



*Mayor Antonio Lopez • Mayor Pro Tem Sylvia Ballin
Councilmember Jesse H. Avila • Councilmember Joel Fajardo • Councilmember Robert C. Gonzales
Interim City Manager Fred Ramirez*

SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE & AGENDA

JANUARY 6, 2014 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

Mayor Antonio Lopez

PRESENTATION

- a) CALIFORNIA CENTER FOR PUBLIC HEALTH ADVOCACY PRESENTATION – 2013 GUARDIAN OF HEALTH AWARD TO ISMAEL AGUILA

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments in order to provide a full opportunity to every person who desires to address the City Council.

CONSENT CALENDAR

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

1) REQUEST TO APPROVE MINUTES OF:

- a) **AUGUST 6, 2012 – REGULAR MEETING**
b) **SEPTEMBER 13, 2012 – SPECIAL MEETING**
c) **OCTOBER 1, 2012 – REGULAR MEETING**



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- d) NOVEMBER 18, 2013 – SPECIAL MEETING**
- e) NOVEMBER 18, 2013 – REGULAR MEETING**
- f) DECEMBER 2, 2013 – SPECIAL MEETING**
- g) DECEMBER 2, 2013 – REGULAR MEETING**
- h) DECEMBER 6, 2013 – SPECIAL MEETING**

2) REQUEST TO APPROVE WARRANT REGISTER NO'S 13-021 AND 14-011

3) CONSIDERATION TO APPROVE A NOTICE OF COMPLETION FOR THE VIRTUAL PATROL SYSTEMS AT PARK FACILITIES

Recommend that the City Council:

- a. Accept the job as performed by Advanced Electronics, Inc. and consider the work complete; and
- b. Authorize the Interim City Manager to sign and the City Clerk to file the Notice of Completion with the Office of the Registrar-Recorder/County Clerk.

4) ADOPTION OF ORDINANCE NO. 1630 REPEALING ORDINANCE NO. 1617 WHICH AMENDED THE MUNICIPAL CODE BY ADDING A NEW DIVISION 3 – RULES OF DECORUM FOR MEETINGS

Recommend that the City Council waive full reading of Ordinance No. 1630 and adopt by title only, "An Ordinance of the City of San Fernando, California, Repealing Ordinance No. 1617 Amending the San Fernando Municipal Code by Adding a New Division 3 – Rules of Decorum for Meetings to Chapter 2 and Amending Section 1-10 (General Penalty; Infraction)".

5) CONSIDERATION TO EXTEND THE AGREEMENT WITH HALL & FOREMAN, INC. FOR COMPLETION OF THE SANITARY SEWER MASTER PLAN

Recommend that the City Council:

- a. Extend the Agreement for Professional Services with Hall & Foreman, Inc. (Contract No. 1722) for completion of the Sanitary Sewer Master Plan; and
- b. Authorize the Interim City Manager to execute Contract No. 1722 (a) for Professional Services.



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NEW BUSINESS

6) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING SUBMITTAL OF A PROPOSAL FOR LOS ANGELES UNIFIED SCHOOL DISTRICT BEYOND THE BELL BRANCH AFTER-SCHOOL PROGRAM FUNDS

Recommend that the City Council:

- a. Adopt Resolution No. 7578 authorizing the City's submittal of a proposal for Los Angeles Unified School District (LAUSD) Beyond the Bell Branch After-School Program funds; and
- b. Authorize the Interim City Manager to allocate City staff to prepare and submit a proposal seeking funding from LAUSD's Beyond the Bell Branch After-School Program funds for the provision of after-school programs at schools in the City of San Fernando.

7) CONSIDERATION OF TRAFFIC MODIFICATION REQUEST FROM VISTA DEL VALLE DUAL LANGUAGE ACADEMY (LOS ANGELES UNIFIED SCHOOL DISTRICT)

Recommend that the City Council consider the recommendation of the Transportation and Safety Commission to remove the restricted parking red curb on that portion on the north side of Eighth Street from Macneil Street to Newton Street subject to the conditions of approval.

CONTINUED BUSINESS

8) CONSIDERATION OF ADOPTION OF BUDGET RESOLUTION FOR CITY WATERSHED MANAGEMENT PLAN

Recommend that the City Council adopt Resolution No. 7576 amending the Fiscal Year 2013-2014 City budget to appropriate \$17,215 from Fund 70, Water Fund balance to cover the cost of participating in the Upper Los Angeles River Enhanced Watershed Management Plan Group and associated professional services provided by City-consultant, Willdan Engineering.

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION



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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, City Clerk

Signed and Posted: January 2, 2014 (12:00 p.m.)

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

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 6, 2012 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Brenda Esqueda called the meeting to order at 6:15 p.m.

Present:

Council: Mayor Brenda Esqueda, Mayor Pro Tem Antonio Lopez, Councilmembers Maribel De La Torre and Sylvia Ballin

Staff: City Administrator Al Hernández, City Attorney Maribel S. Medina, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Esqueda

APPROVAL OF AGENDA

Councilmember Ballin motioned to approve the agenda and move up Item No.s 8 and 9 due to the numerous audience members waiting to hear discussion regarding those items.

The motion was seconded by Mayor Pro Tem Lopez to approve the agenda as amended and carried by the following vote:

AYES: Ballin, Lopez, Esqueda – 3
NOES: De La Torre – 1
ABSENT: None

PUBLIC STATEMENTS – WRITTEN/ORAL

Charles Leone, SEIU Local 721, said they are not oblivious to challenges the City is facing but asked Council to not make rash decisions.

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Daniel Cortez, Recreation and Community Services employee, talked about the different programs offered at the parks and asked Council to take into consideration what will be affected.

Dale Warren, Public Works employee, said they used to have a 10-man crew and now only have five.

Miguel Martinez, Public Works employee, asked Council to think about how long they can go without lights, water, and sewer before they consider layoffs.

Mauricio Vinan, event promoter, talked about his proposed Tacofest event in the Mall, said he just received notice that the fees to hold the event have increased, and asked if he could pay last year's fees.

Irwin Rosenberg (San Fernando Police Officers' Association President) talked about their concerns regarding layoffs and furloughs and current safety issues going on in the City.

John Arroyo (resident) said he would like Old Glory flying throughout the City and asked for a letter from the Mayor requesting that Walmart donate U.S. flags.

Cristina Coria, State Assemblymember Felipe Fuentes' office, spoke in support of a "No Outdoor Smoking Initiative".

Renato Lira (resident) said that only two Councilmembers are employed and he talked about the on-going drama in the City.

Linda Campanella-Jauron (resident) said it was the 45th anniversary of the signing of the Voting Rights Act and is glad to live in a place where no one is impeded.

Robert Ortega (resident) said the City has been in the news way too much and certain Councilmembers should think about the damage they are causing their families.

Ralph Perez (resident) said what needs to happen is "repentance".

Margie Carranza said that residents are completely against the recall.

Samuel Beltran (resident) offered sympathy to Mayor Esqueda regarding the loss of her mother and he talked about the cost of a recall election.

Patty Lopez (resident) said she is not running for City Council and her only agenda is that people stop playing dirty games.

Carolina Perez (resident) said that Councilmembers have to earn respect, there needs to be order in the Council Chambers, and said that the residents have gone through a lot.

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Louis Lopez said he is a retired administrator for LAUSD and is running for San Fernando City Council. His comments were cut short by City Attorney Medina who said that he could not use the podium for politicking.

Mario Hernández (former Mayor/Councilmember) asked Councilmembers Ballin and Lopez what they've accomplished since they've been on the City Council.

CONSENT CALENDAR

Motion by Councilmember De La Torre, seconded by Mayor Pro Tem Lopez, to approve the Consent Calendar Items:

- 1) APPROVAL OF MINUTES OF JULY 16, 2012 – REGULAR MEETING
- 2) APPROVAL OF WARRANT REGISTER NO 12-081

By consensus, the motion carried.

At this time, Mayor Esqueda briefly stepped away and returned.

CITY COUNCIL ITEMS

- 8) REQUEST FOR BUDGET UPDATE

City Administrator Hernandez presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember De La Torre, seconded by Mayor Esqueda, to accept and file the report and that staff provide a monthly budget update. By consensus, the motion carried.

- 9) EMPLOYEE FURLOUGHS

City Administrator Hernandez reported that the City is roughly \$1 million in the red, gave an update regarding the possibility of furloughs, and said there have been no salary cuts but employees have begun to pay into their retirement.

In response to Mayor Esqueda's response for his input, Charles Leone (SEIU Local 721) said they would prefer that this budget presentation not be aired publicly at a City Council meeting (both Mayor Esqueda and Councilmember De La Torre agreed).

City Attorney Medina clarified that the budget process is absolutely a public process and must be done during a public setting (open dialogue). She stated that this was not a bargaining session;

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Council is merely discussing different options as a way to balance the budget but will not give staff direction at this time (ramifications would be discussed in a Closed Session).

Discussion ensued regarding possible furloughs, layoffs, salary cuts, employee concessions, and possible bankruptcy if nothing is done very soon.

No formal action was taken.

PUBLIC HEARING**3) ADOPTION OF AN ORDINANCE ESTABLISHING A WATER CONSERVATION AND BUILDING SAFETY PROGRAM**

Mayor Esqueda declared the Public Hearing open.

City Planner Fred Ramirez presented the staff report.

Mayor Esqueda called for public testimony. There being no comments, she closed the public comment portion of the Hearing.

City Planner Ramirez pointed out a minor amendment in Section 18-198; “Building Department” should be corrected to read “Building Official”.

Motion by Councilmember De La Torre, seconded by Mayor Pro Tem Lopez, to introduce for first reading, in title only, and waive further reading of “An Ordinance of the City of San Fernando Adopting a Water Conservation and Building Safety Program and Amending the San Fernando City Code”, and to include the amendment as suggested by City Planner Ramirez. By consensus, the motion carried.

4) REGIONAL CONGESTION MANAGEMENT PROGRAM (CMP) SELF-CERTIFICATION ANDS ADOPTION OF THE CITY’S 2012 CMP LOCAL DEVELOPMENT REPORT (LDR)

City Planner Ramirez presented the staff report.

Mayor Esqueda declared the Public Hearing open and called for public testimony.

John Arroyo said it was difficult for buses to go around vehicles on Maclay Avenue and suggested that the islands be removed.

There being no further comments, Mayor Esqueda closed the public comment portion of the Hearing.

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Motion by Mayor Pro Tem Lopez, seconded by Councilmember Ballin, to adopt a Resolution certifying that the City of San Fernando is in conformance with the CMP for Los Angeles County, and adopting the City's 2012 CMP LDR for the reporting period from June 1, 2011 to May 31, 2012. By consensus, the motion carried.

5) **ADOPTION F AN ORDINANCE REGULATING SMOKING IN OUTDOOR PLACES**

City Planner Ramirez presented the staff report.

Mayor Esqueda declared the Public Hearing open and called for public testimony.

Robert Ortega said it's better for people to smoke outdoors versus indoors.

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Esther Schiller spoke in favor of the Ordinance and said her organization has been working hard so that outdoor public areas become non-smoking.

Helen Arriola, Northeast Valley Health Corporation, said she represents a private non-profit health center and spoke in favor of the Ordinance.

(Male speaker – did not state name) said that San Fernando has been a leader in tobacco control since 2001 and he provided L.A. County statistics on tobacco-related illnesses and deaths.

Ruben Rodriguez, Pueblo y Salud, agreed that the City has been in the forefront of this issue and hopes the City continues on that path.

There being no further comments, Mayor Esqueda closed the public comment portion of the Hearing.

Motion by Mayor Pro Tem Lopez, seconded by Councilmember Ballin, to:

- a. Introduce for first reading, in title only, and waive further reading of "An Ordinance of the City of San Fernando Amending the San Fernando City Code to Add Chapter 23, Regarding the Regulation of Smoking in Outdoor Places"; and
- b. Direct staff to provide for notice of a Public Hearing on the adoption of proposed Ordinance at the City Council's August 20, 2012, meeting.

By consensus, the motion carried.

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- 6) MAKING AN ELECTION WITH RESPECT TO HOUSING ASSETS AND FUNCTIONS OF THE FORMER REDEVELOPMENT AGENCY AND RESCINDING CITY COUNCIL RESOLUTION NO. 7470

City Planner Ramirez presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember De La Torre, seconded by Mayor Pro Tem Lopez, to adopt a Resolution electing to retain the housing assets and functions previously performed by the San Fernando Redevelopment Agency, and accepting the transfer of all of the rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the former San Fernando Redevelopment Agency and rescinding City Council Resolution No. 7470. By consensus, the motion carried.

CONTINUED BUSINESS

Mayor Esqueda stepped away at this time.

- 7) ADOPTION OF AN ORDINANCE AUTHORIZING AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

Personnel Manager Michael Okafor presented the staff report.

Motion by Councilmember De La Torre, seconded by Councilmember Ballin, to:

- a. Adopt an Ordinance (second reading), titled: "An Ordinance Authorizing amendment to the Contract Between the City Council of the city of San Fernando and the Board of Administration of the California Public Employees' Retirement System";
- b. Authorize the Mayor to execute the Amendment to the Contract between the Board of Administration of the CalPERS and the City Council of the city of San Fernando; and
- c. Authorize the City Clerk to execute the Certification of Final Action of Governing Body.

By consensus, the motion carried.

CITY COUNCIL ITEMS (CONTINUED)

- 10) APPOINTMENT TO EDUCATION COMMISSION

SAN FERNANDO CITY COUNCIL**MINUTES – August 6, 2012****Page 7**

Motion by Mayor Pro Tem Lopez, seconded by Councilmember Ballin, to appoint Yvonne Mejia as his representative to the Education Commission. By consensus, the motion carried.

Mayor Esqueda returned at this time.

In response to comments made earlier by a speaker and Councilmembers' desire to add an item to this agenda, City Attorney Medina stated that the City Council may add the item (that came to their attention after the agenda was posted and will require action before their next meeting) by two-thirds vote.

Motion by Councilmember Ballin, seconded by Mayor Pro Tem Lopez, to add an item to the agenda regarding modifying and/or waiving fees pertaining to the carnival taking place this upcoming weekend. The motion carried with the following vote:

AYES: Ballin, Lopez, De La Torre, Esqueda – 4

NOES: None

11) MODIFY AND/OR WAIVE FEES FOR UPCOMING CARNIVAL

Carnival promoter Mauricio Vinan said that last year's parking stall fees were \$5 and now they've increased to \$10. He asked if the fees could be waived or if he could pay last year's price.

Motion by Mayor Esqueda, seconded by Councilmember Ballin, to approve the fees charged last year (\$5 per parking stall).

Councilmember De La Torre's friendly amendment (that the City co-sponsor the event) was not accepted by Mayor Esqueda.

The above motion carried with the following vote:

AYES: Esqueda, Ballin, Lopez – 3

NOES: De La Torre – 1

STANDING COMMITTEE UPDATES

No. 1 Budget, Personnel, and Finance (BPF)

No updates.

No. 2 Housing, Community & Economic Development and Parking (HCEP)

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Councilmember De La Torre – no updates.

No. 3 Natural Resources, Infrastructure, Water, Energy and Waste Management (NRIW)

Councilmember Ballin – no updates.

No. 4 Public Safety, Veteran Affairs, Technology and Transportation (PVTT)

Mayor Pro Tem Lopez – no updates.

No. 5 Education, Parks, Arts, Health and Aging (EPAH)

Mayor Esqueda – no updates.

GENERAL COUNCIL COMMENTS

Councilmember De La Torre said she does not appreciate comments that were made about her family; she has been an upstanding Councilmember and takes her job seriously.

Mayor Esqueda said there was a press conference at JC Penney's in which she (the Mayor) was not invited to and if people cared about the City, they would stop calling the media. She also said that she was part of the "first" recall and sees the truth as to what was going on.

City Attorney Medina reminded Mayor Esqueda to be careful and not discuss the pros and cons of the recall during the City Council meeting.

STAFF COMMUNICATIONS

None

RECESS TO CLOSED SESSION (9:43 P.M.)

By consensus, Councilmembers recessed to the following Closed Session, thereafter to adjourn.

