



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA  
SEPTEMBER 8, 2015 – 6:00 PM

COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

**CALL TO ORDER/ROLL CALL**

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

**PLEDGE OF ALLEGIANCE**

Police Explorer Michael Hernandez

**APPROVAL OF AGENDA**

**PRESENTATION**

- a) CERTIFICATE OF RECOGNITION TO TRANSPORTATION AND SAFETY COMMISSIONER  
PHILLIP BALLIN  
Vice Mayor Sylvia Ballin

**PUBLIC STATEMENTS – WRITTEN/ORAL**

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

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**CONSENT CALENDAR**

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

- 1) REQUEST TO APPROVE MINUTES OF AUGUST 17, 2015 – SPECIAL MEETING**
- 2) CONSIDERATION TO ADOPT RESOLUTION NO. 15-091 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

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- c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

**5) CONSIDERATION TO APPROVE VEHICLE DONATIONS FROM THE CITY OF VERNON AND PETRELLI ELECTRIC, INC.**

Recommend that the City Council:

- a. Approve the donation of a 2005 Chevrolet Tahoe to the San Fernando Police Department Reserve Division from the City of Vernon;
- b. Approve the donation of a 2004 Ford flatbed pickup truck to the San Fernando Police Department Explorer Program from Petrelli Electric, Inc.; and
- c. Authorize the City Manager to direct staff to accept the vehicles and execute all necessary documents.

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

Recommend that the City Council:

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

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

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Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. U-1644 by title, "An Urgency Ordinance of the City Council of the City of San Fernando, California, Adding Article XII to Chapter 18 (Buildings and Building Regulations) of the City Code Relating to Expedited Permitting Procedures for Small Residential Rooftop Solar Systems and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937".

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

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

**9) CONSIDERATION TO APPROVE PARTNERSHIP WITH YOUTH SPEAK COLLECTIVE**

Recommend that the City Council:

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

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

Councilmember Jaime Soto is recommending the appointment of David Bernal to the Planning and Preservation Commission as his representative.

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

Recommend that the City Council provide staff with direction related to the El Super Markets' boycott and preparation of a resolution in support of the workers, fair wages, and productive work environment.

**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 8, 2015 (3:00 p.m.)

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*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](http://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](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.*

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# **Regular Meeting**

# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**AUGUST 17, 2015 – 4:00 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 4:00 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Sylvia Ballin, and Councilmembers Robert C. Gonzales, Antonio Lopez, and Jaime Soto (arrived at 4:01 p.m.)

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

**PLEDGE OF ALLEGIANCE**

Led by Mayor Fajardo

**APPROVAL OF AGENDA**

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

**PUBLIC STATEMENTS – WRITTEN/ORAL**

None

**RECESS TO CLOSED SESSION (4:01 P.M.)**

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 – August 17, 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 (6:04 P.M.)**

City Attorney Olivarez reported the following:

Item A – The City Council received a briefing, general direction was given to City staff by a 4-1 vote (Soto voted “No”) but no final action was taken.

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

Item E – The City Council received a briefing; no final action was taken other than this matter will be re-visited at a future meeting.

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SPECIAL MEETING MINUTES – August 17, 2015  
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**ADJOURNMENT (6:05 P.M.)**

Motion by Councilmember Gonzales, seconded by Councilmember Lopez, to adjourn. The motion carried unanimously.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of August 17, 2015 meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez  
City Clerk*

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

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

**Date:** September 8, 2015

**Subject:** Consideration to Adopt Resolution No. 15-091 Approving the Warrant Register

### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 15-091 (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. 15-091

**ATTACHMENT "A"****RESOLUTION NO. 15-091****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 15-091****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 8<sup>th</sup> day of September, 2015.

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Joel Fajardo, Mayor

**ATTEST:**

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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 8<sup>th</sup> day of September, 2015, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

**EXHIBIT "A"**

vchlist  
09/03/2015 12:14:36PM

**Voucher List**  
**CITY OF SAN FERNANDO**

Page: 1

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111101	9/8/2015	100101 VERIZON WIRELESS-LA	970459610		VARIOUS CELL PHONES	
					001-310-0000-4220	8.19
					001-105-0000-4220	33.18
					072-360-0000-4220	30.44
					001-101-0109-4220	32.49
					001-101-0111-4220	33.97
					001-101-0113-4220	33.18
					<b>Total :</b>	<b>171.45</b>
111102	9/8/2015	100289 BAKER, ALLEN	070-2961		WTR INSTALL DEP REFUND - 500 SF M	
					070-2961	3,926.34
					<b>Total :</b>	<b>3,926.34</b>
111103	9/8/2015	100405 BONANZA CONCRETE, INC.	49555		DRIVEWAY APPROACH - 636 ALEXAND	
					011-311-0000-4600	560.64
					<b>Total :</b>	<b>560.64</b>
111104	9/8/2015	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU:	111585		DOJ FINGERPRINTING - JULY 2015	
					004-2386	4,137.00
					<b>Total :</b>	<b>4,137.00</b>
111105	9/8/2015	100735 COASTAL AIR	15486		A/C @ LP PARK - REPLACED COMPER:	
			15487		043-390-0000-4330	2,285.00
					REC PARK A/C MAINT	
					043-390-0000-4330	110.00
					<b>Total :</b>	<b>2,395.00</b>
111106	9/8/2015	100805 COOPER HARDWARE INC.	96594		PARTS FOR BRINE TANK	
			96662		070-384-0000-4330	15.11
			96670		MOUNTING TAPE	
			96774		070-384-0000-4330	4.68
			96774		GLASS CLEANER, NUTS & BOLTS	
			96802		070-384-0000-4330	25.45
					UV PROTECTION	
					027-344-0301-4300	13.07
					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
111106	9/8/2015	100805 COOPER HARDWARE INC.	(Continued)			
			96826		070-384-0000-4330	28.97
			96829		MATLS FOR STREET LIGHT POLES	
			96845		027-344-0301-4300	61.49
			96884		PARTS FOR BRINE TANK	
			96894		070-384-0000-4330	15.23
			96895		FAN	
			96906		043-390-0000-4300	33.78
			96929		SAFETY GEAR	
					070-384-0000-4310	15.25
					PARTS FOR BRINE TANK	
					070-384-0000-4330	5.14
					BUS STOP REMOVALS	
					001-346-0301-4300	37.74
					MISC PARTS FOR BRINE TANK	
					070-384-0000-4300	44.80
					MISC PARTS FOR BRINE TANK	
					070-384-0000-4330	12.11
					<b>Total :</b>	<b>312.82</b>
111107	9/8/2015	100930 DEPARTMENT OF CONSERVATION	FY 11-12		STRONG MOTION INSTRUMENTATION	
			FY 12-13		001-140-0000-4260	1,530.11
			FY 13-14		STRONG MOTION INSTRUMENTATION	
			FY 14-15		001-140-0000-4260	541.68
					STRONG MOTION INSTRUMENTATION	
					001-140-0000-4260	2,306.96
					STRONG MOTION INSTRUMENTATION	
					001-140-0000-4260	884.41
					<b>Total :</b>	<b>5,263.16</b>
111108	9/8/2015	101004 DUNN-EDWARDS CORPORATION	2030349231		PAINT	
					043-390-0000-4300	165.51
					<b>Total :</b>	<b>165.51</b>
111109	9/8/2015	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		04/01/15- 06/30/15 UNEMPLOYMENT IN:	
					001-190-0420-4132	1,621.00
					001-190-0222-4132	5,174.00

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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111113	9/8/2015	101376 GRAINGER, INC.	(Continued)			
			9816791280		SAFETY SUPPLIES	
					043-390-0000-4310	2.21
			9816791298		SMALL TOOLS	
					043-390-0000-4340	22.43
			9816982053		WELDING GLOVES	
					043-390-0000-4310	16.99
			9816982061		SAFETY SUPPLIES	
					043-390-0000-4340	15.33
			9816982079		SUPPLIES FOR MAINT TRUCK	
		043-390-0000-4300	4.33			
		9817202329		SMALL TOOLS		
				043-390-0000-4300	0.83	
		9817517395		PHOTO SAFETY LIGHTS		
				043-390-0000-4300	86.62	
				Total :	905.17	
111114	9/8/2015	101483 HERNANDEZ, ALICIA	589917		SENIOR TRIP REFUND	
					004-2384	90.00
					Total :	90.00
111115	9/8/2015	101511 HINDERLITER DE LLAMAS & ASSOC.	0024225-IN		AUDIT SERVICES - TRANSACTION TAX	
					001-130-0000-4270	355.68
			0024244-IN		CONTRACT SERVICES - SALES TAX 3R	
					001-130-0000-4270	1,912.19
					Total :	2,267.87
111116	9/8/2015	101528 THE HOME DEPOT CRC, ACCT#603532202490	1191908		ITEMS RETURNED	
					070-384-0000-4310	-145.77
			1583200		HARDWARE TO REMOUNT CABINETS	
					070-384-0000-4400	68.44
			1595009		CABLE WIRE TIES	
					070-384-0000-4310	18.89
			22060		TAPCON FOR STORM DRAIN @ 8TH ST	
					001-311-0000-4300	20.74
		2243995		KIT FOR SCADA MONITOR		
				070-384-0000-4310	41.54	

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09/03/2015 12:14:36PM		CITY OF SAN FERNANDO					
Bank code : bank							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
111116	9/8/2015	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)				
			2281184		MATL'S TO RENOVATE OFFICE		
					070-384-0000-4310	266.72	
			2281185		MATLS FOR SCADA CONNECTION		
					070-384-0000-4310	217.75	
			33122		HAMMER, DRIVERS, SLEDGE HAMMEF		
					070-384-0000-4340	123.59	
			4033804		ANCHORS FOR BRINE TANK		
					070-384-0000-4330	164.62	
			5033729		TARP		
					043-390-0000-4300	83.81	
			562744		GRAFFITI ABATEMENT SUPPLIES		
					001-152-0000-4300	13.12	
			574604		MATL'S FOR STORM DRAIN @ 8TH ST I		
					001-311-0000-4300	32.53	
			595108		595108		
					001-152-0000-4300	325.24	
111117	9/8/2015	101529 HOME DEPOT 0609	6021522		MATL'S FOR PIONEER PARK RESTROC		
					043-390-0000-4300	50.32	
			6080474		DUCT TAPE, SHOP TOWELS, MULTI TO		
					001-311-0000-4300	98.92	
			9062005		ADHESIVE REMOVER		
					027-344-0301-4300	6.17	
					Total :	1,386.63	
			REFUND		STL DTD CK-SUPER GARDEN CNTR DE		
					001-2140	350.00	
111118	9/8/2015	101554 HURRICANE FENCE COMPANY			Total :	350.00	
			15277		VANDALIZED FENCE REPAIR - 12900		
					070-384-0000-4260	325.00	
111119	9/8/2015	101599 IMAGE 2000 CORPORATION			Total :	325.00	
			VN468241		RIZO INK		
					001-420-0000-4300	174.40	
					Total :	174.40	

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Voucher List		Page: 7	
09/03/2015 12:14:36PM		CITY OF SAN FERNANDO	
Bank code : bank			
Voucher	Date	Vendor	Amount
111120	9/8/2015	101605 INDEPENDENT CITIES ASSOCIATION	2015-36
ANNUAL MEMBERSHIP RENEWAL			
001-190-0000-4380			1,065.00
Total :			1,065.00
111121	9/8/2015	101605 INDEPENDENT CITIES ASSOCIATION	082615
ICA INSTALLATION DINNER			
001-101-0111-4370			50.00
Total :			50.00
111122	9/8/2015	101605 INDEPENDENT CITIES ASSOCIATION	082615
ICA INSTALLATION DINNER			
001-101-0109-4370			50.00
Total :			50.00
111123	9/8/2015	101666 DE LAGE LANDEN FINANCIAL SERVS	42451408
SEPT LEASE PAYMENT FOR PD COPIE			
001-135-0000-4260			607.73
AUG LEASE PAYMENT FOR PD COPIEF			
001-135-0000-4260			638.12
AUG LEASE PAYMENT - VARIOUS COPI			
001-135-0000-4260			849.08
103-420-0000-4260			101.36
104-420-0000-4260			101.36
070-381-0000-4290			146.70
Total :			2,444.35
111124	9/8/2015	101677 J & B ELECTRONIC DOOR SERV INC	43472
ELECTRIC GATE REPAIR @ 910 FIRST			
043-390-0000-4330			2,350.00
Total :			2,350.00
111125	9/8/2015	101768 KIMBALL-MIDWEST	4388841
MISC NUTS, BOLTS & TRAILER CONNE			
041-1215			75.86
Total :			75.86
111126	9/8/2015	101863 LAWRENCE R. MOSS & ASSOCIATES	92582
LANDSCAPE ARCHITECTURAL DESIGN			
070-381-0000-4270			12,000.00
Total :			12,000.00
111127	9/8/2015	101901 LESMEZ, ARTHUR	REIMB.
REIMB FOR ARPOC TRAINING REG FEI			
001-226-0000-4360			290.00

vchlist		Voucher List				Page: 8	
09/03/2015 12:14:36PM		CITY OF SAN FERNANDO					
Bank code : bank							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
111127	9/8/2015	101901 LESMEZ, ARTHUR	(Continued)			Total :	290.00
111128	9/8/2015	101920 LIEBERT CASSIDY WHITMORE	1408323		LEGAL SERVICES 001-112-0000-4270	Total :	2,641.50 2,641.50
111129	9/8/2015	101929 LINGO INDUSTRIAL ELECTRONICS	32262		KNOCKDOWN POLED FOR TRAFFIC SI 001-371-0301-4300	Total :	1,373.40 1,373.40
111130	9/8/2015	101971 L.A. MUNICIPAL SERVICES	0047501000		ELECTRIC - 13003 BORDEN 070-384-0000-4260		1,059.74
			4947501000		WATER - 12900 DRONFIELD 070-384-0000-4210		122.72
			5007501000		ELECTRIC - 13655 FOOTHILL 070-384-0000-4210		179.20
			5947501000		ELECTRIC - 12900 DRONFIELD 070-384-0000-4210		5,789.00
			6577501000		ELECTRIC - 14060 SAYRE 070-384-0000-4260		11,830.25
			6947501000		WATER - 13180 DRONFIELD 070-384-0000-4210		5.12
			7577501000		WATER - 14060 SAYRE 070-384-0000-4260		88.06
			7947501000		ELECTRIC - 13186 DRONFIELD 070-384-0000-4210	Total :	79.00 19,153.09
111131	9/8/2015	101974 LOS ANGELES COUNTY	JULY 2015		DEPT OF ANIMAL CARE & CONTROL FI 001-190-0000-4260	Total :	7,178.68 7,178.68
111132	9/8/2015	102148 METROPOLITAN WATER DISTRICT	8433		CAPACITY CHARGE 070-384-0000-4450	Total :	4,532.50 4,532.50
111133	9/8/2015	102226 MISSION LINEN & UNIFORM	500663000		LAUNDRY 001-225-0000-4350		62.58

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111133	9/8/2015	102226 MISSION LINEN & UNIFORM	(Continued) 500689177		LAUNDRY 001-225-0000-4350	56.32
			500707541		LAUNDRY 001-225-0000-4350	120.60
			500733997		LAUNDRY 001-225-0000-4350	91.19
			500752904		LAUNDRY 001-225-0000-4350	126.31
					<b>Total :</b>	<b>457.00</b>
111134	9/8/2015	102303 NACHO'S ORNAMENTAL SUPPLY	INV062755		BOLLARD PIPE FOR NEW BUS SHELTE 001-311-0000-4300	175.20
			INV063311		BRINE TANK ANGLER, PRIMER, WHITE 070-384-0000-4300	88.99
					<b>Total :</b>	<b>264.19</b>
111135	9/8/2015	102333 NATIONAL BUSINESS FURNITURE	MK445228-BAR		TABLES FOR WATER OFFICE 070-384-0000-4320	2,496.78
					<b>Total :</b>	<b>2,496.78</b>
111136	9/8/2015	102403 NOW IMAGE PRINTING	5173		RED TAGS - WATER METER VANDALISI 070-383-0000-4260	134.45
					<b>Total :</b>	<b>134.45</b>
111137	9/8/2015	102432 OFFICE DEPOT	1824732319		BINDERS 001-222-0000-4300	41.37
			1824864778		ASCEP SUPPLIES 103-420-0000-4300	420.96
					104-420-0000-4300	420.96
			778223438002		PHONE CORD 001-420-0000-4300	29.50
			778223440001		PENS 001-420-0000-4300	16.40
					001-424-0000-4300	10.92
			783630166001		PRINTER CARTRIDGE 001-222-0000-4300	274.85

