment Report, issued in 2014, that "warming of the climate system is unequivocal, and since the 1950s, many of the observed changes are unprecedented over decades to millennia" and that "continued emission of greenhouse gases will cause further

- warming and long-lasting changes in all components of the climate system, increasing the likelihood of severe, pervasive and irreversible impacts for people and ecosystems.
- E. Projections of climate change show that, even under the best-case scenario for global emission reductions, additional climate change impacts are inevitable, and these impacts pose tremendous risks to the state's people, agriculture, economy, infrastructure and the environment.
 - F. Climate change will disproportionately affect the state's most vulnerable citizens.
 - G. The development and utilization of alternative energy sources, such as solar energy, are critical in reducing greenhouse emissions.
 - H. There is currently no code language that outlines the process for applying and issuing building permits for residential rooftop solar systems which provides clarity and encourage new applications for rooftop solar systems within our residential zones in a manner reduces local demand on the existing power grid and may add to peak energy demands that impact the number of power outages that may occur throughout the year.
 - I. Such power outages impact traffic signals, street lighting, and electrical services business and residences alike having the potential to impact the public peace, health, safety, and general welfare.
 - J. Accordingly, the adoption of this Urgency Ordinance is in necessary to immediately preserve the public peace, health, and safety, pursuant to Government Code Section 36937(b).

SECTION 5. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Urgency Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Urgency Ordinance.

SECTION 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Urgency Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 7. Publication and Effective Date. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of San Fernando by Government Code sections 36934 and 36937 and shall be in full force and effect immediately upon its adoption by an affirmative four-fifths (4/5) vote of the City Council. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause

the same to be published once in the official newspaper within fifteen (15) days after its adoption. This ordinance shall take effect immediately upon its adoption by the City Council by affirmative four-fifths (4/5) vote.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this 8th of September, 2015.

Joel Fajardo, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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

I, Elena G. Chávez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Ordinance No. U-1644 was introduced as an Urgency Ordinance by four-fifths vote of the City Council at the regular meeting of the City Council held on 8th day of September, 2015 and was passed and adopted by the following votes to wit:

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

NOES: None

ABSTAIN: None

ABSENT: None

Elena G. Chávez, City Clerk

In an abundance of caution, the City Council conducted a precautionary second reading of this Urgency Ordinance at its Regular Meeting held on _____day of _____, 2015 and again passed and adopted the Urgency Ordinance for second reading by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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: September 21, 2015

Subject: Presentation of Measure "A" Annual Report

RECOMMENDATION:

It is recommended that the City Council receive and file the 2015 Annual Report on the collection, management, and expenditure of Measure "A" as required by the City Code.

BACKGROUND:

1. On June 4, 2013, San Fernando voters approved a temporary half cent Transaction and Use Tax (Measure "A"), effective October 1, 2013 and terminating October 1, 2020.
2. Chapter 82, Article V, Section 82-132 of the City Code requires an Annual Report on the collection, management, and expenditure of the Measure A funds prior to October 1st each year.
3. The San Fernando City Code also requires an overview of the Annual Report be presented to City Council at an open and public meeting and that the Annual Report be a public document.

ANALYSIS:

The Annual Report is included as Attachment "A".

BUDGET IMPACT:

Measure A generated \$2,156,695 in FY 2014-2015.

Presentation of Measure “A” Annual ReportPage 2 of 2

CONCLUSION:

Measure A has been critical to stabilizing the City’s finances since its passage in 2013. Despite the progress that has been made in the past year, and the investments being funded in the upcoming fiscal year, the City is still facing a significant General Fund deficit and must continue to implement best financial management practices, protect revenues, and strategically appropriate funds based on sound cost-benefit analysis.

ATTACHMENT:

A. Annual Report – Measure A: San Fernando’s Half Cent Transaction and Use Tax



September 21, 2015

Annual Report – Measure A: ½ Cent Transaction & Use Tax

Chapter 82, Article V, Section 82-132 of the San Fernando City Code states:

On or before each anniversary of the operative date, the city shall complete a study and produce a report reviewing the collection, management and expenditure of revenue from the proposed tax and shall present a report explain[ing] and providing an overview of the same at an open and public meeting of the City Council. This report shall be a public document.

This report is being presented in accordance with the City Code.

Executive Summary:

The City received \$2,156,696 in Measure A funds in fiscal year 2014-2015, which is \$356,696 (19.8%) more than the \$1,800,000 budget projection. The Sales Tax to Transaction Tax ratio for the fiscal year was 51.0%. A Sales Tax to Transaction Tax ratio of 50% or greater indicates high compliance by local businesses with Measure A.

Revenues raised through the Transaction Tax are necessary to fund a number of critical one-time needs, including, but not limited to: 1) establishing General Fund and Self Insurance Fund reserves, 2) paying off existing debt, 3) eliminating the deficit in the Grant Fund and other Special Revenue funds, 3) re-establishing the City's Equipment Replacement Fund, 4) replacing and updating outdated computer software, hardware and telecommunications systems, 5) funding over-due capital projects to reduce the City's deferred maintenance costs, and 6) establishing a trust to pre-fund Other Post-Employment Benefits (OPEB).

A preliminary review of fiscal year 2014-2015 by the Finance Department suggests that there will be a surplus in the General Fund¹. In accordance with the identified critical needs, the surplus will be used to reduce the General Fund and Self Insurance Fund deficit fund balances. Those two funds, combined, ended fiscal year 2013-2014 with a (\$5,700,000) deficit fund balance. Continued annual surpluses will be necessary to eliminate all deficit fund balances, build healthy fund reserves, and address the City's many critical one-time needs.

¹ The estimated General Fund surplus is a preliminary, pre-audit estimate and is subject to change during the annual independent audit.



Background:

Over the past ten years, the City's financial position has changed significantly. The General Fund, which is the City's primary operating fund, experienced a dramatic reduction in fund balance, from a positive \$7.1 million fund balance in FY 2005-06 to a negative (\$5.7 million) fund balance in FY 2013-14. The dramatic reduction was the result of the City over-extending

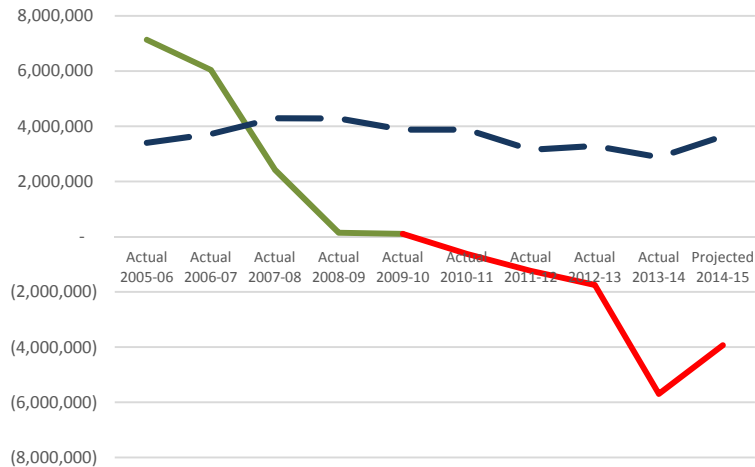
expenditures at the same time as a prolonged reduction in revenues from the onset of the "Great Recession" and dissolution of redevelopment by the State of California.

In order to remain solvent, the City had to take a number of steps to reduce expenditures, including re-negotiating labor contracts, freezing vacant positions, and implementing employee layoffs and furloughs.

In FY 2012-2013, the City declared a fiscal emergency and held a special election on June 4, 2013 for the San Fernando electorate to vote on a temporary one-half (½) cent Transaction and Use Tax ("Tax"). The "City Services Emergency Protection Measure" (Measure A) was approved by sixty percent (60%) of voters. The increased transaction tax rate went into effect on October 1, 2013 and is set to expire on October 1, 2020.

Since the transaction tax is temporary and will sunset in 2020, it is prudent to use the funds raised through the tax on non-recurring expenditures. Consequently, transaction tax revenue has been earmarked to address the following needs: 1) establish General Fund and Self Insurance Fund reserves, 2) pay off existing debt, 3) re-establish the City's Equipment Replacement Fund, 4) replace and update the City's outdated computer hardware, software, and telecommunications systems, 5) fund overdue capital projects to reduce the City's deferred infrastructure and maintenance costs, and 6) establish a trust to pre-fund Other Post-Employment Benefits (OPEB).

General Fund Balance - 10-year History





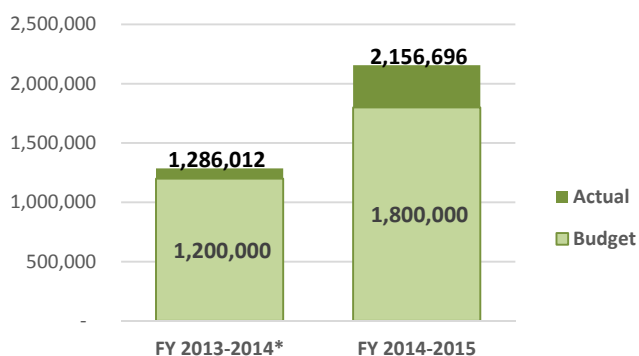
Collection:

The City began collecting a ½ cent Transaction and Use Tax on applicable transactions in San Fernando on October 1, 2013.

Below are a few key statistics related to the collection of the Tax:

- FY 2014-15 estimated Tax revenues were \$1,800,000.
- Actual Tax receipts for FY 2014-15 were \$2,156,696.
- The Sales Tax to Transaction Tax ratio for FY 2014-15 was 51%. A Sales Tax to Transaction Tax ratio of 50% or greater indicates high compliance with Measure A. Consequently, it appears that local businesses are complying with and collecting the Tax.
- Since October 1, 2013, Measure A has generated \$3,442,708 in additional revenue.

Measure A Receipts - Budget vs. Actual



*Measure A was effective 10/1/13; FY 2013-14 includes only 3 quarters of receipts.

The Tax is collected and administered by the State Board of Equalization (BOE). The BOE then remits Measure A collections to the City Treasurer on a monthly basis.

The City contracts with Hinderliter, de Llamas & Associates (HdL) to monitor Tax receipts to identify, correct, and recover allocation errors and prepare the necessary case submittal documents with the BOE. This ensures that the City is maximizing collections and receipts are properly allocated to the City by the BOE.

Management:

In order to track Measure A revenue, the City Treasurer records receipts in a special account number on the City's General Ledger. This allows the City staff to easily discern year-to-date receipts, update projections, and make budget adjustments, if necessary.

City staff also conducts quarterly meetings with HdL to review Sales and Transaction Tax receipts in detail. This provides staff with valuable information on the health of the local economy, various business sectors, and individual companies by reviewing their quarterly sales tax reports. It also gives staff an opportunity to make HdL aware of new businesses opening in the City so staff can ensure compliance with Measure A.



Expenditure:

Measure A was approved as a general tax, which means that it can be used for any general governmental purpose. However, since it is a temporary tax set to sunset in seven (7) years, the City will focus Measure A funds toward non-recurring expenditures.

Revenues raised through the transaction tax are necessary to fund a number of critical one-time needs, including, but not limited to: 1) establishing a General Fund and Self Insurance Fund reserve, 2) paying off existing debt, 3) eliminating deficits in the Grant Fund and other Special Revenue Funds, 3) re-establishing the City's Equipment Replacement Fund, 4) replacing and updating outdated computer software, hardware and telecommunications systems, 5) funding over-due capital projects to address a number of deferred maintenance needs, and 6) establishing a trust to pre-fund OPEB.

In FY 2014-2015, Measure A funds were used for the following:

Repayment of Debt

| | |
|---------------------------------------|------------------|
| Repay CHFA Loan | 692,269 |
| Repay Section 108 Loan | 116,820 |
| Repay Retirement Fund | 249,444 |
| Eliminate Self Insurance Fund Deficit | 985,410 |
| Repay Sewer Fund | 97,753 |
| | <u>2,141,696</u> |

One-time Projects

| | |
|-------------------------------|---------------|
| Telephone System Improvements | 15,000 |
| | <u>15,000</u> |

| | |
|-----------------------------|------------------|
| Total Measure A Uses | 2,156,696 |
|-----------------------------|------------------|

Long-Term Deficit Reduction Plan:

Revenues raised through Measure A are critical to achieving the City's five-year deficit reduction plan. As previously noted, the City's General Fund has been in a deficit fund balance position since FY 2010-2011. To address the deficit, the City has taken a number of steps over the last three years to stabilize ongoing finances, including re-negotiating labor contracts, reducing programs and services, reducing professional development, travel, and memberships by City staff, implementing layoffs and furloughs, and freezing vacant positions. Many of these were short-term fixes that were necessary to remain solvent; however, continuing these cuts is not sustainable in the long-term. Consequently, staff has worked with City Council to



implement a multi-year plan to eliminate the General Fund deficit, which includes a balance of ongoing revenue enhancements and targeted expenditure reductions.

In addition to the revenue raised by Measure A, the City has taken a number of steps in the last eighteen (18) months to address the City's deficit and improve long-term financial stability, including:

- Renegotiated the Fire and Emergency Services contract with the Los Angeles Fire Department to reduce the City's annual cost without reducing service;
- Transferred operational and financial responsibility of the San Fernando Regional Pool to the County of Los Angeles;
- Retired debt from the outstanding California Housing Financing Agency (CHFA) and Section 108 Loans;
- Developed a five-year General Fund projection of revenues and expenditures;
- Adopted a Development Agreement Ordinance to provide additional tools to increase economic development efforts;
- Sold surplus land and used the land sale proceeds to reduce the City's deficit;
- Restructured future retiree health benefits to decrease the City's OPEB liability; and
- Updated the City's long term financial planning policies, including budget, purchasing, debt management, grant management, investment, and reserve policies, with an emphasis on creating long term fiscal sustainability.

To continue implementation of the deficit reduction plan in FY 2015-2016, the Adopted Budget includes the following, which are funded using projected Measure A receipts:

- Funding to continue to repay internal debt.
- Funding to complete a user fee and cost allocation plan to ensure the City is adequately recovering costs for certain services;
- Funding to replace the City's network server infrastructure;
- Funding to re-establish a Self-Insurance Fund reserve;
- Funding to re-establish an Equipment Replacement Fund; and
- Funding to partner with a professional services firm to increase resources available to bolster the City's business license program, increase compliance, and collect ongoing revenue due to the City.

Despite the progress that has been made in the past year, and the investments being funded in the upcoming fiscal year, the City is still facing a significant General Fund deficit and must continue to implement best financial management practices, protect revenues, and strategically appropriate funds based on sound cost-benefit analysis.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Fred Ramirez, Community Development Director

Date: September 21, 2015

Subject: 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

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement with Michael Baker International (Attachment "A" – Contract No. 1799) to provide full service administration and implementation of the City of San Fernando's Community Development Block Grant Program for one year with four optional one-year extensions; and
- b. Authorize the City Manager and the City Attorney to take all actions necessary to execute and implement said Agreement.

BACKGROUND:

1. On December 1, 2014, the City Council approved use of the City's annual allocation of Community Development Block Grant (CDBG) Funds in the amount of \$249,268 to implement the Street, Curb/Curb Ramp and Gutter Rehabilitation and Tree Planting Project (the "Project") for Fiscal Year (FY) 2015-2016. (City Council Resolution No. 7661.)

Per Federal and Los Angeles County Community Development Commission ("LACCDC") guidelines for the use of CDBG Funds, the proposed street, curb and gutter, ADA ramps, and tree planting work undertaken as part of this project would occur in the community's eligible low and moderate income neighborhoods. The City Council approved use of the full amount to undertake needed street, curb/curb ramp, gutter and tree planting work within LACCDC determined eligible areas within the City of San Fernando. City's proposed Project was determined to meet both of the following national project(s) must meet one of the following two national program general objectives: 1) to benefit low and moderate income persons and 2) to aid in the prevention neighborhood deterioration. Furthermore, the City

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

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Council determined that use of the allocated CDBG funds in this manner will support the City's larger capital improvement efforts being developed by the City to address the community's aging infrastructure that includes our City streets and sidewalks that have suffered from years of deferred maintenance.

2. On June 8, 2015, the City of San Fernando Community Development Department issued a Request for Proposals (RFP) for Consultant Services to provide contract administration, project management, and labor compliance responsibility for the CDBG funded Project and CDBG Program administration. City staff sent the RFP to nine (9) prospective consultant firms that provide CDBG construction contract and labor compliance services. In addition, public notices of the RFP were published in the Los Angeles Daily News on June 8, 2015 and in the San Fernando Sun Newspaper on June 25, 2015 and again on July 2, 2015. The public notification of the RFP was also made available online at the City's website (See <http://www.ci.san-fernando.ca.us/overview/pr-rfp-rfq.shtml> to download the RFP and associated attachments). The deadline noted on the RFP to submit a proposal to the City was July 7, 2015.
3. On July 7, 2015, the City received two (2) proposals from Michael Baker International and Willdan Financial Services with each of the firms submitting proposals to undertake the Project with a total cost of \$20,000 for FY 2015-2016.

ANALYSIS:

Source of Funds. The City of San Fernando receives an annual allocation of Federal CDBG funding from the U.S. Department of Housing and Urban Development (HUD) through its participation in the Los Angeles Urban County CDBG Program administered by the LACCDC. CDBG funds can only be used for eligible Community Development projects meeting national program goals, which include assisting the low and moderate income residents of the community. This is the forty-first year that the Federal government has made CDBG funds available to counties and cities across the nation, hence CDBG funding for the upcoming fiscal year (FY 2015-16) is referred to as "41st year" CDBG grant funds.

Since 2007, the City has used the annual allocation of CDBG funds to cover a majority of the annual loan repayment amount to the LACCDC for City's Section 108 Loan. The Section 108 Loan from the LACCDC was obtained in order to provide \$3.0 million in CDBG funds from the LACCDC to cover a portion of the construction cost of the San Fernando Regional Pool located at 300 Park Avenue. Based on the approval by the City and Los Angeles County of a lease for the County's ongoing operation of the San Fernando Regional Pool Facility that also provides for the County's repayment of the remaining balance of the City's Section 108 Loan, the City is once

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

Page 3 of 5

again anticipated to have an annual allocation of CDBG funds. The first year of CDBG funds available is this fiscal year, FY 2015-2016 with a total amount available of \$249,268.

Scope of Work. The items to be included in the Scope of Work are indicated below. All work items are to be carried out in conjunction with City staff direction, input, and review.

The selected consultant shall provide the City of San Fernando with contract administration, project management, and labor compliance responsibility for public works construction project funded under the CDBG Program as approved by the City Council on December 1, 2014, pursuant to City Council Resolution No. 7661. The City-approved, CDBG funded program is noted as:

Street, Curb/Curb Ramp and Gutter Rehabilitation and Tree Planting Projects for FY 2015-2016 (Funding Allocation: \$249,268). Per Federal and LACCDC guidelines for the use of CDBG Funds, the proposed street, curb and gutter, ADA ramps, and tree planting work undertaken as part of this project would occur in the community's eligible low and moderate income neighborhoods. The City Council approved use of the full amount to undertake needed street, curb/curb ramp, gutter and tree planting work within LACCDC determined eligible areas within the City of San Fernando. Use of the CDBG funds in this manner will support the City's larger capital improvement efforts being developed by the City to address the community's aging infrastructure that includes our City streets and sidewalks that have suffered from years of deferred maintenance.

The selected consultant shall ensure that the City's CDBG-funded program complies with requirements of the source(s) of the funds being used and any other legal requirements that may apply. The consultant shall maintain the utmost accuracy in documentation and filing system that meets or exceeds the requirements of the funding source. The consultant shall manage program workflow to ensure the timely expenditure of funds. The consultant shall participate in any program reviews or audits.

Administrative Responsibilities:

- Meeting agendas and minutes, records of conversations with key individuals;
- Respond to requests for information from LACCDC staff.
- Submit quarterly performance reports to LACCDC.

Project Management & Labor Compliance Standards Responsibilities:

Pre-Construction:

- Assist City Public Work staff with preparation of Bid Documents;
- Obtain Affidavit of Publication from media of general circulation;
- Conduct a Section 3 Pre-Bid Presentation at the Pre-Bid Meeting;

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

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- Verify Federal Wage Decision is current within 10 days of bid opening date;
- Assist City staff in evaluating contractor proposals; and
- Conduct contractor eligibility check before contract award.

Contract Award:

- Ensure all required Federal provisions and CDBG contractual clauses are included in agreements;
- Compile and submit Notice of Contract Award Letter to Department of Labor;
- Schedules Pre-Construction meeting and notifies LACCDC staff;
- Conducts Pre-Construction meeting;
- Issues Notice to Proceed to Contractor; and
- Obtains and submits LACCDC reporting forms.

Construction:

- Establish and maintain contractor and subcontractor labor files for each contractor/subcontractor;
- Conduct employee field interviews and document filed posting compliance;
- Reconcile weekly certified payroll reports and supporting documentation; and
- Monitor contractors for Section 3 accomplishments.

Post Construction:

- Review contractors final payroll and Section 3 Economic Opportunity Report;
- File Notice of Completion;
- Compile and submit labor standards and related reports to CDC;
- Schedule labor compliance file review prior to release of retention funds; and
- Address and resolve any underpayment or deficiency issues.