- A) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
G.C. 54957
- B) CONFERENCE WITH LABOR NEGOTIATOR
G.C. 54957.6

City Negotiator: City Administrator Al Hernandez
Employee Organizations: San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)

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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' Association (SEIU Local 721)

C) PUBLIC EMPLOYEE APPOINTMENT
G.C. 54957

Title: Labor and Employment Attorney

D) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
G.C. 54956.9(a)

Name of Case: Larry Barnard v. City of San Fernando
WCAB Case No.: ADJ6645565
Claim No. 20090002SFE & 20080021SFE

No reportable action on any of the above Closed Session items.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 6, 2012 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**SEPTEMBER 13, 2012 – 6:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Brenda Esqueda called the meeting to order at 6:16 p.m.

Present:

Council: Mayor Brenda Esqueda, Mayor Pro Tem Antonio Lopez, and Councilmembers Maribel De La Torre, and Sylvia Ballin

Staff: City Administrator Al Hernández, Assistant City Attorney Nancy Park, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Lopez

APPROVAL OF AGENDA

Motion by Councilmember De La Torre, seconded by Mayor Pro Tem Lopez, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Fred Olivas suggested making cuts to the City Administrator salary and also shared that he was bothered by a female Police Officer observed sitting in a police car for a long period of time talking on her cell phone.

Maria Rodriguez said she is very satisfied with the job that employees do working with the seniors at Las Palmas Park.

Charles Leone, SEIU Local 721, said the union is concerned about layoffs and asked that the City Council take a look at contract employees that have been hired.

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SPECIAL MEETING MINUTES – September 13, 2012
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Danny Cortez, Vice President SFPEA, said that layoffs are unfair and that the City Council should look at alternate solutions.

Irwin Rosenberg (San Fernando Police Officers' Association President) talked about attempts to reduce the Police Department and concerns that they are down to 28 officers.

Patty Lopez (resident) is concerned about cuts to the Police Department and said it was time to look for other resources.

Linda Campanella-Jauron (resident) talked about certain Councilmembers pitting employees (bargaining units) against each other and said that is the oldest trick in the book.

Benita Rivera said she appreciates all City workers and expects Councilmembers to work for the community and not for themselves.

Jesse H. Avila (resident) said that he is concerned about Council making decisions that are unfair and inequitable.

Renato Lira said that the City Council needs to focus on the real issues, work together as a team, and listen to employees and residents.

City Clerk Chávez read a letter from Reva Gilmore, ENP Food Service Manager, who spoke in support of the Las Palmas Park employees.

OLD BUSINESS

1) FISCAL YEAR 2012-13 CITY BUDGET AND STAFF REDUCTIONS

City Administrator Hernández presented the agenda report and replied to questions from Councilmembers.

Discussion ensued and City Administrator Hernández stated that negotiations have continued but we have waited too long and need to act immediately. He said that the five positions considered for layoffs will not cover the entire budget shortfall and further discussions must continue.

RECESS (7:14 P.M.)

By consensus, Councilmembers recessed to the following Closed Session:

A) CONFERENCE WITH LABOR NEGOTIATOR G.C. 54957.6

City Negotiator: City Administrator Al Hernández

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Employee Organizations: 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' Association (SEIU, Local 721)

RECONVENE (8:27 P.M.)

Assistant City Attorney Nancy Park announced that there was no reportable action from the Closed Session.

OLD BUSINESS (CONTINUED)

2) FISCAL YEAR 2012-13 CITY BUDGET AND STAFF REDUCTIONS

Motion by Mayor Pro Tem Lopez, seconded by Councilmember De La Torre, to approve the layoffs of five positions to help balance the Fiscal Year (FY) 2012-13 City Budget. The motion carried with the following vote:

AYES: Lopez, De La Torre, Esqueda – 3
NOES: Ballin – 1

Councilmember De La Torre added that laying off five employees will not fill the \$1.5 million gap and City Administrator Hernández was also instructed to go back and continue to meet with the union bargaining groups.

ADJOURNMENT (8:30 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of September 13, 2012 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**OCTOBER 1, 2012 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Brenda Esqueda called the meeting to order at 6:13 p.m.

Present:

Council: Mayor Brenda Esqueda, Mayor Pro Tem Antonio Lopez, and Councilmembers Maribel De La Torre, and Sylvia Ballin

Staff: City Administrator Al Hernández, City Attorney Maribel S. Medina, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Esqueda

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Sam Cordova requested the City Council's endorsement to convert Los Angeles Mission College to a four-year university.

Benita Rivera talked about the Senior Citizen Board, the nutrition program at Las Palmas Park, and does not want to see any cuts in the programs or employees.

Vicki Mojica talked about the refuse contract and clarified comments that were made about her.

Fred Olivas said that two Councilmembers will be voted out at the next election.

Guactemec Torres gave his opinion regarding furloughs and layoffs.

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Robert Ortega reminded everyone to go out and vote in November.

John Arroyo talked about buying homes in San Fernando and the cost of water going up.

Leslie Aisenman said he moved out of the City two years ago and everyone in Texas knows about what is going on in San Fernando (an on-going reality show on the nightly news).

Charles Leone, SEIU Local 721, said he is new to the City, is disappointed that his membership has been pitted against each other, and asked that Council not vote on any layoffs.

Sam Beltran talked about Federal laws against discrimination and believes that Councilmembers Esqueda, De La Torre, and (former Councilmember) Hernández were all discriminated against.

Julian Ruelas said there is a lack of diligence and attention and we need good leadership now more than ever.

CONSENT CALENDAR

Motion by Mayor Pro Tem Lopez, seconded by Councilmember Ballin, to approve the Consent Calendar Items:

- 1) APPROVAL OF MINUTES OF SEPTEMBER 4, 2012 – REGULAR MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 12-101
- 3) RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AND EXECUTE A MASTER AGREEMENT AND ALL PROGRAM SUPPLEMENT AGREEMENTS
- 4) ADOPTION OF THREE RESOLUTIONS REQUIRED FOR THE MARCH 5, 2013 GENERAL MUNICIPAL ELECTION

By consensus, the motion carried.

NEW BUSINESS

- 5) ORDINANCE AMENDING ARTICLE II (CABLE COMMUNICATIONS FRANCHISING) OF CHAPTER 86 (TELECOMMUNICATIONS) OF THE SAN FERNANDO CITY CODE IN ACCORDANCE WITH THE DIGITAL INFRASTRUCTURE AND VIDEO COMPETITION ACT OF 2006

City Administrator Hernández presented the staff report.

SAN FERNANDO CITY COUNCIL**MINUTES – October 1, 2012****Page 3**

Mayor Esqueda declared the Public Hearing open.

David Hernández talked about the lack of public access stations for the City of Los Angeles and hopes that San Fernando will set the standard by adopting this Ordinance.

Richard Arroyo, Mission Hills, asked for clarification regarding what is being recommended.

There being no further comments, Mayor Esqueda closed the public comment portion of the Hearing.

Discussion ensued and staff members replied to questions from Councilmembers.

Motion by Mayor Pro Tem Lopez, seconded by Councilmember Ballin, to introduce for first reading, in title only, and waive further reading of “An Ordinance of the City of San Fernando Amending Article II (Cable Communications Franchising) of Chapter 86 (Telecommunications) of the San Fernando City Code, in accordance with the Digital Infrastructure and Video Competition Act of 2006”. By consensus, the motion carried.

CONTINUED BUSINESS

Mayor Esqueda announced that the following item would be deferred until after the Closed Session.

6) FISCAL YEAR 2012-13 CITY BUDGET AND STAFF REDUCTIONS

CITY COUNCIL ITEMS

7) REQUEST FOR BUDGET UPDATE INCLUDING OUTSTANDING DEBTS

City Administrator Hernández gave an update regarding various issues/matters and invoices that were outstanding.

Discussion ensued regarding deferred and delayed payments, postponed projects, and long-term debts such as those to the California Housing Authority (\$912,000), Section 108 Loan (\$1.2 million), Las Palmas Park Loan (\$966,000), and other loans scheduled on the Recognized Obligation Payment Schedule (ROPS).

Mayor Esqueda inquired why did the City claim to have “reserves” for several years and why weren’t those loans paid back at that time.

No formal action was taken.

SAN FERNANDO CITY COUNCIL**MINUTES – October 1, 2012****Page 4****8) REPORT BY THE CITY TREASURER**

City Treasurer Margarita Solis provided a brief report regarding the functions, roles, and responsibilities of the City Treasurer and City Treasurer's Office. Councilmembers thanked her for the update.

9) INFORMATION TECHNOLOGY REQUEST FOR PROPOSAL (IT RFP) UPDATE

City Administrator Hernández gave an update. He reported that the RFPs were reviewed, two final firms selected, and this item would be brought back to Council at the next meeting.

No formal action was taken.

RECESS TO CLOSED SESSION (8:03 P.M.)

By consensus, Councilmembers recessed to the following Closed Session:

A) CONFERENCE WITH LABOR NEGOTIATOR G.C. 54957.6

City Negotiator: City Administrator Al Hernandez
Employee Organizations: 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)

**B) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
G.C. 54956.9(b)**

(1 case)

RECONVENE (8:52 P.M.)

Mayor Esqueda said there was no reportable action. She stated that Item No. 6 would be tabled because she, Mayor Pro Tem Lopez, and City Administrator Hernández, would be meeting with the negotiating teams to discuss what must be done.

SAN FERNANDO CITY COUNCIL**MINUTES – October 1, 2012****Page 5****STANDING COMMITTEE UPDATES**

No. 1 Budget, Personnel and Finance (BPF)

Councilmember De La Torre – City Administrator Hernández stated he would set up a meeting.

No. 2 Housing, Community & Economic Development and Parking (HCEP)

Councilmember Ballin – no updates.

No. 3 Natural Resources, Infrastructure, Water, Energy and Waste Management (NRIW)

Councilmember Ballin – no updates.

No. 4 Public Safety, Veteran Affairs, Technology and Transportation (PVTT)

Mayor Pro Tem Lopez – A brief update was provided by Public Works Director Ron Ruiz.

No. 5 Education, Parks, Arts, Health and Aging (EPAH)

Mayor Esqueda – A brief update was provided by Recreation and Community Services Operations Manager Ismael Aguila.

GENERAL COUNCIL COMMENTS

Councilmember Ballin stated she will be out of town and would not be attending the next Council meeting. She invited everyone to an upcoming reception for the new president of California State University, Northridge and Los Angeles Mission College.

Mayor Esqueda thanked everyone for attending the meeting.

STAFF COMMUNICATION

Recreation and Community Services Operations Manager Aguila invited everyone to the ribbon-cutting ceremony at Las Palmas Park on October 3, 2012.

Public Works Director Ron Ruiz announced there would be a special Transportation and Safety Commission meeting to discuss parking issues in the downtown mall area.

SAN FERNANDO CITY COUNCIL**MINUTES – October 1, 2012****Page 6****ADJOURNMENT (8:57 P.M.)**

Motion by Councilmember Ballin to adjourn the meeting (there was no second). By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of October 1, 2012 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 18, 2013 – 5:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 5:02 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin, and Councilmembers Jesse H. Avila, Joel Fajardo and Robert C. Gonzales

Staff: Interim City Manager Don Penman, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to move up the Closed Session and approve the agenda as amended. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

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

By consensus, Councilmembers recessed to the following Closed Session:

- A) PUBLIC EMPLOYMENT (EMPLOYEE RECRUITMENT) G.C. §54957(b)(1)
Title of Position Under Consideration: City Manager

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – November 18, 2013**

Page 2

**B) CONFERENCE WITH LABOR NEGOTIATOR REGARDING UNREPRESENTED
EMPLOYEE §G.C. 54957.6(a)**

City's Designated Representatives: Bob Murray and Mayor Antonio Lopez

Title of Position Subject to Negotiation: City Manager

RECONVENE/REPORT OUT FROM CLOSED SESSION (5:38 P.M.)

City Attorney Olivarez reported that the City Council received a briefing from Bob Murray on Items A and B, direction was given to Mr. Murray, but no final action was taken.

STUDY SESSION

1) CITY COUNCIL PROCEDURAL MANUAL– REVIEW

Interim City Manager Penman presented the staff report and replied to questions from Councilmembers

By consensus, City Council concurred to repeal Ordinance No. 1617 regarding establishing rules of decorum for meetings, bring back the City Council Procedural Manual with Councilmember Fajardo's suggested changes (which he will provide staff) for final approval by the City Council.

RECESS TO CLOSED SESSION (5:38 P.M.)

By consensus, Councilmembers again recessed to the following Closed Session:

**C) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION §G.C.
54956.9(d)(1)**

City of San Fernando et al. v. Wendy L. Watanabe, in her official capacity as the Auditor-Controller of the County of Los Angeles et al., Superior Court of Sacramento
Case No. 34-2013-80001550

No reportable action.

ADJOURNMENT (5:48 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 18, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**NOVEMBER 18, 2013 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 6:03 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin, and Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Manager Don Penman, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

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

At this time, Mayor Lopez explained that Item No. 5 would be moved up after Item No. 7 and that Public Statements for the item would be heard at that time as well.

PUBLIC STATEMENTS – WRITTEN/ORAL

Theale Haupt said that anyone using City facilities should expect to pay all costs (including those related to the impact and use) and he stated that he does not agree with the City spending money on iPads for the City Council and staff.

Tom Ross, Downtown Mall Association President, invited everyone to food truck night on Thursday (it's their one-year anniversary).

SAN FERNANDO CITY COUNCIL**MINUTES – November 18, 2013****Page 2**

John Arroyo congratulated those who completed the CERT training, complained about skateboarders, and said that people should be encouraged to buy property in San Fernando.

CONSENT CALENDAR

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Gonzales, to approve the following Consent Calendar Items:

- 1) APPROVAL OF MINUTES OF:
 - a) OCTOBER 21, 2013 – REGULAR MEETING
 - b) OCTOBER 30, 2013 – SPECIAL MEETING
 - c) NOVEMBER 4, 2013 – SPECIAL MEETING
 - d) NOVEMBER 4, 2013 – REGULAR MEETING
- 2) APPROVAL OF WARRANT REGISTER NO. 13-112
- 3) NOTICE OF COMPLETION FOR WATER MAINS INSTALLATION PROJECT
- 4) CONSIDERATION TO ADOPT RESOLUTION NO. 7571 FOR A TITLE VI PLAN FOR THE CITY

By consensus, the motion carried.

NEW BUSINESS

- 6) CONSIDERATION TO ADOPT RESOLUTION NO. 7573 APPROVING A FACILITY FEE WAIVER POLICY

Recreation and Community Services Operations Manager Ismael Aguila presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Ballin, to adopt Resolution No. 7573 establishing procedures for processing fee waivers for city-owned facilities with the provision that the fee waiver shall not exceed \$3,000 (combined) without further City Council approval per fiscal year. By consensus, the motion carried.

- 7) CONSIDERATION TO APPROVE CONTRACT NO 1730 FOR AS-NEEDED PROFESSIONAL SERVICES WITH WILLDAN ENGINEERING

Interim Public Works Director Robert Dickey presented the staff report and replied to questions from Councilmembers.

SAN FERNANDO CITY COUNCIL**MINUTES – November 18, 2013****Page 3**

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to:

- a. Accept the proposal for As-Needed Professional Services from Willdan Engineering;
and
- b. Authorize the Interim City Manager to execute Contract No. 1730 with Willdan Engineering.

By consensus, the motion carried.

CONTINUED BUSINESS**8) UPDATE REGARDING FISCAL YEAR 2014-2014 CITY PRIORITIES**

Interim City Manager Penman presented the staff report. Each Councilmember and department staff members presented their updated priorities.

No formal action was taken. Interim City Manager Penman stated that the list would be revised based on comments and, during the mid-year budget process, this would again be presented to the City Council for an update.

NEW BUSINESS (CONTINUED)**5) CONSIDERATION OF AWARD OF FRANCHISE FOR RESIDENTIAL AND COMMERCIAL REFUSE, RECYCLABLE MATERIALS, AND ORGANIC WASTE COLLECTION SERVICES**

Mayor Lopez announced that he wanted to address allegations that have been made. He said that he was recently at an event where he was seated at a table with representatives from Crown Disposal Co., Inc., and at a recent conference he was seated at a table with representatives from Consolidated Disposal Services. He stated that at neither event did they speak about the trash contract. He also stated that after the RFP was issued, he received a call from a representative from Crown Disposal Co., Inc. requesting that he meet with the owner but he told them he could not talk about the issue. Again, he wanted to clarify that he was never lobbied, but due to public perception and out of the abundance of caution, he would recuse himself from voting on this item.