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111137	9/8/2015	102432 OFFICE DEPOT	(Continued) 783643304001		SUPPLIES 001-108-0000-4300	84.11
			784018703001		SUPPLIES 001-150-0000-4300	56.13
			785198744001		FILE CABINETS 070-384-0000-4320	1,079.24
			785300075001		PRINTER STAND 001-222-0000-4300	175.19
			785300189001		SUPPLIES 001-222-0000-4300	10.86
			785534263001		WIRELESS KEYBOARD AND MOUSE 072-360-0000-4300	39.41
			785534617001		MOUSEPAD & PENS 072-360-0000-4300	19.03
			785593296001		HP TONER & CHAIRMAT 001-222-0000-4300	116.00
			785593296002		CHAIRMAT 001-222-0000-4300	98.54
			786119077001		PLOTTER PAPER, INK CARTRDGES, TI 001-310-0000-4300	126.94
			786119305001		INK CARTRIDGE 001-310-0000-4300	38.86
			786119306001		ERGONOMIC KEYBOARD 001-310-0000-4300	123.90
			786142942001		MESH 3-TIER DESK TRAY, FASTENER 001-115-0000-4300	49.53
			786154711001		PAPER 001-115-0000-4300	17.06
			786177601001		FILE CABINETS RETURNED 070-384-0000-4320	-1,029.25
			786179387001		FILE CABINETS 070-384-0000-4320	1,734.34
			786184775001		DOCUMENT FRAMES AND HP PRINTEF 043-390-0000-4300	167.41
			786578462001		PAPER FOR PROCLAMATIONS 001-101-0000-4300	11.19

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111149	9/8/2015	103193 SNAP-ON INDUSTRIAL	(Continued) ARV/26401597		SMALL TOOLS 041-320-0000-4340	32.13
					Total :	82.09
111150	9/8/2015	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		JULY ELECTRIC - VARIOUS LOCATION 043-390-0000-4210	9,084.03
			2-02-682-7675		JULY ELECTRIC - VARIOUS LOCATION 043-390-0000-4210	9,637.51
			2-21-082-3241		JULY ELECTRIC - VARIOUS LOCATION 043-390-0000-4210	15,159.34
					029-335-0000-4210	1,987.78
					027-344-0000-4210	15,497.06
					070-384-0000-4210	731.83
			2-33-746-5215		JULY ELECTRIC - 190 PARK 027-344-0000-4210	626.12
					Total :	52,723.67
111151	9/8/2015	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753		NATURAL GAS FOR CNG STATION 041-320-3661-4402	3,763.21
					Total :	3,763.21
111152	9/8/2015	103250 STANLEY PEST CONTROL	389607		MALL COCKROACH SPRAYING 001-341-0301-4300	345.00
					Total :	345.00
111153	9/8/2015	103251 STANLEY PEST CONTROL	743888		PEST CONTROL @ PD 043-390-0000-4260	94.00
					Total :	94.00
111154	9/8/2015	103444 ULTRA GREENS, INC	55812		PLANTS FOR MACLAY STREETScape 011-311-7510-4300	13.08
			55838		PLANTS FOR MACLAY STREET SCape 011-311-7510-4300	32.70
					Total :	45.78
111155	9/8/2015	103458 U.S. HEALTHWORKS MEDICAL GROUP	2752214-CA		DOT EXAM/COLLECTION	

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111155	9/8/2015	103458 U.S. HEALTHWORKS MEDICAL GROUP	(Continued)		001-106-0000-4270	80.00	
					Total :	80.00	
111156	9/8/2015	103463 U.S. POSTMASTER	DEMAND		PRESORTED FIRST CLASS POSTAGE -		
					070-382-0000-4300	536.24	
					072-360-0000-4300	536.23	
					Total :	1,072.47	
111157	9/8/2015	103534 VALLEY LOCKSMITH	2789		LOCK INSTALLATION		
			2790		001-423-0000-4260	384.00	
			2791		LOCK INSTALLATION		
			2791		001-423-0000-4260	400.00	
			2791		LOCK INSTALLATION		
			2791		017-420-1337-4260	301.25	
			2924		GLASS DOOR RETROFIT; PANIC BAR @		
			2925		043-390-0000-4330	65.00	
			2925		DRONFIELD CABINET LOCKS & KEYS		
			2925		070-383-0000-4320	96.17	
			2976		INSTALL MORTICE CYLINDER & REKEY		
			2976		043-390-0000-4330	45.00	
					Total :	1,291.42	
111158	9/8/2015	103538 VALLEY OCCUPATIONAL	144683		DMV PHYSICAL		
			145344		001-106-0000-4270	80.00	
			145344		DMV PHYSICAL		
			145344		001-106-0000-4270	80.00	
					Total :	160.00	
111159	9/8/2015	103619 CARL WARREN & CO.	1700845		LEGAL FEES		
			1700846		006-190-0000-4800	750.00	
			1700846		LEGAL FEES		
			1700846		006-190-0000-4800	375.00	
					Total :	1,125.00	
111160	9/8/2015	103851 EVERSOF, INC.	R1475026		SOFTNER - WELL 3		
			R1475026		070-384-0000-4260	5.50	

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111176	9/8/2015	888356 ADVANCED AUTO REPAIR BODY &	(Continued)			
			1269		WINDOW REGULATOR - ME4957	
					041-320-0320-4400	140.70
			1270		WINDOW REGULATOR - PD4538	
					041-320-0221-4400	146.18
					Total :	514.71
111177	9/8/2015	888390 WEST COAST ARBORISTS, INC.	107546		TREE TRIMMING SERVICES	
				11253	011-311-0000-4260	23,623.05
			107547-A		TREE TRIMMING SERVICES	
				11253	011-311-0000-4260	1,012.50
					Total :	24,635.55
111178	9/8/2015	888442 WESTERN EXTERMINATOR COMPANY	3369710		PEST CONTROL @ LP PARK	
					043-390-0000-4260	50.00
			3369711		BAIT MONITORING - LP PARK	
					043-390-0000-4260	150.50
			3369712		PEST CONTROL @ CITY HALL	
					043-390-0000-4260	79.50
			3369713		PEST CONTROL @ REC PARK	
					043-390-0000-4260	72.50
			3369714		BAIT MONITORING @ REC PARK	
					043-390-0000-4260	63.00
			3369715		PEST CONTROL @ RUDY ORTEGA PAF	
					043-390-0000-4260	51.00
111179	9/8/2015	888468 MAJOR METROPOLITAN SECURITY	1072667		ALARM MONITORING - SEPT 2015	
					043-390-0000-4260	15.00
			1072668		ALARM MONITORING - SEPT 2015	
					070-381-0450-4260	15.00
			1072669		ALARM MONITORING - SEPT 2015	
					043-390-0000-4260	15.00

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111179	9/8/2015	888468 MAJOR METROPOLITAN SECURITY	(Continued)				
			1072670		ALARM MONITORING - SEPT 2015		
					043-390-0000-4260		15.00
			1072671		ALARM MONITORING - SEPT 2015		
					043-390-0000-4260		15.00
			1072672		ALARM MONITORING - SEPT 2015		
					043-390-0000-4260		15.00
			1072673		ALARM MONITORING - SEPT 2015		
					043-390-0000-4260		15.00
			1072674		ALARM MONITORING - SEPT 2015		
					043-390-0000-4260		15.00
			1072675		ALARM MONITORING - SEPT 2015		
					043-390-0000-4260		15.00
			1072676		ALARM MONITORING - SEPT 2015		
					043-390-0000-4260		15.00
			1072677		ALARM MONITORING - SEPT 2015		
					043-390-0000-4260		15.00
111180	9/8/2015	888555 PEREZ, VALENTIN	091915		SENIOR CLUB DANCE MUSIC ON 09/19		
					004-2380		900.00
					Total :		900.00
111181	9/8/2015	888629 SPARKLETT'S	14101253080915		DRINKING WATER		
					001-222-0000-4300		64.40
					Total :		64.40
111182	9/8/2015	888646 HD SUPPLY WATER WORKS, LTD	E211502		AIR VACS FOR WELL 7A & HUBBARD B		
					070-384-0000-4320		1,233.88
			E270050		FIRE HYDRANT GATE CAPS		
					070-383-0301-4300		470.01

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111182	9/8/2015	888646 888646 HD SUPPLY WATER WORKS, LTD	(Continued)			Total : 1,703.89
111183	9/8/2015	888705 WEST COAST TOURS	1182		DEP FOR SENIOR CLUB VEGAS TRIP 004-2383	500.00
					Total :	500.00
111184	9/8/2015	888800 BUSINESS CARD	080515		DISPLAY PORT (PW) 070-384-0000-4320	11.99
			080515		DINNER FOR SPECIAL CC MTG (08/31/15) 001-101-0000-4300	35.97
			080515		DINNER FOR SPECIAL CC MTG (08/03/15) 001-101-0000-4300	10.95
			080515		CERTIFICATE JACKETS 001-101-0000-4300	57.20
			080715		WIRELESS KEYBOARD & MOUSE (PD) 001-222-0000-4320	32.73
			081015		LUNCH FOR INTERVIEW PANEL - ASSC 001-106-0000-4300	77.70
			081215		CERTIFICATE JACKETS 001-101-0000-4300	185.91
			081215		WEB HOSTING - AUG 2015 001-190-0000-4260	169.00
			081215		2015 GREEN BOOK 001-310-0000-4300	212.93
			081415		HARD DRIVE REPLACEMENT (PW) 070-384-0000-4320	55.79
			081715		PRINTER REPLACEMENT (PW) 070-384-0000-4320	479.00
			081915		DINNER FOR SPECIAL COUNCIL MEET 001-101-0000-4300	48.86
			082115		CITY EMPLOYEES MEETING REFRESH 001-105-0000-4300	59.80
			082515		ANNUAL CONFERENCE REGISTRATION 001-101-0101-4370	550.00
					Total :	1,987.83
111185	9/8/2015	889118 LDI COLOR TOOLBOX	1014152		COPIES & MAINT CONTRACT	

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111185	9/8/2015	889118 LDI COLOR TOOLBOX	(Continued)			
			1014607		001-135-0000-4260 COPIES & MAINT CONTRACT 001-135-0000-4260	347.80
					Total :	191.43
						539.23
111186	9/8/2015	889138 WIEDER, CAROL	TODCW6-15		TRANSLATION SERVICES FOR TOD ME 001-150-0000-4270	200.00
					Total :	200.00
111187	9/8/2015	889289 PRO ONE STAGE PRODUCTIONS	2117		AUDIO/LIGHTING SAN FERNANDO 004-2360	2,000.00
					Total :	2,000.00
111188	9/8/2015	889345 BSN SPORTS INC	97034261		TENNIS EQUIPMENT 017-420-1328-4300	1,000.01
					Total :	1,000.01
111189	9/8/2015	889478 YOUTH SPEAK! COLLECTIVE	090115		CIF CONTRIBUTION 053-101-0111-4430	1,000.00
					Total :	1,000.00
111190	9/8/2015	889491 WILLDAN FINANCIAL SERVICES	010-28391	11210	2015-16 LANDSCAPING & LIGHTING AS 027-344-0000-4260	2,500.00
					Total :	2,500.00
111191	9/8/2015	889532 GILMORE, REVA A.	08/08/15 - 08/21/15		FOOD SERVICE MANAGER 115-422-3750-4270 115-422-3752-4270	585.00
					Total :	91.00
						676.00
111192	9/8/2015	889533 MARTINEZ, ANITA	08/08/15 - 08/21/15		FOOD SERVICE INTAKE CLERK-C1 115-422-3750-4270	198.00
					Total :	198.00
111193	9/8/2015	889535 GOMEZ, GILBERT	08/08/15 - 08/21/15		HDM DRIVER 115-422-3752-4270 115-422-3752-4390	180.00
						52.00

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111193	9/8/2015	889535 889535 GOMEZ, GILBERT	(Continued)			Total :	232.00
111194	9/8/2015	889602 RESPOND SYSTEMS	98520		BLACK NITRILE GLOVES 070-384-0000-4310	52.10	Total : 52.10
111195	9/8/2015	889627 VERIZON CONFERENCING	Z5510447		CONFERENCE CALLS - JULY 2015 001-190-0000-4220	4.59	Total : 4.59
111196	9/8/2015	889644 VERIZON BUSINESS	08226867		CITY HALL LONG DISTANCE 001-190-0000-4220	55.04	
			08226868		CITY YARD LONG DISTANCE 070-384-0000-4220	75.84	
			08226869		CITY HALL LONG DISTANCE & INTRAL 001-190-0000-4220	288.83	
			08226870		POLICE LONG DISTANCE 001-222-0000-4220	373.57	
			08226871		CITY YARD LONG DISTANCE 070-384-0000-4220	9.66	
			08226872		PARK LONG DISTANCE 001-420-0000-4220	147.98	
			08227421		ENGINEERING LONG DISTANCE 001-310-0000-4220	4.83	
			08227430		CITY YARD LONG DIST (AIMS NETWORK 070-384-0000-4220	4.83	
			08227434		CITY HALL PHONE LINES 001-190-0000-4220	54.58	
			08227435		POLICE LONG DISTANCE 001-222-0000-4220	4.83	
			08227436		PARK LONG DISTANCE 001-420-0000-4220	5.49	
			08227440		CITY HALL LONG DIST (Y2627280) 001-190-0000-4220	0.27	Total : 1,025.75
111197	9/8/2015	889681 VILLALPANDO, MARIA	08/08/15 - 08/21/15		FOOD SERVICE WORKER		
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111197	9/8/2015	889681 VILLALPANDO, MARIA	(Continued)		115-422-3750-4270	225.00		
					115-422-3752-4270	45.00		
					Total :	270.00		
111198	9/8/2015	889913 BALLIN, SYLVIA	JULY 2015		CELLPHONE USAGE REIMB			
					001-101-0101-4220	63.33		
			JUNE 2015		CELLPHONE USAGE REIMB			
					001-101-0101-4220	63.33		
					Total :	126.66		
111199	9/8/2015	889942 ATHENS SERVICES	1220408		STREET SWEEPING SERVICES - AUG 2			
				11251	001-343-0000-4260	1,995.44		
				11251	011-311-0000-4260	10,629.56		
					Total :	12,625.00		
111200	9/8/2015	890004 PACIFIC TELEMAGEMENT SERVICE	770124		PD PAY PHONE - SEPT 2015			
					001-190-0000-4220	62.64		
					Total :	62.64		
111201	9/8/2015	890076 URBAN RESTORATION GROUP	00013826		BRICK & STONE CLEANER			
					001-152-0000-4300	774.38		
					Total :	774.38		
111202	9/8/2015	890095 O'REILLY AUTO PARTS	4605-153462		SPARK PLUGS, OIL FILTERS			
					041-1215	159.65		
			4605-153932		OIL FILTER CAP - PD8863			
					041-320-0225-4400	16.05		
			4605-154090		WIPER BLADES			
					041-1215	88.48		
			4605-154154		TRAILER JACK - PW0584			
					041-320-0370-4400	43.79		
			4605-154296		HEADLIGHT BULBS			
					041-1215	98.54		
			4605-154680		BED ARMOR - PW0582			
					041-320-0370-4400	26.26		
			4605-154767		SMALL TOOLS			

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111209	9/8/2015	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)
			L0228787
			WATER ANALSYS F-548611
			070-384-0000-4260
			139.60
			L0228840
			WATER ANALYSIS F-547947
			070-384-0000-4260
			139.60
			Total : 3,202.60
111210	9/8/2015	890898 TETRA MECHANICAL SERVICE INC	1003-227
			PD A/C DIAGNOSTIC
			043-390-0000-4330
			2,047.20
			1003-228
			COMPRESSOR REPLACEMENT AT POL
			043-390-0000-4500
			13,689.15
			Total : 15,736.35
111211	9/8/2015	891053 HAUPT, THEALE E	AUG 2015
			COMMISSIONER'S REIMBURSEMENT
			001-150-0000-4111
			50.00
			Total : 50.00
111212	9/8/2015	891170 HRDIRECT	INV3011249
			POSTER GUARD COMPLIANCE PROTE
			001-106-0000-4300
			69.99
			INV3011250
			POSTER GUARD COMPLIANCE PROTE
			001-106-0000-4300
			69.99
			INV3011251
			POSTER GUARD COMPLIANCE PROTE
			001-106-0000-4300
			69.99
			INV3011252
			POSTER GUARD COMPLIANCE PROTE
			001-106-0000-4300
			69.99
			Total : 279.96
111213	9/8/2015	891209 AUTONATION SSC	206209
			BRAKE PADS FOR B/W
			041-1215
			327.00
			Total : 327.00
111214	9/8/2015	891252 TIMECLOCK PLUS	365841
			SYSTEM SUPPORT CONTRACT
			001-135-0000-4260
			2,225.16
			Total : 2,225.16
111215	9/8/2015	891270 SARGSYAN, NAREH	07/15/15 - 08/14/15
			PILATES INSTRUCTOR
			017-420-1337-4260
			100.00