Program Administrative Support Services:

The selected consultant will assist City staff with CDBG Fund Program reporting and preparation of quarterly reports to LACCDC.

Assessment of Proposals. Subsequent to submittal, City staff (including the Finance Director, Junior Accountant and the Community Development Director) reviewed each proposal for consistency with the scope of work outlined in the RFP and to ensure that each proposal provided the necessary services for the Project. Criteria included in the evaluation process are as follows:

- Eligibility to participate in Federally funded contracts
- Professional qualifications and experience in administering CDBG funded public works projects and programs

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

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- Familiarity with City of San Fernando
- Understanding of the required Scope of work
- Proposed approach and understanding of needed services
- Consultants overall ability to complete proposed work plan within the required time frame
- Recommendation(s) from noted references
- Proposed Fee Schedule/Total Cost to Complete Scope of work

After review of all proposals, the City staff determined that even though both firms had experience in the administration and implementation of CDBG funded construction projects and programs, Michael Baker International stood out as the most qualified firm to undertake the Project based on their noted work experience in assisting other municipalities with the oversight and implementation of similar CDBG funded projects and programs.

BUDGET IMPACT:

The professional services agreement with Michael Baker International is for \$20,000. The City will be seeking to recover \$15,000 in planning and administration costs in the form of CDBG funds used to plan and implement the Project. An additional \$5,000 will come from General Fund monies already allocated for professional services during FY 2015-2016 with these funds being used for the reporting portion of the City's CDBG Program.

CONCLUSION:

Approval of the Professional Services Agreement with Michael Baker International for the approved scope of work and cost of \$20,000 (as noted in Attachment "A") will enable City staff to proceed with implementation of the CDBG funded Project during FY 2015-2016. The Project includes needed street infrastructure upgrades within the community consistent with applicable Federal and LACCDC regulations. City Council approval at this time will also ensure that the Project is completed by the LACCDC required due date of June 30, 2016.

ATTACHMENTS:

- A. Contract No. _____
- B. Michael Baker International Proposal
- C. Willdan Financial Services Proposal

ATTACHMENT "A"
CONTRACT NO. _____

**CITY OF SAN FERNANDO
SHORT-FORM PROFESSIONAL SERVICES AGREEMENT**

THIS SHORT-FORM PROFESSIONAL SERVICES AGREEMENT is made and entered into on the ____ day of _____, 2015 by and between the CITY OF SAN FERNANDO, a municipal corporation, (hereinafter referred to as "CITY") and Michael Baker International (hereinafter referred to as "CONTRACTOR"). In consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACTOR. Shall provide or furnish the following specified services and/or materials: [insert a brief description of the work to be done].

2. EXHIBITS. The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Scope of Work to be undertaken by the CONTRACTOR attached hereto as Exhibit "A".

General Requirements attached hereto as Exhibit "B".

County Lobbyist Certification attached hereto as Exhibit "C".

3. TERMS. The services and/or materials furnished under this Agreement shall commence on _____, 2015 and shall be completed by June 30, 2016 under the first year of the agreement, and said agreement shall be extended for four (4) additional one (1) year periods, unless terminated pursuant to Section 5(n).

4. COMPENSATION. For the full performance of this Agreement:

a. CITY shall pay CONTRACTOR an amount not to exceed Twenty Thousand Dollars and Zero cents (\$20,000) within thirty (30) days following receipt of invoice and completion/delivery of services/goods as detailed in Sections 1, 2, and 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional/industry standards for the area in which CONTRACTOR operates. CITY is not responsible for paying for any work done by CONTRACTOR or any subcontractor above and beyond the not to exceed amount. (Note: Any travel reimbursement expenses must be preauthorized and shall be based upon the approved rates of the Los Angeles County Auditor-Controller.)

b. CITY shall not reimburse for any of CONTRACTOR's costs or expenses to deliver any services/goods. CITY shall not be responsible for any interest or late charges on any payments from CITY to CONTRACTOR.

c. CONTRACTOR is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. CITY will not accept or compensate CONTRACTOR for incomplete goods/services.

5. GENERAL TERMS AND CONDITIONS.

a. **HOLD HARMLESS.** CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of CONTRACTOR under this Agreement. With regard to CONTRACTOR's work product, CONTRACTOR agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of CONTRACTOR under this Agreement.

b. **INSURANCE.** CONTRACTOR shall file with CITY a certificate of insurance before commencing any services under this Agreement as follows:

c. **WORKERS COMPENSATION INSURANCE:** Minimum statutory limits.

d. **COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:** General Liability and Property Damage Combined.

e. \$1,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

f. **AUTOMOBILE INSURANCE:** \$1,000,000.00 per occurrence.

g. **ERRORS AND OMISSIONS INSURANCE:** \$1,000,000.00 aggregate.

h. **NOTICE OF CANCELLATION:** CITY requires 30 days written notice of cancellation. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

i. **CERTIFICATE OF INSURANCE:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance and it shall name "The CITY of San Fernando, its elective and appointed officers, employees, and volunteers" as additional insureds.

j. To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

City of San Fernando
Attn: Brian Saeki, City Manager
117 Macneil Street
San Fernando, CA 91340
bsaeki@sfcity.org
Tel: (818) 898-1202
Fax: (818) 361-7631

k. **NON-DISCRIMINATION.** No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, age, ancestry, religion or sex of such person.

l. **INTEREST OF CONTRACTOR.** It is understood and agreed that this Agreement is not a contract of employment and does not create an employer- employee relationship between CITY and CONTRACTOR. At all times CONTRACTOR shall be an independent contractor and CONTRACTOR is not authorized to bind CITY to any contracts or other obligations without the express written consent of CITY. In executing this Agreement, CONTRACTOR certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY.

m. **CHANGES.** This Agreement shall not be assigned or transferred without advance written consent of CITY. No changes or variations of any kind are authorized without the written consent of the City Manager or his/her designee. This Agreement may only be amended by a written instrument signed by both parties.

n. **TERMINATION.** This Agreement may be terminated by CITY upon seven (7) days written notice to CONTRACTOR. Monies owed for work satisfactorily completed shall be paid to CONTRACTOR within 14 days of termination.

o. **RECORDS.** All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of CITY. CONTRACTOR hereby agrees to deliver those documents to CITY at any time upon demand of CITY. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for CITY and are not necessarily suitable for any future or other use. Failure by CONTRACTOR to deliver these documents to CITY within a reasonable time period or as specified by CITY shall be a material breach of this Agreement. CITY and CONTRACTOR agree that until final approval by CITY, all data, plans, specifications, reports and other documents are preliminary drafts not kept by CITY in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties. All work products submitted to CITY pursuant to this Agreement shall be deemed a "work for hire." Upon submission of any work for hire pursuant to this Agreement, and acceptance by CITY as complete, non-exclusive title to copyright of said work for hire shall transfer to CITY. The compensation recited in Section 4 shall be deemed to be sufficient consideration for said transfer of copyright. CONTRACTOR retains the right to use any project records, documents and materials for marketing of their professional services.

p. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits.

6. **INVOICING.** Send all invoices to the contract coordinator at the address above.

This Agreement shall become effective upon its approval and execution by CITY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

CITY

CONTRACTOR

By:_____

By:_____

Name: Brian Saeki

Name:_____

Title: City Manager

Title:_____

Exhibit “A”

Scope of Services

All work items will be carried out by the CONTRACTOR in conjunction with City staff direction, input, and review.

The CONTRACTOR shall provide the City of San Fernando with contract administration, project management, and labor compliance responsibility for public works construction project funded under the CDBG Program as approved by the City Council on December 1, 2014, pursuant to City Council Resolution No. 7661. The City-approved, CDBG funded program is noted as:

Street, Curb/Curb Ramp and Gutter Rehabilitation and Tree Planting Projects for FY 2015-2016. Per Federal and LACDC guidelines for the use of CDBG Funds, the proposed street, curb and gutter, ADA ramps, and tree planting work undertaken as part of this project would occur in the community's eligible low and moderate income neighborhoods. The City Council approved use the full amount to undertake needed street, curb/curb ramp, gutter and tree planting work within LA CDC determined eligible areas within the City of San Fernando. Use of the CDBG funds in this manner will support the City's larger capital improvement efforts being developed by the City to address the community's aging infrastructure that includes our City streets and sidewalks that have suffered from years of deferred maintenance.

The CONTRACTOR shall ensure that the City's CDBG-funded program complies with requirements of the source(s) of the funds being used and any other legal requirements that may apply. The consultant shall maintain the utmost accuracy in documentation and filing system that meets or exceeds the requirements of the funding source. The consultant shall manage program workflow to ensure the timely expenditure of funds. The consultant shall participate in any program reviews or audits.

Administrative Responsibilities:

- Meeting agendas and minutes, records of conversations with key individuals;
- Respond to requests for information from LACDC staff.
- Submit quarterly performance reports to LACDC.

Project Management & Labor Compliance Standards Responsibilities:

Pre-Construction:

- Assist City Public Work staff with preparation of Bid Documents;
- Obtain Affidavit of Publication from media of general circulation;
- Conduct a Section 3 Pre-Bid Presentation at the Pre-Bid Meeting;
- Verify Federal Wage Decision is current within 10 days of bid opening date;

- Assist City staff in evaluating contractor proposals; and
- Conduct contractor eligibility check before contract award.

Contract Award:

- Ensure all required Federal provisions and CDBG contractual clauses are included in agreements;
- Compile and submit Notice of Contract Award Letter to Department of Labor;
- Schedules Pre-Construction meeting and notifies LACDC staff;
- Conducts Pre-Construction meeting;
- Issues Notice to Proceed to Contractor; and
- Obtains and submits LACDC reporting forms.

Construction:

- Establish and maintain contractor and subcontractor labor files for each contractor/subcontractor;
- Conduct employee field interviews and document filed posting compliance;
- Reconcile weekly certified payroll reports and supporting documentation; and
- Monitor contractors for Section 3 accomplishments.

Post Construction:

- Review contractors final payroll and Section 3 Economic Opportunity Report;
- File Notice of Completion;
- Compile and submit labor standards and related reports to LACDC;
- Schedule labor compliance file review prior to release of retention funds; and
- Address and resolve any underpayment or deficiency issues.

Program Administrative Support Services:

CONTRACTOR to assist City staff with CDBG Fund Program reporting and preparation of quarterly reports to LACDC.

Exhibit "B"**(General Requirements)**

1. The CITY OF SAN FERNANDO, as a participant in the Community Development Block Grant (CDBG), funded by the United States Department of Housing and Urban Development (HUD), requires and the CONTRACTOR agrees to comply with all standard CDBG regulations.
2. CONTRACTOR shall be required to comply with all existing state and federal labor laws including those applicable to equal opportunity employment provisions.
3. CONTRACTOR shall obtain a City of San Fernando Business License during the term of the contract.
4. CONTRACTOR shall keep all records of funds received from City of San Fernando and make them accessible for audit or examination for a period of five (5) years after final payments are issued and other pending matters are closed. (24 CFR Part 85.42.)
5. CONTRACTOR agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and CONTRACT shall comply with applicable federal, state, and county laws and regulations governing conflict of interest, in accordance with Section 570.611 of the CDBG Regulations (24 CFR 570) and 24 CFR 85.36(b)(3).
6. CONTRACTOR may not conduct any activity, including any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during the time compensated for under representation that such activity is being performed as part of the contract responsibility.
7. CONTRACTOR understands that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and; that all persons/entity/firms acting on behalf of the above named firm have and will comply with the County Code, and; that any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code. CONTRACTOR shall complete and sign the County Lobbyist Code Chapter 2.160, County Ordinance No. 93-0031 Certification form attached herein as Exhibit "C"

8. Per Executive Order 11246, CONTRACTOR is required during the performance of this contract to agree to not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CONTRACTOR setting forth the provisions of this nondiscrimination clause.
9. CONTRACTOR agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et. Seq., including, but not limited to the requirement that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of the project.
10. CONTRACTOR shall comply with Title VI of the Civil Rights act of 1964, which provides that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
11. CONTRACTOR shall comply with Section 109 as amended, Title I of the Housing and Community Development Act of 1974, which provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
12. CONTRACTOR shall comply with the prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.
13. The CONTRACTOR agrees to comply with the following regulations insofar as they apply to the performance of this contract:
 - Clean Air Act, 42 U.S.C., 1857, et seq.
 - Clean Water Act
 - Energy Policy and Conservation Act
 - Executive Order 11738

14. The CONTRACTOR contact information and mailing address are:

Exhibit "C"**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031****CERTIFICATION**

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Phone No: _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

Michael Baker
INTERNATIONAL

CITY OF SAN FERNANDO

COMMUNITY DEVELOPMENT
DEPARTMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM



JULY 7, 2015



MBAKERINTL.COM
Toll Free: (866) 828-6762

Submitted by:
Michael Baker International
3900 Kilroy Airport Way, Suite 120
Long Beach, CA 90806
Phone: (562) 200-7165
Fax: (562) 200-1766

CITY OF SAN FERNANDO

COMMUNITY DEVELOPMENT
DEPARTMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

JULY 7, 2015

Submitted to:

Fred Ramirez

Community Development Director

City of San Fernando
Community Development Department
117 Macneil Street
San Fernando, CA 91340

Submitted by:

Michael Baker

INTERNATIONAL

3900 Kilroy Airport Way, Suite 120
Long Beach, CA 90806
Phone: (562) 200-7165
Fax: (562) 200-1766

MTAKERINTL.COM
Toll Free: (866) 828-6762



We Make a Difference

July 7, 2015

Fred Ramirez, Community Development Director
Community Development Department
CITY OF SAN FERNANDO
117 Macneil Street
San Fernando, CA 91340

RE: PROPOSAL TO ADMINISTER AND IMPLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Dear Mr. Ramirez:

Michael Baker International is pleased to submit this proposal to administer and implement the City of San Fernando's Community Development Block Grant (CDBG) program. Michael Baker International is a leading global provider of engineering, planning, and other consulting services. With its acquisition of Pacific Municipal Consultants (PMC) in February of this year, the firm is now able to offer a full complement of housing and community development services to its clients, including CDBG administration and labor standards compliance.

This proposal is based on the information provided in the City's Request for Proposals (RFP), as well as our familiarity with applicable federal and state regulations and our considerable experience in administering CDBG-funded programs for cities across California, and particularly for cities like San Fernando that receive CDBG funds through the Los Angeles County Community Development Commission (CDC).

Michael Baker International is proposing to provide all of the services required for the successful administration and implementation of the City's CDBG program at costs that fall within the activity delivery fees allowed by the CDC for such services. The project team we have assembled is extremely well qualified to provide the services being requested by the City, having a combined ± 60 years of housing and community development experience. Most importantly, our project team members have administered and implemented CDBG programs for numerous California cities and counties. Of these public agencies, seven are communities that received their CDBG funds through the CDC, similar to San Fernando.

We believe that our proposal is fully responsive to the City's RFP and that the services being offered by Michael Baker International will fulfill the City's needs in a comprehensive, well-integrated, and cost-effective manner. This proposal and the price quotations contained herein are firm and irrevocable for a period of 120 days hereafter. The proposal has been signed by our vice president, Philip O. Carter, who has the authority to bind the firm to proposals and execute agreements.

We sincerely appreciate the opportunity to submit this proposal and look forward to assisting the City with the administration and implementation of its CDBG program. If you have any questions regarding this proposal, please contact Al Warot at (562) 200-7169 or awarot@mbakerintl.com, or Damien Delany at (562) 200-7177 or ddelany@mbakerintl.com.

Sincerely,


Philip O. Carter
Vice President


Albert V. Warot
Managing Director

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Appendix A – Résumés

Appendix B – Annual Calendar of Events

Appendix C – Construction Schedule

Michael Baker
INTERNATIONAL

1

COMPANY QUALIFICATIONS

COMPANY QUALIFICATIONS

Michael Baker International is a leading global provider of engineering, planning, and other consulting services.

The firm, which is a corporation, was founded in 1940 and provides a comprehensive range of innovative services and solutions to support federal, state, and municipal government agencies and other diverse clients. The firm has more than 5,000 employees in over 90 offices located across the United States and internationally.

In February of this year, Michael Baker International acquired Pacific Municipal Consultants (PMC). PMC, a California corporation, was a recognized leader in the provision of comprehensive municipal services to clients across California and elsewhere since 1995. As a result of its acquisition of PMC, Michael Baker can now offer its clients a full array of housing and community development services, in addition to its extensive urban and environmental planning and engineering capabilities.

This proposal is being submitted by our Long Beach office:

3900 Kilroy Airport Way, Suite 200
Long Beach, CA 90806

The contact for this proposal at the above address is Al Warot, managing director, who can be reached at (562) 200-7169 or awarot@mbakerintl.com. The office fax number is (562) 200-7166.

Housing and Community Development Services

- Administration of state and federal grant programs
- Preparation of grant applications
- First-time homebuyer, housing rehabilitation, and façade improvement program implementation
- Housing policy development, implementation, and administration
- Program and project compliance monitoring – CDBG, HOME, LIHTC, NSP
- Relocation services
- Affordable housing portfolio and trust fund management
- Housing elements and affordable housing strategies
- Housing need assessments
- Housing condition and household income surveys
- Labor compliance – Davis-Bacon Act and State Prevailing Wage Law
- Economic development services

Michael Baker
INTERNATIONAL

2

RELEVANT EXPERIENCE

RELEVANT EXPERIENCE

Michael Baker International staff is experienced in carrying out a wide range of housing and community development projects using a variety of funding sources.

These include local, state, and federal sources such as Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Neighborhood Stabilization Program (NSP) and CalHome grants, tax credits, Redevelopment Agency Low and Moderate Income Housing funds, and tax-exempt bond financing. Michael Baker staff has assisted jurisdictions with procuring and administering state and federal grants for a variety of activities, including housing rehabilitation, first-time homebuyer assistance, commercial revitalization, code enforcement, public services, public facilities, and most relevant to the City of San Fernando, public works projects.

Due to our long-term involvement in administering housing and community programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. We have developed excellent working relationships with the respective funding agencies, including the California Department of Housing and Community Development (HCD), the US Department of Housing and Urban Development (HUD), and the Los Angeles County Community Development Commission (CDC). Our staff regularly attends workshops and training sessions sponsored by these agencies in order to remain current with their changing regulations and procedures. Our staff is extremely well qualified to provide the services being requested by the City of San Fernando based on education, career training, and work experience.

Michael Baker staff has considerable experience in administering annual CDBG grants, and particularly for cities like San Fernando that receive their CDBG funds through the CDC. The government agencies for which our staff has administered CDBG-funded construction projects are shown in the table on the following page. References for some of these assignments are provided in the References section of this proposal.

Michael Baker
INTERNATIONAL

3

REFERENCES

REFERENCES

References for Michael Baker International assignments involving the services requested by the City of San Fernando are as follows:

John Bingham, Senior Management Analyst

City of Calabasas

(818) 224-1663

Services provided: Administration of annual CDBG grant and CDBG-funded housing rehabilitation program.

Dan Smith, Interim Community Services Director

City of Redondo Beach

(310) 318-0671

Services provided: Administration of annual CDBG grant, labor standards compliance for public facility and sidewalk improvements, and management of CDBG-funded mobility access and home repair grant programs.

James Latta, Human Services Administrator

City of Beverly Hills

(310) 285-2535

Services provided: Administration of annual CDBG grant and operation of CDBG-funded single-family housing rehabilitation and multi-family handy-worker programs.

Gary Sugano, Assistant City Manager/Community Development Director

City of Lomita

(310) 325-7110, ext. 121

Services provided: Administration of annual CDBG grant, operation of CDBG-funded single-family housing rehabilitation program, and oversight of management of Lomita Manor conventional public housing project and associated HUD reporting.

Michael Baker
INTERNATIONAL

4

PROJECT STAFF QUALIFICATIONS

PROJECT STAFF QUALIFICATIONS

Michael Baker International has assembled a well-qualified project team that possesses all of the skills required to successfully administer the City's annual CDBG grant and perform project management and labor standards compliance for its CDBG-funded construction projects.

All work will be performed by Michael Baker staff; no subcontractors will be utilized. Our staff is prepared to perform all tasks identified in the City's RFP. Our project team has considerable experience in administering annual CDBG grants and CDBG-funded construction projects. The proposed project team members are listed below.

ALBERT WAROT, PROJECT DIRECTOR

Mr. Warot is the managing director of Michael Baker International's Long Beach office, which is the lead office for this assignment. He will be responsible for corporate oversight of the services provided to the City of San Fernando and will serve as Michael Baker's QA/QC officer. He will also be available to provide backup and technical assistance to the project manager, if needed. Mr. Warot's 40-plus years of experience in the planning field in California span every aspect of planning. Much of his career has been spent administering CDBG, HOME, and other state/federal grant-funded projects and programs for cities across California, including oversight of numerous CDBG-funded construction projects.

DAMIEN DELANY, PROJECT MANAGER

Mr. Delany will serve as project manager for the administration and implementation of the City's CDBG program. He will be responsible for the general administration of the City's annual CDBG grant and the management of the City's CDBG-funded construction projects. He will be the City's primary point of contact for all project activities. Mr. Delany is particularly well qualified to serve in this capacity with over 20 years of experience administering state and federal grant-funded programs. He has overseen or personally managed the operation of federally funded construction programs for 11 California cities using a variety of federal, state, and local funding sources. Mr. Delany will work on-site, as needed.