Councilmember Gonzales said he wanted to comment on the same issue. He was also approached by a representative from Crown Disposal Co., Inc. requesting that he meet with the owner but Councilmember Gonzales did not accept the invitation. He said he has been to numerous public events and fundraisers that both companies were part of and/or hosted. Due to public perception, he would also recuse himself from voting on this item.

At this time, both Mayor Lopez and Councilmember Gonzales exited the Council Chambers.

SAN FERNANDO CITY COUNCIL**MINUTES – November 18, 2013****Page 4**

Mayor Pro Tem Ballin opened Public Comments regarding this item.

Ken Phillips, Sr. Vice President for the Valley Economic Alliance, spoke in favor of Consolidated Disposal Services and stated they are a corporate leader and consistently give back to the community.

Hector Martinez spoke in favor of Crown Disposal Co., Inc. and said they have been doing a great service for the community

Jose Siordia said he has never had issues dealing with Crown Disposal Co., Inc. (at both his residence and business), appreciated that they have kept their fees down, and believes that they have proven and maintained who they are.

Howard Barmazel, Northridge, has had a business in the City for 37 years and is very happy with Crown's response time and rates.

Walt Dragaloski, business owner, said that Crown Disposal Co., Inc. has been doing a fantastic job for 10 years.

Tom Ross, San Fernando Downtown Association, said the relationship they have built with Crown Disposal Co., Inc. over the years is valuable. He appreciates the process and is very pleased with what the City has done moving things in the right direction. Crown does a lot with local businesses in town (they are one of his clients) and appreciates their commitment to local organizations.

Rene Gaudet, 7th grade teacher at Santa Rosa School, said that for the last 11 years, Crown Disposal Co., Inc. has provided excellent service and provide other services such as Wi-Fi structure throughout the campus, recycling education for the students, and are a major sponsors at school fund raisers. The school requests that the Council award the waste disposal services contract to Crown Disposal Co., Inc.

Terri Shelton, commercial property landlord, said that he ran a business in the City for 10 years and spoke in favor of keeping Crown Disposal Co., Inc.

Ramiro Estrada (San Fernando Realty) also spoke in favor of Crown Disposal Co., Inc. and stated that they have been dedicated to serving, supporting, and giving back to the community. He also congratulated City Council for the work they are doing and stated it's a big difference between now and the past.

Scott Sheppard, Sales Manager for Consolidated Disposal Services, talked about their successful education program for residential and commercial customers and how they will assist businesses to maximize their recycling potential.

SAN FERNANDO CITY COUNCIL**MINUTES – November 18, 2013****Page 5**

Mayor Pro Tem Ballin asked that each hauler representative give a three-minute presentation. Both James Pledger (Consolidated Disposal Services General Manager) and Tim Fry (Crown Disposal Co., Inc. General Manager) provided information regarding their respective company.

There being no further public comments, Mayor Pro Tem Ballin closed the Public Comment portion of the meeting.

Mark Alpers, R3 Consulting Group, Inc., gave a presentation that included information on the evaluation methodology and how they weighed the various evaluation criteria.

Discussion ensued and staff, City Attorney Olivarez, Mr. Alpers, and hauler representatives replied to various questions from Councilmembers.

Motion by Councilmember Avila, seconded by Mayor Pro Tem Ballin, to award the Franchise for Residential and Commercial Refuse, Recyclable Materials, and Organic Waste Collection Services to Consolidated Disposal Services.

At this time, City Attorney Olivarez, pointed out Section 3.20 of the RFP which states that if the City Council is inclined to award a collection services agreement, the award will be made based on "...the proposal which best fulfills the requirements and provides the best value to the City and its residents and businesses." He asked Councilmember Avila whether his decision (and motion) was based on this criteria and Councilmember Avila confirmed that it was.

Councilmember Avila continued with his motion to also authorize the Interim City Manager to prepare the Franchise Contract for City Council consideration at their regular meeting of December 2, 2013.

The motion carried with the following roll call vote:

AYES:	Avila, Ballin – 2
NOES:	Fajardo – 1
RECUSE:	Lopez, Gonzales – 2

At this time, both Mayor Lopez and Councilmember Gonzales returned to the Council Chambers.

City Attorney Olivarez said he wanted to make it clear that the action taken was to award the Franchise Contract to Consolidated Disposal Services. It is not the final action because a contract still needs to be negotiated. He stated that when the agreement comes before the City Council at their next meeting, it will require three affirmative votes (they are not required now because Council is not considering an ordinance, resolution, or expenditure of public funds).

SAN FERNANDO CITY COUNCIL**MINUTES – November 18, 2013****Page 6****GENERAL COUNCIL COMMENTS**

Councilmember Avila believes that the Council should be more involved in crafting proposals or at reviewing the proposals. He said he is very impressed with staff and looks forward to collaboration with contractors.

Councilmember Gonzales thanked staff for their work and Interim City Manager Penman for placing the item on the agenda (Priorities List) that allowed the public an opportunity to hear the many great projects going on and that everything is moving forward.

Both Councilmember Fajardo and Mayor Pro Tem Ballin also thanked everyone for staying.

STAFF COMMUNICATION

Interim City Manager Penman reminded everyone that there will be no second meeting in December (as stated in the City Council Procedural Manual) but suggested conducting the regular meeting on January 6, 2014 and not going “dark” because there is much going on at this time.

In response to Mayor Lopez’ suggestion that he say a few words, L.A. City Fire Battalion Chief Wade White said it is an honor to be part of this community and plans to attend more Council meetings.

ADJOURNMENT (9:50 P.M.)

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

I do hereby certify that the foregoing is a true and correct copy of the minutes of November 18, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**DECEMBER 2, 2013 – 4:30 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 4:36 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin, and Councilmembers Jesse H. Avila, Joel Fajardo and Robert C. Gonzales (arrived at 5:20 p.m.)

Staff: Interim City Manager Don Penman, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Ballin, to move up Item No. 2 and approve the agenda as amended. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

STUDY SESSION

2) EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR PROJECT - METRO

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – December 2, 2013**

Page 2

Los Angeles County Metropolitan Transportation Authority (MTA) representatives provided an overview and update regarding the East San Fernando Valley Transit Corridor Project and replied to questions from Councilmembers. The next steps are continue preparation of the Draft Environmental Studies (EIS/EIR) and Conceptual Engineering and community update in early 2014.

No formal action was taken.

RECESS TO CLOSED SESSION (5:16 P.M.)

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

- A) PUBLIC EMPLOYMENT (EMPLOYEE RECRUITMENT) G.C. §54957(b)(1)
Title of Position Under Consideration: City Manager
- B) CONFERENCE WITH LABOR NEGOTIATOR REGARDING UNREPRESENTED EMPLOYEE §G.C. 54957.6(a)
City's Designated Representatives: Bob Murray and Mayor Antonio Lopez
Title of Position Subject to Negotiation: City Manager
- C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)
Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive, City of San Fernando (APNs 2613-001-900, 2613-001-901, 2613-001-902, 2613-001-903, 2613-001-904, 2613-001-905 and 2613-004-900)
Agency Negotiators: Interim City Manager Don Penman and Community Development Director Fred Ramirez, Lead Negotiators
Negotiating Parties: Mission Community Hospital and Deanco Healthcare, LLC
Under Negotiation: Price and Terms of Proposed Lease Assignment, Price and Terms of Landlord Waiver, and Price and Terms of Second Lease Amendment
- D) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)
Property: 732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive, City of San Fernando (APNs 2613-001-900, 2613-001-901, 2613-001-902, 2613-001-903, 2613-001-904, 2613-001-905 and 2613-004-900)
Agency Negotiators: Interim City Manager Don Penman and Community Development Director Fred Ramirez, Lead Negotiators
Negotiating Parties: Deanco Healthcare, LLC
Under Negotiation: Price and Terms of Sale of Said Property

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – December 2, 2013**

Page 3

- E) CONFERENCE WITH REAL PROPERTY NEGOTIATOR (G.C. §54956.8)
Property: 1211 First Street, City of San Fernando (APN 2520-024-902)
Agency Negotiator: Interim City Manager Don Penman and Community Development Director, Fred Ramirez, Lead Negotiators
Negotiating Parties: David Dardashty
Under Negotiation: Price and Terms of Sale of Said Property

RECONVENE/REPORT OUT FROM CLOSED SESSION (5:33 P.M.)

City Attorney Olivarez reported that staff provided a briefing to the City Council on Items A through E but no final action was taken on any item. Councilmember Gonzales arrived at 5:20 p.m. and did not hear Items A and B but did hear Items C, D, and E.

STUDY SESSION (CONTINUED)

1) VEHICLE TOWING AND STORAGE SERVICES CONTRACT

Interim Chief of Police Robert Parks and Interim Police Lieutenant Nichole Hanchett provided background information and an update regarding the City's Vehicle Towing and Storage Services Contract. They replied to various questions and concerns from Councilmembers.

By consensus, staff was directed to re-agendize for a Study Session (before January 6, 2014). City Council would like to review and approve the Request for Proposals (RFP) for the City's Vehicle Towing and Storage Services Contract before the RFP goes out in early January 2014.

ADJOURNMENT (6:06 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of December 2, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**DECEMBER 2, 2013 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Antonio Lopez called the meeting to order at 6:15 p.m.

Present:

Council: Mayor Antonio Lopez, Mayor Pro Tem Sylvia Ballin, and Councilmembers Jesse H. Avila, Joel Fajardo, and Robert C. Gonzales

Staff: Interim City Manager Don Penman, City Attorney Rick R. Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Mayor Lopez

PRESENTATION

The following introductions were made:

a) INTRODUCTION OF POLICE PERSONNEL

- Interim Lieutenant Nichole Hanchett
- Police Sergeant William Bailey
- Police Sergeant Alvaro Martinez
- Desk Officer Genesis Rueda
- Desk Officer Javier Ruvalcaba
- Desk Officer Anel Maldonado
- Junior Cadet Anthony Rodriguez
- Junior Cadet Nestor Garcia
- Junior Cadet Jesus Robles

APPROVAL OF AGENDA

SAN FERNANDO CITY COUNCIL**MINUTES – December 2, 2013****Page 2**

Interim City Manager Penman requested to pull agenda Item No. 8 and continue the item to a date uncertain at this time (a special meeting will be called).

Motion by Councilmember Fajardo, seconded Councilmember Avila, to approve the agenda as amended. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Steve Kapuscinski said his towing company is in the City and will be interested in submitting a bid. He said they have the necessary equipment to cover all City vehicles and has towed for the highway patrol for several years.

John Blue gave a Beatles book, as a “birthday present”, to Interim Police Chief Bob Parks and asked that he share it with police staff and jail inmates.

Charles Leone, SEIU Local 721, said it was good to know Interim City Manager Penman (is looking forward to working with the next City Manager), it would mean the world to employees if they don’t have to use a partial social security number for the time clocks, said he loved the Council and wished them happy holidays.

Linda Campanella-Jauron said happy holidays to all, thanked the City Council, City Treasurer, and Interim City Manager Penman for restoring integrity and raising the City’s image.

Brenda Esqueda talked about the presentation that was made earlier and prior comments she said that were made to her by the Interim Police Chief regarding the same individuals acknowledged.

Susan Lopez, Young Champions Gym, talked about their success and thanked City Council and staff for their support.

Gloria Mosquera, owner of Young Champions Gym, said it was an honor to work with the City but stated there were traffic issues/concerns near her business.

CONSENT CALENDAR

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to approve the following Consent Calendar Items:

- 1) REQUEST TO APPROVE WARRANT REGISTER NO. 13-121
- 2) CONSIDERATION TO APPROVE AN AGREEMENT FOR SPECIAL SERVICES (CONTRACT NO. 1732) WITH LIEBERT CASSIDY WHITMORE

SAN FERNANDO CITY COUNCIL**MINUTES – December 2, 2013****Page 3**

- 3) CONSIDERATION TO ADOPT RESOLUTION NO. 7574 FOR THE ACCEPTANCE AND EXECUTION OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM LOCAL SOLICITATION
- 4) CONSIDERATION TO AWARD CONTRACT NO. 1728 TO FS CONSTRUCTION FOR SIGN INSTALLATION PROJECT

By consensus, the motion carried.

At this time Councilmember Fajardo requested to bump up Item No. 12 on the agenda. By consensus, Councilmembers agreed.

CITY COUNCIL ITEMS

- 12) APPOINTMENT TO THE EDUCATION COMMISSION

Motion by Councilmember Fajardo, seconded by Mayor Pro Tem Ballin, to appoint Brenda Montes to the Education Commission. By consensus, the motion carried.

NEW BUSINESS

- 5) CONSIDERATION TO AUTHORIZE PURSUIT OF AN AGREEMENT WITH THE CITY OF LOS ANGELES UPPER LOS ANGELES RIVER ENHANCED WATERSHED MANAGEMENT PLAN GROUP

Interim Public Works Director Bob Dickey presented the staff report and replied to questions from Councilmembers.

Motion by Mayor Pro Tem Ballin, seconded by Councilmember Avila, to:

- a. Authorize the Interim City Manager and Interim Public Works Director to pursue an agreement with the City of Los Angeles' led Upper Los Angeles River Enhanced Watershed Management Plan Group;
- b. Accept the terms of the Memorandum of Understanding (MOU) between 17 Public Agencies Regarding the Administration and Cost Sharing for the Development of an Enhanced Watershed Management Plan and Coordinated Integrated Monitoring Plan for Upper Los Angeles River Watershed;
- c. Authorize the City Manager to execute an MOU with the City of Los Angeles to join with the 17 Public Agencies, upon final approval of the MOU by the City Attorney; and

SAN FERNANDO CITY COUNCIL**MINUTES – December 2, 2013****Page 4**

- d. Authorize staff to prepare an amendment to the Stormwater Ordinance to incorporate Low Impact Development criteria and a Green Street program.

By consensus, the motion carried.

6) **CONSIDERATION TO AWARD CONTRACT NO. 1729 TO ENVIROGEN TECHNOLOGIES, INC. FOR MAINTENANCE, REPAIR, AND EXTENDED WARRANTIES WATER SERVICES AGREEMENT**

Interim Public Works Director Dickey presented the staff report and replied to questions from Councilmembers.

Motion by Councilmember Fajardo, seconded by Councilmember Avila, to:

- a. Approve the Maintenance, Repair, and Warranties Water Services Agreement (Contract No. 1729) with Envirogen Technologies, Inc. to provide operation and oversight of the nitrate removal system installed at 12900 Dronfield Avenue, Sylmar (Well 4 Site); and
- b. Authorize the Interim City Manager to execute Contract No. 1729 with Envirogen for operation and oversight of the nitrate removal system. Operation of the nitrate removal system is expected to commence in April 2014.

By consensus, the motion carried.

7) **CONSIDERATION OF APPOINTMENT OF INTERIM CITY MANAGER**

Interim City Manager Penman presented the staff report.

Motion by Mayor Lopez, seconded by Councilmember Gonzales, to appoint Fred Ramirez as Interim City Manager with a five percent pay increase until the City Council hires a permanent City Manager. By consensus, the motion carried.

CONTINUED BUSINESS

8) **CONSIDERATION TO AWARD FRANCHISE CONTRACT NO. 1731 TO CONSOLIDATED DISPOSAL SERVICE, LLC FOR RESIDENTIAL AND COMMERCIAL REFUSE, RECYCLABLE MATERIALS, AND ORGANIC WASTE COLLECTION SERVICES**

This item was pulled under Approval of Agenda.

9) **CONSIDERATION TO ADOPT RESOLUTION NO. 7577 APPROPRIATING FUNDS FOR IPADS FOR CITY COUNCIL AND DESIGNATED STAFF MEMBERS**

SAN FERNANDO CITY COUNCIL**MINUTES – December 2, 2013****Page 5**

Interim City Manager Penman presented the staff report. He and City Attorney Olivarez replied to questions from Councilmembers.

Motion by Councilmember Avila, seconded by Councilmember Gonzales, to adopt Resolution No. 7577 amending the Fiscal Year 2013-14 City Budget to appropriate \$7,800 from Fund 190 (Non-Departmental) to cover the cost of purchasing iPads for Councilmembers and designated staff to be utilized as part of the agenda process. The motion carried with the following vote:

AYES: Avila, Gonzales, Fajardo, Lopez – 4

NOES: Ballin – 1

- 10) CONSIDERATION TO ADOPT RESOLUTION NO. 7576 TO AMEND THE CITY COUNCIL PROCEDURAL MANUAL BY REVISING SECTION 2.2 (RELATED TO CITIZEN'S REQUEST TO PLACE AN ITEM ON THE AGENDA) AND SECTION 5.1 (MANNER OF ADDRESSING THE CITY COUNCIL)

Interim City Manager Penman presented the staff report.