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111215	9/8/2015	891270 SARGSYAN, NAREH	(Continued)		Total :	100.00
111216	9/8/2015	891311 TORRES, RITA	08/08/15 - 08/21/15		ENP SUBSTITUTE	
					115-422-3750-4270	49.50
					115-422-3752-4270	4.50
					Total :	54.00
111217	9/8/2015	891329 MIKE'S TIRE MAN INC	0038615		TIRES FOR FLEET	
					041-1215	621.17
					Total :	621.17
111218	9/8/2015	891343 LA NEWS GROUP CIRCULATION	900233735		1YR SUBSCRIPTION	
					001-225-0000-4350	52.25
					Total :	52.25
111219	9/8/2015	891377 REYES, JOSE	08/08/15 - 08/21/15		HDM DRIVER	
					115-422-3752-4270	180.00
					115-422-3752-4390	57.20
					Total :	237.20
111220	9/8/2015	891425 DIAZ, MARISOL	REIMB.		REIMB - PURCHASE OF MAT'Ls TO REI	
					017-420-1337-4300	576.99
					Total :	576.99
111221	9/8/2015	891533 DEXMEDIA	490003218406		DOMAIN REGISTRATION & E-MAIL HOS	
					001-190-0000-4220	50.95
					Total :	50.95
111222	9/8/2015	891570 INNOVATIVE TELECOM. SYSTEMS	1592		CUTOVER- LP PARK & ATTEMPT@ PW;	
			1609		001-190-0000-4260	1,725.00
				11255	CITY HALL TELEPHONE SYSTEM UPGF	
					001-190-0000-4300	3,943.00
					Total :	5,668.00
111223	9/8/2015	891575 TAPIA, ANDREW	07/15/15 - 08/14/15		BODY SCULPT INSTRUCTOR	
					017-420-1337-4260	60.00
					Total :	60.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111224	9/8/2015	891587 ABLE MAILING INC.	22641	11238	FULFILLMENT; FOLD TWO PCS, INSERT	71.24
				11238	070-382-0000-4300	71.23
			22642		072-360-0000-4300	
					STORAGE FEE - JULY 2015	
					070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					<b>Total :</b>	<b>167.47</b>
111225	9/8/2015	891738 KNIGHT COMMUNICATIONS INC	2010553	11249	INFORMATION TECHNOLOGY MANAGE	10,000.00
					001-135-0000-4270	
					<b>Total :</b>	<b>10,000.00</b>
111226	9/8/2015	891740 SOCRATA INC.	2901	11244	SOCRATA OPEN DATA APPS; OPEN BU	9,000.00
					001-135-0000-4260	
					<b>Total :</b>	<b>9,000.00</b>
111227	9/8/2015	891766 RODRIGUEZ, PATRICIA	07/15/15 - 08/14/15		LATIN JAM WORKOUT INSTRUCTOR	60.00
					017-420-1337-4260	
					<b>Total :</b>	<b>60.00</b>
111228	9/8/2015	891767 CHAVEZ, ELIZABETH	07/15/15 - 08/14/15		ZUMBA INSTRUCTOR	90.00
					017-420-1337-4260	
					<b>Total :</b>	<b>90.00</b>
111229	9/8/2015	891777 IRRIGATION EXPRESS	15021137-00		REPLACED BROKEN SPRINKLERS @ L	34.27
			15023199-00		043-390-0000-4300	
			15023678-00		IRRIGATION MAINT @ PIONEER PARK	15.79
					043-390-0000-4300	
			15023985-00		IRRIGATION MAINT @ RUDY ORTEGA F	5.15
					043-390-0000-4300	
			15024154-00		IRRIGATION MAINT @ RUDY ORTEGA F	26.08
					043-390-0000-4300	
			15024738-00		REPLACED BLEEDER PLUG @ LP PARI	22.07
					043-390-0000-4300	
			15024738-00		MATL'S FOR 501 1ST ST WATER LINE R	4.13
					001-311-0000-4300	
			15024804-00		PUSH BROOM	
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111229	9/8/2015	891777 IRRIGATION EXPRESS	(Continued)		070-384-0000-4340	29.22
			15024835-00		IRRIGATION MAINT @ RUDY ORTEGA F	
			15024877-00		043-390-0000-4300	34.30
			15024878-00		MATL'S FOR 501 1ST ST WATER PIPE F	46.32
					001-311-0000-4300	
					IRRIGATION MAINT @ RUDY ORTEGA F	10.79
					043-390-0000-4300	
					<b>Total :</b>	<b>228.12</b>
111230	9/8/2015	891808 ENRIQUEZ, PILAR M.	AUG 2015		COMMISSIONER'S REIMBURSEMENT	50.00
					001-150-0000-4111	
					<b>Total :</b>	<b>50.00</b>
111231	9/8/2015	891841 NAVA STUDIO AND DESIGN	INV.CSF.001-02	11224	LANDSCAPE ARCHITECTURAL/ENG DE	8,000.00
					029-335-0000-4600	
					<b>Total :</b>	<b>8,000.00</b>
111232	9/8/2015	891849 SHI INTERNATIONAL CORP	B03740637	11212	ADOBE PRO DC2015 FOR CODE ENFO	730.00
					001-152-0000-4300	
					<b>Total :</b>	<b>730.00</b>
111233	9/8/2015	891850 WINDSTREAM COMMUNICATIONS INC	674107		DMARC SERVICE INSTALL ON 1/30/15 (	512.00
					001-190-0000-4320	
					<b>Total :</b>	<b>512.00</b>
111234	9/8/2015	891860 CARL WARREN & COMPANY	10011-10015		REIMBURSEMENT TO ITF ACCT (LIABIL	3,057.95
					006-1037	
					<b>Total :</b>	<b>3,057.95</b>
111235	9/8/2015	891865 AMERICAN CANCER SOCIETY	07-2015		CIF - RELAY FOR LIFE 2015	2,000.00
					053-101-0101-4430	
					<b>Total :</b>	<b>2,000.00</b>
111236	9/8/2015	891885 GANIR-MARTINEZ, ARLENE	07/15/15 - 08/14/15		YOGA INSTRUCTOR	100.00
					017-420-1337-4260	
					<b>Total :</b>	<b>100.00</b>
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
111237	9/8/2015	891905 OLIMPIO, SONIA	07/15/15 - 08/14/15		ZUMBA INSTRUCTOR 017-420-1337-4260	170.00	
					Total :	170.00	
111238	9/8/2015	891934 SIDEPATH	4091	11247	NETWORK SERVERS AND RELATED E 001-135-0000-4500 001-135-0000-4500	44,786.01 4,068.06	
					Total :	48,854.07	
111239	9/8/2015	891939 HERNANDEZ, LILIANA	07/15/15 - 08/14/15		YOGA INSTRUCTOR 017-420-1337-4260	60.00	
					Total :	60.00	
111240	9/8/2015	891952 HERNANDEZ, LILIBETH EVELYN	AUG 2015		MMAP ASSISTANT 004-2359	795.00	
					Total :	795.00	
111241	9/8/2015	891964 CALIFORNIA CONSULTING, LLC	1141		GRANT WRITE SERVICES - COPS HIRI 001-190-0000-4270	6,000.00	
					Total :	6,000.00	
111242	9/8/2015	891965 OFFICE LAND	2625		REPAIR OF (2) LASER PRINTERS @ PV 072-360-0000-4290 070-381-0000-4320 027-344-0000-4320	154.45 154.45 154.45	
					Total :	463.35	
111243	9/8/2015	891966 GUTIERREZ, IRENE	2000187.001		FACILITY RENTAL REFUND 001-3777-0000	109.00	
					Total :	109.00	
111244	9/8/2015	891967 GARCIA, LINDA	757330		SENIOR TRIP REFUND 004-2384	10.00	
			757347		SENIOR TRIP REFUND 004-2384	20.00	
			757392		SENIOR TRIP REFUND 004-2384	40.00	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
111244	9/8/2015	891967 891967 GARCIA, LINDA	(Continued)			Total :	70.00	
111245	9/8/2015	891968 BUDDY'S ALL STARS	43		FUTSAL EQUIPMENT 017-420-1328-4300		490.00	
						Total :	490.00	
111246	9/8/2015	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0915		DRINKING WATER 001-222-0000-4300		102.33	
						Total :	102.33	
111247	9/8/2015	891970 RANDY WITT PRODUCTIONS	376		MARKETING VIDEO 001-190-0000-4267		1,500.00	
						Total :	1,500.00	
147 Vouchers for bank code :		bank				Bank total :	381,697.31	
147 Vouchers in this report							Total vouchers :	381,697.31

Voucher Registers are not final until approved by Council.

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

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

**Date:** September 8, 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.

**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.

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

**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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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;

	<b>January 1, 2016</b>	<b>January 1, 2017</b>	<b>January 1, 2018</b>
<b>Opt Out:</b>	\$ 750	\$ 765	\$ 780
<b>Employee only:</b>	\$ 750	\$ 765	\$ 780
<b>Employee + 1:</b>	\$ 1,300	\$ 1,325	\$ 1,350
<b>Family:</b>	\$ 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;
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

**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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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:

<b>Fiscal Year</b>	<b>General Fund</b>	<b>Retirement Fund</b>
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**

**MOU: SFMG (2015-2018)****TABLE OF CONTENTS**

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**MOU: SFMG (2015-2018)**Page 4 of 16

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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

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**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)**

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**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.

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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:

	<b>January 1, 2016</b>	<b>January 1, 2017</b>	<b>January 1, 2018</b>
<b>Opt Out:</b>	\$750	\$765	\$780
<b>Employee only:</b>	\$750	\$765	\$780
<b>Employee + 1:</b>	\$1,300	\$1,325	\$1,350
<b>Family:</b>	\$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:

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- 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.

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**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.

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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)

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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

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**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.

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**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.

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**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**



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

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Joel Fajardo Mayor	Date
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Michael Okafor SFMG Member	Date
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Brian Saeki City Manager	Date
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Kenneth Jones SFMG Member	Date
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Renee Anderson SEIU Local 721	Date
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**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 8<sup>th</sup> day of September, 2015.

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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 8<sup>th</sup> day of September, 2015, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

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

**Date:** September 8, 2015

**Subject:** 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

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a side letter of agreement (Attachment "A" – Contract No. 1624(e)) 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 Public 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. 1624a) 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. 1624b) 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 with the San Fernando Public Employees' Association and Approval of 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. 1624c) 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. 1624d) 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.

**ANALYSIS:**

The San Fernando Police Officers' Association (SFPOA), San Fernando Management Group (SFMG), San Fernando Police Civilians' Association (SFPCA), and San Fernando Part-time Employees Bargaining Unit (SFPEBU) 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%
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;



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

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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:

<b>Fiscal Year</b>	<b>General Fund/ Enterprise Fund</b>	<b>Retirement Fund</b>
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 8, 2015

**(SIGNATURE PAGE TO FOLLOW)**

**FOR CITY OF SAN FERNANDO:**

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Brian Saeki	Date
City Manager	

---

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

---

Nick Kimball	Date
Finance Director	

**FOR SFPEA/SEIU LOCAL 721:**

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Frank Villalpando	Date
President/Bargaining Team	

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George Saldivar	Date
Vice President/Chief Negotiator	

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Richard De La Pena	Date
Sergeant of Arms/Bargaining Team	

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Joe Goss	Date
Bargaining Team	

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Rodrigo Mora	Date
Bargaining Team	

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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 (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: 4.0% 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 8<sup>th</sup> day of September, 2015.

---

Joel Fajardo, Mayor

**ATTEST:**

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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 8<sup>th</sup> day of September, 2015, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk



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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Brian Saeki, City Manager  
By: Anthony Vairo, Police Chief

**Date:** September 8, 2015

**Subject:** Consideration to Approve Vehicle Donations from the City of Vernon and Petrelli Electric, Inc.

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve the donation of a 2005 Chevrolet Tahoe (VIN: 1GNEC13225R255563) to the San Fernando Police Department Reserve Division from the City of Vernon; and
- b. Approve the donation of a 2004 Ford flatbed pickup truck (VIN: 1FTSX31PX4EA02249) to the San Fernando Police Department Explorer Program from Petrelli Electric, Inc; and
- c. Authorize the City Manager to direct staff to accept the vehicles and execute all necessary documents.

### **BACKGROUND:**

1. For more than 60 years, the San Fernando Police Department (SFPD) Reserve Division has volunteered thousands of hours to the City and has never been assigned a department vehicle to utilize during the course of their duties.
2. Since 1962, the SFPD Explorer Program has introduced and nurtured teenagers to general Law Enforcement through training and education. During the last 53 years, the SFPD Explorer Program has volunteered several thousand hours of community service to the City and surrounding areas.
3. On August 4, 2015, the City of Vernon City Council approved the donation of the 2005 Chevrolet Tahoe to the SFPD Reserve Division.

**Consideration to Approve Vehicle Donations from the City of Vernon and Petrelli Electric, Inc.**Page 2 of 3

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4. On August 24, 2015, Sal Petrelli, the owner of Petrelli Electric Inc. and Reserve Officer for the SFPD, notified the SFPD of his intent to donate a 2004 Ford flatbed pickup truck to the SFPD Explorer Program, for the use of towing the SFPD Explorer Program's travel trailer.

**ANALYSIS:**San Fernando Police Department (SFPD) Reserve Division

The SFPD Reserve Division is authorized thirty (30) sworn/volunteers Reserve Officers in Fiscal Year (FY) 2015-2016. Staffing levels in the Reserve Division currently are at fifteen (15) Officers and recruitment is ongoing to meet authorized budget. This Division is the only unit within this organization that does not have a vehicle assigned.

The City of Vernon's 2005 Chevy Tahoe is a marked black and white police vehicle with emergency equipment and is in excellent condition. This vehicle was assigned to the watch commander and has less than 70,000 miles, which is an average use of 7,000 miles per year. All maintenance services are current.

This vehicle would be an excellent addition to the SFPD Reserve Division at no cost to the City of San Fernando, other than regular maintenance. The SFPD Reserve Division would utilize this vehicle for transportation of prisoners to Los Angeles County Jail, special details and special events. With this added flexibility, the Reserve Division would not have to rely on the vehicles that are currently utilized by the Patrol Division.

SFPD Explorer Program

In 2005 the SFPD purchased a 26' travel trailer for the SFPD Explorer Program to be utilized for special events and camping. This travel trailer has been utilized several times over the years and has been a great asset for the program. Because of changing California Department of Motor Vehicle (DMV) laws, the SFPD Explorer Program can no longer use the SFPD's 15 passenger van to tow the travel trailer.

Sal Petrelli, the owner of Petrelli Electric, Inc. and a SFPD Reserve Officer, would like to donate the 2004 Ford flatbed pickup truck to the SFPD Explorer Program. This vehicle would be utilized to tow the SFPD Explorer Program travel trailer and any of their equipment for special events relating to the Explorer Program, the SFPD and the City.

The two donated vehicles will be a great addition to the SFPD Reserve Division and SFPD Explorer Program.

**Consideration to Approve Vehicle Donations from the City of Vernon and Petrelli Electric, Inc.**Page 3 of 3

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**BUDGET IMPACT:**

There will be no budget impact to the FY 2015-2016 General Fund. The vehicles will be donated and the maintenance cost per vehicle is \$100 with a total cost of \$200 per year. The current budget will be able to absorb that amount with no additional funds added to the FY 2015-2016 budget.

**CONCLUSION:**

It is recommended that the City Council approve the donation of the 2005 Chevrolet Tahoe (VIN: 1GNEC13225R255563) from the City of Vernon and the 2004 Ford flatbed pickup truck (VIN: 1FTSX31PX4EA02249) from Petrelli Electric, Inc. and authorize the City Manager to direct staff to accept the vehicles and execute the necessary documents.

**ATTACHMENTS:**

- A. City of Vernon Deed of Gift agreement
- B. Certificate of Title – 2004 Ford Flatbed Pickup Truck

ATTACHMENT "A"



4305 Santa Fe Avenue, Vernon, California 90058  
Telephone (323) 583-8811

## Deed of Gift

to the City of San Fernando Police Department

I, W. Michael McCormick, Mayor of the undersigned Donor, hereby donate and convey on behalf of Donor, the physical property described in Section No. 2 below, to the City of San Fernando Police Department, subject to the Terms and Conditions attached hereto, to use, retain or dispose of pursuant to the purposes of the City of San Fernando Police Department.

### 1. Donor Information:

Agency Name: City of Vernon  
Agency Address: 4305 Santa Fe Avenue  
Vernon, CA 90058  
Telephone Number: 323-587-5171 ext. 114

### 2. Description of Property:

2005 Chevrolet Tahoe, VIN: 1GNEC13225R255563

W. Michael McCormick, Mayor  
Name and Title

\_\_\_\_\_  
Donor's Signature

\_\_\_\_\_  
Date

Anthony Vairo, Chief of Police  
Name and Title

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

*Exclusively Industrial*

## Terms and Conditions

The City of San Fernando Police Department has accepted the Donor's gift of the property described in Section No. 2 above (the "Property"), subject to the following terms and conditions:

1. The City of Vernon logo and Vernon Police Department lettering and numbering will be removed from the vehicle upon transfer of property.
2. The City of San Fernando Police Department will release Donor from all liability for this gift and comply with the following Donation Agreement and Release:

## **TRANSFER, ACCEPTANCE AND RELEASE AGREEMENT**

TRANSFER, ACCEPTANCE AND RELEASE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015 by and between the City of Vernon ("Vernon") and the City of San Fernando ("San Fernando"). For purposes of this Agreement, the capitalized term "Party" may refer to either Vernon or San Fernando interchangeably as appropriate. The capitalized term "Parties" shall be a collective reference to both Vernon and San Fernando.

### **Recitals**

The San Fernando's Police Department Reserve Police Officer program is experiencing a shortage of patrol vehicles and has limited funding to purchase replacement vehicles. The donation of the surplus vehicle to San Fernando's Police Department Reserve Officer Program will serve as a municipal purpose and will provide a necessary resource to enhance the program given the limited funding for patrol vehicles. Once the patrol vehicle is refurbished, it will be utilized by reserve police officers assigned to patrol duties.