Résumés for these team members are contained in Appendix A to this proposal.

Michael Baker
INTERNATIONAL

5

APPROACH AND SCHEDULE

APPROACH AND SCHEDULE

Michael Baker International will provide all of the services required for the administration and implementation of the City's CDBG program and the management of its CDBG-funded public works improvement project as identified in the RFP.

This includes all tasks associated with project management, labor standards compliance, and compliance with CDC reporting requirements.

It is our understanding that the City of San Fernando is seeking a consultant for the administration and implementation of the City's CDBG program. The desired consultant to be assigned to the position must exhibit extensive experience in the implementation and administration of the CDBG program, contract administration, and project management and labor compliance for CDBG-funded construction projects. We further understand that the City of San Fernando participates in the Los Angeles Urban County CDBG program. As such, the City receives its annual allocation of CDBG funds from HUD through the CDC, requiring experience and knowledge of the processes, procedures, performance expectations, and financial reporting requirements associated with participation in the Los Angeles Urban County CDBG program.

During the 2015–2016 fiscal year, the City will receive \$231,768 in CDBG funds. The City also has \$17,500 in unexpended funds that have been reallocated to the 2015–2016 fiscal year, resulting in a total of \$249,268 available for use during the coming fiscal year. These funds have been programmed for a street, curb ramp, gutter, and tree planting improvement project. The City has also allocated (under separate funding) \$5,000 for CDBG administration. The City is looking for a consultant who can ensure proper and timely expenditure of these CDBG program funds and provide federal labor standards compliance.

Michael Baker's technical approach to administering the City's annual CDBG grant involves assigning a well-qualified team to provide the services requested by the City. Our designated project manager, Damien Delany, will report directly to City staff in delivering the desired services. He will serve as the lead person for the general administration of the City's annual CDBG grant as well as for the monitoring of labor standards compliance. A schedule for the submittal of required reports in accordance with CDC time frames is presented in Appendix B of this proposal. The qualifications and roles of our team members are further discussed in the Project Staff Qualifications section of this proposal.

Michael Baker
INTERNATIONAL

6

FEE

FEE

Michael Baker International is proposing to provide all of the services requested by the City for the following fees:

| | |
|---|----------|
| Assistance with General CDBG Program Administration | \$5,000 |
| CDBG-Funded Public Works Construction Project | \$15,000 |

MANAGEMENT AND LABOR STANDARDS COMPLIANCE

The fees quoted above are not-to-exceed amounts and are inclusive of all project costs. The City will not be charged for travel but only for the hours worked by Mr. Delany at San Fernando City Hall, actual construction project sites within the city, or our offices in administering the City's annual CDBG grant and public works improvement project. Mr. Delany's time will be billed at an hourly rate of \$110.00. These price quotations will remain firm and irrevocable for 120 days hereafter.

Michael Baker
INTERNATIONAL

A

APPENDIX A - RÉSUMÉS

Albert V. Warot

Project Director

Mr. Warot has more than 43 years of professional planning experience involving both public and private sector employment. His experience spans all aspects of planning, including current, advance, and environmental planning, as well as housing and community development.

Education

BS, Geography, Northern Arizona University

Experience

As a managing director, Mr. Warot is responsible for managing and overseeing numerous projects in a number of service areas. In recognition of his contributions to the planning profession in the Los Angeles area, he received the Distinguished Leadership Award from the Los Angeles Section of the American Planning Association.

Relevant Project Experience

City of Westlake Village. Currently managing the update of the Housing Element of the City's General Plan. Also managed the two prior updates of the element.

City of Blythe. Currently managing the provision of on-call planning services to the City, which has included the updating of the General Plan Housing Element. Previously oversaw the preparation of CEQA documents for a variety of land development projects and managed a project that involved the conversion of existing Riverside County addresses on approximately 2,100 residences and 100 businesses, which had been annexed into the city, to a new city property address numbering system.

City of Hanford. Directed the operation of CDBG- and HOME-funded housing rehabilitation programs.

City of Greenfield. Directed the administration of a HOME-funded housing rehabilitation program.

City of Barstow. Managed the update of the City's General Plan Housing Element.

Professional Affiliations

- American Planning Association
- Association of Environmental Professionals
- National Association of Housing and Redevelopment Official

Affiliations

- Sustainable City Committee, City of Signal Hill
- Oversight Board, City of Signal Hill
- Los Cerritos Wetlands Restoration Advisory Committee, City of Long Beach
- Chairman, City Advisory Committee, Los Angeles Urban County CDBG Program

Awards

- Distinguished Leadership Award from the Los Angeles Section of the American Planning Association



City of Colusa. Responsible for oversight of a \$1 million housing rehabilitation program. As a prerequisite to using state CDBG funds, updated the General Plan Housing Element, a process that was completed in a period of five months, including certification by HCD. Prepared a successful application for \$500,000 in state CDBG funds for continued operation of the program.

Los Angeles County. As chairman of the City Advisory Committee for the L.A. Urban County CDBG Program, served as spokesperson for the 48 cities that make up the country's largest urban county program. Served in this position for several years while representing the County's First Supervisorial District as CDBG coordinator from the City of Rosemead.

City of Torrance. As the associate planner in charge of community development, responsible for administering an annual CDBG entitlement of \$1.3 million, a rental assistance program involving 254 Section 8 certificates, and the implementation of a redevelopment program consisting of three project areas.

Damien Delany

Project Manager

Mr. Delany has 21 years of experience in the planning field. He has worked for a nonprofit housing corporation and major private residential and commercial developers and as a planning and community development consultant to a number of Southern California cities. He has personally served as project manager for many community development projects in Southern California. In his capacity as a project manager, Mr. Delany has coordinated the work of technical staff and subconsultants and administered Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and other state/federal grant-funded projects and programs.

Education

Masters Certificate in Applied Project Management | Villanova University, Villanova, PA

Regional Development and Urban Planning | University of Arizona

Community Development Experience

While working as a consultant with Michael Baker International and Willdan Engineering, Mr. Delany's experience in the field of community development has included the following:

City of Redondo Beach. Responsible for administering the City's annual CDBG grant received from HUD and managing CDBG-funded mobility access and home repair grant programs.

City of Montebello. Responsible for administering the City's annual CDBG grant received from HUD and assisting with the implementation of CDBG-funded activities.

City of Lomita. Responsible for overseeing the management of the Lomita Manor Senior Housing Project, a conventional public housing project, and compliance with all related HUD reporting requirements.



Park West Landscape Maintenance, Hawthorne, Supervisor. Responsible for a field staff of approximately 60 individuals. Developed budgets and organized schedules for clients. Managed a fleet of 15 vehicles in two satellite locations.

Shea Homes, Corona, Community Development Manager. Managed two \$100 million master planned communities simultaneously while keeping both projects under budget and on schedule. Worked with the Purchasing Department on purchasing items within budget constraints. Reviewed and approved requests for proposals (RFPs) and contractor bids. Coordinated with inside/outside legal counsel on contract negotiations. Managed the Department of Real Estate approval process. Created methodologies and processes for the selection of vendors and new employees. Tracked, coordinated, led, and developed the work of supporting development team members and departments to achieve project schedules, goals, and objectives.

City of Anaheim, Senior Project Manager. As a City employee, coordinated, developed, and managed \$13 million annual budget. Managed and oversaw new for sale/rental residential communities. Negotiated disposition and development agreements and exclusive negotiation agreements. Negotiated the acquisition of a multimillion-dollar insurance policy for development sites.

Michael Baker
INTERNATIONAL

B

APPENDIX B – ANNUAL CALENDAR OF EVENTS

APPENDIX B ANNUAL CALENDAR OF EVENTS

| | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| I. Application Process | | | | | | | | | | | | | | |
| 1. Solicit Requests from City Departments and Public Service Providers for Coming Year Projects | | | | | | | | | | | | | | |
| 2. Publish Notice for Citizens Participation Meeting | | | | | | | | | | | | | | |
| 3. Conduct Public Meeting for Citizen Input | | | | | | | | | | | | | | |
| 4. Publish Notice for City Council Hearing on CDBG Program | | | | | | | | | | | | | | |
| 5. City Council Approval of CDBG Program | | | | | | | | | | | | | | |
| 6. Prepare and Submit Program Planning Summary/Exhibit A's to CDC | | | | | | | | | | | | | | |
| 7. Submit Authorization to Finalize Planning Documents to CDC | | | | | | | | | | | | | | |
| 8. Execute and Transmit Reimbursable Contract to CDC | | | | | | | | | | | | | | |
| 9. Execute Documents to Implement New Projects with CDC | | | | | | | | | | | | | | |
| 10. Implement New Projects | | | | | | | | | | | | | | |
| 11. Complete Current Projects | | | | | | | | | | | | | | |
| 12. Closeout/Final Requisition Reports | | | | | | | | | | | | | | |

Michael Baker

INTERNATIONAL

| | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| II. Reporting Requirements | | | | | | | | | | | | | | |
| 1. Submit Funding Requests | • | • | • | • | • | • | • | • | • | • | • | • | • | • |
| 2. Contract and Subcontract Activity Reports | | | | | | | | | | | | | | |
| 3. Semi-Annual Labor Standards Enforcement Report | | | | | | | | | | | | | | |
| 4. Submit Single Audit | | | | | | | | | | | | | | |
| 5. Quarterly Performance Reports | | | | | | | | | | | | | | |
| 6. Proposed Construction Report (Davis-Bacon) | | | | | | | | | | | | | | |

Michael Baker
INTERNATIONAL

C

APPENDIX C – CONSTRUCTION SCHEDULE

APPENDIX C CONSTRUCTION SCHEDULE

| Tasks | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Task 1 – Mandatory Pre-Bid Meeting – September 1, 2015 (1 day) | | | | | | | | | | | | | |
| Task 2 – Bid – September 30, 2015 (21 days) | | | | | | | | | | | | | |
| Task 3 – Bid Opening – October 1, 2015 (1 day) | | | | | | | | | | | | | |
| Task 4 – Contract Award – November 2, 2015 (1 day) | | | | | | | | | | | | | |
| Task 5 – Pre-Construction Conference – November 5, 2015 (1 day) | | | | | | | | | | | | | |
| Task 6 – Construction Begins – November 9, 2015 (1 day) | | | | | | | | | | | | | |
| Task 7 – Construction Period – November 9, 2015, through April 1, 2016 (approx. 100 days) | | | | | | | | | | | | | |
| Task 8 – Contract Closeout – April 1 through April 30, 2016 (22 days) | | | | | | | | | | | | | |

City of **San Fernando**



Proposal for

Consultant Services to Administer and Implement the Community Development Block Grant Program





July 6, 2015

Mr. Fred Ramirez
Community Development Director
City of San Fernando
117 Macneil Street
San Fernando, California 91340

Re: Proposal to Provide Consultant Services to Administer and Implement the City of San Fernando's Community Development Block Grant Program

Dear Mr. Ramirez:

In response to the City of San Fernando's ("City") Request for Proposals (RFP), Willdan Financial Services ("Willdan") is pleased to submit the following proposal to provide consultant services to administer and implement the City's Community Development Block Grant (CDBG) Program for fiscal year 2015/2016.

Willdan understands it is the City's desire to retain a consultant that will be responsible for contract administration, project management and labor compliance for public works construction projects funded under the CDBG Program. The anticipated term of this agreement is up to five years, concluding on June 30, 2020. In considering the attributes necessary to effectively execute these important tasks, we are confident the City will find Willdan to be both committed and uniquely qualified for the following reasons:

National Experience: The Willdan project team is nationally recognized for its expertise in a broad range of requested services. In addition to Willdan's grant-related experience, our team has possesses experience specific to special district formation/administration, feasibility studies, utility rate studies and other complex financial and economic analyses for clients *nationwide*. The team's extensive expertise, and our national experience, has made us renowned experts in the financial services field.

Local Experience and Familiarity: Since 2001, Willdan has provided various financial support services to the City of San Fernando; specifically assessment engineering, including administration of the City Landscape and Lighting District, and a water and sewer rate study. As a result, we possess first-hand knowledge concerning the City's internal workings and organizational structure. This first-hand knowledge gives Willdan in-depth awareness and insight necessary to effectively provide the services requested under this RFP.

Willdan's commitment is to provide the highest degree of value to the City. We look forward to discussing our qualifications with you and would be pleased to have the opportunity to extend our working relationship with the City to include the requested grant implementation and administration services. Should you have any questions, or need additional information, please contact me at (951) 587-3534 or via email at zjones@willdan.com. Thank you again for this opportunity to submit our qualifications for these important services.

Sincerely,
Willdan Financial Services

Zaskia Ruiz-Jones
Project Manager



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| Robert ("Bob") Quaid, CPA | 7 |
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Company Qualifications

Firm Profile

Our parent company, Willdan Group, Inc. (WGI) was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Since that time, we have evolved into a professional consulting firm offering a broad array of services that allow us to provide a comprehensive and integrated approach to our clients' planning, engineering, financial, economic, public facility and public safety challenges. 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.



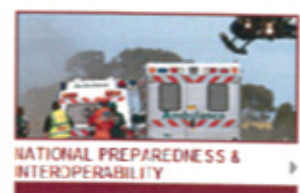
ENGINEERING & PLANNING



ENERGY EFFICIENCY & SUSTAINABILITY



FINANCIAL & CONSULTING SERVICES



NATIONAL PREPAREDNESS & INTEROPERABILITY

Willdan Financial Services ("Willdan") has the largest special district formation and administration practice in the nation. We are also known as the pre-eminent municipal disclosure firm and a major provider of arbitrage rebate services. Our clients include school districts, cities, counties, state agencies, port authorities and special districts. Our staff of over 60 professionals serves as an extension of agency staff, providing such services as:

- District formation services for assessment/local improvement districts, Community Facilities Districts, Landscaping and Lighting Districts, and special taxes;
- Administration of special taxes, assessments, standby charges, and utility rates;
- Grant-related services such as design and implementation of grant programs, reporting and systems administration, external review of proposals and other as needed technical assistance;
- Staff augmentation support;
- Economic studies, such as fiscal analyses of new development, LAFCO studies, and development impact fees; and
- Financial studies to identify funding sources or determine optimal utility rates, standby charges, and cost of services.

Willdan Financial Services provides the following primary services:

- ***District Administration Services***
- ***Financial Consulting Services***
- ***Federal Compliance Services***

Willdan's success is based on a corporate philosophy of personal service. We provide continuous support throughout the year. Clients can be assured that we can be reached should any questions or issues arise.



Contact Information

Willdan Financial Services, a California corporation, is a wholly-owned subsidiary of WGI. The consultant services outlined in the City of San Fernando's ("City") Request for Proposal (RFP) will be performed from our Temecula division headquarters. From this location, we will provide the specialized expertise required for the City's engagement. Contact information for this office is indicated below.

| Office Location from Which Services will be Performed |
|--|
| Willdan Financial Services |
| 27368 Via Industria, Suite 200 |
| Temecula, California 92590 |
| (800) 755-6864 (toll-free) |
| (951) 587-3500 (telephone) |
| (951) 587-3510 (fax) |
| www.willdan.com/financial/ (Website) |

Licenses and Certifications

Willdan has included Mr. Richard Kopecky, PE and Mr. Robert Quaid, CPA on the project team proposed for this engagement. Mr. Kopecky is a Professional Engineer licensed in the State of California (#16742) And Mr. Quaid has held the certification of Certified Public Accountant since 1979. The experience and knowledge possessed by these individuals will greatly benefit the administration and implementation of the City's Community Development Block Grant (CDBG) Program.

Relevant Experiences and References

Provided below for your review and consideration are client references, which include a detailed project description and client contact information. We are proud of our reputation for customer service and encourage you to contact our past clients in regard to our commitment to completing these assignments within the agreed upon project timelines and budget.

Economic Development Agency (EDA) – Housing Division

Ms. Jones performed extensive research regarding the use of funds for the Neighborhood Stabilization Program (NSP) provided through the U.S. Department of Housing and Urban Development (HUD). The purpose of the NSP program was to acquire, rehabilitate and re-sale foreclosed and/or abandoned real property (single-family and multi-family residences). As part of the grant services team, Ms. Jones provided advice, completed reports and ensured earmarking requirements were met. EDA received the 2013 Peggy Robbins Award for Excellence in Redevelopment for successful execution of the NSP grant program.

Client Contact Information: Tom Fan, Housing Manager
Tel #: (951) 343-5486; Email: tfan@rivcoeda.org

Riverside County Economic Development Agency (EDA) – Community Services Division

Ms. Jones managed all aspects of the financial compliance of the Community Development Block Grant (CDBG) Program for the County of Riverside. As the Fiscal Manager, Ms. Jones designed and implemented a system of accounting control to account for each CDBG project related transactions and reporting requirements to the U.S. Department of Housing and Urban Development via the Integrated Disbursement and Information System (IDIS). Projects funded with the County's annual \$10M+ allocation included Post Construction and rehabilitation projects such as library expansions, sidewalk improvements, and rehabilitations of single/multi-family residences.

Client Contact Information: Deanna Lorson, Assistant City Manager
Tel #: (951) 826-5311; Email: dlorson@riversideca.gov

City of Moreno Valley, CA

Ms. Jones performed the technical review of the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and Home Investment Partnerships Program (HOME) applicant proposals in order to recommend to City staff and Council, the best qualified applicants for funding awards. Ms. Jones also assisted the City with completing the required grant application and certifications to the U.S. Department of Housing and Urban Development (HUD). The technical review included recommendations of capital improvement projects to rehabilitate public facilities within the CDBG target area.

Client Contact Information: Marshall Eyerman, Finance Manager
Tel #: (951) 413-3519; Email: marshalle@moval.org

National Association of Job Training Assistance (NAJA)

Ms. Jones facilitated training workshops to advise attendees (grantees) on recent changes to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (more commonly known as the "Super Circular"), codified at 2 CFR Part 200. Ms. Jones specifically covered topics related to Sub-award Requirements, Annual Single Audit, and Monitoring of Sub-grantees.

Client Contact Information: Macey Prince, Board Member
Tel #: (510) 772-4344, Email: maceyprince@yahoo.com



Post Construction Cost and Compliance Audits

County of San Diego, CA – Post Construction Audit Services

Willdan is currently providing Post Construction Audit Services of Community Facilities District No. 2008-01 (Harmony Grove Village), which represents \$55.4 million in developer built public improvements including streets, parks, sanitation, sewer and water.

Client Contact Information:

Orelia Debraal, Public Works
Tel #: (858) 694-2691; Email: orelia.debraal@sdcounty.ca.gov

City of Carlsbad, CA – Post Construction Audit Services

Willdan has provided Post Construction Audit Services for the City of Carlsbad's Assessment District No.'s 2002-01 ("Poinsettia Lane East") and 2003-1 ("College and Cannon Boulevard"), which represented \$23.1 million and \$19.9 million, respectively, in developer-built public improvements. Public improvements for CFD 2002-01 included street, street landscaping, and traffic signals. Public improvements for CFD No. 2003-01 included streets, street landscaping, storm drain, and traffic signals.

Client Contact Information:

Marshall Plantz, Senior Engineer
Tel #: (760) 602-2766; Email: marshall.plantz@carlsbadca.gov

City of San Diego, CA – Post Construction Audit Services

Post Construction Audit Services for Community Facilities District No.'s 2 (Santa Luz) and 4 (Black Mountain Ranch) representing \$15.6 million and \$10.2 million, respectively, in developer-built public improvements, including streets, street landscaping, and offsite traffic signals.

Client Contact Information:

Chuck Wilcox, Special Districts Supervisor
Tel #: (619) 533-4519; Email: cwilcox@sanidiego.gov



Project Staff Qualifications

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 to provide the services requested. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

Resumes for the Willdan project team, comprised of Ms. Zaskia Ruiz-Jones, Mr. Robert Quaid and Mr. Richard Kopecky are provided on the following pages. Each resume identifies the team member's title, responsibility, and prior experience that will be drawn upon in order to effectively and efficiently complete the services desired by the City.

Zaskia Ruiz-Jones

Project Manager

Education

*Bachelor of Science
(Business
Administration), California
State University,
San Marcos*

Areas of Expertise

*Federal and State Grant
Management Compliance*

OMB Circulars

*Community Development
Block Grant (CDBG)*

*Neighborhood
Stabilization Program
(NSP)*

10 Years' Experience

Ms. Jones will serve in the role of project manager for the administration and implementation of the City's CDBG Program. She has been involved in all facets of grant development, research, drafting, evaluation and implementation.

In the position of project manager at Willdan Financial Services, Ms. Jones leads a team of financial analysts that specialize in the research and analysis necessary to resolve local government financial issues related to district and program administration. Prior to joining Willdan, Ms. Jones worked for the County of Riverside Economic Development Agency (EDA) in the role of Fiscal Manager. She served in various capacities which included the administration and fiscal management of Federal Funded Programs including programs awarded by the U.S. Department of Housing and Urban Development (HUD), such as Community Development Block Grant (CDBG), Home Investment Partnership Act (HOME), Neighborhood Stabilization Program (NSP), Emergency Solutions Grant (ESG), and other discretionary/competitive funding.