Councilmember Fajardo requested deleting Section 1.7 in the Manual, changing the title *Mayor Pro Tem* to *Vice Mayor*, and he recommended tabling this item until next year (City Council to hold one last Study Session regarding this item).

Motion by Mayor Lopez, seconded by Mayor Pro Tem Ballin, to table this item to a future date. By consensus, the motion carried.

- 11) CONSIDERATION TO ADOPT ORDINANCE NO. 1630 REPEALING ORDINANCE NO. 1617 WHICH AMENDED THE MUNICIPAL CODE BY ADDING A NEW DIVISION 3 – RULES OF DECORUM FOR MEETINGS

Interim City Manager Penman presented the staff report.

Motion by Mayor Lopez, seconded by Mayor Pro Tem Ballin, to introduce for first reading, in title only, and waive further reading of Ordinance No. 1630 "An Ordinance of the City of San Fernando, California, Repealing Ordinance No. 1617 Amending the San Fernando Municipal Code by Adding a New Division 3 – Rules of Decorum for Meetings to Chapter 2 and Amending Section 1-10 (General Penalty; Infraction)". By consensus, the motion carried.

GENERAL COUNCIL COMMENTS

Councilmember Avila thanked staff for their work and thanked Interim Police Chief Parks for introducing new police personnel.

Councilmember Gonzales said his first year in office has changed his life and he thanked staff for making the job easier. He agreed that there is a traffic issue near the gym (mentioned earlier) and it should be looked into.

SAN FERNANDO CITY COUNCIL**MINUTES – December 2, 2013****Page 6**

Councilmember Fajardo also commented on his one year mark. He said that so much has changed; not owed simply to the resolve of the Council, but also due to the City's exceptional workforce. He especially thanked Interim City Manager Penman on the amazing and priceless job he has done. He said that he has learned much from him and Mr. Penman has inspired him to be a better public servant.

Mayor Pro Tem Ballin said that both she and Mayor Lopez are still recovering from their first year and a half as Councilmembers. She said this last year, staff has been fantastic, showing the true integrity and transparency moving the City forward. She also thanked residents, business owners and stakeholders. She said it breaks her heart that Mr. Penman is leaving but is happy for him and grateful that he was able to come on board, take on such a huge challenge, but has set the foundation for us to move forward. She also thanked the Fire Department for attending the meeting and thanked the Police Department (it's good to see the new young faces).

Mayor Lopez also thanked Interim City Manager Penman; he helped us resolve issues and move forward and City Council followed his lead. He has impacted this community tremendously affirming to the Council that they definitely made the right choice. He also invited everyone to the upcoming Tree Lighting Ceremony and wished all happy holidays.

STAFF COMMUNICATION

Interim City Manager Penman thanked the City Council for their kind remarks, said it's a team effort, and staff deserves a tremendous amount of credit for having to endure a lot before this Council was seated. He said the City took a chance on him when he was a 31-year-old City Administrator and it was a privilege and honor to return and be part of the team to help. The City is headed in the right direction and wished nothing but the best.

Community Development Director Ramirez said that Mr. Penman brought a calming presence and knowledge which instilled confidence in the remaining management staff. With his leadership and mentorship, staff was able to get a lot of things done. For him personally, it's been a great experience and Mr. Penman has reinstalled in him what it means to be a public servant and good manager and leader.

Recreation and Community Services Operations Manager Ismael Aguila echoed Mayor Lopez' invitation to the Annual Tree Lighting Ceremony. He also reiterated staff's comments regarding Mr. Penman's leadership and knowledge and said that he was the right fit at the right time for the City.

Jack Weise, Battalion Chief (Battalion 12) thanked everyone for the warm welcome and will ensure the City has a fire truck for upcoming Tree Lighting Ceremony.

Interim Police Chief Robert Parks thanked Mr. Penman for everything he's taught and mentored him and said he is a leader who has made a difference and will be missed.

SAN FERNANDO CITY COUNCIL**MINUTES – December 2, 2013****Page 7**

Personnel Manager Michael Okafor said that Mr. Penman is one of the best decisions the City Council has made over the past year and appreciates the time he spent in the City and the leadership he's brought forward.

Interim Finance Director Rafaela King also stated that she appreciated Mr. Penman's leadership.

City Clerk Chávez shared that Mr. Penman hired her in 1989.

ADJOURNMENT (7:35 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of December 2, 2013 meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**DECEMBER 6, 2013 – 5:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Pro Tem Sylvia Ballin called the meeting to order (5:05 p.m.) and opened the meeting in memory of Nelson Mandela.

Present:

Council: Mayor Pro Tem Sylvia Ballin and Councilmembers Jesse H. Avila and Joel Fajardo

Staff: Interim City Manager Don Penman, Assistant City Attorneys Terence Gallagher and Ajay Shah, and City Clerk Elena G. Chávez

Absent: Mayor Antonio Lopez and Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Ballin

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS – WRITTEN/ORAL

Walt Dragaloski, business owner, said he is very satisfied with Crown Disposal, does not see the benefit of changing refuse companies, and the additional cost in doing so would be a hardship for small business owners.

Mike Majers, business owner, said that businesses are already suffering, and his refuse rates will go up too.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – December 6, 2013**

Page 2

Ramiro Estrada (San Fernando Realty) said he was here to show support for Crown Disposal.

Before closing Public Statements, Mayor Pro Tem Ballin offered hauler representatives an opportunity to address the comments made by audience members.

James Pledger, Consolidated Disposal Service General Manager, said that their rates are designed to incentivize recycling and stated that they will have an education program whereby recycling coordinators will work with businesses and residents (on a customer-by-customer basis).

RECESS TO CLOSED SESSION (5:13 P.M.)

By consensus, Councilmembers recessed to the following Closed Session:

- A) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION/
SIGNIFICANT EXPOSURE TO LITIGATION (G.C. §54956.9(d)(2))
One (1) Case

RECONVENE/REPORT OUT FROM CLOSED SESSION (6:32 P.M.)

Assistant City Attorney Gallagher reported that direction was given to City Council, but no formal action was taken.

CONTINUED BUSINESS

- 1) CONSIDERATION TO AWARD FRANCHISE CONTRACT NO. 1731 TO
CONSOLIDATED DISPOSAL SERVICE, LLC FOR RESIDENTIAL AND
COMMERCIAL REFUSE, RECYCLABLE MATERIALS, AND ORGANIC WASTE
COLLECTION SERVICES

Interim City Manager Penman presented the staff report.

Mr. Pledger and Susanne Passantino, Area Municipal Services Manager, replied to various questions from Councilmembers and staff.

PUBLIC STATEMENTS – WRITTEN/ORAL (CONTINUED)

Mayor Pro Tem Ballin reopened Public Statements to allow audience members (not present earlier) to provide their comments.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – December 6, 2013**

Page 3

Howard Barmazel, apartment owner, quoted data provided to him by Crown Disposal comparing rates from both refuse companies. A brief discussion ensued amongst staff, the speaker, and Consolidated Disposal Service representatives.

Tom Ross, Mall Association President, said that he is very upset about the process and believes that there is no advantage in changing refuse companies. He currently does not have to separate his trash to save money and asked what services would be reduced by landlords if rates go up and why are two Councilmembers gone whenever this item is discussed?

Rene Gaudet, Santa Rosa School, said they have limited staff and no one to train the students about recycling. She, too, asked why should they spend time recycling when Crown Disposal is already doing that for the school.

(Male speaker – did not state name) San Fernando Realty, said he is a business owner of a small company with limited staff and asked Council to reconsider their decision to change companies.

There were no additional public comments. At this time, discussion ensued amongst staff and Councilmembers.

Motion by Councilmember Avila, seconded by Mayor Pro Tem Ballin, to:

- a. Approve the exclusive Franchise Contract (Contract No. 1731) with Consolidated Disposal Service, LLC (CDS) to provide residential, commercial, organic waste collection services for Citywide refuse and recycling services; and
- b. Authorize the Interim City Manager to execute the Contract with CDS.

The motion carried with the following vote:

AYES:	Avila, Ballin, Fajardo – 3
NOES:	None
RECUSE:	Lopez, Gonzales – 2

In response to Interim City Manager Penman's question regarding both Mayor Lopez and Councilmember Gonzales refusal, Assistant City Attorney Gallagher stated that the refusal was made at a previous meeting (i.e., November 18, 2013).

NEW BUSINESS

2) CONSIDERATION OF MOTOR REPLACEMENT FOR WATER WELL NO. 2A

Community Development Director Fred Ramirez presented the staff report.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – December 6, 2013
Page 4**

Interim City Manager Penman and Community Development Director Ramirez both replied to questions from Councilmembers.

Motion by Councilmember Avila, seconded by Councilmember Fajardo, to:

- a. Approve the purchase of a new motor for Well 2A in the amount of \$29,318; and
- b. Authorize the Interim City Manager to execute the purchase order.

By consensus, the motion carried.

ADJOURNMENT (7:24 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of December 6, 2013 meeting as approved by the San Fernando City Council.

*Elena G. Chávez
City Clerk*

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FINANCE DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Rafaela T. King, Interim Finance Director/Deputy Finance Director
By: Sandra Franco-Rivas, Senior Account Clerk

DATE: January 6, 2014

SUBJECT: Approval of Warrant Registers

RECOMMENDATION:

It is recommended that the City Council approve the Warrant Registers 13-1202 (Attachment "A") and 14-101 (Attachment "B").

BACKGROUND:

1. 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 Deputy 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 Deputy Finance Director hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

2. There is two warrant registers enclosed due to the lack of a formal City Council meeting on December 16, 2013. As directed by Resolution #6212, the warrant for December 16, 2013 was approved by the Interim City Manager and the Deputy Finance Director. This Resolution permits the release of regular occurring warrants. A copy of the Resolution and the memo

Approval of Warrant Register

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provided to the City Treasurer approving the release of the warrants is also included (Attachment "C").

ATTACHMENTS:

- A. Warrant Register 13-1202
- B. Warrant Register 14-101
- C. Resolution #6212 and Memo to City Treasurer

ATTACHMENT "A"**RESOLUTION NO. 13-1202**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 13-1202**

**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 6th day of January, 2014.

Antonio Lopez, 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 6th day of January, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist		Voucher List				Page: 1	
12/12/2013 3:56:05PM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
104237	12/16/2013	100067 ADVANCE DIRECT MAIL	12062013		WATER, SEWER, REFUSE, FOLD & STL		
					070-382-0000-4300	81.17	
					072-360-0000-4300	81.17	
					073-350-0000-4300	81.16	
					Total :	243.50	
104238	12/16/2013	100098 AIRGAS SAFETY	9021712481		SAFETY GLOVES		
					001-370-0000-4310	242.36	
					Total :	242.36	
104239	12/16/2013	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONES		
					001-140-0000-4220	5.40	
					001-150-0000-4220	41.99	
			460851202		PD CELL PHONES		
					001-222-0000-4220	162.43	
					010-220-3641-4220	32.26	
			561407019		CITY YARD CELL PHONE & USB MODEI		
					070-384-0000-4220	58.48	
					001-390-0000-4220	7.74	
					001-320-0000-4220	7.74	
					072-360-0000-4220	0.66	
			660629692		VARIOUS CELL PHONES		
					001-106-0000-4220	34.99	
					070-384-0000-4220	24.44	
			870422920		PD CELL PHONES AND MDT MODEMS		
					001-222-0000-4220	953.29	
					001-105-0000-4220	32.89	
					001-152-0000-4220	114.03	
					Total :	1,476.34	
104240	12/16/2013	100143 ALONSO, SERGIO	NOV 2013		MARIACHI MASTER APPRENTICE PRO		
					109-424-3656-4260	825.00	
					Total :	825.00	
104241	12/16/2013	100191 ANGELES SHOOTING RANGE	8529		TRAINING		
					001-225-0000-4360	100.00	
						Page: 1	

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vchlist		Voucher List					Page:	2
12/12/2013 3:56:05PM		CITY OF SAN FERNANDO						
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Bank code :		bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
104241	12/16/2013	100191 ANGELES SHOOTING RANGE	(Continued) 8538		TRAINING 001-225-0000-4360			
						Total :		100.00 200.00
104242	12/16/2013	100222 ARROYO BUILDING MATERIALS, INC	118562		MORTAR - MACLAY & SECOND 001-370-0301-4300			6.55
			118800		SIDEWALK - 639 FERMOORE 001-370-0301-4300			161.65
			118812		SIDEWALK - 639 FERMOORE 001-370-0301-4300			161.65
			118816		SIDEWALK - 639 FERMOORE 001-370-0301-4300			85.00
						Total :		414.85
104243	12/16/2013	100308 BARON BAG & EROSION SUPPLY CO	154598		SANDBAGS FOR SUPPLY 001-370-0301-4300			654.00
						Total :		654.00
104244	12/16/2013	100396 BOB MURRAY & ASSOCIATES	5433	11000	PROFESSIONAL SERVICES - RECRUITI 001-106-0000-4260			3,230.09
						Total :		3,230.09
104245	12/16/2013	100805 COOPER HARDWARE INC.	90440		UTILITY KNIFE & BLADES, LOCKS & KE 070-383-0301-4300			26.41
			90505		STRAW SUN HAT 001-370-0301-4300			14.16
						Total :		40.57
104246	12/16/2013	101004 DUNN-EDWARDS CORPORATION	2030277973		PAINT FOR GRAFITTI ABATEMENT 001-152-0000-4300			239.47
						Total :		239.47
104247	12/16/2013	101089 ESCOBAR, MARCO	112513 - 1		L P SENIOR PETTY CASH REIMB. 004-2380			142.11
			112513 - 2		L P SENIOR PETTY CASH REIMB. 004-2380			31.22

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104247	12/16/2013	101089 ESCOBAR, MARCO	(Continued) 112513 - 3		L P SENIOR PETTY CASH REIMB. 004-2380	87.20
					Total :	260.53
104248	12/16/2013	101302 VERIZON	8181811070		POLICE PAGING 001-222-0000-4220	39.98
			8181811380		MWD METER 070-384-0000-4220	43.91
			8181973209		PARKS MAJOR PHONE LINES 001-420-0000-4220	1,444.40
			8181973210		PD MAJOR PHONE LINES 001-222-0000-4220	2,477.06
			8181973211		PHONE BILL 001-190-0000-4220	2,446.81
			8183616728		ENGINEERING FAX LINE 001-310-0000-4220	25.68
			8183655097		PD NARCOTICS VAULT 001-222-0000-4220	25.76
			8188371509		ANIMAL CONTROL & PW PHONE LINE 001-190-0000-4220	50.44
			8188384969		PD ALARM PANEL 001-222-0000-4220	92.45
			8188981027		POOL FACILITY PHONE LINES 001-430-0000-4220	144.33
					Total :	6,790.82
104249	12/16/2013	101307 GEOSOILS CONSULTANTS INC.	64066		WATER MAIN PROJ SOIL TESTING 070-383-0000-4600	804.00
					Total :	804.00
104250	12/16/2013	101376 GRAINGER, INC.	9300500122		TIMER FOR REC PARK PATIO & LP GAF 001-390-0410-4300	74.60
			9305485006		001-390-0460-4300 PIONEER PARK RESTROOM SIGNS 001-390-0410-4300	74.60 20.20

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104250	12/16/2013	101376 101376 GRAINGER, INC.	(Continued)		Total :	169.40
104251	12/16/2013	101434 GUZMAN, JESUS ALBERTO	NOV 2013		MARIACHI MASTER APPRENTICE PRO- 109-424-3656-4260	1,200.00
					Total :	1,200.00
104252	12/16/2013	101436 HACH COMPANY	8575009		DPD FREE CHLORINE PILLOW PACKS 070-384-0301-4300	406.61
					Total :	406.61
104253	12/16/2013	101457 HARRINGTON DECORATING CO., INC	00593085		WELL 2A GAUGES FOR CHLORINE PU# 070-384-0000-4320	68.48
					Total :	68.48
104254	12/16/2013	101528 THE HOME DEPOT CRC, ACCT#603532202490	1035130		SMALL TOOLS 001-390-0410-4340	93.96
			1035132		SMALL TOOLS 001-390-0460-4300	34.96
			3240003		HOLIDAY TREE LIGHTS 001-424-1367-4300	24.05
			5094439		REC PARK PATIO LIGHTS 001-390-0410-4300	27.28
			8023351		HOLIDAY BOWS - MACLAY STREETSC# 001-341-0000-4340	77.24
			81662		SPRAY PAINT TO COVER GRAFFITI @ I 001-390-0460-4300	16.47
					Total :	273.96
104255	12/16/2013	101599 IMAGE 2000 CORPORATION	VN349311		COPIERS CONTRACT USAGE 10/19/13- 001-420-0000-4260	71.43
					070-381-0000-4290	31.77
					001-190-0000-4320	424.18
					103-420-0000-4260	123.36
					104-420-0000-4260	123.35
					001-420-0000-4260	381.82
					Total :	1,155.91
104256	12/16/2013	101607 ICE MACHINE SALES & SERVICE CO	0153758-IN		ICE MACHINE MAINT @ 501 FIRST	