### **Agreement**

1. By execution of this Agreement, Vernon hereby transfers, conveys and assigns to San Fernando all of Vernon's interest in and title to one (1) model year 2005 Chevrolet Tahoe motor vehicle, VIN: 1GNEC13225R255563 (hereinafter, the "Vehicle"). Transfer of title to the Vehicle shall be effective as of the date the San Fernando Police Department takes delivery of the Vehicle. Said Vehicle is not warranted by Vernon to be fit for any purpose and San Fernando accepts the Vehicle "as is". Vernon warrants, represents and agrees that the transfer of title to the Vehicle has been duly authorized by the City Council of the City of Vernon at its regular meeting of August, 4, 2015.
2. Said Vehicle shall be inspected by a San Fernando Police Department representative at a time and place agreed upon by the Parties prior to delivery.
3. Upon delivery of the Vehicle, Vernon shall not be liable or in any other way responsible for any defects or for failure of the Vehicle to perform its intended purpose. Nor shall Vernon be liable or in any other way responsible for any loss, damage, or injury to third parties arising from or caused by defects in the Vehicle or in any part thereof.
4. San Fernando shall defend, indemnify and hold harmless Vernon and Vernon's Police Department and their respective officers, directors, agents, employees and attorneys from and against all claims, suits and damages asserted by San Fernando and/or any third party arising out of or in any way related to the transfer, conveyance and assignment of Vernon's interest in the Vehicle to San Fernando.
5. The Agreement shall be interpreted in accordance with the laws of the State of California.



6. By his signature below, Anthony Vairo, Chief of Police of the City of San Fernando Police Department, represents that the City of San Fernando is a legal entity authorized to make and enter into contracts and that he is authorized to bind San Fernando to the terms and conditions of this Agreement. Similarly, by his signature below, the Mayor of the City of Vernon, represents that the City of Vernon is a legal entity authorized to make and enter into contracts and that he is authorized to bind Vernon to the terms and conditions of this Agreement.
7. This Agreement may be executed in counterparts. There shall be two (2) fully signed copies of this Agreement, each of which shall be deemed an original

In witness whereof, the parties hereto have executed the Agreement on the dates indicated below.

City of Vernon

By: \_\_\_\_\_  
W. Michael McCormick, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Maria E. Ayala, City Clerk

Approved as to form:


\_\_\_\_\_  
Brian W. Byun, Deputy City Attorney

City of San Fernando Police Department

By: \_\_\_\_\_  
Anthony Vairo, Chief of Police

\_\_\_\_\_  
Date



STATE OF CALIFORNIA				ATTACHMENT "B"													
N06080725BA				VEHICLE HISTORY													
COMMERCIAL				[Redacted Box]													
VEHICLE ID NUMBER <b>1FTSX31PX4EA02249</b>		YR MODEL <b>2004</b>	MAKE <b>FORD</b>	PLATE NUMBER <b>7G10518</b>													
BODY TYPE MODEL <b>4C</b>	AX <b>2</b>	UNLADEN WEIGHT <b>06553</b>	FUEL <b>D</b>	TRANSFER DATE	FEE PAID <b>NONE</b>												
YR 1ST SOLD <b>2003</b>	CLASS <b>JL</b>	*YR <b>PV</b>	MO <b>PV</b>	EQUIPMT/ TRUST NUMBER	REGISTRATION EXPIRATION DATE <b>08/31/2009</b>												
MOTORCYCLE ENGINE NUMBER		ODOMETER DATE <b>08/01/2003</b>	ODOMETER READING <b>18 MI</b>														
REGISTERED OWNER(S) <b>PETRELLI ELECTRIC INC 11615 DAVENPORT RD SANTA CLARITA CA 91390</b>		ACTUAL MILEAGE															
																	
<p>I certify (or declare) under penalty of perjury under the laws of the State of California that <b>THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.</b></p> <p>1a. _____ <b>X</b> _____ DATE SIGNATURE OF REGISTERED OWNER</p> <p>1b. _____ <b>X</b> _____ DATE SIGNATURE OF REGISTERED OWNER</p> <p>Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>The odometer now reads [ ] (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.</p> <p>WARNING <input type="checkbox"/> Odometer reading is not the actual mileage. <input type="checkbox"/> Mileage exceeds the odometer mechanical limits.</p> <p><b>I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DATE</td> <td>TRANSFEROR/SELLER SIGNATURE(S)</td> <td>DATE</td> <td>TRANSFeree/BUYER SIGNATURE(S)</td> </tr> <tr> <td></td> <td><b>X</b></td> <td></td> <td><b>X</b></td> </tr> <tr> <td colspan="2">PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY</td> <td colspan="2">PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY</td> </tr> </table> <p style="text-align: center;"><b>IMPORTANT READ CAREFULLY</b></p> <p>Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.</p> <p>LIENHOLDER(S)</p> <p style="text-align: right;">2. <b>X</b> Signature releases interest in vehicle. (Company names must be countersigned) Release Date _____</p> <p style="text-align: right;"><b>CA112647141</b> <b>003890</b></p> <p style="text-align: right;">REG. 17.30RS (REV.7/07)</p>						DATE	TRANSFEROR/SELLER SIGNATURE(S)	DATE	TRANSFeree/BUYER SIGNATURE(S)		<b>X</b>		<b>X</b>	PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY		PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY	
DATE	TRANSFEROR/SELLER SIGNATURE(S)	DATE	TRANSFeree/BUYER SIGNATURE(S)														
	<b>X</b>		<b>X</b>														
PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY		PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY															

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

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

**Date:** September 8, 2015

**Subject:** Consideration to Approve a Professional Services Agreement with Neighborhood Housing Services of Los Angeles County

### RECOMMENDATION:

It is recommended that the City Council:

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

### BACKGROUND:

1. In April of 2015, Neighborhood Housing Services of Los Angeles County (NHS) contacted the City through Mayor Joel Fajardo to inquire about a possible partnership to provide City residents with access to financial education, affordable mortgage lending, and construction services and management in an effort to maintain and upgrade the existing housing stock within the city's residential neighborhoods as well as to promote homeownership. Mayor Fajardo facilitated the initial discussions with NHS and subsequently directed NHS representatives to work with the City Manager on identifying possible partnership opportunities in order to promote neighborhood preservation and homeownership within the community.

As noted on their website (<http://www.nhslacounty.org/about>), NHS was incorporated in 1984 and since then has grown from a small local housing agency to one of the largest, non-profit affordable homeownership provider in Southern California. NHS is part of the

**Consideration to Approve a Professional Services Agreement with Neighborhood Housing Services of Los Angeles County**Page 2 of 6

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“NeighborWorks America”, NHS programs and services focus on revitalizing communities, building stronger neighborhoods and helping families of modest means actualize their dream of homeownership.

Since 1984, NHS has developed and rehabilitated over 18,000 housing and commercial units, placed 3.3 million families on the road to homeownership, created 195 block clubs, employed 217 neighborhood youth, and invested more than \$4.4 billion back into neighborhoods throughout Los Angeles County. NHS has helped improve the lives of more than one million households as a member of NeighborWorks America and as an affiliate Community Development Financial Institution dedicated to revitalizing neighborhoods destabilized by blight and economic divestiture.

During 2014, NHS and its affiliates (NHS Neighborhood Redevelopment Corporation and NHS Neighborhood Lending Services) helped 1.4 million households and achieve the following:

- Reinvested \$204.4 million into Los Angeles County neighborhoods by facilitating loans of more than \$67.1 million to local residents to improve housing conditions, create homeownership opportunities and prevent foreclosure. NHS reinvested \$44.3 million through real estate services and nearly \$93 million through foreclosure prevention efforts this last fiscal year;
- Assisted 10,482 families keep their homes and prevent foreclosure through aggressive foreclosure prevention fairs, clinics, workshops and other NHS programs, reinvesting over \$3.7 billion in stabilizing neighborhood property values;
- Helped 389 families become homeowners through direct loans, brokering activities and financial education classes;
- Educated and counselled 3,542 families regarding homeownership purchase, budgeting, credit repair, home maintenance, and insurance education;
- Completed 279 home inspections, 235 work write-ups, monitored construction of 52 jobs, and completed rehabilitation for 275 homes that help green and sustain our communities;
- Represented 79 low and moderate income buyers with an average of \$262,252 in buying power, and closed 90 real estate transactions (acquisitions and homebuyer purchases) that totalling over \$44.3 million in value; and,
- Coordinated 98 volunteers, who spent 1,890 hours (a service value of \$49,150) participating in NHS events and raised in-kind donations that totalling nearly \$82,195.

In January of 2014, the City Council adopted the 2013-2021 update to the City of San Fernando General Plan Housing Element (City Council Resolution No. 7580). Included within the City’s Housing Element are the following community goals and policies:

**Consideration to Approve a Professional Services Agreement with Neighborhood Housing Services of Los Angeles County**Page 3 of 6

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**GOAL 1.0: Maintain and Enhance the Quality of Existing Housing, Neighborhoods, and Health of Residents.**

- Policy 1.2: Preserve the character, scale, and quality of established residential neighborhoods.
- Policy 1.3: Work in conjunction with residents to revitalize neighborhoods by supporting neighborhood organizations, reducing crime, improving deteriorated housing, managing traffic and parking, and eliminating blighting conditions.
- Policy 1.4: Promote the rehabilitation of residential structures that are substandard or in disrepair and general maintenance of the housing stock.

**GOAL 4.0: Provide Opportunities for Lower and Moderate Income Households to Become First-Time Homebuyers.**

- Policy 4.1: Provide information and referral about homebuyer assistance programs available through the County, State, and private lenders to existing and potential residents.
  - Policy 4.2: Promote homebuyer education seminars.
  - Policy 4.3: Provide homebuyer assistance programs.
  - Policy 4.4: Promote available foreclosure resources through the City's website and informational handouts at the Community Development Department public counter. (Source: 2013-2012 Housing Element, Section V (Housing Plan), Subsection A: Goals, Policies, and Programs, Pgs. 72-82.)
2. On June 15, 2015, the San Fernando City Council approved City Contract No. 1790 between the City and NHS to provide the community with access to financial education, affordable mortgage lending, and construction services and management for its "Don't Move-Improve! Program" in order to promote homeownership and the preservation of the City's residential neighborhoods. Furthermore, City Council authorized the City Manager and City Attorney to take all actions necessary to execute and implement City Contract No. 1790.
  3. On July 15, 2015, NHS resubmitted City Contract No. 1790 to the City with proposed changes to the insurance provisions and clarifications to the scope of services section of the contract. As part of the proposed changes to the scope of services, NHS requested clarifying language that potential homebuyers seeking to engage NHS for future financial assistance are responsible for paying the 8-hour class fee of \$75 per household. Per NHS, the FasTrak

**Consideration to Approve a Professional Services Agreement with Neighborhood Housing Services of Los Angeles County**Page 4 of 6

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Homebuyer Education Classes are designed for potential homebuyers. Successful completion of this eight (8) hour program (English and Spanish) allows the buyer to receive a certificate that ensures access to additional affordable mortgage lending services in addition to down payment assistance programs. For a fee paid by each participating couple or household, NHS will provide the class to qualified potential homebuyers looking to purchase within the City.

Based on the requested changes, the City Attorney worked with NHS to update the proposed City Contract No. 1790 in a manner consistent with similar City agreements as it relates to required insurance provisions and requested modifications to the scope of services and resubmit said amended contract for City Council final review and approval (Attachment "A").

**ANALYSIS:**

As previously noted to the City Council at the June 15, 2015 meeting, NHS is proposing to provide City residents the following services:

**I. Financial Education**

NHS will provide potential homebuyers the tools they need to succeed and make their dreams of lifelong homeownership come true.

NHS's NeighborWorks® Homeownership Centers will provide comprehensive financial education from budgeting and saving, credit repair and home buying classes to foreclosure prevention counselling clinics.

- HOPE Homebuyer Workshops. NHS will host HOPE Homebuyer Workshops (English and Spanish) for potential homebuyers. As part of the workshop, potential homebuyers will participate in a homebuyer orientation as well as a preliminary pre-qualification analysis.
- FasTrak Homebuyer Education Classes are designed for potential homebuyers. Successful completion of this eight (8) hour program (English and Spanish) allows the buyer to receive a certificate which ensures access to additional affordable mortgage lending services in addition to down payment assistance programs. NHS will provide the classes to qualified potential homebuyers looking to purchase within the City of San Fernando at a cost of \$75 per household.
- Foreclosure Prevention Clinics are free and offer one-on-one counselling (English and Spanish), which focuses on preparing the homeowner to negotiate with their lender and

## Consideration to Approve a Professional Services Agreement with Neighborhood Housing Services of Los Angeles County

Page 5 of 6

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develop an action plan to avoid foreclosure. NHS will provide this clinic to homeowners residing in the City of San Fernando.

### II. Affordable Mortgage Lending

As a Community Development Financial Institution (CDFI), NHS may finance income-qualified borrowers through NHS's revolving loan fund. NHS's Lending Counselors work directly with lenders to offer affordable loan products as well as assistance with down payment and closing costs for new homebuyers.

Families interested in purchasing their home can work with an NHS Lending Counselor to find the right affordable loan.

For existing homeowners, NHS provides home improvement loans through NHS's "Don't Move-Improve!" Program. NHS also provides refinancing assistance.

NHS also provides personalized counselling to help prevent defaults and foreclosures.

### III. Construction Services and Management for NHS's "Don't Move-Improve! Program"

1. Construction Management Services. Through NHS's Don't Move-Improve! Program, NHS's Construction Team serves as technical advisors for both the homeowner and contractor. NHS works to help projects finish on time and within budget. NHS assists NHS loan recipients with:
  - Managing the Bid Process
  - Selecting the Contractor
  - Project Oversight
  - Conflict Resolution Services
2. Home Inspections. NHS's Don't Move-Improve! Program Construction Team is certified to conduct comprehensive home inspections to help potential buyers with their pre-purchase inspection and homeowners who may have been cited by the City and are in need of home repair assistance.
3. Home Safety Awareness. NHS's Don't Move-Improve! Program Construction Specialists can inspect homes and advise homeowners of necessary repairs that will ultimately increase property values and help make their homes healthy and safe.
4. Lead Abatement and Code Compliance. NHS, through its "Don't Move-Improve!" Program also provides certified Lead Abatement Supervisors to make homes environmentally safe and compliant with local building codes.

**Consideration to Approve a Professional Services Agreement with Neighborhood Housing Services of Los Angeles County**Page 6 of 6

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NHS proposed financial education, affordable mortgage lending, and construction services and management through its “Don’t Move-Improve! Program” as noted in the “Scope of Services” (Exhibit “A” of Attachment “A”) under Contract No. 1790 are consistent with City General Plan Housing Element Goal Nos. 1 and 4 and Policies 1.2, 1.3, 1.4, and 4.1-4.14. Collectively, the NHS scope of services being considered under this agreement will help maintain and enhance the quality of existing housing, neighborhoods, and the health of City residents by helping existing homeowners stay and upgrade their homes to current building codes while also providing access to financial resources that help promote new opportunities for homeownership within the community.

**BUDGET IMPACT:**

Approval of Contract No. 1790 as amended will not have a negative impact on the City’s General Fund Budget. All associated expenses to provide financial education, affordable mortgage lending, and construction services and management for its “Don’t Move-Improve! Program” to the community will be borne solely by NHS and qualified potential homebuyers seeking to take advantage of NHS’ FasTrak Homebuyer Education Classes. Furthermore, future housing sales and housing upgrades facilitated by NHS programs will increase property values and potentially result in increased property tax revenues to the City from future reassessments.

**CONCLUSION:**

It is staff’s assessment that City Council approval of Contract No. 1790 as amended with NHS is warranted. City Council approval of this agreement will allow NHS to provide the community with new opportunities to access financial education, affordable loans, and construction services and management that maintain and improve the City’s housing stock and help promote homeownership within the community consistent with the City’s General Housing Plan Housing Element Goals and Policies.

**ATTACHMENT:**

A. Contract No. 1790



**ATTACHMENT "A"**  
**CONTRACT NO. 1790****CITY OF SAN FERNANDO**  
**SHORT-FORM PROFESSIONAL SERVICES AGREEMENT**

THIS SHORT-FORM PROFESSIONAL SERVICES AGREEMENT is made and entered into on the \_\_\_\_\_ day of September 2015 by and between the CITY OF SAN FERNANDO, a municipal corporation, (hereinafter referred to as "CITY") and NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES COUNTY, a California non-profit public benefit corporation (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: Financial Education; Affordable Mortgage Lending; and Construction Services and Management for its "Don't Move Improve" Program.

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

Proposed "Scope of Services" from CONTRACTOR and attached hereto as Exhibit "A".

3. TERMS. The services and/or materials furnished under this Agreement shall commence on \_\_\_\_\_, 2015 and shall be completed by \_\_\_\_\_, 2016, (initial term) and may be extended upon mutual agreement by both parties (extended term) for two (2) additional one (1) year terms, unless terminated pursuant to Section 5(g).