With more than 10 years of experience in the public finance industry, Ms. Jones has led the strategic planning and successful execution of various projects. Previous services performed by Ms. Jones related to Federal grants included:

- Developed budgets, cost analysis for various competitive funding awards and for annual formula/entitlement funds.
- Assisted in the preparation of grant application proposals and associated certifications (SF-424).
- Prepared various policy documents such as the annual cost allocation plan in compliance with OMB Circular A-87.
- Provided technical assistance, including policy guidance, to resolve obstacles during pre and post award phase.
- Served as the Fiscal Agent for collaborating partners on various federal awards.
- Served as the lead coordinator during the Single Audit and monitoring engagements from awarding agencies and/or external auditors.
- Facilitated information sessions/workshops for sub-grantees related to program objectives, eligibility and administrative compliance.
- Coordinated across multiple agency stakeholders to advise on the status of funding and to ensure earmarking requirements are met.

Recent Project Experience

City of Moreno Valley – Ms. Jones performed the technical review of the CDBG, ESG and HOME applicant proposals in order to recommend to City staff and Council, the best qualified applicants for funding awards. Ms. Jones also assisted the City with the associated grant application and certifications to the U.S. Department of Housing and Urban Development (HUD).

National Association of Job Training Assistance (NAJA): Ms. Jones facilitated training workshops to advise attendees (grantees) on recent changes to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (more commonly known as the "Super Circular"), codified at 2 CFR Part 200.

Robert ("Bob") Quaid, CPA

Principal Consultant

Education

*Bachelor of Science,
University of Southern
California*

Professional License

*Certified Public Accountant,
California License No. 28188*

Areas of Expertise

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

Acquisition Audit Services

Professional Affiliations

*California Society of Municipal
Finance Officers (CSMFO)*

*Municipal Management
Association of Southern
California (MMASC)*

*California Society
of CPAs*

18 Years' Experience

Mr. Quaid has been selected to serve on the project as the task manager of the post construction reporting requirements. He possesses extensive experience with Post Construction auditing experience; the determination of whether a developer is eligible for the reimbursement of incurred construction and incidental costs per the Post Construction/financing agreement. Mr. Quaid will draw upon this experience to successfully carry out assigned tasks.

Mr. Quaid is a principal consultant in Willdan's District Administration Services group. In this position, Mr. Quaid provides technical support and quality review for Post Construction audit and annual special district administration services. He also provides project management support for Willdan's Financial Consulting Services group on Cost Allocation Plans, User Fee Studies, and special financial analyses.

With more than 18 years of experience in the public finance industry, Mr. Quaid's Willdan experience has included the formation and annual administration of numerous Community Facilities, Landscaping and Lighting, and Assessment Districts. Most notably, he served as project manager for the annual administration of 16 Community Facilities Districts for Orange County, which annually levied nearly \$20 million in special taxes. Mr. Quaid has also assisted California public agencies in financial recordkeeping, auditing, and special tax collection.

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.

Project Experience

Mr. Quaid served as project manager for the following agencies:

County of San Diego: Community Facilities District No. 2008-01

City of Carlsbad: Assessment District No.'s 2002-01 and 2003-01.

City of Escondido: Community Facilities District No. 2006-01.

City of Hawthorne: Community Facilities District No. 2006-1.

City of San Diego: Community Facilities District No.'s 2 and 4.

City of Merced: Community Facilities District No. 2006-1.

City of Moreno Valley: Community Facilities District No. 7.

Richard Kopecky, PE**Professional Engineer****Education**

*Bachelor of Science,
Civil Engineering,
University of Illinois*

Professional Affiliations

*American Public
Works Association*

*American Society of
Civil Engineers*

Certification

*Registered Professional
Engineer, RCE 16742*

41 Years' Experience

Mr. Kopecky, PE will serve as the task manager for pre-construction reporting requirements. He will draw upon his extensive engineering experience to carry out assigned tasks.

Mr. Kopecky is the current Interim City Engineer for the City of Desert Hot Springs. He is responsible for the professional review and signature of engineering plans and specifications, Parcel Mergers and Lot Line Adjustments. He provides engineering support for the City's Public Works Department in preparing agenda items, project scope and budgets, grant application support, technical decisions on specification questions, construction contract oversight, conditions of approval for subdivisions, design review and conditional use permits, legal descriptions and plats, Federal and State funded projects and traffic engineering issues.

Mr. Kopecky possesses more than 36 years of civil engineering experience, including administration and preparation of engineering development control ordinances and establishment of development requirements related to drainage, roads, sewers, soils and geology, and water. Mr. Kopecky has served as Deputy Building Official for the City of Santa Clarita, he was the City Engineer/Building Official for the City of Lancaster for 11 years, the City of Santa Clarita for 3 years, and the City of California City for 2 years. Mr. Kopecky was responsible for the design, bidding, and construction management of major capital improvement projects within the City of Santa Clarita, the City of Lancaster, the City of California City, and the City of Big Bear Lake. These projects required preparation of preliminary design reports, including cost estimates and coordinating design efforts with other engineering disciplines. Additionally, Mr. Kopecky has been the Assessment Engineer in numerous Mello-Roos/Community Facilities Districts and assessment districts under the 1982, 1972, 1943, 1915, 1913, and 1911 Acts.

Services provided to these municipalities include:

- Assessment districts
- Budgets
- Building/safety plan check and inspection
- City engineering
- City traffic engineering
- Community development block grants
- Construction management and surveying
- Development and infrastructure review
- Disaster response and recovery
- Fee studies and districts
- Landscape architecture
- Planning Water and wastewater design
- Proposition 218 compliance
- Public works design
- Underground utility districts
- Water and wastewater design

Approach and Schedule

Willdan will provide the City of San Fernando with contract administration, project management, and labor compliance responsibility for public works construction projects funded under the CDBG Program as approved by the City Council on December 1, 2014, pursuant to City Council Resolution No. 7661. Willdan understands that the City-approved, CDBG funded program is noted as:

Street, Curb/Curb Ramp and Gutter Rehabilitation and Tree Planting Projects for FY 2015-2016 (Funding Allocation: \$249,268). Per Federal and Los Angeles Community Development Commission (LACDC) guidelines for the use of CDBG Funds, the proposed street, curb and gutter, ADA ramps, and tree planting work undertaken as part of this project would occur in the community's eligible low and moderate income neighborhoods. The City Council approved use of the full amount to undertake needed street, curb/curb ramp, gutter and tree planting work within LACDC determined eligible areas within the City. Use of the CDBG funds in this manner will support the City's larger capital improvement efforts being developed to address the community's aging infrastructure that includes City streets and sidewalks that have suffered from years of deferred maintenance.

Willdan will ensure that the City's CDBG-funded program complies with requirements of the source(s) of the funds being used and any other legal requirements that may apply. We will maintain the utmost accuracy in documentation and filing system that meets or exceeds the requirements of the funding source. Furthermore, we will manage program workflow to ensure the timely expenditure of funds. Willdan Team members will participate in associated program reviews or audits.

Administrative and Program Support Responsibilities

1. Conduct a kick-off meeting with City Staff and LACD Staff to establish the work plans timeline for both internal and external deadlines.
2. Coordinate with the City's Staff to collect necessary documents and records to prepare the required quarterly reports due to LACD.
3. Review the City's existing system and provide feedback to enhance that efficiency, timeliness, accuracy and compliance with CDBG overall objectives. Activities in this regard will include review of the drawdown procedures, quarterly financial reporting, and earmarking/performance tracking.

Project Management & Labor Compliance Standards Responsibilities

1. Assist City Public Work staff with preparation of Bid Documents to ensure inclusion of Federal Forms including but not limited to Non-lobbying Certification, DBE requirements, EEO certification, Labor Code and registration of contractors and subcontractors with Department of Industrial Relations etc. Suggest that the City conduct, with the assistance of Willdan, a pre-bid meeting to acquaint bidders with the requirement of the bid documents.
2. Conduct a Section 3 Pre-Bid Presentation at the Pre-Bid Meeting regarding the objectives and requirements of the program and the submittal of supporting information for the City's filing of the HUD-60002 form.
3. Assist City staff in evaluating contractor proposals by providing a check list on required submittals and the accuracy thereof, subcontractor list, safety record, accuracy of proposal items, insurance certificates, bid bonds etc.
4. Conduct contractor eligibility check before contract award including debarment and suspension records, DBE submittals and efforts



Fee

Based upon our proposed scope of work, we propose a **fixed fee of \$20,000** for fiscal year 2015/2016. Please note the following:

- We will invoice the City monthly based on percentage of project completed. Invoices will include a description of services as well as a summary of costs to date by task.
- Additional services requested by the City will be billed at our current hourly rates (see the table below).

Additional Services

The table below outlines Willdan's current hourly rates.

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

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: September 21, 2015

Subject: Consideration to Approve a Professional Services Agreement with Ralph Andersen & Associates 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 Ralph Andersen & Associates to perform a comprehensive classification and compensation study; and
- b. Authorize the City Manager to make non-substantive corrections and execute the agreement.

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 approximately 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

Consideration to Approve a Professional Services Agreement with Ralph Andersen & Associates to Conduct a Comprehensive Classification and Compensation StudyPage 2 of 3

Johnson & Associates to conduct the wage and benefit study of 65 City job classifications 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 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.
- 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 Ralph Andersen & Associates most met the criteria specified above. Their firm has over 43 years of local

Consideration to Approve a Professional Services Agreement with Ralph Andersen & Associates to Conduct a Comprehensive Classification and Compensation StudyPage 3 of 3

government consulting experience, and has conducted similar studies for over 37 municipalities in California within the last five years. Their proposed approach and methodology for the six-month project is excellent, while their fee of \$49,925 is reasonable, and the lowest among experienced firms. The proposals from the other firms range from \$63,500 to \$115,000. The proposal from Ralph Andersen & Associates is attached as Exhibit "A" of Attachment "A".

Their fee of \$49,925 is fixed, and includes professional services and miscellaneous expenses (travel, hotel, supplies, etc.). The cost also includes four (4) separate field trips to the City to conduct study-kick off meetings, interviews, and report presentations. However, if additional on-site meetings are required, they would be billed at an hourly billing rate of \$125/hour, to a maximum of \$1,250/day, plus expense reimbursement.

BUDGET IMPACT:

Funding is included in the Fiscal Year 2015-2016 Budget.

CONCLUSION:

Approval of the Professional Services Agreement (Attachment "A") is necessary to enable Ralph Andersen & Associates perform a comprehensive classification and compensation study for the City as stipulated in the respective MOUs with SFPOA, SFPCA and other employee groups.

ATTACHMENT:

A. Contract No. 1797 (Includes Exhibit "A" – Proposal from Ralph Andersen & Associates)

ATTACHMENT "A"
CONTRACT NO. 1797

AGREEMENT FOR PROFESSIONAL SERVICES

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 21st day of September, 2015 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law City ("CITY") and Ralph Andersen & Associates, 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 on pages 7 through 14 in Exhibit A (Consultant's Proposal) attached hereto and incorporated herein by this reference.

B. "Approved Fee Schedule": Such compensation rates as set forth on page 16 in 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, Doug Johnson 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 forty-nine thousand, nine hundred and twenty-five dollars (\$49,925) payable as earned during the project. The compensation payable hereunder includes forty-four thousand, five hundred and twenty-five dollars (\$44,525) for all professional services, and project expenses estimated not to exceed five thousand, four hundred dollars (\$5,400). The total cost of \$49,925 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 is a “fixed fee” regardless of which consultant from the firm that performs the task, and/or number of hours needed to complete a particular element of the study.

The total cost also includes four (4) separate field trips to the City to conduct study kick-off meetings, interviews, and report presentations. 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 \$125/hour. 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 rate of \$125, and not to exceed \$1,250 per day, plus expense reimbursement. 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 twenty (20) percent of the not-to-exceed amount of \$44,525 for professional services 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, percentage of work completed (both for the month and cumulative), and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, 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

If to CONSULTANT:

Attn: Doug Johnson
Vice President
Ralph Andersen & Associates
5800 Stanford Ranch Road, Ste 410
Rocklin, California 95765
Telephone: (916) 630-4900

Facsimile: (818) 898-1219

Facsimile: (916) 630-4911

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:

CITY OF SAN FERNANDO

CONSULTANT:

By: _____
Brian Saeki
City Manager

By: _____
Heather Renschler
President/CEO
Ralph Andersen & Associates

CONSULTANT:

By: _____
Robert Burg
Executive Vice President
Ralph Andersen & Associates

ATTEST:

By: _____
Elena G. Chávez
City Clerk

APPROVED AS TO FORM:

By: _____
Rick Olivarez
City Attorney



5800 Stanford Ranch Road
Suite 410
Rocklin, California 95765
916.630.4900
916.630.4911 (fax)

EXHIBIT "A"

PROPOSAL FOR CLASSIFICATION AND COMPENSATION STUDY

August 26, 2015

Michael Okafor
Personnel Manager
City of San Fernando
117 MacNeil Street
San Fernando, California 91340

Dear Mr. Okafor:

We are pleased to submit one unbound original, six hard copies, and one electronic copy of our proposal to conduct a City-wide Classification and Compensation Study involving 65 job classifications. To facilitate your review, the proposal includes the following:

- **Firm Background** – A summary of our firm, our approach, and contact information.
- **Project Team** – A summary of the project consulting team is provided along with resumes for the consultants who will be assigned to the project.
- **Relevant Experience and Project References** – References for the consulting team are also provided.
- **Project Approach and Scope of Work** – A description of methodologies and a detailed work plan that has proven to be successful in completing similar projects.
- **Fee** – Proposed 'fixed fee' for completing the study as proposed in the work plan, with a breakdown of professional services and expenses.

I am certain that you will find our work plan is responsive to each of your study objectives, and our reputation and experience are unmatched in successfully completing consulting engagements of this nature. Ralph Andersen & Associates is a leader in providing local government consulting services and has successfully completed hundreds of classification and compensation studies.

The full resources of the firm will be available to perform consulting services for the duration of the project. Doug Johnson, Vice President, will be the Project Manager for this engagement and will have the assistance of an experienced consulting team. If you have any questions or need additional information, please do not hesitate to contact me at (916) 630-4900. We look forward to the opportunity to work with you on this important assignment.

Sincerely,

(Signed)
Doug Johnson
Vice President

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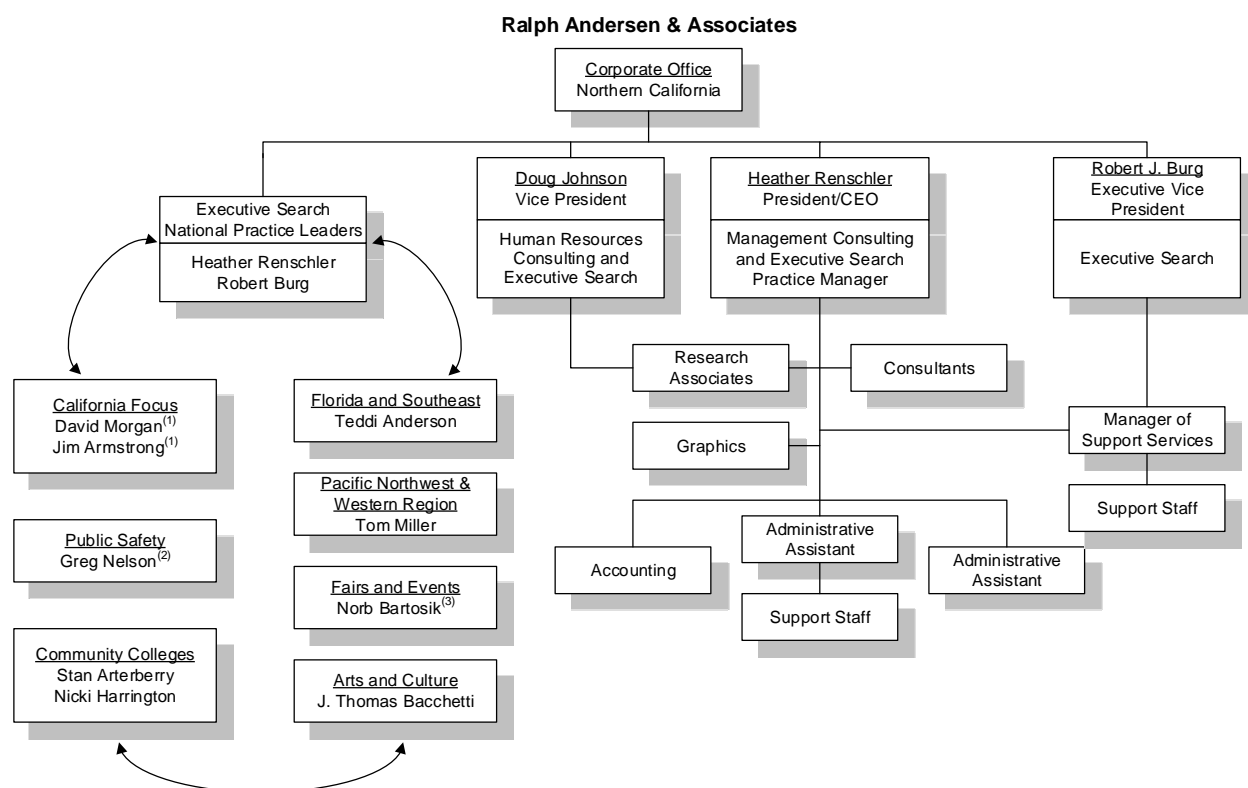
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Firm Background

Ralph Andersen & Associates has over 43 years of local government consulting experience serving the needs of cities, counties, utilities, special districts, community colleges, schools, non-profit organizations, and state governments. Key service areas of the firm include:

- Human Resources Consulting
- Executive Search
- Management Consulting.

Ralph Andersen & Associates serves a nationwide clientele through its Corporate Office in the Sacramento area (Rocklin, California). A multi-disciplined, full-service local government consulting organization, Ralph Andersen & Associates is dedicated to helping our clients improve operating efficiency and organizational effectiveness. The firm employs 17 full-time staff, 3 part-time staff, and has additional contractors and affiliations as needed to provide a full range of services. A corporate organization chart is provided below.



⁽¹⁾Experienced City Manager

⁽²⁾Former Police Chief

⁽³⁾Former Fair CEO

Updated May 2015

For this project, staff from the firm's human resources practice will provide the consulting services. The human resource practice focuses on those services that are not easily provided by in-house human resources staff. Key services include:

City of San Fernando

- **Classification Studies** – These projects include job analysis, class plan development, position allocation, career ladders, class specifications, FLSA analysis, ADA compliance, and related analysis.
- **Compensation Studies** – The firm provides a full range of compensation services including labor market selection, base salary and benefit surveys, private-public data comparisons, benchmark selection, and internal relationship analysis.
- **Expert Testimony and Arbitration Support** – The firm has had significant experience providing technical support in arbitration and mediation hearings and has significant experience working with labor and management groups. This expertise includes the selection of comparable agencies and the elements of compensation appropriate for labor market surveys.
- **Job Evaluation Systems** – In addition to having a copyrighted Point Factor Job Evaluation System, the staff of Ralph Andersen & Associates have significant expertise in developing customized job evaluation systems and “hybrid” solutions.
- **Performance Management Programs** – Performance management serves as a foundation for measuring/tracking organization and employee performance. We have several standard systems that have demonstrated success in a variety of public agencies. In addition, Ralph Andersen & Associates can develop tailored performance management systems to fit the unique needs of our clients.
- **Pay-for-Performance/Incentive Programs** – Ralph Andersen & Associates is a leader in developing effective pay-for-performance programs for public agencies including merit progression systems, lump sum and incentive programs, and other mechanisms tied to employee or organizational measurement criteria.
- **Technical Assistance** – Ralph Andersen & Associates also provides a full range of hourly technical assistance including conducting job audits, support for labor relations, and expert testimony.

Additional information about the firm’s services and background can be found at our web site at www.ralphandersen.com.

We look forward to further discussions on our approach and success in conducting similar projects for other agencies. The following provides contact information for this project:

Ralph Andersen & Associates
Doug Johnson, Vice President
5800 Stanford Ranch Road, Suite 410
Rocklin, California 95765
(916) 630-4900
(916) 630-4911 (Fax)
www.ralphandersen.com

Contact e-mail:
Doug@ralphandersen.com

Relevant Experience and Project References

The approach our firm uses to conduct classification and compensation studies is customized to the specific needs and objectives of each client. While the work plan we have provided in this proposal is proven, we are happy to adapt our work plan and approach as needed during project initiation meetings and throughout the process. Our firm has an outstanding reputation working with elected officials, managers, and labor representatives. Our goal is to provide products and deliverables that ensure implementation by the City. Highlights of our approach include:

- A transparent and collaborative process. We have significant experience working with diverse stakeholders and ensuring that the project deliverables meet the objectives of the City. Our efforts include briefing sessions, meetings, workshops, and a comprehensive and interactive review of draft reports. We are confident in our ability to research and respond to issues that require clarification and to provide information and data that responds to issues of disagreement.
- Custom data presentations including base salary and benefits data. We do not rely on “canned” data analysis tools. The firm uses dynamic Excel spreadsheets and can prepare total compensation datasheets for all survey jobs.
- We are one of the few firms that has experience with private sector data analysis. We subscribe to the largest private sector database in North America, which is updated quarterly. This data can be regionalized to fit the recruitment region of the City.
- Extensive review and input by managers, employees, labor representatives, and elected officials. We provide easy to review draft reports and work with the City to ensure that the final reports meet or exceed all study objectives.