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CITY OF SAN FERNANDO

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104256	12/16/2013	101607 ICE MACHINE SALES & SERVICE CO	(Continued)		001-390-0450-4330	487.98
					Total :	487.98
104257	12/16/2013	101647 INTERSTATE BATTERY	30054972		POLICE GENERATOR	
					001-320-0000-4300	396.28
			30055177		001-1215	262.69
					BATTERIES FOR FLEET	
			50307169		001-1215	753.03
					BATTERIES - WA8997	
					070-383-0000-4400	221.08
					Total :	1,633.08
104258	12/16/2013	101666 DE LAGE LANDEN FINANCIAL SERV	20367387		SEPT LEASE PAYMENT - VARIOUS COF	
					001-420-0000-4260	202.72
					001-190-0000-4320	443.64
					001-420-0000-4260	202.72
					103-420-0000-4260	101.36
					104-420-0000-4260	101.36
					070-381-0000-4290	146.70
					Total :	1,198.50
104259	12/16/2013	101688 J & R AUDIO	3155		LIGHTING, SOUND EQUIP & TECHNICAL	
					001-424-1367-4300	700.00
					Total :	700.00
104260	12/16/2013	101768 KIMBALL-MIDWEST	3283319		MISC WIRE NUTS, TIES & CLAMPS	
					001-1215	290.03
					Total :	290.03
104261	12/16/2013	101920 LIEBERT CASSIDY WHITMORE	166934		AGREEMENT FOR SPECIAL SERVICES	
			173151		001-106-0000-4260	2,657.00
					LEGAL SERVICES	
			173152		001-112-0000-4270	661.50
					LEGAL SERVICES	
			173153		001-112-0000-4270	364.00
					LEGAL SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104261	12/16/2013	101920 LIEBERT CASSIDY WHITMORE	(Continued)		001-112-0000-4270	1,584.00
					Total :	5,266.50
104262	12/16/2013	101957 CITY OF LOS ANGELES	38SF140000007		FIRE/AMBULANCE SERVICES FOR DE	
					001-500-0000-4260	234,082.34
					Total :	234,082.34
104263	12/16/2013	101971 L.A. MUNICIPAL SERVICES	5947501000		ELECTRIC - 12900 DRONFIELD	
					070-384-0000-4210	5,644.38
					Total :	5,644.38
104264	12/16/2013	101990 L.A. COUNTY METROPOLITAN	800057204		TAP CARDS - OCT 2013	
					007-440-0441-4260	1,744.00
					Total :	1,744.00
104265	12/16/2013	102003 LOS ANGELES COUNTY	RE-PW-13111803525	11029	IW LAB SERVICES THRU OCTOBER 20	
			RE-PW-13111803545	11029	072-360-0000-4430	2,282.80
					INDUSTRIAL WASTE PROG - SERVICE	
					072-360-0000-4430	5,931.24
					Total :	8,214.04
104266	12/16/2013	102075 MAG-TROL ASSOCIATES, INC.	I173998		CURRENT BREAKER FOR CNG STATIO	
					001-320-3661-4400	426.58
					Total :	426.58
104267	12/16/2013	102148 METROPOLITAN WATER DISTRICT	7845		CAPACITY CHARGE	
					070-384-0000-4450	2,186.67
					Total :	2,186.67
104268	12/16/2013	102226 MISSION LINEN & UNIFORM	140105255		LAUNDRY	
			140106048		001-225-0000-4350	151.87
					LAUNDRY	
			140106889		001-225-0000-4350	72.91
					LAUNDRY	
			140107472		001-225-0000-4350	151.87
					LAUNDRY	
					001-225-0000-4350	72.91

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Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104268	12/16/2013	102226 MISSION LINEN & UNIFORM	(Continued) 140108065		LAUNDRY 001-225-0000-4350	151.87
					Total :	601.43
104269	12/16/2013	102325 NAPA AUTO PARTS	818668		INTAKE MANIFOLD PLUG - PD3031	
			819369		001-320-0225-4400 TRANS FILTERS	2.60
			819373		001-1215 WIPER BLADES	39.91
			819396		001-1215 HEATER HOSE - PW0390	127.57
			819967		001-320-0312-4400 AIR FILTER/OIL FILTER - WA5213	1.35
			820052		070-383-0000-4400 PCV VALVE - PW8704	58.00
					001-320-0390-4400	5.25
					Total :	234.68
104270	12/16/2013	102403 NOW IMAGE PRINTING	3270		PARKING PERMITS FOR CALENDAR YF	
					029-335-0000-4300	500.00
			3275		029-335-0301-4300 CHRISTMAS TREE LIGHTING FLYERS	507.40
					001-424-1367-4300	87.60
					Total :	1,095.00
104271	12/16/2013	102410 NORTHRIDGE HOSPITAL MEDICAL	301505020		SART EXAM	
					001-224-0000-4270	730.00
					Total :	730.00
104272	12/16/2013	102432 OFFICE DEPOT	1627154606		TIMECLOCK BACKUP SYSTEM FOR TR	
			1629707338		001-390-0450-4430 LAMINATE PUBLIC NOTICE	163.49
			680248872001		001-150-0000-4300 COFFEE, CREAMER, SUGAR, INK CAR	4.32
			683058413001		070-383-0000-4300 PENS, CARTRIDGES, COPY PAPER	363.51

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Voucher List

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104272	12/16/2013	102432 OFFICE DEPOT	(Continued)		001-222-0000-4300	409.97
					Total :	941.29
104273	12/16/2013	102648 PONCE, VICTOR	NOV 2013		COMMISSIONER'S REIMBURSEMENT	
					001-105-0000-4111	50.00
					Total :	50.00
104274	12/16/2013	102666 PREFERRED DELIVERY SYSTEMS INC	549-73		COURIER SERVICE	
					001-222-0000-4260	103.00
					Total :	103.00
104275	12/16/2013	102727 QUARTERMASTER	001291685		UNIFORM SHIRT	
					001-226-0230-4430	18.90
					Total :	18.90
104276	12/16/2013	102930 ROYAL WHOLESALE ELECTRIC	8901-689959		LOT 2N PARKING LOT GLOBE RPLCMN	
					029-335-0301-4300	113.36
					Total :	113.36
104277	12/16/2013	102978 SWRCB FEES	WD-0088256		SWRCB ANNUAL PERMIT FEE FAC ID	
					072-360-0000-4260	5,400.00
					072-360-0450-4260	4,194.00
					Total :	9,594.00
104278	12/16/2013	103010 SAM'S CLUB DIRECT, #0402465855179	9255		COFFEE, MOCHA MIX & UTENSILS	
					001-222-0000-4300	119.51
					Total :	119.51
104279	12/16/2013	103029 SAN FERNANDO, CITY OF	13475-13521		REIMBURSEMENT TO WORKERS COM	
					006-190-0000-4810	34,198.61
					Total :	34,198.61
104280	12/16/2013	103184 SMART & FINAL	163603		ENP REFRESHMENTS FOR THANKSGI	
			163781		004-2346	102.02
			163889		SENIOR CLUB REFRESHMENTS FOR	
					004-2380	199.28
					WEEKLY PROGRAM ART & SCIENCE SI	

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104308	12/16/2013	888442 888442 WESTERN EXTERMINATOR COMPANY	(Continued)			Total : 241.00
104309	12/16/2013	888468 MAJOR METROPOLITAN SECURITY	1061823		ALARM MONITORING - NOV 2013	
			1061824		001-390-0450-4260	15.00
			1061825		ALARM MONITORING - NOV 2013	
			1061826		001-390-0450-4260	15.00
			1061827		ALARM MONITORING - NOV 2013	
			1061828		001-390-0410-4260	15.00
			1061829		ALARM MONITORING - NOV 2013	
			1061830		070-381-0450-4260	15.00
			1061831		ALARM MONITORING - NOV 2013	
			1061832		001-390-0410-4260	15.00
			1061833		ALARM MONITORING - NOV 2013	
			1061834		001-390-0460-4260	15.00
			1061835		ALARM MONITORING - NOV 2013	
					001-390-0410-4260	15.00
					ALARM MONITORING - NOV 2013	
					001-430-0000-4260	15.00
					Total : 195.00	
104310	12/16/2013	888629 SPARKLETTS	13088020111613		WATER	
					001-422-0000-4300	116.99
					Total : 116.99	
104311	12/16/2013	888646 HD SUPPLY WATER WORKS, LTD	B761353		TAP SLEEVES, PIPES BENDS, HEX BOL	
					070-383-0301-4300	2,053.30

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104311	12/16/2013	888646 HD SUPPLY WATER WORKS, LTD	(Continued)			Total : 2,053.30
104312	12/16/2013	888762 COMMAND CONCRETE CUTTING	11759		803 TRUMAN - NEW WATER & FIRE SEI	
					070-383-0000-4600	375.00
					Total : 375.00	
104313	12/16/2013	889037 AT&T MOBILITY	875587443		MODEM FOR MESSAGE BOARD	
					001-310-0000-4220	61.35
					Total : 61.35	
104314	12/16/2013	889043 ALADIN JUMPERS	110113		RENTAL OF TABLES	
			110213		001-424-0000-4300	120.00
			120513		BALLOONS	
			120613		001-424-0000-4300	50.00
					RENTAL OF CHAIRS, TABLES ETC FOR	
					001-424-1367-4300	480.00
					RENTAL OF DANCE FLOOR	
					001-424-0000-4300	225.00
					Total : 875.00	
104315	12/16/2013	889118 LDI COLOR TOOLBOX	188497		COPIES & MAINT 10/07/13 - 11/07/13	
			188533		001-222-0000-4260	297.75
			28770A		COPIES & MAINT - 10/13/13-11/13/13	
					001-222-0000-4260	185.28
					FREIGHT CHARGES FOR TONER	
					001-222-0000-4260	17.54
					Total : 500.57	
104316	12/16/2013	889149 STAPLES BUSINESS ADVANTAGE	8027738614		KITCHEN SUPPLIES - STIRRERS, CUP	
					001-190-0000-4300	114.85
					Total : 114.85	
104317	12/16/2013	889287 UNITED TRUCK CENTERS	40487		REPAIR LEAK AT T-STAT HOUSING & H	
					070-383-0000-4400	598.32
					Total : 598.32	
104318	12/16/2013	889310 BALLIN, LORRIANE	NOV 2013		COMMISSIONER'S REIMBURSEMENT	
					001-105-0000-4111	50.00

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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104318	12/16/2013	889310 889310 BALLIN, LORRIANE	(Continued)			Total : 50.00
104319	12/16/2013	889457 NATIONAL METER & AUTOMATION	S1048848.001	11041	REPLACEMENT OF 15-YR OLD WATER 070-383-0700-4600 070-383-0700-4600	6,695.76 627.00 Total : 7,322.76
104320	12/16/2013	889491 WILLDAN FINANCIAL SERVICES	010-22468	11052	ANNUAL DISTRICT ADMINISTRATION 027-344-0000-4260	5,031.60 Total : 5,031.60
104321	12/16/2013	889503 JTB SUPPLY COMPANY, INC.	96883		12" RED L.E.D REPLACEMENT BALLS 001-371-0301-4300	468.70 Total : 468.70
104322	12/16/2013	889532 GILMORE, REVA.A.	11/02/13 - 11/15/13 11/16/13 - 11/29/13		FOOD SERVICE MANAGER 010-422-3750-4270 010-422-3752-4270 FOOD SERVICE MANAGER 010-422-3750-4270 010-422-3752-4270	162.50 26.00 253.50 58.50 Total : 500.50
104323	12/16/2013	889533 MARTINEZ, ANITA	11/16/13 - 11/29/13		ASSISTANT FOOD MANAGER 010-422-3750-4270	141.60 Total : 141.60
104324	12/16/2013	889534 RAMIREZ, FRANCISCO	11/16/13 - 11/29/13		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	141.60 41.60 Total : 183.20
104325	12/16/2013	889535 GOMEZ, GILBERT	11/16/13 - 11/29/13		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	141.60 45.76 Total : 187.36
104326	12/16/2013	889592 CUELLAR, JIMMY KYLE	NOV 2013		MARIACHI MASTER APPRENTICE PRO	
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Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104326	12/16/2013	889592 CUELLAR, JIMMY KYLE	(Continued)		109-424-3656-4260	450.00 Total : 450.00
104327	12/16/2013	889611 MORRISON MANAGEMENT SPECIALIST	188452013113001		LP SENIOR MEALS - NOV 2013 010-422-3750-4260 010-422-3752-4260	3,600.00 2,493.00 Total : 6,093.00
104328	12/16/2013	889626 ASSETWORKS, INC	#MA13-386		ANNUAL RENEWAL FEE - ASSETMAXX 001-190-0000-4260	1,350.00 Total : 1,350.00
104329	12/16/2013	889627 VERIZON CONFERENCING	64921		CONFERENCE CALL 10/25/13 001-190-0000-4220	6.90 Total : 6.90
104330	12/16/2013	889680 JIMENEZ LOPEZ, JUAN MANUEL	NOV 2013		MARIACHI MASTER APPRENTICE PRO 109-424-3656-4260	450.00 Total : 450.00
104331	12/16/2013	889681 VILLALPANDO, MARIA	11/16/13 - 11/29/13		FOOD SERVICE WORKER 010-422-3750-4270 010-422-3752-4270	177.00 35.40 Total : 212.40
104332	12/16/2013	889993 LARA, CARLOS	2000176.004		SWIM LESSONS REFUND 001-3770-1338	40.00 Total : 40.00
104333	12/16/2013	890004 PACIFIC TELEMAGEMENT SERVICE	596277		PD PAY PHONE - JAN 2014 001-190-0000-4220	62.64 Total : 62.64
104334	12/16/2013	890010 TOTAL PRINTING SUPPLIES	13125		TONER FOR PRINTER 001-222-0000-4300	65.40 Total : 65.40
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Bank code :bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104346	12/16/2013	890970 WEX BANK	(Continued)		070-383-0000-4402	585.08
					070-384-0000-4402	258.31
					072-360-0000-4402	268.21
					073-350-0000-4402	2.00
					Total :	11,495.51
104347	12/16/2013	890998 TRUJILLO, RODOLFO	NOV 2013		COMMISSIONER'S REIMBURSEMENT	
					001-310-0000-4111	50.00
					Total :	50.00
104348	12/16/2013	890999 BERRIOZABAL, GILBERT	NOV 2013		COMMISSIONER'S REIMBURSEMENT	
					001-310-0000-4111	50.00
					Total :	50.00
104349	12/16/2013	891054 MEJIA, YVONNE G	NOV 2013		COMMISSIONER'S REIMBURSEMENT	
					001-105-0000-4111	50.00
					Total :	50.00
104350	12/16/2013	891080 LOPEZ, PATTY	NOV 2013		COMMISSIONER'S REIMBURSEMENT	
					001-105-0000-4111	50.00
					Total :	50.00
104351	12/16/2013	891120 VERONICA TAM	1752	11039	HOUSING ELEMENT CONSULTANT	
					001-150-0000-4270	2,844.00
					Total :	2,844.00
104352	12/16/2013	891121 RIVERA, NICOLE	NOV 2013		MARIACHI MASTER APPRENTICE PRO	
					109-424-3656-4260	135.00
					Total :	135.00
104353	12/16/2013	891253 SAN FERNANDO SMOG TEST ONLY	3391		SMOG TEST	
					001-320-0000-4260	50.00
					Total :	50.00
104354	12/16/2013	891295 JCL BARRICADE	72800		ROLL-UP SIGNS & STANDS FOR TREE	
					001-346-0301-4300	364.23