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

a. CONTRACTOR shall provide services indicated in Exhibit "A" at no cost to CITY. CITY is not responsible for paying for any work done by CONTRACTOR or any subcontractor above and beyond the not to exceed amount.

b. CITY shall not reimburse for any of CONTRACTOR's costs or expenses to deliver any services/goods, unless specified in CONTRACTOR's quote. 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 procure and maintain the following insurance coverage, at its own expense:

- i. **WORKERS COMPENSATION INSURANCE:** Minimum statutory limits.
- ii. **COMMERCIAL GENERAL LIABILITY:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- iii. **AUTOMOBILE LIABILITY INSURANCE:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- iv. **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- v. **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."
- vi. **CERTIFICATE OF INSURANCE:** Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance.

c. **CITY BUSINESS LICENSE.** CONTRACTOR shall obtain a City business license prior to the commencement of any work in the City of San Fernando.

d. **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.

e. **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.

f. 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.

g. TERMINATION FOR CONVENIENCE OR FOR CAUSE. This Agreement may be terminated by CITY upon ten (10) days written notice to CONTRACTOR. Monies owed for work satisfactorily completed shall be paid to CONTRACTOR within 14 days of termination.

h. 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.

i. NOTICES. Any notices required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's OR CITY's regular business hours; or (b) on the third business day following the United States mail post mark, postage pre-paid, to the addresses heretofore below.

If to City:

Brian Saeki, City Manager  
City of San Fernando  
117 N. Macneil Street  
San Fernando, CA 91340

If to Contractor:

\_\_\_\_\_  
Neighborhood Housing Services  
of Los Angeles County  
3926 Wilshire Blvd, Suite 200  
Los Angeles, CA 90010

6. COMPLIANCE WITH LAWS. CONTRACTOR shall be fully informed of and in compliance with all applicable laws, statues, codes, rules, regulations, and ordinances governing or affecting the performance of work.

7. 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.

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

**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: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit “A”**

### **“Scope of Services”**

Neighborhood Housing Services of Los Angeles County (“NHS”) shall provide the following services to the residents of the City of San Fernando (the “City”):

#### **I. Financial Education**

NHS will provide potential homebuyers the tools they need to succeed and make their dreams of lifelong homeownership come true.

NHS’s NeighborWorks® Homeownership Centers will provide comprehensive financial education from budgeting and saving, credit repair and home buying classes to foreclosure prevention counselling clinics.

- HOPE Homebuyer Workshops. NHS will host HOPE Homebuyer Workshops (English and Spanish) for potential homebuyers. As part of the workshop, potential homebuyers will participate in a homebuyer orientation as well as a preliminary pre-qualification analysis.
- FasTrak Homebuyer Education Classes are designed for potential homebuyers. Successful completion of this eight (8) hour program (English and Spanish) allows the buyer to receive a certificate which ensures access to additional affordable mortgage lending services in addition to down payment assistance programs. For a fee paid by each participating couple or household, NHS will provide the class to qualified potential homebuyers looking to purchase within the City. Participating homebuyers in the FasTrak Homebuyer Education Classes will be responsible for paying a class fee of \$75.00.
- Foreclosure Prevention Clinics are free and offer one-on-one counselling (English and Spanish) which focuses on preparing the homeowner to negotiate with their lender and develop an action plan to avoid foreclosure. NHS will provide this clinic to homeowners residing in the City.

#### **II. Affordable Mortgage Lending**

As a Community Development Financial Institution (CDFI), NHS may finance income-qualified borrowers through NHS’s revolving loan fund. NHS’s Lending Counselors work directly with lenders to offer affordable loan products as well as assistance with down payment and closing costs for new homebuyers.

Families interested in purchasing their home can work with an NHS Lending Counselor to find the right affordable loan.

For existing homeowners, NHS provides home improvement loans through NHS's "Don't Move-Improve!" Program. NHS also provides refinancing assistance.

NHS also provides personalized counselling to help prevent defaults and foreclosures.

III. Construction Services and Management for NHS's "Don't Move-Improve! Program"

1. Construction Management Services. Through NHS's Don't Move-Improve! Program, NHS's Construction Team serves as technical advisors for both the homeowner and contractor. NHS works to help projects finish on time and within budget. NHS assists NHS loan recipients with:
  - Managing the Bid Process
  - Selecting the Contractor
  - Project Oversight
  - Conflict Resolution Services
2. Home Inspections. NHS's Don't Move-Improve! Program Construction Team is certified to conduct comprehensive home inspections to help potential buyers with their pre-purchase inspection and homeowners who may have been cited by the City and are in need of home repair assistance.
3. Home Safety Awareness. NHS's Don't Move-Improve! Program Construction Specialists can inspect homes and advise homeowners of necessary repairs that will ultimately increase property values and help make their homes healthy and safe.
4. Lead Abatement and Code Compliance. NHS, through its "Don't Move-Improve! Program" also provides certified Lead Abatement Supervisors to make homes environmentally safe and compliant with local building codes.



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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

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

**Date:** September 8, 2015

**Subject:** Consideration to Adopt an Urgency Ordinance Adding Article XII to Chapter 18 (Buildings and Building Regulations) of the City Code Relating to Expedited Permitting Procedures for Small Residential Rooftop Solar Systems and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937

### RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, waive full reading and adopt Urgency Ordinance No. U-1644 (Attachment "A") by title, "An Urgency Ordinance of the City Council of the City of San Fernando, California, Adding Article XII to Chapter 18 (Buildings and Building Regulations) of the City Code Relating to Expedited Permitting Procedures for Small Residential Rooftop Solar Systems and Declaring The Urgency Thereof in Accordance with Government Code Sections 36934 and 36937".

### BACKGROUND:

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. 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" – Attachment "B") into law. AB 2188 seeks to reduce the costs and delays associated with the local solar permitting process.

As amended by AB 2188, Section 65850.5 of the California Government Code requires that, on or before September 30, 2015, every city must adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems. In addition,

**Consideration to Adopt an Urgency Ordinance Adding Article XII to Chapter 18 (Buildings and Building Regulations) of the City Code Relating to Expedited Permitting Procedures for Small Residential Rooftop Solar Systems and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937**

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California Government Code Section 65850.5(g)(2) states that the expedited permitting process must substantially conform to the recommendations, including the checklist and standard plan, contained in the current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research. It affirms that it is the policy of 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.

The costs for establishing a process for applying and approving residential rooftop solar systems in an expedited manner per State law will be recovered through existing building permit fees. The City of San Fernando has already offered low-cost, expedited solar photovoltaic (PV) permits for residential rooftop systems with permits being processed within a two-day period. The electronic submittal of applications will be integrated into a Request for Proposals (RFP) process that is scheduled to occur in 2016. The RFP process will solicit proposals from qualified firms to update the City's electronic permit issuance software and as part of that provide a cost estimate for the establishment of an online permitting process of residential rooftop solar systems as required under AB 2188.

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. Section 4 of the proposed Urgency Ordinance (Attachment "A") makes the requisite urgency findings in accordance with Section 36937(b) of the California Government Code.

**ANALYSIS:**

The recommended Urgency Ordinance satisfies the mandate of AB 2188 and amended Section 65850.5 of the California Government Code. This Urgency Ordinance codifies the requirements of Section 65850.5, such as accepting applications electronically, directing the City's Building Official, which is the Community Development Director to develop a checklist of all requirements that small rooftop solar energy systems shall comply with to be eligible for expedited review, and authorizing the Building and Safety Supervisor as designee of the Community Development Director to administratively approve such applications. The required permit application checklist for the processing of residential rooftop solar systems shall be put into use on or before September 30, 2015.

The City of San Fernando has already coordinated City building and Los Angeles Fire Department review of permit applications, created plan check and inspection guidelines, and utilizes a consolidated inspection process for small residential rooftop systems, all in conformance with the California Solar Permitting Guidebook recommendations.

**Consideration to Adopt an Urgency Ordinance Adding Article XII to Chapter 18 (Buildings and Building Regulations) of the City Code Relating to Expedited Permitting Procedures for Small Residential Rooftop Solar Systems and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937**

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In addition, the permitting of small residential rooftop solar systems is currently expedited by reviewing and issuing most permits over the counter. The City currently does not have the software capability to allow for electronic submittal of a residential rooftop solar system permit application and electronic signature authorization in lieu of a “wet stamp” signature from the applicant as required under Government Code Section 65850.5(g)(2). As an alternative approach allowed under Government Code Section 65850.5(g)(2), cities like San Fernando that are currently unable to accept applications electronically are allowed to require that applicants seeking permits for residential rooftop solar systems 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.

When the City of San Fernando initiates its Request for Proposal (RFP) process in 2016 for electronic permitting software one of the requested deliverables will be for issuance of electronic permits for such things as residential rooftop solar systems, water heaters, roofing permits allowing the City to comply with this state requirement. Until this capability to accept electronic building permits is established, the City will continue to administratively review and approve permits for residential rooftop solar systems in an expeditious manner.

Making permitting for residential rooftop solar systems faster and easier supports the City’s goal of increasing residential renewable energy use in order to reduce greenhouse gas reduction resulting from the local solar installation and reduce local demands on the existing power grid system.

**BUDGET IMPACT:**

The cost of issuance of residential rooftop solar systems in an expedited manner as required under AB 2188 will be recovered through existing building permit fees. The City of San Fernando has offered low-cost, expedited solar photovoltaic (PV) permits for residential rooftop systems since 2011. The electronic submittal of applications will be integrated into future City permitting software as provided for in the upcoming RFP for electronic permit issuance software that will be made available in 2016.

**CONCLUSION:**

Based on the aforementioned analysis, City staff recommends that the City Council adopt the attached Urgency Ordinance No. U-1644. City Council adoption ensures that the City has an ordinance in compliance with the State mandate under AB 2188 that provides for the

**Consideration to Adopt an Urgency Ordinance Adding Article XII to Chapter 18 (Buildings and Building Regulations) of the City Code Relating to Expedited Permitting Procedures for Small Residential Rooftop Solar Systems and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937**

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expedited, streamlined permitting procedures for small residential rooftop solar systems, to be adopted and effective on or before September 30, 2015. The Urgency Ordinance requires approval by four-fifths (4/5) vote of the City Council in accordance with Section 36937(b) of the California Government Code.

**ATTACHMENTS:**

- A. Urgency Ordinance No. U-1644
- B. AB 2188

**ATTACHMENT "A"****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 8<sup>th</sup> 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 8<sup>th</sup> day of September, 2015 and was passed and adopted by the following votes to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
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:**

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Elena G. Chávez, City Clerk



*California*  
LEGISLATIVE INFORMATION

AB-2188 Solar energy: permits. (2013-2014)

**Assembly Bill No. 2188**

**CHAPTER 521**

An act to amend Section 714 of the Civil Code, and to amend Section 65850.5 of the Government Code, relating to solar energy.

[ Approved by Governor September 21, 2014. Filed with Secretary of State  
September 21, 2014. ]

**LEGISLATIVE COUNSEL'S DIGEST**

AB 2188, Muratsuchi. Solar energy: permits.

(1) Existing law provides that it is the policy of the state to promote and encourage the use of solar energy systems, as defined, and to limit obstacles to their use. Existing law states that the implementation of consistent statewide standards to achieve timely and cost-effective installation of solar energy systems is not a municipal affair, but is instead a matter of statewide concern. Existing law requires a city or county to administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Existing law requires a solar energy system for heating water to be certified by the Solar Rating Certification Corporation or another nationally recognized certification agency.

This bill would specify that these provisions address a statewide concern. The bill would additionally require a city, county, or city and county to adopt, on or before September 30, 2015, in consultation with specified public entities an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems, as specified. The bill would additionally require a city, county, or city and county to inspect a small residential rooftop solar energy system eligible for expedited review in a timely manner, as specified. The bill would prohibit a city, county, or city and county from conditioning the approval of any solar energy system permit on approval of that system by an association that manages a common interest development. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications to be certified by an accredited listing agency, as defined.

Because the bill would impose new duties upon local governments and local agencies, it would impose a state-mandated local program.

(2) Existing law prohibits any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing document from effectively prohibiting or restricting the installation or use of a solar energy system. Existing law exempts from that prohibition provisions that impose reasonable restrictions on a solar energy system that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance. Existing law defines the term "significantly," for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 20% of the cost of the system or decreasing the efficiency of the solar energy system by an amount exceeding 20%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed \$2,000 over the system cost or a decrease in system efficiency of an amount exceeding 20%, as specified. Existing law requires a solar energy system for heating water

subject to the provisions described above to be certified by the Solar Rating Certification Corporation or another nationally recognized certification agency.

This bill would instead define the term "significantly," for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 10% of the cost of the system, not to exceed \$1,000, or decreasing the efficiency of the solar energy system by an amount exceeding 10%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed \$1,000 over the system cost or a decrease in system efficiency of an amount exceeding 10%, as specified. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications subject to the provisions described above to be certified by an accredited listing agency, as defined.

(3) Existing law requires an application for approval for the installation or use of a solar energy system to be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property and prohibits the approver from willfully avoiding or delaying approval. Existing law requires the approving entity to notify the applicant in writing within 60 days of receipt of the application if the application is denied, as specified.

The bill would instead require the approving entity to notify the applicant in writing within 45 days of receipt of the application if the application is denied, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

### **SECTION 1.** The Legislature finds and declares all of the following:

(a) In recent years, the state has both encouraged the development of innovative distributed generation technology and prioritized the widespread adoption of solar power as a renewable energy resource through programs such as the California Solar Initiative.

(b) Rooftop solar energy is a leading renewable energy technology that will help this state reach its energy and environmental goals.

(c) To reach the state's Million Solar Roofs goal, hundreds of thousands of additional rooftop solar energy systems will need to be deployed in the coming years.

(d) Various studies, including one by the Lawrence Berkeley National Laboratory, show that, despite the 1978 California Solar Rights Act, declaring that the "implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair ... but is instead a matter of statewide concern," the permitting process governing the installation of rooftop solar energy systems varies widely across jurisdictions and, contrary to the intent of the law, is both an "obstacle" to the state's clean energy and greenhouse reduction goals and a "burdensome cost" to homeowners, businesses, schools, and public agencies.

(e) The United States Department of Energy, through its SunShot Initiative, has distributed millions of dollars in grants to local and state governments, including California jurisdictions, and nonprofit organizations to reduce the costs of distributed solar through streamlined and standardized permitting.

(f) A modernized and standardized permitting process for installations of small-scale solar distributed generation technology on residential rooftops will increase the deployment of solar distributed generation, help to expand access to lower income households, provide solar customers greater installation ease, improve the state's ability to reach its clean energy goals, and generate much needed jobs in the state, all while maintaining safety standards.

### **SEC. 2.** Section 714 of the Civil Code is amended to read:

**714.** (a) Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing



document, as defined in Section 4150 or 6552, that effectively prohibits or restricts the installation or use of a solar energy system is void and unenforceable.

(b) This section does not apply to provisions that impose reasonable restrictions on solar energy systems. However, it is the policy of the state to promote and encourage the use of solar energy systems and to remove obstacles thereto. Accordingly, reasonable restrictions on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

(c) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities, consistent with Section 65850.5 of the Government Code.

(2) Solar energy systems used for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall also meet all applicable safety and performance standards established 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.

(d) For the purposes of this section:

(1) (A) For solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, "significantly" means an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars (\$1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.

(B) For photovoltaic systems that comply with state and federal law, "significantly" means an amount not to exceed one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

(2) "Solar energy system" has the same meaning as defined in paragraphs (1) and (2) of subdivision (a) of Section 801.5.

(e) (1) Whenever approval is required for the installation or use of a solar energy system, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed.

(2) For an approving entity that is an association, as defined in Section 4080 or 6528, and that is not a public entity, both of the following shall apply:

(A) The approval or denial of an application shall be in writing.

(B) If an application is not denied in writing within 45 days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

(f) Any entity, other than a public entity, that willfully violates this section shall be liable to the applicant or other party for actual damages occasioned thereby, and shall pay a civil penalty to the applicant or other party in an amount not to exceed one thousand dollars (\$1,000).

(g) In any action to enforce compliance with this section, the prevailing party shall be awarded reasonable attorney's fees.

(h) (1) A public entity that fails to comply with this section may not receive funds from a state-sponsored grant or loan program for solar energy. A public entity shall certify its compliance with the requirements of this section when applying for funds from a state-sponsored grant or loan program.

(2) A local public entity may not exempt residents in its jurisdiction from the requirements of this section.

**SEC. 3.** Section 65850.5 of the Government Code is amended to read:

**65850.5.** (a) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair, as that term is used in Section 5 of Article XI of the

California Constitution, but is instead a matter of statewide concern. It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of solar energy systems, including, but not limited to, design review for aesthetic purposes, and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install solar energy systems. It is the policy of the state to promote and encourage the use of solar energy systems and to limit obstacles to their use. It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

(b) A city or county shall administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install a solar energy system shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the solar energy system will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city or county makes a finding, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety, the city or county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install a solar energy system unless it makes written findings based upon substantial 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 the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install a solar energy system shall be designed to mitigate the specific, adverse impact upon the public health and safety at the lowest cost possible.

(f) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) Solar energy systems for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the California Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall meet all applicable safety and performance standards established 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.

(g) (1) On or before September 30, 2015, every city, county, or city and county, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, shall adopt an ordinance, consistent with the goals and intent of subdivision (a), that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, and city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(2) The checklist and required permitting documentation shall be published on a publically accessible Internet Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county shall substantially conform its expedited, streamlined permitting process with the recommendations for expedited permitting, including the checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook.

and adopted by the Governor's Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection, except that a separate fire safety inspection may be performed in a city, county, or city and county that does not have an agreement with a local fire authority to conduct a fire safety inspection on behalf of the fire authority. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

(i) A city, county, or city and county shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.

(j) The following definitions apply to this section:

(1) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. A city, county, or city and county shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.