We will review our recommended approach including communication and stakeholder interaction plans with the City at the beginning of the project to ensure the City’s requirements are fully incorporated into the work plan.

References

The staff of Ralph Andersen & Associates has extensive experience providing services directly related to those sought by the City of San Fernando for hundreds of clients. The firm utilizes a project management system that helps meet project deadlines while balancing the firm’s staff resources. We do not rely on outside contractors.

The firm has conducted numerous compensation surveys for clients similar in size to the City of San Fernando. The following references represent just a small sample of similar assignments conducted by the firm. We are certain you will find that our record and our reputation are outstanding.

City of San Fernando

City of Lake Forest, CA

Scope of Work: Ad hoc consulting services including organizational analysis, classification studies, and compensation studies. This is an ongoing project.

Contact: Debra DeBruhl Rose, Deputy City Manager/Dir. of Management Services
25550 Commercentre Drive, Suite 100, Lake Forest, CA 92630
(919) 461-3414
drose@lakeforestca.gov

City of Modesto

Scope of Work: Total Compensation Study in 2012 and an update in 2014 for all city classifications in support of labor negotiations.

Contact: Joe Lopez, Director of Human Resources
1010 10th Street, Modesto, CA 95354
(209) 571-5126
joelopez@modestogov.com

Napa County, CA

Scope of Work: Classification and Total Compensation Studies (2008, 2010, 2012, 2014) and ongoing technical assistance in classification and compensation matters.

Contact: Heather Ruiz, Assistant Director of Human Resources
1195 Third Street, Napa, CA 94559
(707) 259-8341
Heather.Ruiz@countyofnapa.org

City of Sacramento

Scope of Work: Total Compensation Surveys (2012-14), POA Mediation/Arbitration

Contact: Shelley Banks-Robinson, Labor Relations Manager
915 I Street Sacramento, CA 95814
(916) 808-5541
SMBanks-Robinson@cityofsacramento.org

City of Temple City, CA

Scope of Work: Classification and Total Compensation Study (92 positions/45 classes) conducted in 2012

Contact: Tracey House, Director of Administrative Services
9701 Las Tunas Drive Temple City, California 91780
(626) 285-2171 x2314
thause@templecity.us

A five year client listing is provided in Appendix A.

Project Team

Consultants, complemented by consulting firms, define the difference between success and failure in projects of this nature. Ralph Andersen & Associates understands that selection of a project team with the right mix of skills and experience is the most important decision that will be made during the study. The team must be well led and the project well managed if the study objectives are to be achieved. In defining the project team for this engagement, consideration of the current workload of all consulting staff was taken into account to ensure our ability to fully meet your stated needs and objectives. Doug Johnson, Vice President, will serve as the Project Manager and will have responsibility for all primary contact with the City as well as all on-site review meetings and presentations. Mr. Johnson has managed hundreds of consulting engagements including large public agencies throughout California and the United States. Brief staff resumes for staff assigned to this project are provided on the following pages.

Doug Johnson, Vice President

Mr. Johnson is currently a Vice President with Ralph Andersen & Associates and has over 26 years of local government consulting experience. Mr. Johnson has 13 years of experience with Ralph Andersen & Associates in addition to 13 years as President of Johnson & Associates, a human resources consulting firm. Mr. Johnson is the firm's expert in job analysis, market comparability, compensation, benefits, and related matters. He has served as an expert witness in arbitration proceedings and mediation sessions, mostly involving police and fire issues. He has extensive experience working with elected officials, public executives, staff members, labor organizations, and ad-hoc committees. He leads the firm's human resource consulting services and participates in all facets of the firm's recruitments.

Mr. Johnson's expertise includes consulting experience with public agencies throughout the United States including cities, counties, utilities, community colleges, school districts, special districts, nonprofit organizations, and private companies. Mr. Johnson has provided consulting assistance to hundreds of public sector agencies and is a recognized expert in compensation issues. Specific areas of expertise include:

- Job classification studies
- Job evaluation system design and implementation
- Pay plan development and administration
- Market comparability research and analysis
- Total compensation analysis
- Private sector data analysis
- Performance management.

Mr. Johnson holds a Bachelor of Arts degree in Psychology with a minor in Communication Studies from California State University, Sacramento. His course work emphasized organizational development and performance incentives. He is an active member of WorldAtWork, The Total Rewards Association.

Jeff McMurdo, Consultant

Mr. McMurdo has over 15 years of consulting experience and serves on a variety of project consulting teams focusing on classification and compensation plan development. He has primary responsibility for conducting market research on compensation studies and participates extensively in the employee interview and review phases of classification studies. Key responsibilities of Mr. McMurdo include:

- Conducting job analysis interviews, analyzing positions and job classifications, and preparing job descriptions.
- Designing survey data collection forms, questionnaires, and related instruments.
- Market survey research including the review and analysis of budgets, organization charts, MOUs, job descriptions, salary schedules, and benefit documents.
- Data compilation including job comparability, range structure analysis, benefit data, and related survey information.

He has conducted over a hundred compensation surveys including recent surveys for the cities of Anaheim, Temple City, Ketchikan, Laguna Hills, Reno, Sacramento, Stockton, and Sunnyvale. He has also worked with a number of special districts including Olivenhain Municipal Water District, Otay Water District, and Monterey Regional Water Pollution Control Agency. Mr. McMurdo holds a Bachelor of Science degree in Business Administration from California State University, Sacramento. His course work emphasized human resource management.

Rachel Adams, Consultant

Ms. Adams is a Consultant with Ralph Andersen & Associates and has extensive data collection and research experience. She serves as a staff consultant on the full range of human resources projects. Her experience includes participation in classification studies and conducting large and complex compensation surveys. Ms. Adams' expertise includes:

- Participation in classification job audits and development of classification recommendations and class specifications.
- Collection and analysis of labor market salary and benefit data.
- Development of salary recommendations.

Ms. Adams holds a Bachelor of Arts degree in International Relations and Spanish and a minor in Mathematics from Calvin College.

Additional firm resources, including support staff and project consultants, will be available to ensure successful and timely completion of the study.

Project Approach and Detailed Scope of Work

The City of San Fernando is interested in conducting a City-wide Classification and Compensation Study involving 95 full-time and 55 part-time positions currently allocated to 65 job classifications. To ensure that the City's objectives are met, the following key study components and anticipated end-products are included in the work plan developed by Ralph Andersen & Associates.

- Conduct a meeting with City representatives at project initiation to confirm the study goals, objectives, and deliverables
- Conduct an extensive review of background documents
- Distribute job analysis questionnaires and conduct supplemental interviews with employees identified for the classification analysis
- Establish a management and employee review and appeal process
- Review historical practices and recommend survey agencies, survey job classifications, and identify data collection needs
- Conduct a custom salary and limited benefit survey and analyze the market data
- Develop draft and final reports incorporating all study recommendations and supporting data
- Present the findings to managers, employees, labor representatives, project committees, and the City Council, as needed.

Ralph Andersen & Associates has a strong commitment to develop and implement customized and tailored compensation systems. While we have broad expertise and experience from hundreds of successful consulting assignments, we are committed to a "customer service" approach to all of our client engagements. This assures the preparation of study end-products that are uniquely customized to the City of San Fernando. Ralph Andersen & Associates will apply several technical and administrative methodologies in creating the City's updated compensation systems. An overview of all key methodologies is described below.

Background Data Analysis

The consultant team will identify a wide range of background data that will be collected from the City as part of the study. The consultant team will provide the City with a complete list of background needs upon initiation of the project. Materials collected and reviewed during this initial stage of the project will, at a minimum, include:

- Organization charts
- Existing class specifications
- Budgets
- Current pay plan and related salary schedules
- Benefits summaries
- Memorandums of Understanding

- Relevant administrative rules and procedures.

These materials provide an understanding of the City's personnel system and of current applicable policies and procedures.

Job Analysis Questionnaires

Project consultants will distribute a Job Analysis Questionnaire (JAQ) to all employees included in the detailed classification analysis (this tool is not required for our overview analysis). The questionnaire provides an opportunity for employees to fully describe the duties and responsibilities of their position. The questionnaire is also designed to record data regarding other job related information such as the knowledge, skills, abilities, and physical requirements necessary to perform the work, as well as supervisory and managerial responsibilities.

Each questionnaire will be reviewed by the employee's supervisory and managerial staff to ensure completeness and accuracy. Once completed, they will be forwarded to the consultants for examination prior to the conduct of the job analysis interviews. The questionnaire will be distributed and explained in detail during an employee briefing session at the initiation of the project. Appendix B includes a sample Job Analysis Questionnaire. However, all questionnaires used by Ralph Andersen & Associates can be tailored to each specific client and study.

Job Analysis Interviews

As a supplement to the questionnaires, project consultants will conduct interviews with a high sampling of employees included in the classification study. This will ensure that the consultants are able to obtain information regarding any existing job classification issues as well as confirm job duties and tasks performed.

Compensation Policy Development

This methodology relates to the identification and documentation of the City's compensation philosophies, policies, and procedures. The consulting team will confirm specific policies, both implicit and explicit, and assess their impact on the City's overall ability to attract, recruit, employ, advance, and retain high quality personnel. These policies and practices will include the relative labor market position the City seeks to maintain in the competitive labor market, the types of employers with which the City chooses to compete, and the relative importance placed on internal equity vs. market forces in the development of the salary plan. This assessment can be conducted through meetings with managers or with broader input using a workshop session that includes project team members, managers, and the City Council.

Compensation Data Collection and Analysis

The methodology utilized in collecting and analyzing compensation data involves an extensive process to ensure accuracy, reliability, and completeness. Ralph Andersen & Associates does not rely on published or previously collected data; all data is collected personally by the consulting team, who have, based on the classification analysis, an in-depth knowledge and understanding of the survey classifications.

Supporting our approach to labor market surveys, this component of the study will include the development of a comprehensive survey packet, the collection of base salary, salary structure, and total compensation data through written and electronic materials and telephone calls, and the analysis of the data at the survey market mean, median, and requested percentiles.

Project Tasks

Task 1 – Project Kick-off Meetings

The consultants will begin all administrative and coordinative efforts in support of the project initiation meetings and briefings. Among other things, this will include:

- Preparation of a project schedule
- Identification and review of background data including existing class specifications, organization charts, employee listings, salary schedules, and related information
- Identification of scheduling parameters for meetings and interaction with various City employee groups.

This initial step in the study process will be used to identify significant compensation concerns that should be clarified during the initial meeting or addressed during the course of the study.

The consultants will meet with the City's project manager and other staff as appropriate to ensure a full understanding of project objectives and deliverables. The project work plan and schedule will be adapted to achieve the objectives. This meeting will also include a discussion of the City's compensation policies and confirmation of survey agencies, survey jobs, and survey elements.

Task 2 – Employees Complete Questionnaires

The JAQ provides employees with an opportunity to describe the duties and responsibilities of their positions with an emphasis on job related information such as knowledge, skills, abilities, and physical capabilities required to perform the work assigned. Space is also provided on the questionnaire for employees to make any additional comments they wish. The completed questionnaires are reviewed by supervisory and managerial staff, with space provided for their comments. Appendix B includes a sample JAQ.

Task 3 – Conduct Job Analysis Interviews

Prior to conducting interviews, the consultants will thoroughly review the completed questionnaires. The consultants will evaluate position duties and responsibilities, classification series, class titles, job families, reporting relationships, and internal relationships. Based on this preliminary analysis, the project team will identify areas of concern that will be clarified or probed during the job analysis interviews.

The consultants will assume responsibility for the preparation of the employee interview schedule. The City's Project Manager, or designee, will be responsible for scheduling interview rooms, notifying employees, and related coordinative activities.

Task 4 – Prepare and Review Preliminary Classification Report

With the completion of the employee interviews, a preliminary classification report will be prepared. Key components of the preliminary report will include:

- Identification of all key issues identified in the classification analysis
- Recommended job titles
- Employee allocations.

In preparing the preliminary classification report, each position is analyzed according to the criteria set forth at initial review meetings. Such criteria typically will include factors relating to job knowledge, experience, training, decision making, management control, working conditions, and outside contacts. Like positions are grouped into tentative classes forming the basis for initial class definition.

The preliminary classification report will be reviewed with key management staff prior to preparing class specifications. Because the concepts provide the foundation for the resulting classification plan, management review of the recommendations in their respective areas of responsibility is essential.

Task 5 – Prepare Class Specifications

Once the preliminary classification recommendations have been reviewed, the project consultants will revise, update, or create new class specifications based on the issues identified in previous tasks. The City's current job description format will be maintained if appropriate. The class specifications will be drafted and undergo a management/employee review process to ensure they accurately and adequately describe the scope of responsibilities. Once finalized, they will be provided to the City in both an electronic and hard-copy format.

Task 6 – Undertake Management/Employee Review Process

As an important component of the overall classification study, the project consultant team will provide additional opportunities for employee participation and input through the conduct of an employee review process. These steps will (1) build and facilitate the City's understanding of the newly developed classification plan, (2) enhance employee commitment and understanding of the recommended system by giving each employee the opportunity to comment on the system and (3) ensure that the consultants receive as much information as possible regarding the nature and responsibilities of the various positions in order to make appropriate and equitable final classification recommendations. The various subtasks within this portion of the project are as follows.

Task 6.1 – Distribute class specifications to all employees included within the study scope – Each employee will receive an individual copy of the specification for the class to which his/her position has been allocated along with a Position Allocation Notice and Employee Review Form. This will provide employees with an opportunity to review and comment on their proposed classification and allocation. These comments will then be forwarded to management for review and comment.

Task 6.2 – Review written comments received from employees – All written comments or suggestions from employees regarding the recommended class plan will be thoroughly reviewed and analyzed by the project consultants. Based upon written

responses received, the consultant team will incorporate appropriate suggested revisions into the final classification plan.

Task 6.3 – Conduct follow-up telephone interviews as necessary – Based upon the analysis of written comments forwarded to the project consultants and where consultant staff needs further information prior to finalizing recommendations, follow-up interviews will be conducted by the project consultants with individual employees. This step will further clarify and refine any remaining problems or issues.

Task 7 – Finalize the Classification Recommendations

With the completion of the employee appeal process, the consultants will finalize all classification study recommendations. Supporting the finalization of the classification plan, each employee who submitted a notice for review will receive a direct response from the project consultants. This response will specifically outline the consultant's understanding of the employee's concern, specify the steps taken to resolve the concern, and indicate to the employee the substance of the consultant's final recommendation.

Task 8 – Discuss and Document Compensation Policy

The City's compensation policy directly impacts all study end-products resulting from the compensation components of the analysis. As a starting point for this phase of the study, therefore, we propose that the consulting team meet with key management staff to clarify and confirm the City's compensation policy. Important considerations to be discussed include historical practices, recruitment and retention issues, pros and cons of the current compensation system, and reliance on external market data versus internal equity for purposes of setting salaries. The consultants will work with appropriate City representatives to determine comparison agencies and the scope of compensation data to be collected.

Our analysis of the potential and recommended survey agencies will be documented in a memorandum report after consultation with appropriate City representatives. If desired, the consultants can conduct a workshop session that identifies labor market selection parameters, options, and pros/cons of different market approaches. The draft labor market recommendations will be reviewed by appropriate City representatives so that all questions and issues are resolved. Due to the fact that these decisions directly impact the parameters of the market survey, as well as the design and structure of the resulting compensation plan, our suggested approach recommends that these study tasks occur prior to the collection and analysis of the market data.

Task 9 – Collect Compensation Data

After the compensation policy discussion, the consultant team will collect and analyze the compensation data. Our proposed approach would include:

- An initial contact to each labor market agency included in the study to explain the purpose and scope of the survey and confirm cooperation.
- The collection and analysis of source documents from each survey agency including position control documents, job descriptions, salary schedules, benefit summaries, and MOUs.

City of San Fernando

- The confirmation of all compensation data through telephone calls, email, and other means. This will assure that comparability is established and that all compensation data is factual and complete.

Although Ralph Andersen & Associates makes every effort to gain cooperation and participation from the survey agencies, full cooperation cannot be guaranteed. However, we have historically been very successful in obtaining the necessary information and have found that the majority of agencies are willing to participate. Our survey can also include the collection and analysis of private sector data using private databases the firm subscribes to.

Task 10 – Compile and Format Compensation Data

The salary data, once collected and thoroughly reviewed for completeness and accuracy, will be appropriately formatted and the results tabulated in a consistent and uniform manner by the project consultants. The analysis will include pay structure trends and base salary analysis to ensure all appropriate comparison criteria is available for developing recommendations. Through the use of spreadsheet applications developed by our office, it is anticipated that standard formulas will be applied in the calculation of the survey data mean, median, and selected percentiles, with the corresponding percentage relationship to the market data also calculated. Data presentation will be customized to fit the City's objectives as specified in the RFP.

Task 11 – Audit and Finalize Compensation Data

Prior to developing specific salary recommendations, the consultants will thoroughly review and audit the collected survey data. This will include a detailed analysis of data reliability, comparability, statistical validity, and consistency. This audit will be conducted by the project manager independent of the consultant who collected that data. This will ensure that the most accurate and defensible survey data is utilized in comparing the City's compensation plan to the pay practices of the labor market. This analysis will also include the preparation of graphs and other presentation materials to aide in understanding the market relationships broken down by employee/bargaining group.

Task 12 – Conduct Internal Relationship Analysis

Using the results of the job evaluation analysis, the consultants will analyze internal pay relationships. The internal pay relationship analysis will involve a number of steps in order to arrive at sound and equitable relationships for the new compensation plan. Among others, the most important of these will include:

- Analysis of existing and historical pay relationships
- Development of consistent, uniform, and realistic guidelines for determining internal relationships
- Recommendation of equitable and appropriate internal relationship differentials based on the above.

In developing consistent internal relationship guidelines, the results of the job evaluation tasks will be used to determine an equitable pay structure. Since the balance of market values versus internal values can be a policy issue, options and methodologies for achieving an appropriate balance of internal and external salary equity will be reviewed with the City before developing the salary range recommendations.

Task 13 – Develop Salary Recommendations

Based upon the results of the internal relationships analysis and the labor market survey, the project consultants will develop salary recommendations for all job classes included as a part of the study process. These salary recommendations will clearly document the means of determining the appropriate pay range and the computation of the dollar and percentage difference between the current maximum salary and the recommended maximum salary.

Before finalizing the recommendations, a careful audit of the results will be undertaken to ensure that internal salary compression or compaction does not result.

Task 14 – Develop Implementation Strategy Options and Compute Implementation Costs

Recognizing that public agencies often have limited funds available for implementation, the project consultants will develop several strategies for implementing the recommended salary structure. Such strategies will address:

- The placement of individual employees into ranges and steps
- Implementation phasing according to the needs and priorities of the City
- Integration of the study recommendations with the balance of the City's human resource management system including recruitment, selection, and performance appraisal.

The cost estimates will reflect City-wide impacts, as well as impacts on individual employees. The cost estimates will serve as a basis for the City to make necessary policy decisions to implement the compensation system in an orderly and effective manner.

Task 15 – Prepare and Review Preliminary Compensation Report

The Preliminary Compensation Report documents all compensation study recommendations and the supporting information used for developing the recommendations. Specifically, the Preliminary Report will include the following:

- The City's documented compensation policy including survey agencies and survey classifications
- Results of the labor market salary survey using tables and graphs
- Documentation of selected benchmark classifications and the related job families
- Appendices containing detailed labor market data sheets, recommended salary schedules, and supporting documentation.

The project consultants will conduct an in-depth review of the Preliminary Compensation Report with the City. Any needed corrections, clarifications, or modifications will be discussed at this time.

Task 16 – Prepare and Submit Final Reports

The Final Reports will incorporate any appropriate revisions identified and submitted during the review of the preliminary reports and will serve as the implementation and maintenance manuals for updating and maintaining the classification and compensation plans. The submittal of final reports will also include on-site presentations to managers, employees, and City Council.

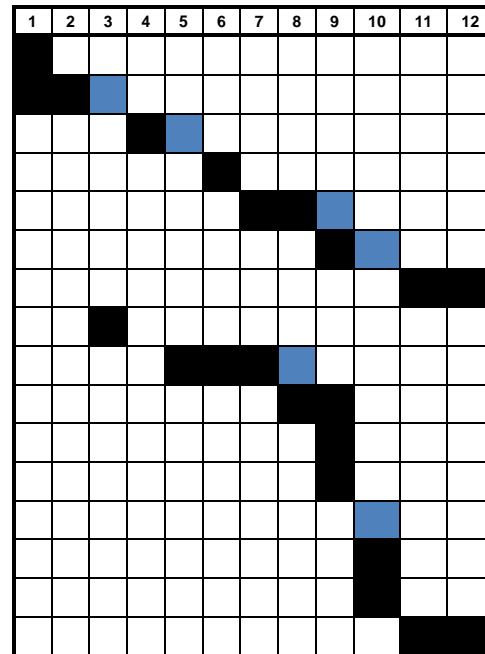
Schedule

Projects of this nature are highly sensitive. Because of this sensitivity and the anxiety experienced by many employees when going through this type of process, it is beneficial to complete the analysis in the most expedient manner feasible. Assuming full cooperation of the City and the survey agencies, our project schedule assumes that all study activities will be completed within twelve (12) weeks.

A proposed timeline is provided on the following page.