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12/12/2013 3:56:05PM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
104354	12/16/2013	891295 JCL BARRICADE	(Continued)			Total :	364.23
104355	12/16/2013	891311 TORRES, RITA	11/16/13 - 11/29/13		ENP SUBSTITUTE		
					010-422-3750-4270	292.05	
					010-422-3752-4270	30.98	
						Total :	323.03
104356	12/16/2013	891319 FONSECA, MANUEL	NOV 2013		MARIACHI MASTER APPRENTICE PRO		
					109-424-3656-4260	150.00	
						Total :	150.00
104357	12/16/2013	891329 MIKE'S TIRE MAN INC	02720		TIRES FOR SWEEPER - PW0315		
			15131		029-335-0000-4400	274.68	
					TIRES FOR FLEET		
					001-1215	2,009.94	
						Total :	2,284.62
104358	12/16/2013	891337 ARCMATE MAUFACTURING CORP	INV018093		LITTER PICK-UP TOOLS		
					001-390-0410-4340	151.18	
						Total :	151.18
104359	12/16/2013	891338 NESTLE PURE LIFE DIRECT	03K0033013574		WATER		
					001-430-0000-4300	58.22	
						Total :	58.22
104360	12/16/2013	891339 BOE PALLETS INC	SF1130926003		CITATION REFUND		
					001-3430-0000	90.00	
						Total :	90.00
104361	12/16/2013	891340 MEDINA, ANNABEL	SF3121011006		PARKING CITATION REFUND		
					001-3430-0000	45.00	
						Total :	45.00
104362	12/16/2013	891341 TOVAR, DORAA	SF3130830012		PARKING CITATION REFUND		
					001-3430-0000	35.00	
						Total :	35.00
104363	12/16/2013	891342 RODRIGUEZ, CHRISTINA	SF1130311012		PARKING CITATION REFUND		
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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104363	12/16/2013	891342 RODRIGUEZ, CHRISTINA	(Continued)		001-3430-0000	20.00
					Total :	20.00
104364	12/16/2013	891343 LA NEWS GROUP CIRCULATION	132902006		SUBSCRIPTION THROUGH 10/07/14	58.00
					001-225-0000-4350	58.00
					Total :	58.00
128	Vouchers for bank code : bank				Bank total :	523,232.36
128	Vouchers in this report				Total vouchers :	523,232.36

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 12/09/2013 3:34:26PM CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103891	11/5/2013	102519 P.E.R.S.	DEMAND		HEALTH INSURANCE BENEFITS - NOVI 001-1160	174,137.99
					Total :	174,137.99
103943	11/7/2013	103648 CITY OF SAN FERNANDO	PR 11-8-13		REIMBURSEMENT FOR PAYROLL W/E 001-1003	278,851.37
					007-1003	1,221.74
					008-1003	4,438.74
					010-1003	6,151.76
					011-1003	2,075.44
					012-1003	253.19
					017-1003	160.25
					018-1003	83,537.04
					027-1003	2,929.65
					029-1003	3,043.02
					050-1003	684.16
					070-1003	36,772.02
					072-1003	14,222.74
					073-1003	1,226.71
					101-1003	1,578.23
					103-1003	4,561.39
					104-1003	4,900.25
					Total :	446,607.70
104043	11/14/2013	100943 DELTA INDEMNITY	DEMAND		DENTAL INSURANCE BENEFITS-NOVE 001-1160	11,581.21
					Total :	11,581.21
104044	11/14/2013	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INSURANCE BENEFITS-NOVE 001-1160	411.18
					Total :	411.18
104045	11/14/2013	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		OPTICAL INSURANCE BENEFITS-NOVE 001-1160	2,325.81
					Total :	2,325.81

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 12/09/2013 3:34:26PM CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104046	11/14/2013	887627 STANDARD INSURANCE	DEMAND		LIFE INSURANCE BENEFITS-NOVEMBE 001-1160	3,010.29
					Total :	3,010.29
104047	11/21/2013	103648 CITY OF SAN FERNANDO	PR 11-22-13		REIMBURSEMENT FOR PAYROLL W/E 008-1003	3,370.78
					010-1003	8,424.65
					011-1003	2,072.28
					001-1003	276,144.63
					007-1003	1,089.94
					012-1003	253.18
					017-1003	326.22
					018-1003	83,164.62
					027-1003	2,900.48
					029-1003	2,594.51
					050-1003	640.92
					070-1003	37,120.34
					072-1003	13,448.48
					073-1003	1,226.68
					101-1003	1,352.77
					103-1003	4,492.63
					104-1003	4,634.50
					Total :	443,257.61
7 Vouchers for bank code :		bank			Bank total :	1,081,331.79
7 Vouchers in this report					Total vouchers :	1,081,331.79

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11/07/2013	8:25:22AM	CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
103892	11/6/2013	100913 DECKER, CATHERINE	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 070-180-0000-4127	218.22	
					Total :	218.22	
103893	11/6/2013	100916 DEIBEL, PAUL	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	532.26	
					Total :	532.26	
103894	11/6/2013	101466 HARVEY, DEVERY MICHAEL	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	2.05	
					Total :	2.05	
103895	11/6/2013	101926 LILES, RICHARD	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 070-180-0000-4127 072-180-0000-4127	223.46 223.46	
					Total :	446.92	
103896	11/6/2013	102473 ORDELHEIDE, ROBERT	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	1,100.19	
					Total :	1,100.19	
103897	11/6/2013	102864 RIVETTI, DOMINICK	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	132.93	
					Total :	132.93	
103898	11/6/2013	103175 SKOBIN, ROMELIA	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	26.50	
					Total :	26.50	
103899	11/6/2013	891013 BRUNWIN, HERBERT	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	109.11	
					Total :	109.11	
103900	11/6/2013	891018 FLETCHER, HUBERT	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREME 001-180-0000-4127	218.22	
					Total :	218.22	

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11/07/2013 8:25:22AM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
103901	11/6/2013	891021 GUIZA, JENNIE	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREE 001-180-0000-4127	109.11	109.11
103902	11/6/2013	891027 LOCKETT, JOANN	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREE 001-180-0000-4127	109.11	109.11
103903	11/6/2013	891028 MANTHEY, DONALD	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREE 001-180-0000-4127	532.26	532.26
103904	11/6/2013	891031 ORTEGA, JIMMIE	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREE 001-180-0000-4127	218.22	218.22
103905	11/6/2013	891032 OTREMBA, EUGENE	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREE 001-180-0000-4127	89.38	89.38
103906	11/6/2013	891039 AGUILAR, JESUS	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREE 001-180-0000-4127	54.10	54.10
103907	11/6/2013	891040 FISHKIN, RIVIAN	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREE 001-180-0000-4127	54.10	54.10
103908	11/6/2013	891043 LIEBERMAN, LEONARD	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREE 001-180-0000-4127	27.05	27.05
103909	11/6/2013	891046 VANAALST, LEONILDA	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIREE 070-180-0000-4127	27.05	27.05
18 Vouchers for bank code :		bank				Bank total :	4,006.78

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
18		Vouchers in this report			Total vouchers :	4,006.78

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Voucher List

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103928	11/6/2013	891017 891017 ELDRIDGE, WANDA	(Continued)			Total : 109.11
103929	11/6/2013	891020 GLASGOW, ROBERT	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	92.26 Total : 92.26
103930	11/6/2013	891023 HATFIELD, JAMES	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	89.38 Total : 89.38
103931	11/6/2013	891024 HOOKER, RAYMOND	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	366.44 Total : 366.44
103932	11/6/2013	891029 MARTIN, THERESE	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	109.11 Total : 109.11
103933	11/6/2013	891034 RAMSEY, JAMES	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	1,274.42 Total : 1,274.42
103934	11/6/2013	891035 SHERWOOD, NINA	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	44.69 Total : 44.69
103935	11/6/2013	891036 WATT, DAVID	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	218.22 Total : 218.22
103936	11/6/2013	891037 WEBB, NANCY	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	637.21 Total : 637.21
103937	11/6/2013	891038 WAITE, CURTIS	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	952.74 Total : 952.74

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CITY OF SAN FERNANDO

Bank code : bank

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
103938	11/6/2013	891041 GARCIA, CONNIE	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	27.05 Total : 27.05
103939	11/6/2013	891042 KNIGHT, PAUL	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	92.30 Total : 92.30
103940	11/6/2013	891044 RUSSUM, LINDA	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 001-180-0000-4127	54.10 Total : 54.10
103941	11/6/2013	891045 TIGHE, HAROLD	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 070-180-0000-4127 072-180-0000-4127	27.05 27.05 Total : 54.10
103942	11/6/2013	891047 WATTS, HERBERT	NOVEMBER 2013		CALPERS HEALTH INS REIMB RETIRE 070-180-0000-4127 072-180-0000-4127 073-180-0000-4127	9.02 9.02 9.01 Total : 27.05
33 Vouchers for bank code : bank						Bank total : 9,608.40
33 Vouchers in this report						Total vouchers : 9,608.40

Voucher Registers are not final until approved by Council.

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ATTACHMENT "B"**RESOLUTION NO. 14-101****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/
WARRANT REGISTER NO. 14-101****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

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

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

PASSED, APPROVED, AND ADOPTED this 6th day of January, 2014.

Antonio Lopez, 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 6th day of January, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 1
Bank code : bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104368	1/6/2014	100031 A-1 LAWNMOWER INC.	24451		LAWN MOWER DRIVE GEARBOX & PUL 001-320-0390-4400	711.55
					Total :	711.55
104369	1/6/2014	100070 ADVANCED ELECTRONICS INC.	0129342-IN	11053	VIRTUAL PATROL SYSTEM UPGRADE #	4,913.66
			0134551-IN	11012	019-422-0630-4260 COMPUTER MAINTENANCE	2,724.56
			0134552-IN	11005	001-222-0000-4260 COMPUTER MAINTENANCE - DEC 2013	3,648.00
					Total :	11,286.22
104370	1/6/2014	100074 AEGIS COMPUTERS INC.	207907		IT SERVICES - DEC 2013 001-190-0241-4260	10,630.00
					Total :	10,630.00
104371	1/6/2014	100164 AMERICAN PLANNING ASSOCIATION	154054-13106		ANNUAL MEMBERSHIP DUES 001-150-0000-4380	415.00
					Total :	415.00
104372	1/6/2014	100222 ARROYO BUILDING MATERIALS, INC	118706		INSTALL BACKFLOW CAGE @ LOT 6N 001-390-0310-4300	32.85
					Total :	32.85
104373	1/6/2014	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	004764		DOJ LIVESCAN FINGERPRINTING - NOV 2013 001-222-0000-4260	3,557.00
					Total :	3,557.00
104374	1/6/2014	100558 CALIFORNIA CONTRACTORS	PP3911		SMALL TOOLS 001-320-0301-4300 001-320-0000-4320	64.78 87.38
					Total :	152.16
104375	1/6/2014	100735 COASTAL AIR	14778		REPL IGNITION MODULE FOR PACKAGING 001-390-0450-4330	385.00
					Total :	385.00
						Page: 1

vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 2
Bank code : bank						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104376	1/6/2014	100747 COASTLINE EQUIPMENT	161501		HYDRAULIC HOSE - WA5213 070-383-0000-4400	62.72
					Total :	62.72
104377	1/6/2014	100859 CROWN DISPOSAL	0000642755		HAULING FEES - NOV 2013 073-350-0000-4260	65,959.60
					Total :	65,959.60
104378	1/6/2014	100886 LOS ANGELES DAILY NEWS	0010436995		PUBLIC HEARING NOTICE - TRI COLOF 001-3706-0000	648.85
			0010437001		PUBLIC HEARING NOTICE - 1201 ARRC 001-3706-0000	668.20
			0010443370		PUBLIC HEARING NOTICE - 131-133 PA 001-3706-0000	545.65
					Total :	1,862.70
104379	1/6/2014	101251 VERIZON	BR45609		TROUBLE REPORTED @ E911 PD STAT 001-222-0000-4220	200.00
					Total :	200.00
104380	1/6/2014	101302 VERIZON	818181111		MUSIC CHANNEL 001-190-0000-4220	45.12
			8181811136		RADIO REPEATER 001-222-0000-4220	43.91
			8181990351		PAC 50 TO SHERRIFFS 001-222-0000-4220	495.66
			8183610901		SEWER FLOW MONITOR 072-360-0000-4220	41.99
			8183613958		CNG STATION 001-320-3661-4220	40.74
			8188315002		PD SPECIAL PROBLEMS 001-222-0000-4220	42.31
			8188381841		ENGINEERING FAX MODEM 001-310-0000-4220	21.18
			8188981293		CITY YARD MAJOR PHONE LINES 070-384-0000-4220	742.73
						Page: 2

vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 3
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104380	1/6/2014	101302 101302 VERIZON	(Continued)		Total :	1,473.64
104381	1/6/2014	101376 GRAINGER, INC.	9305202740		FLOOR MATS FOR LP PARK ENTRANCE	
			9305202757		001-390-0460-4300	228.28
					ELECTRICAL SUPPLIES FOR PARKS	
					001-390-0410-4340	30.87
					Total :	259.15
104382	1/6/2014	101427 H.C. STROUD	11496		REPLACE BROKEN IRRIG PUMP @ RUI	
					001-390-7500-4330	1,581.51
					Total :	1,581.51
104383	1/6/2014	101528 THE HOME DEPOT CRC, ACCT#603532202490	1091001		LED MAGS, BATTERIES & CHARGER	
			5038378		072-360-0000-4340	325.76
					UTILITY BAR, SLEDGE HAMMER, BRUS	
					070-383-0000-4340	188.29
					Total :	514.05
104384	1/6/2014	101599 IMAGE 2000 CORPORATION	VN353440		CONTRACT BASE RATE 11/21/13 - 12/21	
					001-422-0000-4260	61.76
					Total :	61.76
104385	1/6/2014	101649 INTER-VALLEY POOL SUPPLY, INC	59468		POOL CHEMICALS	
			59892		001-430-0000-4300	1,287.91
					POOL CHEMICALS	
					001-430-0000-4300	1,127.39
					Total :	2,415.30
104386	1/6/2014	101666 DE LAGE LANDEN FINANCIAL SERVS	20406497		DEC 2013 - COPIER LEASE PAYMENT @	
					001-222-0000-4260	609.14
					Total :	609.14
104387	1/6/2014	101768 KIMBALL-MIDWEST	3310922		TOT LOT REPAIR SUPPLIES	
			3310938		001-390-0410-4300	100.93
					MISC WIRE NUTS, CONNECTORS & SC	
					001-1215	155.52
					Total :	256.45

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vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 4
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104388	1/6/2014	101873 LEAGUE OF CALIFORNIA CITIES	137218		CALENDAR YEAR 2014 DUES	
					001-190-0000-4380	8,734.00
					Total :	8,734.00
104389	1/6/2014	101971 L.A. MUNICIPAL SERVICES	0047501000		ELECTRIC - 13003 BORDEN	
			5007501000		070-384-0000-4210	1,281.37
			5947501000		ELECTRIC - 13655 FOOTHILL	
			6577501000		070-384-0000-4210	189.18
					ELECTRIC - 12900 DRONFIELD	
					070-384-0000-4210	4,189.69
					ELECTRIC - 14060 SAYRE	
					070-384-0000-4210	11,415.30
					Total :	17,075.54
104390	1/6/2014	101974 LOS ANGELES COUNTY	NOV 2013		DEPT OF ANIMAL CARE & CONTROL FI	
					001-190-0000-4260	5,908.72
					Total :	5,908.72
104391	1/6/2014	102126 MARTINEZ, MIGUEL	NONPO		REIMB. FOR WATER DISTRIBUTION OF	
					070-381-0000-4360	80.00
					Total :	80.00
104392	1/6/2014	102201 MIERZYNSKI, IRMGARD	09/06/13 - 10/25/13		LINE DANCE INSTRUCTOR	
			11/01/13 - 01/03/14		017-420-1339-4260	161.00
					LINE DANCE INSTRUCTOR	
					017-420-1339-4260	105.00
					Total :	266.00
104393	1/6/2014	102226 MISSION LINEN & UNIFORM	140108852		LAUNDRY	
			140109498		001-225-0000-4350	31.62
			140110236		LAUNDRY	
					001-225-0000-4350	180.37
					LAUNDRY	
					001-225-0000-4350	104.48
					Total :	316.47
104394	1/6/2014	102307 HI WAY SAFETY RENTALS, INC.	11624		BARRICADES (BARE) & WIDE ROAD CL	