(2) "Electronic submittal" means the utilization of one or more of the following:

(A) Email.

(B) The Internet.

(C) Facsimile.

(3) "Small residential rooftop solar energy system" means all of the following:

(A) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(B) 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.

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

(D) A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

(4) "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code.

(5) "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.

**SEC. 4.** No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Rick R. Olivarez, City Attorney

**Date:** September 8, 2015

**Subject:** Consideration to Adopt an Ordinance Amending Article III (Fireworks) of Chapter 38 (Fire Prevention and Protection) of the Municipal Code to Add Division 3 Regarding Liability and Fines for Violations of the Fireworks Ordinance, Pursuant to Senate Bill 839

### RECOMMENDATION:

It is recommended that the City Council introduce for a first reading, in title only, Ordinance No. 1645 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando Amending Article III (Fireworks) of Chapter 38 (Fire Prevention and Protection) of the San Fernando Municipal Code to Add Division 3 (Liability and Penalties for Fireworks Violations) Regarding Liability and Fines for Violations of the Fireworks Ordinance, Pursuant to Senate Bill 839."

### BACKGROUND:

1. On July 20, 2015, Vice Mayor Sylvia Ballin recommended that staff report back with a plan to address the illegal sale and discharge of fireworks in the City (including fines and penalties for violations). By consensus, City Council directed that the City Attorney's Office report back with options.
2. On August 3, 2015, the City Attorney made a presentation to the City Council regarding Applicable Law Authorizing the Imposition of Fines for the Discharge of Fireworks (Attachment "B"). Staff was directed to report back with an ordinance modifying Chapter 38 of the City Code and setting forth a revised fining schedule.

### ATTACHMENTS:

- A. Ordinance No. 1645
- B. August 3, 2015 Agenda Report to City Council

**ATTACHMENT “A”****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:

<b>Number of offense in 1 year period</b>	<b>Amount of Administrative Penalty</b>	<b>Late Charge</b>	<b>Total Amount of Penalty Plus Late Charge</b>
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:

<b>Number of offense in 1 year period</b>	<b>Amount of Administrative Penalty</b>	<b>Late Charge</b>	<b>Total Amount of Penalty Plus Late Charge</b>
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:

<b>Number of offense in 1 year period</b>	<b>Amount of Administrative Penalty</b>	<b>Late Charge</b>	<b>Total Amount of Penalty Plus Late Charge</b>
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:

<b>Number of offense in 1 year period</b>	<b>Amount of Administrative Penalty</b>	<b>Late Charge</b>	<b>Total Amount of Penalty Plus Late Charge</b>
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 \_\_\_\_\_ of \_\_\_\_\_, 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 8<sup>th</sup> day of September 2015, and thereafter at the regular meeting of said City Council, duly held on the \_\_\_\_\_ day of \_\_\_\_\_ 2015, was passed and adopted by the following votes to wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Elena G. Chávez, City Clerk

**APPROVED / OTHER ACTION****BY CITY COUNCIL****ATTACHMENT "B"****AGENDA REPORT**

Staff directed to return with an ordinance modifying Chapter 38 and setting forth a revised fining schedule

  
City Clerk

**To:** Mayor Joel Fajardo and Councilmembers

**From:** Rick R. Olivarez, City Attorney

**Date:** August 3, 2015

**Subject:** Overview of Applicable Law Authorizing the Imposition of Fines for the Discharge of Fireworks

**RECOMMENDATION:**

It is recommended that the City Council provide direction. If it is the City Council's desire to proceed with some sort of increase in fines, then it is recommended that City staff be directed to return within the next 30 to 45 days with an Ordinance modifying Chapter 38 and setting forth a revised fining schedule.

**BACKGROUND:**

This report is prepared in response to general queries presented by the San Fernando City Council (the "City Council") concerning the ability of the City of San Fernando ("City") to increase penalties associated with the sale and discharge of fireworks. In the State of California, fireworks are regulated by a combination of State law and local regulations authorized under State law. The City may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.<sup>1</sup> In addition, the State Fireworks Law, *Health and Safety Code* section 12500, et seq., authorizes the City to regulate or prohibit the sale, use, or discharge of fireworks within its jurisdiction.

Local regulation of fireworks in the City is governed under Chapter 38 (Fire Prevention and Protection) of the San Fernando Municipal Code (the "Chapter 38"). Although Chapter 38 does allow for organized fireworks displays/events under the terms of a City-issued permit, the City bans the general sale and discharge of all variety of fireworks, including so-called "safe and sane" fireworks.<sup>2</sup> (See San Fernando Municipal Code Section 38-62 and Division (Public

<sup>1</sup> Cal. Const. Article XI section 7

<sup>2</sup> State law defines "fireworks" as "any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment." *Health & Safety Code Section 12511*. Safe and sane fireworks are those fireworks which are not defined as "dangerous" fireworks under the California *Health and Safety Code*. *Health & Safety Code Section 12529*. Dangerous fireworks are generally fireworks that explode or rise into the air such as sky rockets or Roman candles. The possession of dangerous fireworks anywhere in California can be a misdemeanor or felony violation of *Health and Safety Code Section 12677* depending on the amount of dangerous fireworks in possession.

**Overview of Applicable Law Authorizing the Imposition of Fines for the Discharge of Fireworks**Page 2 of 3

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Displays) of Chapter 38). The majority of cities in Los Angeles County ban all fireworks.<sup>3</sup>

There are currently no penalty provisions set forth under Chapter 38 that are specifically tailored to the prohibitions set forth under Chapter 38. Accordingly, penalties for violations those prohibitions are covered under the City's general penalty provisions chapter found under Article II (General Penalties) of Chapter 1 (General Provisions and Penalties) of the San Fernando Municipal Code ("Chapter 1").

Chapter 1 declares that violations of the San Fernando Municipal Code (which would be inclusive of the prohibitions set forth under Chapter 38) are punishable either as misdemeanors, infractions or civil administrative actions. (See Section 1-30 of the San Fernando Municipal Code). If prosecuted as a misdemeanor, violations of Chapter 38 may involve a fine of not more than \$1,000 or 6 months in jail or both. If prosecuted as an infraction, the violation is punished by a fine of \$100 for the first offense, \$200 for the second offense and up to \$500 for the third offense. If prosecuted administratively, Section 1-56 of the San Fernando Municipal Code allows for a fines of \$100, \$200 and \$500 for first, second and third offenses respectively, which fines are to be paid directly to the City.

In 2007, the California Legislature enacted Senate Bill 839 ("SB 839") amending the State Fireworks Law to authorize local jurisdictions, 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. 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.

Under SB 839, local jurisdictions can adopt a streamlined enforcement and administrative fine procedure for the possession and use of less than 25 pounds of dangerous, illegal fireworks. It also allows a local jurisdiction to levy administrative fines of \$1,000<sup>4</sup> and solely retain all

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<sup>3</sup> <http://latimesblogs.latimes.com/lanow/2011/06/safe-sane-fireworks-list-legal-los-angeles-county.html>

<sup>4</sup> Some jurisdictions have imposed administrative fines in excess of \$1,000 citing the model ordinance adopted by the State Fire Marshal which includes a fining schedule with fines of up to \$4000 for the sale of illegal fireworks and up to \$1,050 for the sale/use of "safe and sane fireworks" at times not otherwise authorized by the City.

**Overview of Applicable Law Authorizing the Imposition of Fines for the Discharge of Fireworks**Page 3 of 3

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revenue therein (subject to a minor disposal cost reimbursement to the Office of the State Fire Marshal). Many cities have found the imposition of administrative penalties preferable in financing fireworks violation abatement costs in comparison to the misdemeanor citation process through California courts in which cities are only permitted to retain thirty-five percent (35%) of the fines generated.

As discussed above, the City's current schedule for administrative penalties is \$100, \$200 and \$500, for first, second and third offenses prosecuted administratively. SB 839 allows the City to increase its fine schedule considerably. For example, the City could theoretically, have an administrative fining schedule of say \$500, \$800 and \$1,000 for the first, second and third offenses, respectively.

Notwithstanding, the authority granted under SB 839, the burden of collecting on these administrative fines remains with the City and there is no guarantee that persons issued hefty fines will have the ability to pay. Some cities have come to rely on outside ticket processing firms to assist with the collection of these types of fines in a manner that is cost effective.

**CONCLUSION**

If it is the desire of the City Council to proceed with some sort of increase in fines, it is recommended that City staff be directed to return within the next 30 to 45 days with an ordinance modifying Chapter 38 and setting forth a revised fining schedule.



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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

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

**Date:** September 8, 2015

**Subject:** Consideration to Approve Partnership with Youth Speak Collective

### **RECOMMENDATION:**

It is recommended that the City Council:

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

### **BACKGROUND:**

1. On April 20, 2015, the City Council unanimously approved a recreation sports programs proposal to bring back youth and adult sport programs at City facilities (Attachment "B").
2. On May 27, 2015, the Recreation and Community Services (RCS) Director met with Youth Speak Collective (YSC) to discuss potential opportunities for developing at-risk youth programming in the City of San Fernando.
3. On July 20, 2015, YSC submitted a Request for Partnership letter to the City (refer to Exhibit "A" of Attachment "A" – Contract No. 1795) to implement an at-risk youth soccer program at City park facilities.
4. On August 29, 2015, RCS staff met with YSC to discuss a potential partnership and agreed to propose a three-year strategic plan.

**Consideration to Approve Partnership with Youth Speak Collective**Page 2 of 4

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**ANALYSIS:**RCS Sport Programs

Since April 2015, the RCS Department has introduced or reintroduced several sports programs back to the residents of the City of San Fernando, which include adult volleyball, adult softball, tennis, and youth programs for individuals with disabilities. In order to provide recreational programming, the RCS Department partnered with several organizations including the Special Olympics of Southern California, United States Tennis Association, and Impact Sports. This strategy has allowed for the Department to leverage key resources to maximize quality and affordability of the programs.

Youth Speak Collective

Youth Speak Collective is a youth-driven organization that was founded in 2005 on the idea that all young people can succeed if provided with the right opportunities. They follow a “for youth, by youth” philosophy in which young people are empowered to help design and implement programs. YSC provides students throughout the Northeast San Fernando Valley with creative, high-quality programs that channel their intellect and talent, build their academic skills, and strengthen their investment in their own communities. The work is made possible by a strong network of volunteers, contributors, and community leaders who all take an active role in advancing their work.

YSC’s mission is to empower low-income, at-risk youth and their families with the skills necessary to pursue higher education and create strong communities. The organization’s name stems from its commitment to provide youth with the opportunity to “speak” – to be vocal and empowered, helping develop the very programs they participate in, programs that improve the health of their neighborhoods.

Youth Speak Collective programs have made an impact on the young people they serve, their families, and their community (refer to Attachment “C” for details). Annually, more than 5,000 participants are served through eight programs at fifteen different program sites, including San Fernando and Pacoima.

Club Futbolito

Club Futbolito is a no-cost/low-cost after school soccer program targeting at-risk youth between the ages of eleven and sixteen in the Northeast San Fernando Valley. Combining athletics, life skills education, and civic service, Club Futbolito uses soccer as a “hook” to keep low-income, at-risk youth engaged in school and to minimize potentially dangerous behavior. The goals of the program are to: 1) Help young players lead healthy, active lives; 2) Provide them with a positive alternative to high-risk behaviors; 3) Motivate youth to pursue high

**Consideration to Approve Partnership with Youth Speak Collective**Page 3 of 4

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standards in academics; and 4) Instill the value of community engagement among our youth.

Currently, the year-round youth program meets two-days a week from 3:00 p.m. to 6:00 p.m. at San Fernando Middle School. Each session has between 30-40 participants and is comprised of academic tutoring, soccer skills instruction, and soccer scrimmages. All participants are required to maintain a 2.0 grade point average to remain in the program. If a student participant is struggling academically, YSC will provide assistance through its Academic Support Services. In addition, participants are required to participate in a service project of their choosing. This includes a service component to the program to encourage participants to think creatively about how to use sports to improve their community. Lastly, Club Futbolito hosts weekly soccer tournaments for youth to compete against other local soccer programs.

**Proposed Partnership**

The proposed three-year partnership will provide a safe practice space at City park facilities where at-risk youth can play and work on their soccer skills. The partnership will allow for both organizations to utilize key resources to maximize return on investment.

The proposal states that YSC will gradually expand Club Futbolito to the community in the City of San Fernando. The program will be operated by YSC, including program development, staffing, marketing, and securing funding. The City will provide YSC access to multiple City park facilities, including Recreation Park and Las Palmas Park (as needed) two-days a week from 3:00 p.m. to 6:00 p.m. These hours are desirable since the RCS Department does not offer any programming at that time and is also a key time to target at-risk youth. The City will also assist in marketing the program to residents of the City of San Fernando. In addition, YSC will actively apply for funding and/or fundraise to improve park facilities (refer to Attachment "A" for details).

**BUDGET IMPACT:**

There will be no budget impact to the FY 2015-2016 General Fund. All hard costs associated with the planning and implementation of the proposed sports programming has been budgeted and/or will be paid by YSC.

**CONCLUSION:**

City park and recreation programs have demonstrated measurable impacts on state and local economies. In addition, they can have important non-economic benefits that include physical health, mental health, and socialization. The proposed partnership will provide a safe practice space at City park facilities where at-risk youth can play and work on their soccer skills. In

**Consideration to Approve Partnership with Youth Speak Collective**Page 4 of 4

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addition, the partnership will provide both organizations an increased probability of receiving funding for improving park facilities. Therefore, City staff is recommending City Council to approve the partnership with Youth Speak Collective; and recommend to authorize the City Manager to execute a Non-Exclusive License Agreement (Attachment "A").

**ATTACHMENTS:**

- A. Contract No. 1795
- B. Recreation Sports Programs Proposal
- C. Youth Speak Collective Impact

**ATTACHMENT "A"**  
**CONTRACT NO. 1795**

**NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF CITY OF SAN FERNANDO  
PARKS AND FACILITIES BY YOUTH SPEAK COLLECTIVE**

THIS NON-EXCLUSIVE LICENSE AGREEMENT FOR USE OF RECREATION PARK, LAS PALMAS PARK, PIONEER PARK and/or LAYNE PARK (this "Agreement") is made and entered into as of September, 8<sup>th</sup> 2015, by and between the CITY OF SAN FERNANDO, a California municipal corporation ("the CITY"), and the YOUTH SPEAK COLLECTIVE, a non-profit organization ("YSC"), and with respect to the following:

**RECITALS:**

WHEREAS, the CITY and YSC have common goals to promote and provide adequate community recreation and education programs that contribute to the health and general welfare of the San Fernando community, and otherwise encourage the development of good citizenship and enhance the quality of life, of the residents of the CITY;

WHEREAS, YSC is a non-profit organization located within the City of San Fernando; and

WHEREAS, the CITY owns and operates multiple public park facilities, in the City of San Fernando (collectively, "Facilities"); and

WHEREAS, YSC desires to use the Facilities for recreational purposes, specifically, for workshops, practices and games for YSC Club Futbolito participants. Refer to Exhibit "A" for YSC Proposal; and

WHEREAS, YSC has requested the use of the multipurpose room and south-end grass area; and

WHEREAS, the CITY is willing to provide access to the requested Facilities, upon the terms, provisions and conditions hereinafter set forth; and

WHEREAS, the terms of this Agreement were approved by the Council of the City of San Fernando at its meeting of YSC as part of the conditions of approval for YSC's use of the Facilities.

**A G R E E M E N T:**

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY and YSC hereby agree as follows:

## **1. FACILITIES.**

1.1. Availability for Youth Speak Collective Club Futbolito Use. Except as otherwise provided herein, YSC shall have a non-exclusive license to use the Facilities for the purposes of conducting workshops, practices and games for a three-year period of time commencing on September 8, 2015.

1.2. The CITY shall provide YSC, on a non-exclusive basis, access to multipurpose rooms and grass areas at the Facilities for YSC sponsored workshops, practices, games, celebrations, or other mutually agreed upon times including but not limited to in Usage Hours of Operation while allowing the CITY to provide public access to nearby green space and programming without overlap. YSC's right of access and use to the Facilities shall be non-exclusive and shall at all times be subordinate and subject to CITY's ownership rights in the Facilities and the underlying real property where the Facilities are located.

1.4 YSC will adhere to all Facilities rules.

1.5 YSC will provide the CITY with workshop, practice and game schedule as soon as reasonably possible but in no event later than seven (15) days prior to opening day.

1.6 YSC shall ensure that the Facilities are properly maintained during requested use.

1.7 The CITY shall ensure that the Facilities is properly maintained daily.

1.8 Right of Entry. If YSC would like to perform any modifications and improvements to the Facilities, it may request a Right of Entry Permit ("ROE"). A ROE permit will be required if YSC desires to make any modifications and/or improvements to the Facilities. A ROE will require a license agreement between the CITY and YSC prior to commencement of any modifications and/or improvements to the Facilities. To initiate meetings regarding a ROE, please write a request in writing to the CITY of San Fernando and address the City Manager and copy Ismael Aguila, Recreation and Community Services Director.

## **2. LIABILITY & INDEMNIFICATION.**

2.1 YSC agrees to be financially responsible for all destruction of, damage to, or unnecessary abuse of the Facilities, grounds or equipment in any way arising out of the use or occupancy thereof by YSC.