Project Timeline City of San Fernando

- Task 1-Conduct project initiation meetings (10)*
- Task 2-Employees complete questionnaires
- Task 3-Conduct job analysis interviews (60)*
- Task 4-Prepare and review preliminary classification report (24)
- Task 5-Prepare class specifications (78)
- Task 6-Undertake review process (12)
- Task 7-Finalize classification plan (20)
- Task 8-Discuss and document compensation policy (6)*
- Task 9-Collect compensation data (120)
- Task 10-Compile and format data (6)
- Task 11-Audit and finalize compensation data (8)
- Task 12-Conduct internal relationship analysis (18)
- Task 13-Develop salary recommendations (6)
- Task 14-Develop implementation strategies (10)
- Task 15-Prepare/review preliminary reports (24)*
- Task 16-Prepare and present final reports (24)*



() Estimated consulting hours
 * On-site meeting
 Blue denotes project milestones

Fee

The total fixed cost for professional service fees and expenses to conduct the classification and compensation study, as proposed, amounts to **\$49,925**. The cost of professional services and expense reimbursement is based upon the project as described in the work plan, and is a “fixed fee” regardless of which consultant performs the task and/or the number of hours needed to complete a particular element of the study. The table provided below has a breakdown of the total fixed cost by professional services and expense reimbursement:

| | |
|-------------------------|-----------------|
| Professional Services | \$44,525 |
| Expense Reimbursement* | \$5,400 |
| Total Fixed Cost | \$49,925 |

* Includes clerical services, copying/printing, postage/delivery, long distance telephone, transportation, lodging, meals, and related items.

The costs outlined assume four (4) separate field trips to the City of San Fernando to conduct study-kick off meetings, interviews, and report presentations. Reviews of preliminary and draft documents can also be accomplished by video or teleconference.

If additional on-site meetings are required, they would be billed at a reduced hourly billing rate of \$125/hour, to a maximum of \$1,250/day, plus expense reimbursement.

If the scope of the analysis creates budget problems for the City, or if additional analysis is desired, we are willing to review the work plan and adjust it and the cost so that it is mutually satisfactory.

Appendix A

Five Year Client Listing

| Agency | Scope of Services | Contact Name Contact Title | Telephone Number E-mail Address |
|--|--|--|---|
| Cities | | | |
| City of Anaheim 200 S. Anaheim Blvd. Anaheim, CA 92805 | Classification & Compensation Study for Miscellaneous Management Positions | Kristine Ridge Human Resources Director | (714) 765-5258 kridge@anaheim.net |
| City of Antioch 200 H Street Antioch, CA 94509 | Classification & Compensation Study | Deborah McHenry Human Resources Director | (925) 779-7021 dmchenry@ci.antioch.ca.us |
| City of Arcadia 240 W. Huntington Drive Arcadia, CA 91066 | Total Compensation Study; Update Total Compensation Study; Technical Assistance | Tracey Hause Administrative Services Director | (626) 574-5425 thause@ci.arcadia.ca.us |
| City of Auburn 1225 Lincoln Way Auburn, CA 95603 | Classification & Compensation Study; Technical Assistance | David Mackowiak Human Resources Practitioners | (530) 534-3071 davidhrp@msn.com |
| City of Camarillo 601 Carmen Drive Camarillo, CA 93010 | Classification & Total Compensation Study | Yolanda Kueny Deputy Director, Human Resources | (805) 388-5310 ykueny@ci.camarillo.ca.us |
| City of Carson 701 E. Carson Street Carson, CA 90749 | Total Compensation Study | Gail McMahon Director of Human Resources and Risk Management | (310) 952-1736 gmcMahon@carson.ca.us |
| City of Ceres 2720 Second Street Ceres, CA 95307 | Classification & Total Compensation Study; Technical Assistance | Keith Howes Human Resources Manager | (209) 402-9406 khleadership@gmail.com |
| City of Concord 428 J Street, Ste. 400 Sacramento, CA 95814 | Police Officers Association (POA) Compensation Survey | Mark Gregersen Principal Consultant | (916) 258-8807 mgregersen@publiclawgroup.com |
| City of Davis 428 J Street, Ste. 400 Sacramento, CA 95814 | Fire Management Compensation Survey | Mark Gregersen Principal Consultant | (916) 258-8807 mgregersen@publiclawgroup.com |

Five Year Client Listing

| Agency | Scope of Services | Contact Name Contact Title | Telephone Number E-mail Address |
|--|---|---|---|
| City of Elk Grove 8401 Laguna Palms Way Elk Grove, CA 95758 | Classification & Total Compensation Study | Jeannine Seher Human Resources Manager | (916) 478-2226 jseher@elkgrovecity.org |
| City of Escondido 201 N. Broadway Escondido, CA 92025 | Multiple classification and compensation studies of various employee groups since 2001 | Sheryl Bennett Human Resources Director | (760) 839-4587 sbennett@ci.escondido.ca.us |
| City of Fairfield 1000 Webster Street Fairfield, CA 94533 | Compensation Studies for Police and Fire Classes | Steve Janice Employee Relations Manager | (707) 428-7758 sjanice@ci.fairfield.ca.us |
| City of Fresno 428 J Street, Ste. 400 Sacramento, CA 95814 | Compensation Survey | Mark Gregersen Principal Consultant | (916) 258-8807 mgregersen@publiclawgroup.com |
| City of Fresno 2600 Fresno Street, Room 1070 Fresno, CA 93721 | Classification & Compensation – Mid-Management Job Classes | Jeff Cardell Director of Personnel Services | (559) 621-6964 Jeffrey.Cardell@fresno.gov |
| City of Hayward 777 B Street Hayward, CA 94541 | Comprehensive Compensation Analysis – HAME Survey Unrepresented Classes | Vanessa Lopez Senior Human Resources Analyst | (510) 583-4566 Vanessa.lopez@hayward-ca.gov |
| City of Hercules | Classification Study for 3 Positions | Jenny E. Smith Human Resources Specialist | (510) 799-8214 jenny.smith@ci.hercules.ca.us |
| City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 | Classification and Compensation Study City Council Compensation Survey | Diane Strickfaden Assistant to the City Manager | (310) 318-0202 dstrickfaden@hermosabch.org |
| City of Kenai 210 Fidalgo Avenue Kenai, AK 99611 | Classification Study | Christine Cunningham Assistant to the City Manager | (907) 283-8223 ccunningham@ci.kenai.ak.us |
| City of Ketchikan, AK 334 Front Street Ketchikan, AK 99901 | Classification & Compensation Study Technical Assistance Classification and Compensation - Technical Assistance Citywide Compensation Survey | Marie Miller Human Resources Manager | (907) 228-5623 mariem@city.ketchikan.ak.us |
| City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653 | Compensation Study | Don White Assistant City Manager | (949) 707-2610 dwhite@ci.laguna-hills.ca.us |

Five Year Client Listing

| Agency | Scope of Services | Contact Name Contact Title | Telephone Number E-mail Address |
|--|---|---|---|
| City of Lake Forest 25550 Commercentre Drive, Suite 100 Lake Forest, CA 92630 | Professional Human Resources Consulting Services Pay-for-Performance Evaluation Technical Assistance Compensation Survey Update | Debra Rose Director of Management Services | (949) 461-3414 drose@lakeforestca.gov |
| City of Manhattan Beach 1400 Highland Avenue Manhattan Beach, CA 90266 | Total Compensation Survey | Janna M. Payne Human Resources Consultant | (310) 802-5255 jpayne@citymb.info |
| City of Menlo Park 428 J Street, Ste. 400 Sacramento, CA 95814 | Survey Analysis Police Supervisory Association (PSE) Compensation Survey | Mark Gregersen Principal Consultant | (916) 258-8807 mgregersen@publiclawgroup.com |
| City of Modesto 1010 10 th Street Modesto, CA 95354 | City-wide Compensation Survey Fire Study Survey Update Police Fire Update 2015 | Joe Lopez Human Resources Director | (209) 571-5126 joelopez@modestogov.com |
| City of Norwalk 12700 Norwalk Blvd. Norwalk, CA 90650 | Total Compensation Study | Patrick Matson Senior Human Resources Analyst | (562) 929-5717 pmatson@norwalkca.gov |
| City of Palo Alto 428 J Street, Ste. 400 Sacramento, CA 95814 | Total Compensation Study Compensation Study - UMPAPA | Mark Gregersen Principal Consultant | (916) 258-8807 mgregersen@publiclawgroup.com |
| City of Reno, NV P.O. Box 1900 Reno, NV 89505 | Classification & Compensation Study | Renee Rungis Human Resources Director | (775) 334-2008 rungisr@ci.reno.nv.us |
| City of Richmond, CA 350 Sansome Street, Suite 300 San Francisco, CA 94104 | Compensation and Classification Study – Library, Business and Finance, and Clerical Positions | Genevieve Ng Senior Labor Counsel | (415) 678-3830 gng@publiclawgroup.com |
| City of Rocklin, CA 3070 Rocklin Road Rocklin, CA 95677 | Compensation Study | Michael Green Human Resources Manager | (916) 625-5055 michael.green@rocklin.ca.us |
| City of Sacramento, CA 428 J Street, Ste. 400 Sacramento, CA 95814 | Compensation Services Police Officers Association Arbitration | Mark Gregersen Principal Consultant | (916) 258-8807 mgregersen@publiclawgroup.com |

Five Year Client Listing

| Agency | Scope of Services | Contact Name Contact Title | Telephone Number E-mail Address |
|--|--|---|---|
| City of Sacramento 915 I Street Sacramento, CA 95814 | Fire Survey Update Salary Survey: Local 39 & Local 447 | Shelley Banks-Robinson Labor Relations Manager | (916) 808-5541 SMBanks-Robinson@cityofsacramento.org |
| City of San Pablo 13831 San Pablo Ave. San Pablo, CA 94806 | Classification & Compensation Study – 4 Non-sworn Police Classifications | Tina Gallegos Asst. to the City Manager | 510-215-3002 tinaG@sanpabloca.gov |
| City of Shoreline 17500 Midvale Ave. N Shoreline, WA 98133 | Compensation and Classification Study | Paula Itaoka Human Resources Director | 206-801-2241 pitaoka@shorelinewa.gov |
| City of South Lake Tahoe 1901 Airport Road, S Lake Tahoe, CA 96150 | Classification & Compensation Study; Ongoing Technical Assistance | Janet Emmett Human Resources Manager | (530) 542-6052 jemmett@cityofslt.us |
| City of Stockton 428 J Street, Ste. 400 Sacramento, CA 95814 | Compensation Survey – Deposition 2013 Survey Data Update 2014 Utilities Class & Comp 2015 Compensation Survey | Mark Gregersen Principal Consultant | (916) 258-8807 mgregersen@publiclawgroup.com |
| City of Stockton 22 E. Weber Ave., Suite 150 Stockton, CA 95202 | Fire Update 2015 | Teresia Zadroga-Haase Human Resources Director | 209-937-8344 Teresia.Haase@stocktongov.com |
| City of Suisun City 701 Civic Center Blvd. Suisun City, CA 94585 | Classification & Total Compensation Study | Suzanne Bragdon City Manager | (707) 421-7300 sbragdon@suisun.com |
| City of Sunnyvale P.O. Box 3707 Sunnyvale, CA 94088 | Annual Salary Survey for COA, PSOA, and SEA classes City Manager Survey Communications Officers' Association Survey – Dispatcher Technical Assistance (Master Contract) Annual PSOA Survey | Tammy Parkhurst Human Resources Manager | (408) 730-7498 tparkhurst@ci.sunnyvale.ca.us |
| City of Temple City 9701 Las Tunas Drive Temple City, CA 91780 | Classification and Compensation Study | Tracey L. Hause Administrative Services Director | (626) 285-2171 ext. 2314 thause@templecity.us |

Five Year Client Listing

| Agency | Scope of Services | Contact Name Contact Title | Telephone Number E-mail Address |
|---|--|--|--|
| City of Vacaville 650 Merchant Street Vacaville, CA 95688 | Technical Assistance on various classification and compensation matters | Chas Howard Human Resources Manager | (707) 449-5136 choward@ci.vacaville.ca.us |
| City of Vallejo 428 J Street, Ste. 400 Sacramento, CA 95814 | Sworn Police Retiree Health Survey | Mark Gregersen Principal Consultant | (916) 258-8807 mgregersen@publiclawgroup.com |
| Counties | | | |
| Napa County 1195 Third Street Napa, CA 94559 | Classification & Compensation Study for Management Employees Compensation Study for Represented Employees Compensation Study for Sworn Management Employees Probation Officer Arming Survey Deputy Sheriffs' Association 2013 Survey Fire Project – Technical Assistance PSE Survey Update (SEIU) HHSA Classification Analysis Management Compensation Plans Compaction Study Between Line Staff & Supervisory Classification Correctional Officer Salary Review Emergency Response Worker & Mental Health Worker Class Review Permit Technician & Plan Examiner Class Series Reviews Engineer Series Compensation Study for Health Officer and Director of Public Health Management Survey | Suzanne R. Mason Director of Human Resources | (707) 253-4303 suzanne.mason@countyofnapa.org |
| Sacramento County 700 H Street Sacramento, CA 95814 | Deputy Sheriff Arbitration Support; Compensation Analyses Involving Unrepresented County Classifications Deposition (Porter Scott) | Mark Norris Administrator, Internal Services Agency | (916) 874-7097 norrism@saccounty.net |

Five Year Client Listing

| Agency | Scope of Services | Contact Name Contact Title | Telephone Number E-mail Address |
|--|--|--|---|
| Sacramento County 700 H Street Room 4667 Sacramento, CA 95814 | Police Management Arbitration | Robert Bonner Director of Labor Relations | (916) 874-7085 bonnerr@saccounty.net |
| San Bernardino County 100 Wilshire Blvd., 4 th Floor Santa Monica, CA 90401 | Compensation Survey | Marianne S. Mortimer Stradling Attorneys at Law | (424) 214-7014 MMortimer@SYCR.com |
| San Joaquin County 24 South Hunter Street Stockton, CA 95202 | Multiple classification and compensation studies of various employee groups conducted since 1998 | Marilyn Maskell Principal Human Resources Analyst | (209) 468-3276 mmaskell@sjgov.org |
| San Luis Obispo County 428 J Street, Ste. 400 Sacramento, CA 95814 | Compensation Survey Update Classification and Compensation (27 positions) Management Compensation Study – Phase III SLOCEA Survey – Phase V Compensation Study | Mark Gregersen Principal Consultant | (916) 258-8807 mgregersen@publiclawgroup.com |
| San Mateo County 455 County Center, 5 th Floor Redwood City, CA 94063 | Salary Survey (5 Classes) | Donna Vaillancourt Human Resources Director | (650) 363-4132 dvaillancourt@smcgov.org |
| Solano County 675 Texas Street Fairfield, CA 94533 | Compensation Policy Analysis Compensation and Benefit Survey | Marc A. Fox Director of Human Resources | (707) 784-2552 MAFox@SolanoCounty.com |
| Sonoma County 428 J Street, Ste. 400 Sacramento, CA 95814 | Class Matching | Mark Gregersen Principal Consultant | (916) 258-8807 mgregersen@publiclawgroup.com |
| Stanislaus County 428 J Street, Ste. 400 Sacramento, CA 95814 | Countywide Total Compensation Survey (Phase I) | Mark Gregersen Principal Consultant | (916) 258-8807 mgregersen@publiclawgroup.com |
| Water Districts | | | |
| Coachella Valley Water District 75515 Hovley Lane East Palm Desert, CA 92211 | Comprehensive Compensation and Classification Survey | Kris Hopping, SPHR Senior Human Resources Specialist | (760) 398-2661, ext. 2489 khopping@cvwd.org |

Five Year Client Listing

| Agency | Scope of Services | Contact Name Contact Title | Telephone Number E-mail Address |
|---|--|---|---|
| Irvine Ranch Water District 15600 Sand Canyon Avenue Irvine, CA 92618 | Compensation Policy Review 2014/2015 Compensation Survey | Gretchen C. Ronin Human Resources Manager | (949) 453-5438 Maswadeh@irwd.com |
| Mesa Water District 1965 Placentia Avenue Contra Costa, CA 92627 | Benefits Benchmark Survey | Coleen L. Monteleone Administrative Services Manager | (949) 631-1205 coleenm@mesawater.org |
| Monterey Regional Water Pollution Control Agency | Base Salary Compensation Survey | Leara Sampson Human Resources Administrator | (831) 645-4650 leara@mrwpca.com |
| Olivenhain Municipal Water District 1966 Olivenhain Road Encinitas, CA 92024 | Total Compensation Study Compensation Survey | Thomas Wood Human Resources Manager | (760) 632-4211 twood@olivenhain.com |
| Otay Water District 2554 Sweetwater Springs Spring Valley, CA 91978 | Total Compensation Study Compensation Study Survey Data Analysis | Kelli Williamson Human Resources Manager | (619) 670-2227 kwilliamson@otaywater.gov |
| Rincon del Diablo Municipal Water District 1920 North Iris Lane Escondido, CA 92026 | Classification and Compensation Study | Tish Berge Director of Administration and Finance | (760) 745-5522 x500 tberge@rinconwater.org |
| Santa Ana Watershed Project Authority 11615 Sterling Ave. Riverside, CA 92503 | Classification and Compensation Study | Celeste Cantu General Manager | (951) 354-4247 ccantu@sawpa.org |
| Santa Fe Irrigation District P.O. Box 409 Rancho Santa Fe, CA 92067 | Compensation Survey | Jessica Miles Human Resources Administrator | 858-227-5780 jmiles@sfdwater.org |
| Scotts Valley Water District 2 Civic Center Drive Scotts Valley, CA 95066 | Compensation Survey Compensation Survey (2 Positions) | Piret Harmon General Manager | (831) 438-2363 pharmon@svwd.org |
| Sonoma County Water Agency (De Loach and Associates) | Limited Classification and Compensation | Robert A. DeLoach President | (909) 758-0273 Robertadeloach1@gmail.com |

Five Year Client Listing

| Agency | Scope of Services | Contact Name Contact Title | Telephone Number E-mail Address |
|--|--|--|--|
| Soquel Creek Water District 5180 Soquel Drive Soquel, CA 95073 | Compensation Study | Michelle Boisen Financial and Business Services Manager | (831) 475-8500 michelleb@soquelcreekwater.org |
| Sunny Slope Water Company 1040 El Campo Drive Pasadena, CA 91107 | Total Compensation Study | Michael Hart Vice President & General Manager | (626) 795-4163 sswc01@sbcglobal.net |
| West Basin Municipal Water District 17140 S. Avalon Blvd., Suite 210 Carson, CA 90746 | Classification and Compensation Survey | Michelle Green Human Resources Officer | (310) 660-6228 michelleg@westbasin.org |
| Zone 7 Water Agency 100 N. Canyon Pkwy. Livermore, CA 94551 | Total Compensation Studies | Sylvia Seaborn Human Resources Manager | (925) 224-7730 ext. 228 sseaborn@zone7water.com |
| Other Districts and Authorities | | | |
| Alameda County Housing Authority 22941 Atherton Street Hayward, CA 94541 | Management Compensation Study | Thomas Makin Deputy Director for Operations | (510) 727-8516 TomM@haca.net |
| Central Contra Costa Sanitary District | Compensation Survey | Eddie Kreisberg Meyers Nave 555 12th Street, Suite 1500 Oakland, CA 94607 | (510) 351-4300 elk@meyersnave.com |
| Conejo Recreation and Park District 403 West Hillcrest Drive Thousand Oaks, CA 91360 | Total Compensation & Limited Classification Study Classification Study (Pool Manager and Assistant Pool Manager) Technical Assistance 2015 | Phyllis Bluhm Human Resources Supervisor | (805) 381-1221 pbluhm@crpd.org |
| Contra Costa County Employees' Retirement Association 1355 Willow Way Suite 221 Concord, CA 94520 | Compensation Analysis | Marilyn Leedom Retirement Chief Executive Officer | (925) 521-3960 mleedom@ret.cccounty.us |
| Contra Costa County Schools Insurance Group 550 Ellinwood Way Pleasant Hill, CA 94523 | Total Compensation Studies; Technical Assistance in classification and compensation matters | Erica Williamson Human Resources Manager | (866) 922-2744 ewilliamson@cccsig.org |

Five Year Client Listing

| Agency | Scope of Services | Contact Name Contact Title | Telephone Number E-mail Address |
|---|--|---|---|
| Emerald People's Utility District 33733 Seavey Loop Road Eugene, OR 97405 | COLA Analysis | Alice Schroeder, SPHR Human Resources Coordinator | (541) 744-7457 alice@epud.org |
| Hanson Bridgett LLP Wood Island 80 E. Sir Francis Drake Blvd., Suite 3E Larkspur, CA 94939 | Expert Witness | Raymond F. Lynch Partner | (415) 995-5055 rlynch@hansonbridgett.com |
| Jurupa Community Services District 11201 Harrel Street Mira Loma, CA 91752 | Limited Compensation Study | Todd Corbin General Manager | (951) 685-7434 tcorbin@jcsd.org |
| Meyers Nave – Wulfman 555 12 th Street, Suite 1500 Oakland, CA 94607 | Deposition | Samantha W. Zutler Senior Associate | (510) 808-2000 szutler@meyersnave.com |
| Midpeninsula Regional Open Space District 330 Distel Circle Los Altos, CA 94022 | Classification & Compensation Study; Technical Assistance in classification and compensation matters | Sally Rice Assistant General Manager | (650) 691-1200 srice@openspace.org |
| North Bay Schools Insurance Group 380A Chadbourne Road Fairfield, CA 94534 | Total Compensation Study | Jan DeGracia Executive Director | (707) 428-1830 ext. 105 jand@nbsia.org |
| Orange County Fire Authority 1 Fire Authority Road Irvine, CA 92602 | Classification and Compensation | Debbie Casper, C.P.M., CPPB Purchasing & Materials Manager | (714) 573-6641 debbiecasper@ocfa.org |
| Sacramento County Employees' Retirement System 980 9 th Street, Suite 750 Sacramento, CA 98512 | Total Compensation Study of Five SCERS Positions Compensation Survey Total Compensation Study of Eight Positions | Kathy Ragalia Chief Operations Officer | (916) 874-9119 regaliak@saccounty.net |

Five Year Client Listing

| Agency | Scope of Services | Contact Name Contact Title | Telephone Number E-mail Address |
|--|---|--|---|
| Housing Authority of the County of Santa Clara 505 West Julian Street San Jose, CA 95110 | Compensation Study for the position of Assistant Housing Programs Director Compensation Study for the position of Housing Programs Manager Compensation Study for the Housing Programs Staff (3 positions) Compensation Study for the position of Executive Director Organization Review of the Housing Programs Department | Shelley Giancola Human Resources Manager | (408) 993-3031 shelleyg@hacsc.org |
| Schools Insurance Authority 9805 Goethe Road Sacramento, CA 95827 | Compensation Study Executive Director Survey | Martin Brady Executive Director | (916) 364-1281 mbrady@sia-jpa.org |
| Tahoe Truckee Unified School District 11603 Donner Pass Road Truckee, CA 96161 | Management Classification and Compensation Study | Thomas Gemma Executive Director of Administrative Services | (530) 582-2500 tgemma@ttusd.org |
| West Bay Sanitary District 500 Laurel Street Menlo Park, CA 94025 | Job Classification and Total Compensation – Technical Assistance | Phil Scott District Manager | (650) 321-0384 |
| Whatcom Transportation Authority 2011 Young Street Bellingham, WA 98225 | Compensation Workshop and Analysis; Technical Assistance Compensation Plan | Kimberly Somers | (360) 738-4588 kimberlys@ridewta.com |
| Yolo County Housing Authority 1224 Lemen Avenue Woodland, CA 95776 | Compensation Study for Grant Writer Classification/Position | Executive Director's Office (contact was David Serena, Executive Director) | (530) 662-5428 |

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: September 21, 2015

Subject: Consideration of a Historic Materials Loan Agreement

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Historic Materials Loan Agreement (Attachment "A" – Contract No. 1800) with Richard A. Santillan, allowing him to include relevant historical pictures and images in an upcoming book from Arcadia Publishing titled *Mexican American Baseball in Ventura County*.
- b. Authorize the City Manager and the City Attorney to take all actions necessary to execute and implement said Agreement.