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vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 5
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104394	1/6/2014	102307 HI WAY SAFETY RENTALS, INC.	(Continued)		072-360-0301-4300	816.60
					Total :	816.60
104395	1/6/2014	102325 NAPA AUTO PARTS	820454		OIL FILTERS - PD5333	6.50
			821201		001-320-0225-4400 HEADLIGHT BULBS	106.39
					001-1215	112.89
					Total :	112.89
104396	1/6/2014	102387 K.R. NIDA CORPORATION	26932		REPEATER REPAIR; BURNT OUT AFTEI	580.00
					001-390-0450-4430	580.00
					Total :	580.00
104397	1/6/2014	102403 NOW IMAGE PRINTING	3282		GARAGE SALE PERMITS	124.83
					001-152-0000-4300	124.83
					Total :	124.83
104398	1/6/2014	102432 OFFICE DEPOT	1632828234		WEEKLY PLANNER	23.97
			1636380408		001-222-0000-4300 BINDERS, INDEX MARKERS & SHEET	61.37
			684339916001		001-310-0000-4300 RUBBERBANDS, SHEET PROTECTORS	26.81
			684339944001		001-222-0000-4300 PEN REFILL	19.09
			684339945001		001-222-0000-4300 FOLDER TABS	10.49
			684439049001		001-222-0000-4300 CALENDARS	273.53
			684446031001		070-381-0000-4300 STAPLER RETURNED	-16.02
			685171597001		070-381-0000-4300 COPY PAPER, TAPE, PENS, NOTE POS	137.10
			687753326001		001-420-0000-4300 INDEX TABS JAN-DEC, ELECTRIC STAF	18.75
					001-130-0000-4300	18.22
					070-382-0000-4300	18.22
						Page: 5

vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 6
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104398	1/6/2014	102432 OFFICE DEPOT	(Continued)		072-360-0000-4300	18.22
					073-350-0000-4300	18.22
					Total :	609.75
104399	1/6/2014	102506 PANTOJA, DANITZA	DEC 2013		COMMISSIONER'S REIMBURSEMENT	50.00
					001-420-0000-4111	50.00
					Total :	50.00
104400	1/6/2014	102530 AT & T	818-270-2203		ISDN LINE/LASN NETWORK	94.77
					001-222-0000-4220	94.77
					Total :	94.77
104401	1/6/2014	102779 RAMIREZ, THOMAS	DEC 2013		KARATE INSTRUCTOR	660.00
					017-420-1326-4260	660.00
					Total :	660.00
104402	1/6/2014	102929 ROYAL PAPER CORPORATION	4414020		JANITORIAL SUPPLIES-VARIOUS LOCA	154.24
					001-390-0460-4300	281.03
					001-390-0410-4300	133.89
					001-390-7500-4300	46.64
					001-390-0470-4300	18.65
					001-390-0222-4300	27.98
					001-390-0310-4300	662.43
					Total :	662.43
104403	1/6/2014	102958 S & S WORLDWIDE	7929986		ARTS & CRAFTS	194.38
					004-2359	194.38
					Total :	194.38
104404	1/6/2014	103010 SAM'S CLUB DIRECT, #0402465855179	8232		KITCHEN SUPPLIES - COFFEE, CUPS,	333.08
					001-222-0000-4300	333.08
					Total :	333.08
104405	1/6/2014	103184 SMART & FINAL	165661		SUPPLIES FOR HOLIDAY TREE CELEBI	5.75
			165694		004-2359	93.33
					SUPPLIES FOR HOLIDAY TREE CELEBI	93.33
					004-2359	93.33
						Page: 6

vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 9
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104412	1/6/2014	103444 ULTRA GREENS, INC	(Continued)		011-311-7510-4300	76.30
					Total :	190.75
104413	1/6/2014	103510 V & V MANUFACTURING, INC.	38694		DETECTIVE BADGE 001-222-0000-4300	125.11
					Total :	125.11
104414	1/6/2014	103584 VIEJAS CASINO	020614		DEPOSIT - SENIOR TRIP TO VIEJAS CA 004-2384	600.00
					Total :	600.00
104415	1/6/2014	103603 VULCAN MATERIALS COMPANY	70192143		COLD MIX 001-370-0301-4300	1,361.10
					Total :	1,361.10
104416	1/6/2014	103688 WIL-POWER BATTERY DIST.	170799		SCADA BOX BACK-UP BATTERY 070-384-0301-4300	21.79
					Total :	21.79
104417	1/6/2014	103738 YOSEF AMZALAG SUPPLY	12073936 12073944		LOPEZ ADOBE SUPPLIES 010-150-3609-4600 LOPEZ ADOBE SUPPLIES 010-150-3609-4600	421.69 38.76
					Total :	460.45
104418	1/6/2014	103752 ZUMAR INDUSTRIES, INC.	0149531		ROUND POST (KNOCKDOWN REPLAC 013-370-0301-4300	919.36
					Total :	919.36
104419	1/6/2014	103903 TIME WARNER CABLE	8448200540010369 8448200540010518 8448200540028882 8448300070189011		CABLE 001-222-0000-4260 CABLE - 11/29/13 - 12/28/13 001-420-0000-4260 CABLE/INTERNET - 11/12/13 - 01/12/14 001-420-0000-4260 INTERNET SERVICES - 12/23/13 - 01/22 001-190-0000-4220	16.58 180.20 239.88 1,100.00
						Page: 9

vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 10
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104419	1/6/2014	103903 103903 TIME WARNER CABLE	(Continued)			Total : 1,536.66
104420	1/6/2014	103948 CDW GOVERNMENT, INC.	GH63563		FIREWALL FOR TIME CLOCK @ PW TR 001-190-0241-4260	383.24
					Total :	383.24
104421	1/6/2014	887121 DELL MARKETING L.P.	XJ8WC6PD5		HARD DRIVE FOR SERVER IN COMPUT 001-190-0241-4260	385.98
					Total :	385.98
104422	1/6/2014	887239 SYLMAR LOCK & KEY & LOCKSMITH	9394		KEY HIDER, PART FOR DEADBOLT & KI 070-384-0000-4300	31.30
					Total :	31.30
104423	1/6/2014	887270 AMERICAN TRANSPORTATION SYSTEM	47084		MMAP BUS TRIP TO CARSON 010-424-3631-4260	386.75
					Total :	386.75
104424	1/6/2014	887568 TRANS TECH	011059		REBUILD TRANSMISSION - PD7834 001-320-0225-4400	1,345.90
					Total :	1,345.90
104425	1/6/2014	887952 J. Z. LAWNMOWER SHOP	6584		BLOWER, PRUNERS, TRIMMERS, BAR 001-346-0000-4500	444.42
					Total :	444.42
104426	1/6/2014	888241 UNITED SITE SERVICES OF CA INC	114-1697928		PORTABLE TOILET RENTAL @ REC PAI 001-420-0000-4260	134.07
					Total :	134.07
104427	1/6/2014	888442 WESTERN EXTERMINATOR COMPANY	17449542 1745825 1749541 1749543		BAIT TRAP MAINT @ LP PARK 001-390-0460-4330 PEST CONTROL @ RUDY ORTEGA PAF 001-390-7500-4260 PEST CONTROL @ LP PARK 001-390-0460-4260 PEST CONTROL @ 208 PARK 001-390-0410-4260	144.00 48.50 47.50 69.00
						Page: 10

vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 13
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104435	1/6/2014	889328 FIRST TRANSIT, INC.	(Continued)		007-313-0000-4260	18,625.20
					Total :	38,943.60
104436	1/6/2014	889352 GOMEZ, ADRIANA	DEC 2013		COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111	50.00
					Total :	50.00
104437	1/6/2014	889532 GILMORE, REVA A.	11/30/13 - 12/13/13		FOOD SERVICE MANAGER 010-422-3750-4270 010-422-3752-4270	630.50 78.00
					Total :	708.50
104438	1/6/2014	889533 MARTINEZ, ANITA	11/30/13 - 12/13/13		ASSISTANT FOOD MANAGER 010-422-3750-4270	177.00
					Total :	177.00
104439	1/6/2014	889534 RAMIREZ, FRANCISCO	11/30/13 - 12/13/13		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	159.30 46.80
					Total :	206.10
104440	1/6/2014	889535 GOMEZ, GILBERT	11/30/13 - 12/13/13		HDM DRIVER 010-422-3752-4270 010-422-3752-4390	177.00 57.20
					Total :	234.20
104441	1/6/2014	889644 VERIZON BUSINESS	61726448		CITY HALL LONG DISTANCE 001-190-0000-4220	58.09
			61726449		CITY YARD LONG DISTANCE 070-384-0000-4220	49.12
			61726450		CITY HALL LONG DISTANCE & INTRAL/	
			61726451		001-190-0000-4220 POLICE LONG DISTANCE 001-222-0000-4220	155.13 202.80
			61726452		CITY YARD LONG DISTANCE 070-384-0000-4220	4.89

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vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 14
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104441	1/6/2014	889644 VERIZON BUSINESS	(Continued)			
			61726453		PARK LONG DISTANCE 001-420-0000-4220	100.97
			61727009		ENGINEERING LONG DISTANCE 001-310-0000-4220	2.62
			61727018		CITY YARD LONG DIST (AIMS NETWORK 070-384-0000-4220	2.44
			61727022		CREDIT CARD LINE 001-190-0000-4220	2.44
			61727023		POLICE LONG DISTANCE 001-222-0000-4220	2.49
			61727024		PARK LONG DISTANCE 001-420-0000-4220	2.59
			61727032		CITY HALL LONG DIST 001-190-0000-4220	0.41
					Total :	583.99
104442	1/6/2014	889647 WINZER CORPORATION	4890752		CLEANING SUPPLIES 001-320-0301-4300	350.71
					Total :	350.71
104443	1/6/2014	889681 VILLALPANDO, MARIA	11/30/13 - 12/13/13		FOOD SERVICE WORKER 010-422-3750-4270 010-422-3752-4270	221.25 44.25
					Total :	265.50
104444	1/6/2014	889942 ATHENS SERVICES	DEC 2013		STREET SWEEPING - DEC 2013 001-343-0000-4260	10,100.00
					Total :	10,100.00
104445	1/6/2014	889962 GMS ELEVATOR SERVICES, INC	00071297		ELEVATOR SERVICE - NOV 2013 001-430-0000-4260	129.00
			00071705		ELEVATOR SERVICE - DEC 2013 001-430-0000-4260	129.00
					Total :	258.00
104446	1/6/2014	890360 HERRERA, NINAMARIE JULIA	DEC 2013		COMMISSIONER'S REIMBURSEMENT	

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vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 15
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104446	1/6/2014	890360 HERRERA, NINAMARIE JULIA	(Continued)		001-420-0000-4111	50.00
					Total :	50.00
104447	1/6/2014	890401 ENVIROGEN TECHNOLOGIES INC	0004962-IN	11023	NITRATE REMOVAL SYSTEM LEASE - N 070-384-0857-4600	7,060.18
					Total :	7,060.18
104448	1/6/2014	890487 SEA-CLEAR POOLS	13-1603		VFD ADJUSTMENTS 001-430-0000-4260	235.00
					Total :	235.00
104449	1/6/2014	890553 SMART SOURCE OF CALIFORNIA LLC	1300930		BLUE WATER BILLS STOCK 070-382-0000-4300 072-360-0000-4300 073-350-0000-4300	903.30 903.30 903.31
					Total :	2,709.91
104450	1/6/2014	890740 MORAN, STEPHANIE	12/09/13 - 12/20/13		WATER EXERCISE INSTRUCTOR 017-420-1337-4260	240.00
					Total :	240.00
104451	1/6/2014	890771 TORRES, CAROLINA	11/16/13 - 12/13/13		ZUMBA INSTRUCTOR 017-420-1337-4260	410.00
					Total :	410.00
104452	1/6/2014	890810 SENFTLEBEN, DARIO	11/16/13 - 12/13/13		OUTDOOR FITNESS INSTRUCTOR 010-430-3649-4260	440.00
					Total :	440.00
104453	1/6/2014	890833 THOMSON REUTERS	828497004		LA CLEAR INVEST TOOLS 001-224-0000-4270	137.45
					Total :	137.45
104454	1/6/2014	890834 SPARKLING IMAGE CORP	49025		CAR WASHES - DEC 2013 001-222-0000-4320	105.00
					Total :	105.00
						Page: 15

vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 16
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104455	1/6/2014	890879 EUROFINS EATON ANALYTICAL, INC	L0143795		WATER ANALYSIS - F455686 070-384-0000-4260	164.00
			L0144597		WATER ANALYSIS - F456883 070-384-0000-4260	164.00
			L0145577		WATER ANALYSIS - F457669 070-384-0000-4260	164.00
			L0146363		WATER ANALYSIS - F458848 070-384-0000-4260	164.00
					Total :	656.00
104456	1/6/2014	890981 FAJARDO, JOEL	REIMB.		REIMB - PARKING FEE - LEAGUE OF 001-101-0103-4370	93.00
					Total :	93.00
104457	1/6/2014	890994 PONCE, JOE	DEC 2013		COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111	50.00
					Total :	50.00
104458	1/6/2014	890995 NAVARRO, SAYDITH	DEC 2013		COMMISSIONER'S REIMBURSEMENT 001-420-0000-4111	50.00
					Total :	50.00
104459	1/6/2014	891127 HALL & FOREMAN, INC	2811777	11026	SANITARY SEWER MASTER PLAN DEV 072-360-0000-4600	20,289.90
					Total :	20,289.90
104460	1/6/2014	891134 BECERRA, ADRIANA	11/16/13 - 12/13/13		BODY SCULPT INSTRUCTOR 017-420-1337-4260	45.00
					Total :	45.00
104461	1/6/2014	891164 MUNICIPAL ENERGY SOLUTIONS INC	1061		SECURITY FLOOD LIGHTS FOR REC P 001-390-0410-4300	275.00
					Total :	275.00
104462	1/6/2014	891177 R3 CONSULTING GROUP	7243	11010	CITYWIDE REFUSE CONSULTANT 073-350-0000-4260	2,627.50
					Total :	2,627.50
						Page: 16

vchlist 12/31/2013 2:07:48PM		Voucher List CITY OF SAN FERNANDO				Page: 17
Bank code :		bank				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
104463	1/6/2014	891219 GOSS, JOSEPH P	TRAVEL		CA AQUATIC MANAGEMENT SCHOOL C 001-430-0000-4260	198.80
					Total :	198.80
104464	1/6/2014	891253 SAN FERNANDO SMOG TEST ONLY	3467		SMOG TEST - PK0935 001-320-0000-4260	50.00
			3475		SMOG TEST - PK3325 001-320-0000-4260	50.00
			3479		SMOG TEST - WA8095 001-320-0000-4260	50.00
			3500		SMOG TEST - PD6477 001-320-0000-4260	50.00
			3502		SMOG TEST - PW3989 001-320-0000-4260	50.00
			3508		SMOG TEST - WA4573 001-320-0000-4260	50.00
					Total :	300.00
104465	1/6/2014	891270 SARGSYAN, NAREH	11/16/13 - 12/13/13		PILATES INSTRUCTOR 017-420-1337-4260	120.00
					Total :	120.00
104466	1/6/2014	891305 EATON CORPORATION	38778635	11042	BACK UP BATTERIES FOR COMM CTR 001-222-0000-4300	7,163.00
					Total :	7,163.00
104467	1/6/2014	891307 GREENFIX AMERICA, LLC	4657		REPLACE 3RD STAGE ON CNG STATIO 001-320-3661-4400	856.10
					Total :	856.10
104468	1/6/2014	891317 PCI	16005REVI	11055	EMERGENCY RR & STREET STRIPING: 001-370-0000-4600	3,660.00
			16035	11055	EMERGENCY RR & STREET STRIPING: 001-370-0000-4600	3,790.00
					Total :	7,450.00
104469	1/6/2014	891344 P & E PROMOTIONS	2602		SAFETY VESTS FOR TRAFFIC SIGNAL	
						Page: 17

vchlist		Voucher List				Page: 18	
12/31/2013 2:07:48PM		CITY OF SAN FERNANDO					
Bank code :		bank					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
104469	1/6/2014	891344 P & E PROMOTIONS	(Continued)		001-371-0000-4300	69.76	
					Total :	69.76	
104470	1/6/2014	891345 ASCENCIO, MARIA	558633		REFUND FOR SENIOR VEGAS TRIP 004-2380	40.00	
					Total :	40.00	
104471	1/6/2014	891346 CAMPBELL, AMANDA D	121613		FACE PAINTING @ HOLIDAY TREE LIGH 001-424-1367-4300	150.00	
					Total :	150.00	
104472	1/6/2014	891347 RALPH GODOY PHOTOGRAPHY	12052013		PHOTOGRAPHY SERVICE @ HOLIDAY 001-424-1367-4300	150.00	
					Total :	150.00	
104473	1/6/2014	891348 BEST BEST & KRIEGER LLP	713087		LEGAL SERVICES 001-110-0000-4270	1,036.40	
					Total :	1,036.40	
106 Vouchers for bank code :		bank			Bank total :	329,160.48	
106 Vouchers in this report						Total vouchers :	329,160.48

Voucher Registers are not final until approved by Council.