2.2 YSC agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind an nature arising or growing out of or in any way connected with the

performance of this Agreement, caused by any act or omission of YSC, its agents, servants, employees, clients, guests or invitees, or because of or due to the mere existence of the Agreement between the parties.

2.3 Prior to the beginning of each season, YSC shall also require all of its players and staff to submit properly executed individual waivers containing similar indemnifications listed in 2.1 holding the CITY and its officials and employees harmless from any liability associated with their use of the Park or any CITY-owned practice facilities used by YSC. Refer to Exhibit "B" for sample of liability form.

2.4 The provisions of this Section, shall survive the expiration or termination of this Agreement, for a period of three years.

### **3. INSURANCE.**

3.1 Coverage. YSC shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the insurance listed below:

- A. YSC shall obtain and maintain, at its sole cost and expense, comprehensive public liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about the Facilities that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$ 2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$ 1,000,000) for property damage. Such coverage shall (a) name the CITY as an additional insured, (b) contain a provision that the policy will not be canceled without at least thirty (30) days prior notice to the CITY, (c) provide that coverage afforded thereby will be primary and that any coverage carried by the CITY shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against the CITY that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of the CITY.
- B. YSC agrees that if it does not keep the insurance required in this Agreement in full force and effect, the CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, after reasonable notice to YSC, the CITY may take out the necessary insurance and pay, at YSC's expense, the premium thereon.

3.2 Certificate. YSC shall supply the CITY with a Certificate of Insurance as a precondition to commencing any activities at the Facilities.

3.3 Waiver. YSC waives any and all rights of recovery against the CITY for loss of, or damage to, YSC's property or the property of others under YSC's control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. YSC shall, upon obtaining any policies of insurance

affecting the Facilities, give notice to the insurer that the foregoing mutual waiver of subrogation is contained in this Agreement.

4. **TERM OF AGREEMENT.** The term of this Agreement and the license rights sent forth herein shall commence September 8, 2015 and end September 7, 2018, unless earlier terminated in accordance with this Agreement.

5. **TERMINATION OF AGREEMENT.**

5.1 TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by providing thirty (30) days prior notice to the other party.

5.2 **TERMINATION WITH CAUSE; EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to adhere to any term or condition set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2(B) and 5.2(C) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. YSC shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of the CITY's issuance of a Default Notice for any failure of YSC to timely provide the CITY or CITY's employees or agents with copies of necessary permits or other documentation required under this Agreement. Prior to the expiration of the 3-day cure period, YSC may submit a written request for additional time to cure the Event of Default upon a showing that YSC has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, the CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(i) that exceeds three (3) calendar days from the end of the initial 3-day cure period; or



- ii. Within fourteen (14) calendar days of the CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, YSC may submit a written request for additional time to cure the Event of Default upon a showing that YSC has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, the CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.
- C. The CITY shall cure any Event of Default asserted by YSC within forty-five (45) calendar days of YSC's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, the CITY may submit a written request for additional time to cure the Event of Default upon a showing that the CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period.
- D. The CITY, in its sole and absolute discretion, may also immediately suspend YSC access and use of the Facilities under this Agreement pending YSC cure of any Event of Default by giving SOSC written notice of the CITY's intent to suspend YSC's access and use of the Facilities (hereinafter, a "Suspension Notice"). The CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, the CITY reserves the right to restrict YSC's access to portions of the facilities that YSC would otherwise be permitted to use under this Agreement, including the use of the concession stand.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The terms and conditions imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to the CITY at law or under this Agreement in the event of any breach of this Agreement, the CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to YSC, the CITY may immediately terminate this Agreement in whole or in part;

- ii. Upon written notice to YSC, the CITY may suspend or terminate YSC's access and use of a portion of the Facilities that the CITY has determined has not been used in compliance with the terms and conditions of this Agreement, for a period of time up to or including the remainder of the Term of this Agreement;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for YSC's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy. YSC shall be liable for all legal fees plus other costs and expenses that the CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- G. In the event that the CITY is in breach of this Agreement, YSC's sole remedy shall be the suspension or termination of this Agreement.

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

6. **NONDISCRIMINATION.** YSC shall not discriminate on the basis of race, color, sex, age, religion, national origin or any other basis prohibited by law in its use of the Facilities. A copy of YSC's non-discrimination policy will be provided prior to opening day.

## 7. **FEES AND CHARGES.**

### 7.1 **Fees.**

- A. For each YSC season, the CITY will waive all soft cost fees. YSC will report back the number of residents served during the season.
- B. YSC shall obtain and maintain, at its sole cost and expense a non-profit status as required by State and Federal law.
- C. YSC agrees to submit to the CITY a map showing the geographical area that comprises its district. The CITY shall provide, upon YSC's request, a current street map index in order to allow verification of the CITY residency.

- D. YSC will submit a report to the CITY by the end of each fiscal year containing the following information: the number of children registered, their ages, the number of teams, any special honors earned, special programs, camps or clinics held, the number of the CITY's residents registered, and the cost of registration.
- E. YSC shall compensate the City for any city staff they that may be required to assist with the implementation of the workshops, practices, and/or games that are not during normal Usage Hours of Operation.
- F. YSC shall conduct yearly fundraisers and/or apply for grants to secure funds for improving the Facilities.

8. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Should any claim or dispute arising out this agreement be governed solely by federal law, such claim or dispute should be brought in the Central District of California, located within the CITY and county of Los Angeles.

9. **NOTICE.** Any notice, request, direction, instruction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

Organization: Youth Speak Collective  
444 South Brand, Suite 201  
San Fernando, CA 90140

City: City of San Fernando  
117 Mcneil Street  
San Fernando, California 91340  
Attention: Ismael Aguila, RCS Director  
Telephone: (818) 898-1290  
email: iaguila@sfcity.org

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00

p.m. (local time where received) or on a non- business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.

10. **ATTORNEYS' FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to recover attorney's fees from the opposing party in any amount determined by the court to be reasonable.

11. **MISCELLANEOUS.**

11.1 Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the CITY and YSC agree that neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.

11.2 Severability. The CITY and YSC agree that the invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11.3 Entire Agreement. The CITY and YSC agree that this Agreement (together with the documents attached as Exhibits "A"- "B") constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**APPROVED AND ADOPTED** this 8<sup>th</sup> day of September, 2015.

**CITY OF SAN FERNANDO**

**YOUTH SPEAK COLLECTIVE**

---

Brian Saeki  
City Manager

---

Pablo Garcia-Hernandez  
Executive Director

**ATTEST:**

---

Elena G. Chávez  
City Clerk

**APPROVED AS TO FORM:**

---

Rick R. Olivarez  
City Attorney



July 20, 2015

The City of San Fernando  
 Department of Recreation and Community Services  
 505 S. Huntington St., San Fernando, CA 91340  
 Attention: Robert Gonzales

Youth Speak Collective  
 444 S. Brand Blvd., Suite 201  
 San Fernando, Los Angeles, CA 91340  
 Attention Alana Miller-Goodearl, Development  
 Tax ID: 27-0126980

#### Executive Board

Adriana Gomez  
 Aszkenazy Development Inc.

Alonso R. Arellano  
 Rocio's Mole de los Dioses

Antonio Plascencia Jr.  
 Los Angeles Unified School District

Ashley Noble  
 High School Student

Carlos Alvarado  
 US Bank

Gabriela Márquez  
 Congressman Tony Cardenas

Jennie Carey  
 Los Angeles Education Partnership

Michael D. Gattuso  
 Gattuso Financial Services

Monica Kaiser  
 Kaiser Group Inc.

Richard Ramos  
 Los Angeles Unified School District

Dear City of San Fernando Department of Recreation and Community Services,

On behalf of Youth Speak Collective (YSC), youth, staff and Board of Directors we would like to request a partnership with the Department of Recreation and Community Services in an effort to support our soccer program, Club Futbolito. We are seeking a safe practice space where youth can play and work on their soccer skills.

Club Futbolito is a no-cost afterschool soccer program offered by Youth Speak Collective. The athletic and leadership development program targets at-risk youth between the ages of 12 and 16 in the Northeast San Fernando Valley region. Combining athletics, life skills education, and civic service, Club Futbolito uses soccer as a hook to keep low-income, at-risk youth from engaging in potentially dangerous behavior. The goals of the program are to 1) help young athletes lead healthy, active lives, 2) provide them with a positive alternative to gang life, drug activity, premature sexual behavior and other risky behaviors, 3) improve youth community investment by helping youth build a sense belonging within their community through service learning and enrichment projects.

In order to meet our objectives we must create a safe space here youth can practice. This is why we are reaching out to The City of San Fernando Parks and Recreation to help us create this safe space by partnering with Youth Speak Collective and Club Futbolito.

We are seeking use of the Las Palmas Park, San Fernando Park and Pioneer Park for regularly scheduled games and practices to be held weekly.

On average, 30 youth dedicated to the game of soccer attend each practice. Players are also required to participate in a service project of their own choosing. Including a service component to Club Futbolito encourages players to think creatively about how to use sports to better their community. Students may conduct a charity walk, refurbish old fields, renovate gyms or parks, collaborate with other sports-related organizations such as Special Olympics, or referee at elementary school games. This unique spin on soccer keeps the players busy and active during those dangerous hours between 3:00 to 6:00 pm, when low-income children are often without supervision while parents work.

Our Services Learning Project requirements provide Parks and Recreation with an additional partnership opportunity where YSC and Club Futbolito can support Parks and Recreation by performing service-learning hours at the host field. Our academic component encourages our players to seek higher education in addition to athletic enhancement so that our youth not only

#### Headquarters

444 South Brand Blvd., Suite 201  
 San Fernando, CA 91340  
 Office 818.890.2928  
 Fax 818.361.1729

#### Organizing Office & Creative Tech Center

11243 Glenoaks Blvd., Suites 10 & 11  
 Pacoima, CA 91331  
 Office 818.890.8033  
 Fax 818.834.5186

#### Visit us!

[www.youthspeakcollective.org](http://www.youthspeakcollective.org)

All donations are tax deductible.  
 YSC Tax ID #27-0126980

increase wellness, but become well educated members of our community. It is a requirement for participation that our players maintain a passing high school GPA. YSC prides itself on having a 100% graduation rate among its youth, where 97% of these graduates attend post secondary education. Youth who are struggling in school are encouraged to seek academic support either through YSC or are provided additional resources within our community.

### **Program format**

#### **Scope**

The purpose of the YSC CF Soccer Program will be to encourage youth between the ages of 11-14 to join team-building recreational sports in order to address the health, social, academic and economic issues in the area. The program will be free to community members, with a focus on the residents of the city of San Fernando. The programs and teams will integrate boys and girls in the same games and practices to encourage the participation of the young women in the area. This program will be formatted for *Recreational Play*, so that it is inclusive to multiple levels of skill, from no beginners to advanced skill. The program will also include an academic component for supplemental higher learning that otherwise is not provided in a normal school environment. Making soccer the sport for interconnecting multiple disciplines in education helps synthesising learning and find applicability to real life experiences.

#### **Divisions**

The divisions will be broken down by age brackets, U-14 and U-12. Youth born between 2002-2003 would be placed in U-14; youth born between 2004-2005 would be placed in U-12. Youth playing in the U-12 division can play up to U-14, if they demonstrate an advanced level of skill and with an approval of the YSC Program Manager. However, youth playing U-14 can not play down to U-12 division. In this order, the format for *Recreational Play* is maintained to balance team skill levels, observe and track skill progress amongst individual participants, and avoid outstanding competitiveness that discourages participation.

#### **Teams and Park Sites**

The games and practices would be hosted at Recreation Park, Las Palmas Park and Pioneer Park. Regularly scheduled practices will be held twice a week and host 2-3 teams from the U-12 and U-14 divisions per park on weekday afternoons. Regularly scheduled games will be hosted at the 3 parks on Saturday mornings and in rotation, depending on team's hosting and visitor status. Because of the size of Recreation Park, two teams can be hosted at the site, totaling to 3 sites and 4 teams.

#### **Site Staff format for Practice Sites & Responsibilities**

1 - Lead Coach per Team

- Will be a YSC-trained Staff Member
- Reports to Program Manager
- Attended regular and monthly meeting and staff trainings
- Plan Training Objectives based on US Soccer curriculum
- Leads practices for the U-12 and U-14 teams at site
- Leads the team strategies during games for the U-12 and U-14 teams
- Coordinate intern, parents and volunteers
- Maintain administrative work, registration forms, and sign-up sheets
- 

1 Assistant Coach, College Level

- Basic training by YSC
- Report to Lead Coach and Program Manager
- Lead academic workshop
- Attend monthly meetings
- Support training objectives based on US Soccer curriculum

- 2 - Parent-Volunteer Assistant Coaches per team
- Report to Lead Coach
- Support in training objectives
- Assist in organizing parents

**Practice Session Format**

*2:30 hour program time, 3 hour total run time*

:30 minutes - Field and class set-up

:30 minutes - Classroom Academic workshop

:15 minutes - Warm Up

:15 minutes - Small - Sided activity

:30 minutes - Expanded Activity

:45 minutes - Game

:15 minutes - Breakdown/Debriefs

There will be a U-12 and a U-14 team at each site. Each team will have 10-15 registered youth. Each site will have 20-30 youth per site for practices. Practices for each division will be held twice a week.

Practices will require a minimum of 50-70 yards of square footage of open field to conduct practices.

**Academics**

Being able to host an alternative space for academics is important in that it demonstrates education's applicability with real-life environments or experiential learning. Using soccer as the sport to teach academics outside of the traditional classroom setting validates a culturally relevant and multi-generational sport to the fields studied in post-secondary schools of higher education. Health and nutrition, environmental science, body science and kinesiology, history and social studies, math and physics, communications, linguistics and language can all find pertinence in the sport, as well as be synthesised for youth to learn at an early age. Introducing these academic subjects to this population would further entice the participants to value new information, consider career path options, find their own relationship with their community, and apply and practice healthy habits in their daily lives.

The practice sessions will be utilizing the first :30 minutes to meet and discuss subjects before beginning any physical activity in order to help the retention of academic subject. During these session, youth will also learn about civic service opportunities offered by the city of San Fernando, Youth Speak Collective and other partner organizations.

**Participant Requirements**

Youth, parents and guardians will be asked to commit to only play in their team assigned upon registration. Players can not play in a different team, play in multiple teams, or play in a different league, while in season. Committing parents to this rule will help with the retention of participants of the program. More details on this matter can be outlined in a further plan.

**Teams and Game format**

During game days, there will be 4 teams using the same site. There will be 20-60 youth at during a game day. Two teams from one division will play one game, then a second game from the next division will follow.



## Example

Location	Teams	Division	Time
Las Palmas	<i>Las Palmas v Recreation Park 1</i>	U12	9:40 am
Las Palmas	<i>Las Palmas v Recreation Park</i>	U14	11:00 am
Recreation Park	<i>Recreation Park 2 v Pioneer Park</i>	U12	9:40 am
Recreation Park	<i>Recreation Park 2 v Pioneer Park</i>	U14	11:00 am

Games will be formatted for 7v7 matches. This means, 7 players from each team can play at a time. 6 players on the outfields and 1 goalkeeper per team. Players are allowed to be of either gender. Additional players on the sidelines will be able to be substituted in during the games, as per the game rules in accordance with FIFA.

The 7v7 format requires a field that is 60-70 yards in length and 35-45 yards in width, compared the the 11v11 format that is nearly double at 110 yards by 70yards. The shorter field allows for more ball touches, which help players with beginner skill levels develop and progress. The goal post are 6x11 feet or 6x12 feet, significantly shorter the the 8x24 feet used in the 11v11 format.

The 7v7 format also runs on with 25 minute halves, averaging out each game to be 1 hour of scheduled time, with a 5 minute break to separate the two halves.

No slide tackles allowed in this format. Any dangerous plays will be judged by a referee. Only players registered to the teams playing can participate in the games.

All other game rules, unless specified, will be in accordance with FIFA, international governing body of soccer.

### Seasons and Tournament Outline

The year plan will be set up between a Fall Season, Winter Cup, Spring Season, and Summer All-Star games and invitational activities.

The *Fall Season* will be hosted between the months of August to November. August will be used for pre-season recruitment and outreach, sign-ups and enrollments. The month of September will be used for hosting practices and skill building. Mid-September, October and November will be months set for season play, which include the playoffs and end the season before Thanksgiving break. This season will take place within a 7-8 week time frame.

The *Winter Cup*, will be a day long event held before the Christmas break. The teams will be able to practice 2 weeks before this tournament. The month of December also allows for outside teams to participate in the invitational tournament.

The *Spring Season* will be hosted between the months of February to May. Similarly to the Fall Season, February will be used for pre-season recruitment and outreach, sign-ups and enrollments. The month of March will be used for hosting practices and skill building. Mid-March, April and May will be months set for season play, which include the playoffs and end the season before Summer break. This season will take place within a 7-8 week time frame.

The *Summer All-Star games* and invitational activities would include an All-Star Summer Cup tournament where 4 teams made up of the most skilled players from the previous seasons are invited to play. This tournament will

be held at one site. There will be an opportunity to prepare the teams in June to play the scheduled tournament in July.

There will also be an opportunity for the other players that have participated over the past seasons to join the *Summer Soccer Camp* held at another site where they can build their skills in-time for the Fall season. This camp could take place in the month of July and allow of other incentives to be offered to the summer participants.