BACKGROUND:

1. On September 1, 2015, Recreation and Community Services staff overseeing the Lopez Adobe facility and historical archival material met with Vickie Norton and identified 16 images that had the potential to be included in an upcoming book titled *Mexican American Baseball in Ventura County*.
2. On September 11, 2015, lead author of the book *Mexican American Baseball in Ventura County* Mr. Richard A. Santillan, requested City authorization to include some of the previously identified Lopez Adobe archival photos in a chapter of the book dealing with baseball teams from the Santa Maria and the San Fernando Valley areas including the City of San Fernando. The request to obtain City Council approval at this juncture is intended to allow sufficient time for Lopez Archival photos to be considered for inclusion in the book that is scheduled for release in October of 2016.

Consideration of a Historic Materials Loan AgreementPage 2 of 2

ANALYSIS:

Book Overview. The authors of the book titled *Mexican American Baseball in Ventura County* note that the “book is intended to pay tribute to the Mexican American players and teams who brought pride to their fans and communities at a time when discrimination was common. The book illustrates the contributions these players (men and women) made to the sport and how playing ball influenced their lives. The book covers the time period from the early 1900s to the 1960s”.

Proposed Agreement. The attached draft Historical Materials Loan Agreement is similar to such agreements that have been used in the past to allow researchers to have access to the Lopez Adobe archives, while protecting the material and the City. It also provides for proper credit to be given to the City of San Fernando for any such material that is used in the forthcoming book.

It is staff’s assessment that allowing this request to include rare photos/images from the Lopez Adobe archives would not only assist the author in completing his research on the history of Mexican American baseball players Ventura County and the San Fernando Valley including the City of San Fernando, but would also be consistent with the City’s goal of promoting the Adobe as a community resource and house museum.

As previously noted, City staff from the Recreation and Community Services Department have and will continue to assist the applicant in reviewing the Lopez Adobe’s archives and subsequently identifying the archival photos that will eventually be included in the proposed book with property recognition to the City.

CONCLUSION:

City Council authorization for the City Manager to execute the attached “Historic Materials Loan Agreement” with Mr. Richard A. Santillan would be consistent with the City’s goal of promoting the Lopez Adobe as a community resource and house museum.

BUDGET IMPACT:

Approval of this contract will have no impact on the City’s budget. Allowing Mr. Richard A. Santillan to include Lopez Adobe archival photos in the proposed book will not require a significant amount of staff time coordinating said photo usage.

ATTACHMENTS:

- A. Contract No. _____
- B. September 11, 2015 e-mail noting Mr. Richard A. Santillan’s request
- C. Copies of Lopez Adobe Archival Photos

ATTACHMENT "A"
CONTRACT NO. _____

HISTORIC MATERIALS LOAN AGREEMENT

CITY OF SAN FERNANDO

This Historic Materials Loan Agreement ("Agreement"), effective as of September __, 2015, is entered into by and between the City of San Fernando ("City") and Mr. Richard A. Santillan ("Applicant").

RECITALS

Applicant, located at 2712 West Ross Avenue, Alhambra, CA 91803, are responsible for the collection of historical pictures/images that will be included as part of their forthcoming book entitled: *Mexican American Baseball in Ventura County* ("Project").

City is the owner of certain historically significant documents, manuscripts, and related graphic materials ("the Historic Materials").

Applicant desires to borrow the Historic Materials, free of charge, for such purposes as digitizing and scholarly research.

City is willing to loan copies of the Historic Materials to Applicant for such purposes, subject to the provisions hereof.

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

1. LOAN

City agrees to: (a) allow Applicant to scan the Historic Materials onto a CD-ROM; and (b) loan the CD-ROMs to Applicants, free of charge. Applicants agree to use the images delivered by City for such purposes as placement of the chosen historical pictures/images within the forthcoming book entitled *Mexican American Baseball in Ventura County*, and scholarly research, and for no other purpose.

2. TERM

The term of the loan of the Historic Materials shall commence upon the date of this Agreement, and end one-hundred and eighty (180) days thereafter.

3. WARRANTY OF OWNERSHIP

City represents and warrants that City possesses the proper legal authority to authorize Applicant to use and duplicate the Historic Materials scanned onto the CD-ROMs and deliver to Applicant pursuant to this Agreement.

4. CONSIDERATION

As consideration for City's loan of the images of the Historic Materials pursuant to this Agreement, Applicant shall maintain a credit line upon or in reasonable proximity to the

images of the Historic Materials while on public display. Such credit line shall contain the substance of the following statement: "Donated by City of San Fernando."

5. GENERAL PROVISIONS

- 5.1. This instrument contains the entire Agreement between the parties with respect to the transactions contemplated herein. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by each party.
- 5.2. Applicant and City agree that this Agreement shall not be deemed to have been prepared or drafted by any particular party hereto. Applicant and City also expressly acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 5.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice-versa, and the plural shall be substituted for the singular form and vice-versa, in any place or places herein in which the context requires such substitution(s).
- 5.4. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action.
- 5.5. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended so as to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 5.6. This Agreement shall be governed and construed in accordance with the laws of the State of California.

6. RETURN OF HISTORIC MATERIALS

Before or upon the effective date of the termination of this Agreement, Applicant shall return the CD-ROMs containing the images of the Historic Materials to City.

7. CONTRACT ADMINISTRATION

The City Manager or his or her designee shall administer the terms and conditions of this Agreement for the City.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“Applicant”

“City”

By: _____
Richard A. Santillan, Applicant

By: _____
Brian Saeki, City Manager

Attest:

By: _____
Elena G. Chavez, City Clerk

Federico Ramirez

From: Virginia Diediker
Sent: Friday, September 11, 2015 3:47 PM
To: Federico Ramirez; Ismael Aguila
Cc:
Subject: RE: Baseball photos

Richard Santillan is the lead author for the Baseball Book titled "Mexican American Baseball in Ventura County". He has the legal authority to sign on behalf of the Publisher, Arcadia Publishing. Photos used in the book will have "Courtesy of" placed next to the photo. In addition, the book will have an acknowledgement page.

The book encompasses Ventura County as well as the northern area of Santa Maria and the southern area of San Fernando Valley. The release date is scheduled for October, 2016. There is a chapter in the book that will accommodate possibly 10 photos from the San Fernando Valley area. The hope is that some photos from the City of San Fernando can be included.

Below is the Ventura Chapter introduction from the Central Coast book (previous book) that Author Richard A. Santillan (lead author) suggested as an excellent overview of the upcoming project.

Ventura County Book Overview:

The Ventura County book pays tribute to the Mexican American players and teams who brought pride to their fans and communities at a time when discrimination was common. The book illustrates the contributions these players (men and women) made to the sport and how playing ball influenced their lives. The Ventura County book covers the time period from the early 1900s to the 1960s.

Lead CONTACT INFORMATION:

Richard Santillan
Address: PO Box 3245
Alhambra, CA 91803
rsantillan@earthlink.net
Cell: 626.375.9944

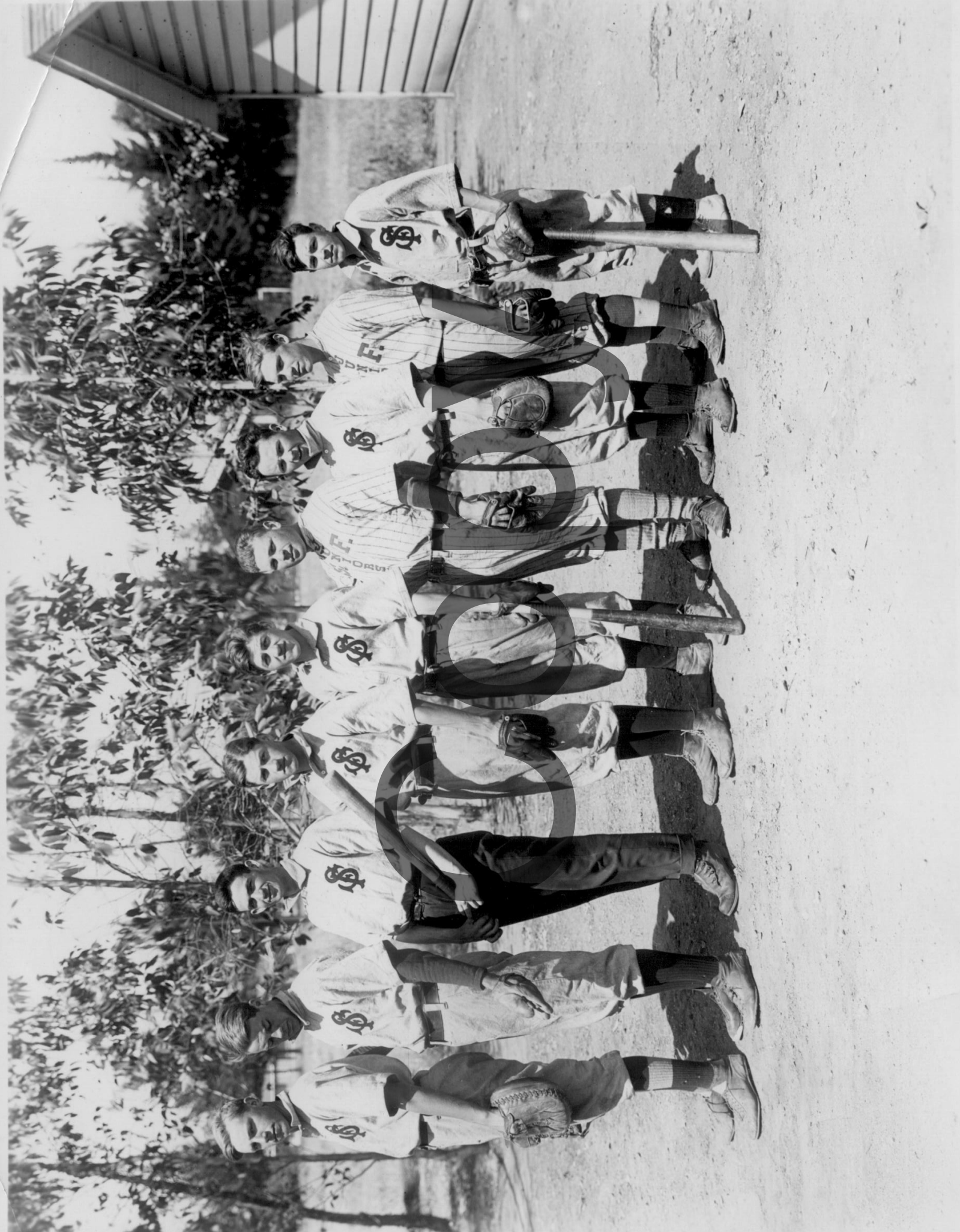
Virginia Diediker

Cultural Arts Supervisor



208 Park Ave. | San Fernando, CA 91340
Tel (818) 361-7155 | Fax (818) 898-2155
vdiediker@sfcity.org | www.sfcity.org

















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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: September 21, 2015

Subject: Award of Contract – Brand Boulevard Waterwise Landscaping
Project No. 7591, Plan No. 717

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve plans and specifications (Attachment “A”) 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 (Attachment “B”), approving a budget appropriation for the project and authorizing the City Manager to execute a Construction Contract with KTB Construction (Attachment “C” – 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.

BACKGROUND:

As part of the City’s Fiscal Year (FY) 2015-2016 Budget, the City Council approved a project to enhance landscaped medians along Brand Boulevard, which consists of installing drought tolerant landscaping and low-flow drip irrigation components that minimize water usage. It is expected that these improvements will help to enhance a major entry point into the City, reduce landscape maintenance frequencies by at least 50%, and save approximately 1,000,000 gallons of water per year. The proposed improvements will help to reduce water usage in light of statewide drought conditions and also improve a visible City entry point.

Award of Contract - Brand Boulevard Waterwise Landscaping**Project No. 7591, Plan No. 717**Page 2 of 4

In December 2014, the City Council approved the conceptual design for median improvements and authorized the preparation of design plans for drought tolerant landscaping enhancements along Brand Boulevard. A Notice Inviting Bids was published in local news publications and advertised for public bidding on the City's website and other online construction publications. Bids have been received from licensed landscaping contractors for the completion of the proposed improvements. Funding for the project is provided through several funding sources, including gas tax funds, water funds, Measure A funds, and rebates available through the Metropolitan Water District.

ANALYSIS:

In conjunction with the City's water conservation efforts, several City-owned facilities/landscaped areas were identified as prime locations to help reduce local water usage. These locations include parks, street medians, landscape planters near streets, and landscaping adjacent to City facilities. In December 2014, the City Council approved conceptual plans to renovate landscaped street medians on Brand Boulevard, from the City's entry point south of O'Melveny Street to San Fernando Road. This location was selected as an ideal location to initiate landscaping improvements due to its high water usage and visibility as a primary entry point into the City. The proposed improvements include the following:

- The full renovation of existing landscaped medians with drought tolerant landscaping, synthetic turf, and decomposed granite;
- The installation of new irrigation equipment, including centralized weather-based irrigation controllers, drip irrigation systems, and other low-flow watering components;
- The preservation of existing street trees, including Crape Myrtles and Palm Trees; and
- The installation of new "signature" Coast Live Oak trees in vacant planter areas.

Attachment "D" includes a conceptual layout and artist's rendering of the renovated median landscaping. As proposed, the median will include several areas that would allow emergency vehicle access across medians, if necessary. The plant palette includes drought tolerant California native plant materials, synthetic turf, and decomposed granite to help create distinct planting areas and a cohesive landscape design.

On September 16, 2015 at 11:00 a.m., the City Clerk received and opened three (3) bids for construction of these improvements (Attachment "E"). Staff analyzed all bids and determined the bid from KTB Construction to be the lowest responsive bid. The following table summarizes the bids received for project construction:

Award of Contract - Brand Boulevard Waterwise Landscaping**Project No. 7591, Plan No. 717**Page 3 of 4

| RANK | BIDDER | BID AMOUNT |
|-------------|--------------------------|-------------------|
| 1 | KTB Construction | \$348,335.00 |
| 2 | Kasa Construction | \$457,737.50 |
| 3 | C.S. Legacy Construction | \$506,623.00 |

KTB Construction has completed projects in the Cities of Santa Clarita, Fillmore, Santa Monica, Los Angeles, and San Fernando.

Timeline

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

- September 21, 2015
City Council Award of Contract
- Tentative Construction Schedule
October – December 2015

As indicated in the project bid specifications, the contractor has forty-five (45) calendar days to complete the project.

Environmental Review

The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15304 (a) of the CEQA Implementing Guidelines. This exemption covers projects involving minor alterations of land that do not have a significant effect on the environment.

BUDGET IMPACT:

The construction cost for this project is \$383,168.50, including contingencies. Funding for the project is provided through several funding sources, including gas tax funds, water funds, Measure A funds, and rebates available through the Metropolitan Water District. Gas Tax and Water funds were already appropriated through the FY 2015-2016 budget. It is requested that an appropriation of \$100,000 be made from Measure A funds. The FY 2015-2016 Adopted budget included projected revenue of \$1.9 million from Measure A. However, based on FY 2014-2015 actual revenues and receipts in the first quarter of FY 2015-2016, it is recommended

Award of Contract - Brand Boulevard Waterwise Landscaping**Project No. 7591, Plan No. 717**Page 4 of 4

that the budget projection be increased for Measure A by \$100,000 to \$2 million. The increased revenue appropriation will be transferred to the City's Capital Outlay fund to pay for a portion of this project (Attachment "B" – Resolution No. 7701). Any rebates received from MWD will be credited to the Capital Outlay fund. It is projected that the project will generate approximately \$35,000 annually in water and maintenance cost avoidance.

CONCLUSION:

Based on the current water shortage conditions and benefits from installing a drought tolerant landscape, it is recommended that the City Council approve the plans and specifications related to the Brand Boulevard Medians Waterwise Project. Staff has analyzed the project, funding, and construction bids. Staff recommends award of the construction contract to the lowest qualified responsive bidder, KTB Construction.

ATTACHMENTS:

- A. Plans and Specifications – Available on File with the City Clerk
- B. Resolution No. 7701
- C. Contract No. 1798
- D. Conceptual Rendering
- E. Bid Summary

ATTACHMENT “A”

Plans and Specifications – Available on File with the City Clerk

ATTACHMENT "B"**RESOLUTION NO. 7701****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2015-16 ADOPTED ON JUNE 15,
2015**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2015-16, commencing July 1, 2015, and ending June 30, 2016; and

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

WHEREAS, the City Council approved a landscape median project along Brand Boulevard which will enhance a major entry point into the City, reduce landscape maintenance frequency and save approximately 1,000,000 gallons of water per year; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2015 and ending June 30, 2016, a copy of which is on file in the City Clerk's Office, has been adopted on June 15, 2015.

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

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

Increase Revenue(s):

| | |
|--|-----------|
| Measure A (001-3210-3201) | \$100,000 |
| Transfer From General Fund (032-3970-0000) | \$100,000 |

Increase Expenditure(s):

| | |
|--|-----------|
| Transfer To Capital Outlay (001-190-0178-4932) | \$100,000 |
| Brand Median Project (032-311-0178-4600) | \$100,000 |

| | |
|-------------------------------|-----------|
| Total Expenditure Adjustment: | \$200,000 |
|-------------------------------|-----------|

| | |
|---------------------------|-----------|
| Total Revenue Adjustment: | \$200,000 |
|---------------------------|-----------|

PASSED, APPROVED, AND ADOPTED this 21st day of September, 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 21st day of September, 2015, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "C"
CONTRACT NO. 1798

CONSTRUCTION CONTRACT / AGREEMENT
FOR PUBLIC WORKS PROJECT
CITY OF SAN FERNANDO

THIS AGREEMENT, made and entered into this 21st day of September, 2015, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and KTB Construction "CONTRACTOR."

WITNESSETH:

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

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved Plans (**Plan No. 717**) and Specifications (**Job No. 7591**), Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Brand Boulevard Waterwise Landscaping (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated September 16, 2015.

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

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of Three Hundred Forty-Eight Thousand Three Hundred Thirty-Five Dollars and No Cents
Dollars (\$ 348,335.00).

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

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within forty-five
(45) calendar days from the date the Notice to Proceed is issued.