### **Season Play**

A minimum of 6 games per season can be played before the playoffs, or final placement rounds. For each team this would include 3 home games and 3 visitor games, and would encourage the use of 2 parks to host games simultaneously. A 7th scheduled game would determine a team's Final placement for the season.

### **Tournament Play**

Tournament play will be played with the teams organized during the seasons. Tournament play also allows for outside teams, local schools, community organizations and partners that work with youth to participate in a one day event by entering a team to compete. The format can be flexible to accommodate the amount participation, and include a placement rounds.

### **Cost**

Club Futbolito is a no-cost program provided to youth in our community free of charge. Club Futbolito is funded 100% by charitable contributions. YSC relies heavily on grant making to fund its programming. Currently about 80% of its funding comes from Foundation grants.

Our proposal is to offer the same free-of-charge soccer programming to the community of San Fernando though the Department of Recreation and Community Services We intend to operate under the city's current recreation umbrella.

We would expect of the city use of the parks and community centers, marketing of our program and the upkeep of the facilities as already conducted by the city. We would expect that those costs remain absorbed by the city. In exchange, we will continue to offer our programming at the city's facilities free to residents. We also request that the city assign a point person, representing the city, that will act as a facility liaison in order to communicate concerns and troubleshoot problems before they compromise the program and/or relationship with the city. Our goal will be to maintain communication and a positive working relationship.

We also ask the city to partner with us to seek additional funding to support programming. This will include collaboration on different grant making efforts such as federal, state and local revenue possibilities. It is the expectation that together we would level our relationship to secure funding to sustain and expand our programming.

### **Memo of Understanding**

We request a three-year agreement discussed in a formal Memo of Understanding. Within this agreement together in collaboration, we will outline plans for sustainability and expansion of programs, including the possibility to expand to a fourth site. We request that evaluation standards analyzing the success of the program be determine together and in partnership and will be formally outlined in the MOU.

We look forward to building this meaningful relationship. If you have any questions you may contact Freddy Tapia, Club Futbolito Manager or Alana Miller-Goodearl, Development Manager.

Sincerely,

Pablo Garcia-Hernandez  
Executive Director

Alana Miller-Goodearl, MBA  
Development

Freddy Tapia  
Program Manager, Club Futbolito

**EXHIBIT "B"****Liability Sample****City of San Fernando****Release, Waiver of Liability, Assumption of Risk and  
Hold Harmless Indemnification Agreement  
(Please Read Carefully Before Signing)**

In consideration my participation with Special Olympics Southern California ("SOSC"), I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of San Fernando as a result of my participation in SOSC. This release is intended to discharge the City of San Fernando, its officers, officials, employees, and volunteers from and against any and all liability arising out of or connected in any way with my participation in SOSC, even though that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I further understand that accidents and injuries can arise out of participation with SOSC; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to indemnify and holds harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me, or my heirs or assigns, for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

---

Participant's Signature

---

Date

---

Participant's Printed Name**FOR MINORS (UNDER 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent or legal guardian, have legal responsibility for this participant. I have read and understand the significance of this **RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND HOLD HARMLESS INDEMNIFICATION AGREEMENT** and do consent and agree to all of its provisions.

---

Parent/Legal Guardians Signature

---

Date

---

Parent/Legal Guardians Printed Name

**ATTACHMENT “B”**

**Recreation and Community Services Department  
Recreation Sports Programs Proposal**

**Year One (FY 2015-2016)**

This year will focus on completing a thorough needs assessment on RCS park facilities and implementing key recreation sport programs. Below are the 6-components of Year One.

- A. Parks Master Plan (PMP): A PMP will allow for the RCS Department to plan for the future by developing a comprehensive vision for specific park facilities in context with their location, natural resources, and visions of the community residents. The vision will be a framework for park use and development over a 20 to 30 year time period. This framework will allow the RCS Department to provide a variety of recreational opportunities in an environmentally sound and sensitive manner.
- B. Youth basketball program: Historically this has been the most successful RCS youth sports program, providing two seasonal programs that targets approximately 200 - 400 children (ages 5-17). RCS staff is working on enhancing the program by completing the development of the program operation manual. In addition, RCS staff have been in communication with several organizations to assist with the enhancement and implementation of the program.
- C. Previously successful core programs: Based on RCS staff findings, it is recommended to reintroduce previously successful core programs like adult softball and volleyball. It is estimated that these programs will target between 100-200 adults per year.
- D. New sport programs: RCS staff will strategically incorporate new and exciting programs to diversify recreation offerings that include adult/youth tennis and youth futsal.
- E. Special Population Programming: RCS staff is currently in the final phase of securing a non-exclusive license agreement that allows the Special Olympics of Southern California to provide recreation programming for children/adults with special needs in the City of San Fernando.
- F. Quality Assurance (QA): This will allow RCS staff to systematically monitor and evaluate various aspects of recreation sport programs/service to ensure that standards of quality are met. This will be done by conducting annual surveys to participants

<b>Projected Recreation Sports Programs for FY 2015-2016</b>			
<b>Type of Sport</b>	<b>Registration Dates</b>	<b>Season</b>	<b>Indoor/Outdoor</b>
Summer Youth Basketball	April – July	July – Sept	Indoor gyms
Fall Adult Co-Ed Softball	July – September	Oct – Nov	Outdoor fields
Fall Adult Co-Ed Volleyball	July – September	Oct – Dec	Indoor gyms
Winter Youth Basketball	November – January	Jan – March	Indoors gyms
Youth Futsal	March – May	May – July	Indoor gyms
Tennis (youth/adult)	Year Round	Year Round	Outdoor Courts
Special Population (youth/adult)	Year Round	Year Round	In and Outdoor

**Year Two (FY 2016-2017)**

Year Two will be primarily comprised of the following:

- Complete and report key findings of the Parks Master Plan (PMP) and the Recreation Sports Quality Assurance Program (QA) to the City Executive Team, Parks, Wellness, and Recreation Commission, and City Council.
- RCS staff will identify areas where adjustments and changes can be implemented to make

improvements based on the key findings of the PMP and QA.

- Identify potential funding/resources required to implement the recommended action plan from the PMP and QA.

### **Sport Program Details**

#### **Youth Basketball (2 seasons)**

Summer and Winter Youth Basketball seasons have been successful for many years. With minor changes to the delivery of this program we expect to target 100 - 200 youth ages 5-17.

Expenditures		Revenues	
Expense	Cost	Source	Amount
Administration	\$7,500	Player Fees: \$75-\$95/youth (150 youth)	\$12,000
Referee fees	\$3,000		
Trophies/jerseys	\$2,050		
Equipment	\$500		
<b>TOTAL</b>	<b>\$13,050</b>	<b>TOTAL</b>	<b>\$12,000</b>

*Projected Cost:* \$87/youth

*Budget Impact:* Although there is a net loss of \$2,100 (\$1,050/season), this is an annual recreation sports program that has been and will be budgeted in FY 2015-2016.

#### **Adult Volleyball (2 seasons)**

The Adult Volleyball has been one of the most fiscally sustainable City adult sport programs. In 2012, the program consisted of ten teams and did not impact the General Fund. The program was limited only by the gym space and time available. Below is a projection of the revenues and expenditures for the spring season.

Expenditures		Revenues	
Expense	Cost	Source	Amount
Administration	\$2,000	Player Fees (80 participants) (10 teams @ \$300/team)	\$3,000
Referee fees	\$900		
Trophies	\$200		
New equipment (1 time expense)	\$1,500		
<b>TOTAL</b>	<b>\$4,600</b>	<b>TOTAL</b>	<b>\$3,000</b>

*Projected Cost:* YR 1: \$57/adult; YR 2: \$38/adult

*Budget Impact:* FY 2015-2016: -\$1,800 to General Fund; FY 2016-2017: -\$1,200 to General Fund

#### **Youth Futsal (1 season)**

Youth Futsal is one of the fastest growing municipal sports in California. Futsal is a smaller version of soccer usually played inside gym facilities. There is minimal equipment to purchase and local schools have recently operated the program within our facilities. There is a captured audience to target, thus making it an easy transition into a City program. The program will target 150-200 kids and operate at both Recreation Park and LP Park. Futsal will require the purchase of equipment such as goals, balls and uniforms.

Expenditures		Revenues	
Expense	Cost	Source	Amount
Administration	\$4,000	Player Fees: \$75-\$95/youth	\$8,000

Referee fees	\$3,000	(100 youth)	
Trophies/jerseys	\$2,050		
Equipment	\$3,000		
<b>TOTAL</b>	<b>\$12,050</b>	<b>TOTAL</b>	<b>\$8,000</b>

*Projected Cost:* YR 1: \$120/youth (based on 100 participants); YR 2: \$91/youth

*Budget Impact:* FY 2015-2016: -\$4,050 to General Fund; FY 2016-2017: -\$1,050 to General Fund

### **Adult Co-Ed Softball (1 Season)**

In years past, the City has run both men adult softball and co-ed leagues. In an effort to reach the most residents in year one of Adult Programming revival, we will bring back this co-ed program. City staff will need to coordinate with local little leagues to ensure safe usage of field facilities.

Expenditures		Revenues	
Expense	Cost	Source	Amount
Administration	\$3,000	Player Fees (100 participants) (10 teams @ \$400/team)	\$4,000
Umpire fees	\$2,000		
Trophies	\$200		
New equipment (1 time expense)	\$2,000		
<b>TOTAL</b>	<b>\$7,200</b>	<b>TOTAL</b>	<b>\$4,000</b>

*Projected Cost:* YR 1: \$72/adult; YR 2: \$52/adult

*Budget Impact:* FY 2015-2016: -\$3,200 to General Fund; FY 2016-2017: -\$1,200 to General Fund

### **Adult/Youth Tennis (Year Round)**

Neighborhood tennis is a program that will operate independent of the City in conjunction with the United State Tennis Association (USTA). This organization will offer programming at Pioneer Park on our existing courts. They will target residents of all ages and skill level. The courts in their current condition will need repairs in order to get this program up and running. New nets, surface repair, fencing repair as well as lighting are the immediate repairs needed. While this will get us up and running, the courts themselves are in need of new paint. But that can be completed at a later time. The basic equipment and minor repairs will cost roughly \$2,500. Complete repairs are estimated to be approximately \$15,000. The operational costs of the program will be absorbed by the USTA.

*Projected Cost:* YR 1: \$5,000; YR 2: \$2,500

*Budget Impact:* TBD

### **Special Population Programming**

RCS staff have been in negotiations with the Special Olympics of Southern California to operate free recreation sports programs in the City of San Fernando. The projected programming shall include 2-4 of the options below:

Spring / Summer (February – June)

- Track
- Bocce Ball

- Basketball
- Young Athlete Program

Winter / Fall (August – December)

- Soccer
- Softball
- Volleyball
- Tennis
- Young Athlete Program

**Projected Cost:** \$2,400/year

**Budget Impact:** FY 2015-2016: -\$2,400 to General Fund; FY 2016-2017: -\$2,400 to General Fund

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### **Program Development and Marketing**

It will be necessary to hire appropriate staff to assist the Recreation Supervisor to implement the proposed plan for recreation sports programming. This will involve the recruitment of Recreation Leaders I, II, and III.

Proposed budget impact for year 1: \$6,240

Proposed budget impact for year 3: Not to exceed \$4,160

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### **Total Budget Impact:**

#### **Year One (FY 2015-2016)**

- Program implementation: \$18,550
  - Program development/marketing: \$6,240
  - PMP: \$35,000
- TOTAL: \$59,790

#### **Year Two (FY 2016-2017): \$18,550**

- Program implementation: \$10,450
  - Program development/marketing: \$4,160
- TOTAL: \$14,610



**ATTACHMENT “C”****Youth Speak Collective Impact**

Youth Speak Collective programs have an incredible impact on the young people they serve, their families, and their community. Every year our team is determined to strengthen, evaluate and create a deeper impact for our programs in our community. The statistics below are from some of our past program evaluations.

**EDUCATIONAL GAINS**

- 90% of students ages 11 to 19 enrolled in afterschool programs reporting raising their scholastic achievement.
- 87% of students reported raising their grades in one or more class.
- 75% reported feeling more confident in their academic performance.
- The 2 public high schools in and around Pacoima have a dropout rate of 51%.
- In comparison, 95% of Youth Speak seniors complete their high school requirements and graduate with their class.

**COMMUNITY IMPACT**

- More than 3,000 hours of community service have been contributed to community projects by Youth Speak students and their families.
- Through Project Youth Green, 4 square acres of public land has been cultivated into a community garden.
- In 2009, LA84 Foundation and Nike built a new Futsal court for Futbolito Pacoima valued at \$250,000.
- In 2006, Youth Speak students and volunteers developed Proyecto Kawazoe a Japanese styled drought tolerant pocket park in Pacoima.
- In 2009, the Creative Tech Center was developed with key funding from the Pacoima Neighborhood Council.
- Since 2010, our Visual Arts students have created nine murals in the community and hosted seven art shows.
- Opening in 2013, YSC along with partners the Los Angeles Neighborhood Land Trust, Pacoima Beautiful and the City of Los Angeles will open another pocket park and mural located near San Fernando High School

**PERSONAL ADVANCEMENT**

- Youth Speak has provided jobs and internship opportunities to over 100 students since 2010.
- 56% of students participating in our programs report that Youth Speak had a direct impact in their finding a job out of high school.
- 78% of students reported having higher self-esteem and self-confidence after participating in a Youth Speak program.

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## AGENDA REPORT

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**To:** Mayor Joel Fajardo and Councilmembers

**From:** Councilmember Jaime Soto

**Date:** September 8, 2015

**Subject:** Appointment to the Planning and Preservation Commission

**RECOMMENDATION:**

I recommend that David Bernal be appointed as my representative to the Planning and Preservation Commission.

**BUDGET IMPACT:**

None

**ATTACHMENT:**

A. D. Bernal - Biography

**ATTACHMENT “A”****DAVID BERNAL**

My name is David Bernal. I am a married father of one son and a homeowner here in the City of San Fernando. I have been a resident of San Fernando since I married my wife, Christina in July of 1994, while I was serving in The US Marine Corps.

We purchased our home at 702 4th St in August of 1999. In the process of looking for a home, we looked at a lot of different areas of the San Fernando Valley, including, Granada Hills, Northridge, and Studio City.

We decided on San Fernando because of the small town feel of the city. I feel as if everyone knows everyone here. It's a very friendly place to live. There are a number of small businesses here, which my wife and I can appreciate. It's very different from living in the other cities in LA County. Police response times are immensely faster here than other areas in the San Fernando Valley and I've always felt that there is a REAL sense of community here that you do not get in other areas. Mostly because of the low turnover we have in San Fernando. People move here and see the same charm as I did 16 years ago when I bought my house and decided that we do not want to leave.

My vision of San Fernando going forward is to make it a “destination” city with diverse restaurants, shopping, movie theaters and art galleries while maintaining its small-town feel and look. I believe we are very close to making San Fernando a family-friendly city that is rich in culture and history that people will want to visit over and over again. I want to thank the city staff for allowing me the opportunity to serve the city that I call home.



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## AGENDA REPORT

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**To:** Mayor Fajardo and City Councilmembers

**From:** Brian Saeki, City Manager

**Date:** September 8, 2015

**Subject:** Discussion Pertaining to El Super Markets' Boycott and a Resolution in Support of the Workers, Fair Wages, and Productive Work Environment

### **RECOMMENDATION:**

It is recommended that the City Council provide staff with direction related to the El Super Markets' boycott and preparation of a resolution in support of the workers, fair wages, and productive work environment.

### **BACKGROUND:**

1. In December 2014, the unions and El Super markets' employees called for a boycott of El Super in protest of El Super's refusal to provide their members with a fair contract.
2. In April 2015, Councilmember Gonzales spoke with City Manager Brian Saeki regarding agendizing this for a future City Council meeting.
3. In June 2015, Councilmember Gonzales discussed this with both Mayor Fajardo and City Manager Saeki and recommended a City Council resolution be prepared in support of El Super workers, fair wages, and productive work environment.
4. In August 2015, Mayor Fajardo recommended supporting the boycott by prohibiting the City from accepting donations from El Super markets until the boycott is resolved.
5. On September 1, 2015, Councilmember Gonzales and Mayor Fajardo agreed to place this item on the agenda for City Council discussion and consideration.

### **ANALYSIS/CONCLUSION:**

El Super employs low-wage and predominantly Latino workers. The workers at the union stores were covered under a contract with El Super that expired on September 27, 2013. For over a year, the unions and the worker bargaining team have sought to bargain to improve the

**Discussion Pertaining to El Super Markets' Boycott and a Resolution in Support of the Workers, Fair Wages, and Productive Work Environment**Page 2 of 2

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working conditions, adequate paid sick leave, seniority rights, guaranteed 40-hour workweeks for full-time employees, and a fair wage.

El Super's "last, best, and final" offer provides for less paid sick leave than is currently mandated by California state law; and, on December 12, 2014, El Super workers voted to return to the bargaining table which El Super rejected.

A San Fernando City Council resolution would support the call for a consumer boycott of El Super markets and call upon El Super to return to the bargaining table and enter into an agreement that creates good jobs that provide living wages, adequate paid sick leave, seniority protections, and enough guaranteed hours so full-time workers can earn enough to support their families.

**BUDGET IMPACT:**

None