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

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Five Hundred Dollars (\$500.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

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

9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

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

CONTRACTOR

BY _____

(Title)

BY _____

CITY OF SAN FERNANDO
A Municipal Corporation

BRIAN SAEKI
CITY MANAGER

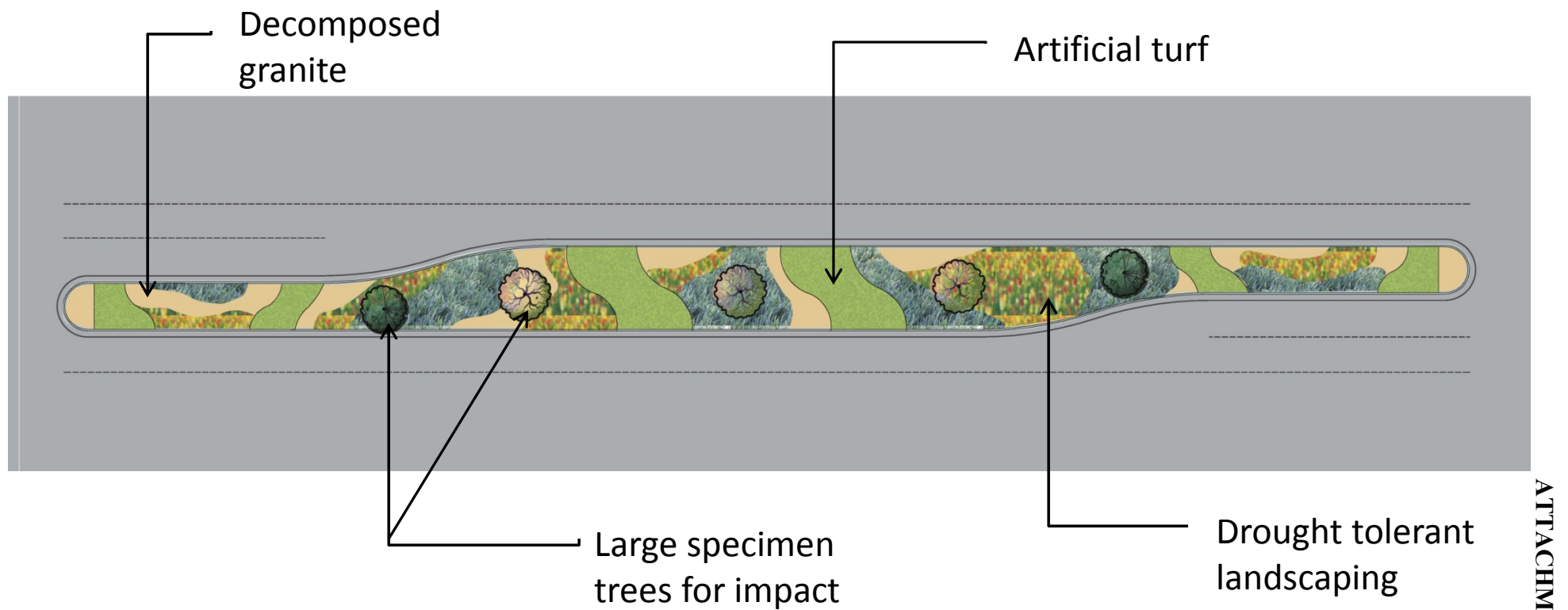
ATTEST:

CITY CLERK OF THE CITY OF
SAN FERNANDO

APPROVED AS TO FORM:

CITY ATTORNEY OF THE CITY OF
SAN FERNANDO

Brand Boulevard Conceptual Layout (plan view)



Brand Boulevard

Landscaping and Water Conservation Enhancements





NOTICE OF INVITING BIDS BRAND BOULEVARD WATERWISE LANDSCAPING

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSAL DUE DATE: WEDNESDAY, SEPTEMBER 16, 2015 – 11:00 AM

| No. | Company Name | Address | Date and Time Received | Cost |
|-----|-------------------------------|--|------------------------|--------------|
| 1 | KTB Construction | 7004 Hebrides Circle West Hills, CA 91307 | 10:44a | \$348,335.00 |
| 2 | C.S Legacy Construction, Inc. | 1461 S. East End Ave. Pomona, CA 91766 | 10:51a | \$506,623.00 |
| 3 | Kasa Construction | 15148 Sierra Bonita Lane Chino, CA 91710 | 10:54a | \$457,737.50 |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Vice Mayor Sylvia Ballin

Date: September 21, 2015

Subject: Appointment to the Transportation and Safety Commission

RECOMMENDATION:

I recommend that Dee Akemon be appointed as my representative to the Transportation and Safety Commission.

BUDGET IMPACT:

None

ATTACHMENT:

A. D. Akemon - Biography

ATTACHMENT "A"**DEE AKEMON**

I was born in Philadelphia, Pennsylvania. At the age of 12 ½ began working at a plumbing supply store and then at Jefferson Medical School until I graduated from high school.

In 1959, I came to Pacoima with my aunt Margaret Raby who had built her own home on 10232 Telfair Avenue. In 1960, she sold both her homes and moved to 1072 Macneil Street, where the City used her house as a polling place. Also that year, I went to the San Fernando High School prom (there's a photo in the archive somewhere).

I am a single mom and raised two children, Dan Akemon and Dana Jordan. As children, they had friends on Macneil Street and would play on the streets. Dan is now a Deputy District Attorney for L.A. County and Dana is an event planner at Westlake Inn.

During my employment career, I worked at an endocrinology clinic, as an assistant medical records librarian at North Hollywood Hospital, for a defense attorney in Los Angeles, and for workers' compensation attorneys for 31 years (the office closed due to one of the partner developing pancreatic cancer). Soon after, I had open-heart surgery which required me to retire.

My grandchildren, now 14 and 17, have been coming to stay with me in San Fernando since they were born. I'm enjoying my retirement by taking care of my grandkids, my animals, garden, and home and I participate in Neighborhood Watch and try and help my neighbors when needed. I am a big supporter of our police and fire departments and make goodies for them when I can. I don't speed through our city and try and lead by example.

I was appointed to the Transportation and Safety Commission in 2000 through 2012, and then reappointed again in 2013.

Thank you for this wonderful opportunity. Dee

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: September 21, 2015

Subject: Update Regarding Traffic Conditions and Pilot Drop-Off Zone Adjacent to Vista del Valle Dual Language Academy

RECOMMENDATION:

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

BACKGROUND:

On July 20, 2015, the City Council authorized the implementation of a pilot program to create a pick-up/drop-off location on Eighth Street (from Macneil Street to Brand Boulevard) for a period of one hundred twenty (120) days, starting in the Fall 2015-16 school year. Vice Mayor Ballin recently requested that an update be provided relative to this pilot program.

ANALYSIS:

The Vista del Valle Dual Language Academy ("School") opened in September 2010. The entrance of the school is located at 12441 Bromont Avenue in the City of Los Angeles (in between Maclay Avenue and Brand Boulevard). The southern portion of the school is located in the City of San Fernando, adjacent to Eighth Street (in between Macneil Street and Brand Boulevard).

School Location



Update Regarding Traffic Conditions and Pilot Drop-off Zone Adjacent to Vista del Valle Dual Language AcademyPage 2 of 2

After review at public meetings by both the Transportation and Safety Commission and the City Council, the City Council authorized the creation of a pilot program to evaluate the use of Eighth Street as a drop-off/pick-up zone for the school. The pilot program initiated concurrently with the start of school on August 18th and includes the following conditions:

- Pilot program shall consist of a period of approximately one hundred twenty (120) days in order to gauge its effectiveness and evaluate traffic impacts;
- Drop-off/pick-ups would only be allowed 1 hour before or after school starting or stopping times and only on school days (Monday through Friday);
- The installation of additional signage to notify the public of allowed stopping times;
- Continued outreach to the neighborhood regarding the pilot program and explaining that the program will be re-evaluated following the trial period;
- Following 120 days, a report would be made indicating the effectiveness or problems associated with the drop-off/pick-up zone;
- That Los Angeles Unified School District (LAUSD) construct an accessible loading area leading from Eighth Street onto the school's campus; and
- That LAUSD work with the City of Los Angeles to make improvements to the main entrance location on Bromont Avenue.

Staff and LAUSD representatives conducted the first site visit on September 16th at 2:00 p.m. to conduct observations and gauge the effectiveness of the drop-off/pick-up zone. Based on the site visit, the following was observed:

- Temporary signage was used to delineate the pick-up zone;
- During the pick-up period, approximately 30 vehicles utilized the location for pick-ups;
- During the pick-up period, vehicle cueing was observed along the length of the school's frontage between 2:30 p.m. and 2:45 p.m.; and
- A school representative was on-hand during the pick-up time period to assist children with accessing vehicles.

Additional site visits will continue to be conducted on a bi-monthly basis during the pilot program period. In addition, LAUSD representatives indicated that LAUSD Boardmember Ratliff is progressing with the installation of an accessible ramp along the Eighth Street entry gate. It was reported that construction should begin in the first quarter of 2016 and be completed by the beginning of April 2016.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: September 21, 2015

Subject: Preparedness Activities for Predicted El Niño Winter Storm Events

RECOMMENDATION:

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

BACKGROUND:

1. Councilmember Robert Gonzales requested that this item be agendized for discussion.
2. The National Weather Service has indicated the strong likelihood of an “El Niño” winter storm event during the coming winter months. Staff members from the City’s Police Department, Public Works Department, and Recreation and Community Services Department continue to meet regularly to discuss emergency preparedness issues and their potential impacts on our community. Councilmember Gonzales recently requested that this item be discussed to ensure that the City is adequately prepared for potential winter storm events.

ANALYSIS:

With the predicted winter “El Niño” storm events approaching, it is prudent for the City to review its plans for potential storm events. The following summarizes recent activities related to preparedness efforts:

- City staff recently participated in a webinar hosted by Los Angeles County (Attachment “A”) to discuss potential weather storm conditions and possible emergency situations that may result from storms;
- City staff will continue to participate in Countywide planning meetings, Area C emergency preparedness meetings, and training exercises related to anticipated storm events;

Preparedness Activities for Predicted El Niño Winter Storm EventsPage 2 of 2

- City staff will continue to hold monthly planning meetings to evaluate storm projections, review disaster planning strategies, and assess resources needed for possible storm events;
- City staff will develop a needs assessment of equipment and materials on-hand and needed in order to respond to possible storm situations; and
- The City will develop notices for public distribution regarding storm preparedness. Information will also be disseminated via the City's website, the City newsletter, and in local publications.

CONCLUSION:

That the City Council receive and file this update.

ATTACHMENT:

A. County Webinar Flyer and City Debriefing Agenda

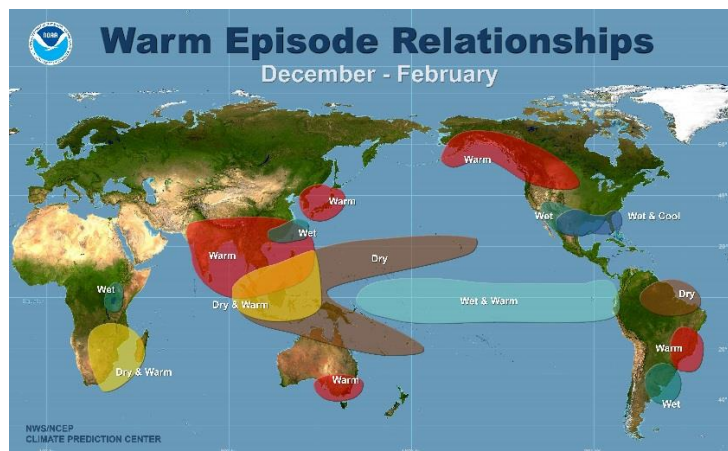
ATTACHMENT "A"



Los Angeles County Operational Area Weather Preparedness Webinar



**Thursday, September 17, 2015
9:30 a.m. to 11:30 a.m.**



FEATURED TOPIC

“2015 Fire Forecast and Winter Weather Briefing (El Niño)”

Los Angeles County Departments along with the National Weather Service and the Greater Los Angeles County Vector Control District will provide the Los Angeles County Operational Area jurisdictions an overview of County preparedness for the possible strong El Niño conditions as well as discuss the implications of 2015 Fire Season forecast.

| | | | |
|---|---|---|---|
| Eric Boldt Warning Coordination Meteorologist National Weather Service | Inspector Randall Wright Fire Fighter Specialist LACo Fire Department | Sgt. Mark Flores LACo Sheriff's Department | Christopher Stone Assistant Deputy Director Water Resources Division LACo Public Works |
| Kenneth W. Foreman Division Chief Operational Services Division LACo Department of Beaches and Harbors | Kelly Middleton Director of Community Affairs Greater Los Angeles County Vector Control District | Helen Chavez Assistant Director, Community Affairs LACo CEO Office of Emergency Management | |

Please register for 2015 Fire Forecast and Winter Weather Briefing (El Niño) being conducted on September 17, 2015, 9:30 to 11:30 a.m. PDT at:

<https://attendee.gotowebinar.com/register/8940347117372767489>

After registering, you will receive a confirmation email containing information about joining the webinar. Brought to you by GoToWebinar® Webinars Made Easy®

This presentation will be recorded for later viewing. Contact Margaret Ayala for link or general information at (323) 980-2054 or mayala@ceooem.lacounty.gov

Sponsored by: Los Angeles County CEO Office of Emergency Management

**County Webinar Debriefing
Anticipated Winter Storm “El Niño” Conditions
9/17/2015 9:30 A.M.**

DISCUSSION TOPICS

- **County Webinar Recap**
- **Area C – Possible Exercise Related to Winter Storm Conditions?**
- **Discuss Local Trouble Spots from Previous Heavy Rain Events**
 - Locations
 - Lessons Learned
- **Can we be Better Prepared?**
 - Staffing/Emergency Call Changes Needed
 - Equipment Needs – Portable Pumps, Sand Bags, Portable Lighting, Ropes, Barricades, Etc.
 - Community Outreach – Newsletter, Website, Door Hangers, Sand Bag Giveaways

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Brian Saeki, City Manager
By: Richard Padilla, Deputy City Attorney

Date: September 21, 2015

Subject: 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 (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)

RECOMMENDATION:

If it is the desire of the City Council to seek remedy to the apparent violations of Government Code Section 54963(a) and Penal Code Section 632, as described below, it is recommended that that the City Council consider and act to authorize any one or more of the following courses of action:

- 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/or
- c. Refer the Same Violations to the Los Angeles County District Attorney for potential prosecution pursuant to Government Code Section 54960(a).

BACKGROUND

On September 11, 2015 and again on September 12, 2015, the City Manager and the City Clerk received e-mails from San Fernando City Councilman Jaime Soto which, according to the headers of both e-mails, were simultaneously transmitted to a representative of one of the City of San Fernando's collective bargaining units, Rene Anderson of SEIU Local 721. The e-mails

Pursuit of Remedies for Violations of the Brown ActPage 2 of 4

described and made reference to communications and deliberations, including communications and deliberations had with legal counsel, made in closed session at the City Council's Special Meeting of September 8, 2015 under Special Meeting agenda Item A pursuant to Government Code Section 54957.6. Government Code Section 54957.6 authorizes confidential closed session discussions between the City Council and the City's labor negotiators for purposes of conveying information and instruction relevant to the City's negotiations with the City's various bargaining units. The closed session discussions included discussions relating to all of the City's bargaining units, including SEIU Local 721, as well as certain unrepresented employees.

In response to this apparent violation of Government Code Section 54963 relating to the prohibited disclosure of confidential information acquired by being present in closed session proceedings, the City Council called a Special Meeting for September 16, 2015 for the purpose of discussing potential legal courses of action to address the violations and to prevent the same types of violations from occurring in the future, which action, pursuant to subdivision (c)(1) of Government Code Section 54963 may include the filing of a complaint for injunctive relief to prevent the putative offender from further violating the confidentiality requirements of Government Code Section 54963(a)-(b). Discussion of this issue was referenced under Special Meeting Agenda Item A, pursuant to Government Code Section 54956.9(d)(4) which authorizes confidential closed session discussion between the City Council and its legal counsel for purposes of discussing the potential initiation of litigation. The September 16, 2015 Special Meeting agenda also included a separate and unrelated closed session item held pursuant to Government Code Section 54956.9(d)(2) relating to facts and circumstances which may create exposure to litigation to the City.

At the start of the September 16, 2015 closed session proceedings at the scheduled hour of 5:00 p.m., only four of the five councilmembers were present. Also present was Deputy City Attorney Richard Padilla and City Manager Brian Saeki. Councilman Soto, whose e-mail communications were the subject of closed session Agenda Item A had not yet arrived when discussion began. Nevertheless, within minutes of the commencement of discussions on Agenda Item A, Councilman Soto arrived in the closed session chambers. At this time discussion was halted and Deputy City Attorney Padilla proceeded to explain to Councilman Soto that the City Council was discussing an item relating to him and which may involve the initiation of litigation against him. Mr. Padilla further explained that it was not appropriate for Councilman Soto to participate in this discussion as he was potentially an adverse party to the possible litigation initiated by the City.

At this point in time, Councilman Soto expressed his disagreement that he should recuse himself from the discussion and insisted that he had a right to be in chambers. Mr. Soto advised all present that it was not his intention to leave. He further added that it was his desire to tape record the discussion with a recording device he displayed to all present. As he displayed the device, Councilman Soto asked all present if they would consent to having the proceedings recorded by him. Mr. Padilla and all others present advised Councilman Soto that they did not consent to having the proceedings recorded. Mr. Padilla further explained that Councilman

Pursuit of Remedies for Violations of the Brown ActPage 3 of 4

Soto was not privileged to compel the recording of the proceedings and that that authority rested with the City Council acting as body; not with individual councilmembers. Councilman Soto disputed Mr. Padilla's assertion and then asked if he could simply dictate details of the discussion to himself as the discussion proceeded. Mr. Padilla again advised Councilman Soto that this was unacceptable as his recording device could still record conversations had by others present in the room who did not consent to being recorded. Councilman Soto continued to question Mr. Padilla's assertion and declined to agree to put the recording device away. Indeed, Councilman Soto held the device in his hands throughout the exchange and appeared to engage the device at various times during the proceedings.

In addition to the prohibition of Government Code Section 54963(a), Penal Code Section 632 provides in relevant part:

(a) Every person who, intentionally and without the consent of all parties to a confidential communication, by means of any electronic amplifying or recording device, ... records the confidential communication, whether the communication is carried on among the parties in the presence of one another or by means of a telegraph, telephone, or other device, ... , shall be punished by a fine not exceeding two thousand five hundred dollars (\$2,500), or imprisonment in the county jail not exceeding one year, or in the state prison, or by both that fine and imprisonment.

Despite Mr. Padilla's admonition and the protests of others present, Councilman Soto did not yield to Mr. Padilla's request. At this point, Mr. Padilla asked all others present if they would like him to continue with the discussion of Agenda Item A, notwithstanding, Councilman Soto's apparent recalcitrance as to recusal and as to recording. The consensus was the Mr. Padilla should not continue the discussion of Agenda Item A. Mr. Padilla then offered to move on to unrelated Agenda Item B. Again, Councilman Soto made clear that it was his desire and intent to engage his recording device during this discussion as well. At this point, Mr. Padilla advised that in light of Councilman Soto's recalcitrance, the proceedings should be adjourned. The City Council then returned to open session so that Mr. Padilla could conduct a read-out on the record and so that the meeting could be formally adjourned. Mr. Padilla recounted the exchange in closed session with Mr. Soto and the reason for the very early adjournment of the meeting. As Mr. Padilla attempted to complete the read-out Mr. Soto attempted to speak over Mr. Padilla. The meeting was then adjourned.

Despite Councilman Soto's unwillingness to recuse himself and his unwillingness to agree not to engage his recording device, at no time was any attempt made by anyone to physically remove Councilman Soto against his will nor was threatened with physical removal.

Available Remedies

Subdivision (c) of Government Code Section 54963 allows the City of San Fernando to file a complaint for injunctive relief for violations of the closed session confidentiality requirements

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of subdivision (a) of Government Code Section 54963. The City is also authorized to refer such violations to the Los Angeles Civil Grand Jury for review and a possible recommendation for prosecution. It should also be noted, that pursuant to Government Code Section 54960(a), the Los Angeles County District Attorney and any other interested persons(s) also authorized under Government Code Section 54960(a) to pursue mandamus, injunction or declaratory relief for the purpose of stopping or preventing violations or threatened violations of the Ralph M. Brown Act (Government Code Section 54950 et seq).

The City Council, in its discretion may City authorize the engagement of the City's legal counsel or special legal counsel, to file a complaint for injunctive and/or declaratory relief to enjoin Councilman Soto from recording closed session proceedings and from participating in closed session proceedings in which his status as a defendant or potential defendant in litigation initiated by the City creates a statutory or common law conflict between the interests of Councilman Soto and the interests of the City. The injunction request may also seek to enjoin Councilman Soto from further disclosing confidential information acquired in closed session in violation of the law, or alternatively, if appropriate, barring Councilman Soto from closed session proceedings relating to labor and employment matters altogether, particularly if Councilman Soto later violates the courts order.

The City Council, in its discretion, may also consider and act to refer this matter to both the Los Angeles County District Attorney and the Los Angeles County Civil Grand Jury for review and potential prosecutorial action or other appropriate remedy to enjoin further violations of the Brown Act and other applicable confidentiality and conflict of interest laws.