RESOLUTION NO. 6212

ATTACHMENT "C"

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

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

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

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


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

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

AYES: Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5


NOES: None - 0

ABSENT: None - 0



Mayor, City of San Fernando

ATTEST:



City Clerk

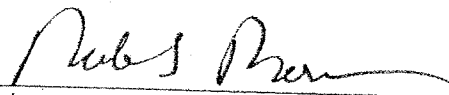
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SAN FERNANDO)

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



City Clerk

APPROVED AS TO FORM:



City Attorney

City of San Fernando Interdepartmental Memo

TO: Margarita Solis, City Treasurer

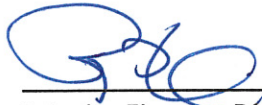
FROM: Fred Ramirez, Interim City Manager
By: Sandra Franco-Rivas, Senior Account Clerk

SUBJECT: Release of Warrants

DATE: December 16, 2013

Due to the lack of a formal City Council meeting on December 16, 2013 the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Finance Director (Copy Attached). Approval is hereby provided:

Approved:



Interim Finance Director

Approved:



Interim City Manager

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Fred Ramirez, Interim City Manager
By: Ismael Aguila, Recreation and Community Services Operations Manager

DATE: January 6, 2014

SUBJECT: Notice of Completion – Virtual Patrol Systems at Park Facilities

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the job as performed by Advanced Electronics, Inc. and consider the work complete; and,
- b. Authorize the Interim City Manager to sign and the City Clerk to file the Notice of Completion (Attachment "A") with the Office of the Registrar-Recorder/County Clerk.

BACKGROUND:

1. On April 2, 2013, the City Council awarded a contract to Advanced Electronics, Inc. for the installation and upgrades of Virtual Patrol Systems at Pioneer Park, Recreation Park, and the San Fernando Regional Pool Facility (Pool Facility) and adopted Resolution No. 7528 for Fiscal Year (FY) 2012-2013 to allocate \$12,000 of Quimby Funds to fund the project.
2. In June of 2013, Advanced Electronics, Inc. completed the upgrades to the Virtual Patrol Systems at Recreation Park and the Pool Facility. The upgrades to Las Palmas Park were to be completed in October of 2013.
3. On October 7, 2013, City Council adopted Resolution No. 7564 to reallocate Quimby Funds for FY 2013-2014 to complete the upgrades to the Virtual Patrol Systems at Pioneer Park.
4. On December 12, 2013, Advance Electronics, Inc. completed all installations and upgrades of Virtual Patrol Systems at all the previously noted City park and pool facilities as required by the agreement (City Contract No. 1707).

Notice of Completion – Virtual Patrol Systems at Park Facilities
Page 2

ANALYSIS:Virtual Patrol Systems Program

The Virtual Patrol Systems Program consists of a series of radio antennas strategically placed around the City that provide live streaming video surveillance cameras back to the San Fernando Police Department (SFPD) station. All of the data is collected via a centrally located main receiver. That data is transported to the SFPD's Communications Center and is available to any police dispatcher working at one of the three workstations. This data is broadcast across the same mesh network and is available to police officers in their patrol cars. This allows police officers, responding to critical incidents, to gather real time intelligence and deploy resources safely and efficiently. The focus of Virtual Patrol Systems Program has always been public safety. For that reason, SFPD selected the City's parks and downtown mall area to be the areas where camera coverage is the heaviest. Currently, Las Palmas Park is operating with the Virtual Patrol Systems Program.

Update Virtual Patrol System Installments/Upgrades

The project upgraded the current network systems for the cameras previously installed at the Pool Facility and Recreation Park and installed a new Virtual Patrol Systems at Pioneer Park.

Budget

The City spent \$7,051 for Virtual Patrol Systems Program upgrades from the Quimby Fund for FY 2012-2013 and \$4,909 from the Quimby Fund for FY 2013-2014. Collectively, the final cost of the project stayed within the estimated cost of \$12,000 that was budgeted over the two fiscal years to complete.

CONCLUSION:

City staff has determined that Advanced Electronics, Inc. completed the project in a timely manner to the satisfaction of the City. Staff recommends that City Council accept the job as performed by Advanced Electronics, Inc. and consider the work complete. In addition, City staff is recommending that the Council authorize the Interim City Manager sign and the City Clerk to file the Notice of Completion with the Office of the County Registrar-Recorder/County Clerk.

BUDGET IMPACT:

There is no budget impact to FY 2013-2014 General Fund. The cost of \$4,909 for the new installation and upgrades to the Virtual Patrol Systems at the Park Facilities was funded entirely from the Quimby Fee Fund (Fund 19) for FY 2013-2014.

ATTACHMENT:

- A. Notice of Completion

EXEMPT FROM RECORDING FEES PER GOVT
CODE SECTION 6103

ATTACHMENT "A"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of San Fernando

Elena G. Chávez, City Clerk
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

1. **NOTICE IS HEREBY GIVEN THAT:** work on the subject project has been completed, and it is recommended that a Notice of Completion be executed and recorded.
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340.
3. **DESCRIPTION OF THE PUBLIC WORK:** Contract #1639 (208 Park Avenue and 828 Harding Ave–Virtual Patrol Systems Installation and Upgrades).
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, state of California, and is described as: 208 Park Avenue and 828 Harding Avenue, San Fernando, CA 91340.
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on January 6, 2014.
6. **NATURE OF OWNER'S INTEREST:** In fee.
7. **NAME AND ADDRESS OF CONTRACTOR:** Advanced Electronics, Inc. 2601 Manhattan Beach Blvd. Redondo Beach, CA 90278.
8. **DECLARATION:** I, Federico Ramirez, duly appointed Interim City Manager of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Federico Ramirez, Interim City Manager
City of San Fernando, California
(City Seal)

Date

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES SS.

Subscribed and sworn to (or affirmed) before me on this 6th day of June, 2014, by Federico Ramirez, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Elena G. Chávez, Notary Public

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ORDINANCE NO. 1630**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, REPEALING ORDINANCE NO. 1617 AMENDING THE SAN FERNANDO MUNICIPAL CODE BY ADDING A NEW DIVISION 3 - RULES OF DECORUM FOR MEETINGS TO CHAPTER 2 AND AMENDING SECTION 1-10 (GENERAL PENALTY; INFRACTION)****RECITALS**

WHEREAS, on June 4, 2012, the City of San Fernando ("City") adopted Ordinance No. 1617, creating Rules of Decorum for City Council meetings to ensure orderly meetings in compliance with the intent of the Brown Act and to avoid disruptions, disturbances and other conduct that impedes the orderly conduct of the City Council meetings; and

WHEREAS, since the City's adoption of said ordinance, the City Council has determined that the restrictions placed on the public commentary at City Council Meetings by Ordinance No. 1617's Rules of Decorum are unnecessary given the value of input from members of the public; and

WHEREAS, the City supports the protections afforded under the First Amendment and does not wish to limit participation by the members of the public in City business unless required to do so by law or necessity; and

WHEREAS, given these considerations, the City desires to repeal Ordinance No. 1617.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and incorporated into this Ordinance.

SECTION 2. Amendment of Code. The City Council hereby repeals Division 3 (Rules of Decorum for Meetings) of Chapter 2 (Administration) of Article II (City Council) of the San Fernando Municipal Code.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance 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. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 5. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando a regular meeting held on 6th day of January, 2014.

Antonio Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance was adopted a regular meeting of the City Council held on the 6th day of January, 2014, and was carried by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Elena G. Chávez, City Clerk

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Fred Ramirez, Interim City Manager
By: Robert T. Dickey, Interim Public Works Director

DATE: January 6, 2014

SUBJECT: Consideration to Extend the Agreement with Hall & Foreman, Inc. for Completion of the Sanitary Sewer Master Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Extend the Agreement for Professional Services with Hall & Foreman, Inc. (Contract No. 1722) for completion of the Sanitary Sewer Master Plan; and
- b. Authorize the Interim City Manager to execute Contract No. 1722 (a) for Professional Services (Attachment "A").

BACKGROUND:

1. On December 18, 2012, the Regional Water Quality Control Board (RWQCB) issued a notice of violation and required action to submit technical and/or monitoring reports to implement a sanitary sewer plan.
2. On September 3, 2013, the City Council approved a professional services contract (Contract No. 1722) with Hall & Foreman, Inc. to provide technical and monitoring reports to develop a Sewer Master Plan. The contract was signed on October 8, 2013, a delay of one month.
3. The Agreement with Hall & Foreman, Inc. expires on December 31, 2013 and they have requested an extension to February 15, 2014.

Consideration to Extend the Agreement with Hall & Foreman, Inc. for Completion of the Sanitary Sewer Master Plan

Page 2

CONCLUSION:

Staff recommends the extension of the Agreement to February 15, 2014 to complete the requirements of the RWQCB. The Board has extended the time period to complete the City Sewer Master Plan to January 31, 2014 (Attachment "B").

BUDGET IMPACT:

Contract No. 1722 was approved for \$176,649 and there is no additional cost for extending the Agreement.

ATTACHMENTS:

- A. Contract No. 1722 (a)
- B. Los Angeles Regional Water Quality Control Board letter dated December 3, 2013

ATTACHMENT "A"
Contract No. 1722 (a)

**AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SAN FERNANDO
AND HALL & FOREMAN INC FOR SANITARY SEWER MASTER PLAN
DEVELOPMENT SERVICES**

This amendment to agreement between the City of San Fernando and Hall & Foreman, Inc. for sanitary sewer master plan development services shall be extended to February 15, 2014, and is made by and between the City of San Fernando ("City"), and Hall & Foreman, Inc. ("Consultant"), is dated January 6, 2014.

RECITALS

WHEREAS, the CITY and CONTRACTOR have entered into that certain AGREEMENT for SANITARY SEWER MASTER PLAN DEVELOPMENT SERVICES date September 3, 2013 (the "Agreement"); and

WHEREAS, the term of the Agreement expires December 31, 2013;

WHEREAS, the parties desire to amend the Agreement to extend the term of service to February 15, 2014;

NOW THEREFORE, the parties hereby mutually agree as follows:

1. The term of the Agreement is hereby extended to February 15, 2014.
2. The parties agree the terms, conditions, and deliverables of the Agreement have not changed and there is no increase in cost for the Agreement time extension.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SAN FERNANDO

HALL & FOREMAN, INC.

Fred Ramirez, Interim City Manager

By:

John C. Hogan, P.E.
CEO/Principal

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Rick R. Olivarez, City Attorney

**RECEIVED**

DEC 09 2013

**ATTACHMENT "B"**MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION**Los Angeles Regional Water Quality Control Board PUBLIC WORKS DEPARTMENT
CITY OF SAN FERNANDO**

December 3, 2013

Mr. Ron Ruiz
Public Works Director
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
CLAIM NO. 7012 3460 0001 6365 9896

**CALIFORNIA WATER CODE § 13267 ORDER TO SUBMIT INFORMATION --
INVESTIGATIVE ORDER NO. R4-2013-0131 – NON COMPLIANCE WITH STATE
WATER RESOURCES CONTROL BOARD ORDER NO. 2006-0003-DWQ; CITY OF
SAN FERNANDO SANITARY SEWER COLLECTION SYSTEM**

Dear Mr. Ruiz:

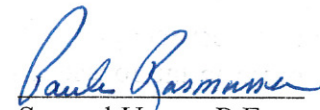
The California Regional Water Quality Control Board, Los Angeles Region (Regional Board), is the public agency with primary responsibility for the protection of ground and surface water quality within major portions of Los Angeles and Ventura Counties, including the City of San Fernando's (Discharger) sanitary sewer collection system.

As part of our effort to protect water quality, pursuant to California Water Code (CWC) § 13267, the Regional Board is evaluating the Discharger's compliance with the State Water Resources Control Board Order No. 2006-0003-DWQ (Statewide General Waste Discharge Requirements for Sanitary Sewer System), also known as the SSS WDR.

The Regional Board requires the information as set forth in the Order to evaluate the discharge of waste (raw sewage) based on the evidence supporting this requirement obtained from a California Emergency Management Agency Hazardous Material Spill Report.

If you have any questions regarding this matter, please call Mr. Andrew Choi at (213) 576-6791 or Mr. Russ Colby at (213) 620-6373.

Sincerely,

for 
Samuel Unger, P.E.
Executive Officer

cc: [via email]
Mayumi Okamoto, Office of Enforcement, State Water Resources Control Board

EDMUND G. BROWN JR.
GOVERNORMATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Los Angeles Regional Water Quality Control Board

INVESTIGATIVE ORDER NO. R4-2013-0131 TO PROVIDE A TECHNICAL OR MONITORING REPORT ON

STATE WATER RESOURCES CONTROL BOARD STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

CALIFORNIA WATER CODE SECTION 13267
DIRECTED TO THE CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CA 91340
(ORDER NO. 2006-0003-DWQ)

The Regional Water Quality Control Board, Los Angeles Region (Regional Board) makes the following findings and issues this Investigative Order No. R4-2013-0131 (Order) pursuant to California Water Code section 13267.

1. The City of San Fernando (City or Discharger) owns, operates, and maintains 40 miles of gravity sewer pipe. Approximately 28 miles of pipes are more than 50 years old, with 30% of the system constructed between 1920 and 1939; and 30% of the system constructed between 1940 and 1959. The Enrollee's sewer system is tributary to the City of Los Angeles' wastewater collection system. The flows are ultimately discharged into and treated at the Donald C. Tillman Water Reclamation Plant (Tillman WRP).
2. On May 2, 2006, the Discharger was enrolled under State Water Resources Control Board Order No. 2006-0003-DWQ *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems* (SSS WDR). The SSS WDR regulates all federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publically owned treatment facility in the State of California.
3. The SSS WDR prohibits any Sanitary Sewer Overflow (SSO) that results in a discharge of untreated or partially treated wastewater to waters of the United States or any SSO that creates a nuisance as defined in CWC Section 13050(m) is prohibited.
4. California Water Code section 13267, subdivision (b)(1) states, in part: In conducting an investigation. . . , the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or, discharging, or who proposes to discharge waste within its region . . . shall furnish, under penalty of perjury, technical or

monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports.

5. On August 6, 2012, Mr. Max Kuker, designated inspector, under contract to the United States Environmental Protection Agency (USEPA), conducted an inspection of the Discharger's collection system.
6. On December 18, 2012, the Regional Board transmitted a Notice of Violation (NOV) which included an inspection report from the August 6, 2012 inspection to the Discharger. The NOV cited multiple violations of the SSS WDR.
7. According to the SSO Database through California Integrated Water Quality System (CIWQS), since January 2007, the Discharger illegally discharged a total volume of 76,370 gallons of sewage during 20 different SSO events.
 - a. Seventeen (17) SSOs totaling 62,755 gallons flowed to a drainage channel and/or surface water.
 - b. Eleven (11) of the Seventeen (17) SSOs totaling 2,300 gallons were discharged to the Pacoima Wash spreading grounds.
 - c. Six (6) of the (17) SSOs totaling 60,455 gallons reached surface water via storm drain channels, Pacoima Wash and Tujunga Wash, which flow into the Los Angeles River.
8. This Order requires the City to prepare and submit technical and/or monitoring reports to provide detailed information on implementing the Discharger's Sanitary Sewer Management Plan in the effort to minimize the impacts of the discharge of waste to a water of the United States and methods to avoid such discharges in the future.
9. The Regional Board requires this information in order to determine if there were any significant impacts to public health and/or the environment, to determine what other actions can be taken to prevent discharges in the future, and to determine dates certain when components of the Sanitary Sewer Master Plan can be implemented as required in the SSS WDRs.
10. The burdens, including costs, of these reports bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The discharge of raw sewage can result in significant impacts on public health and/or water quality. The information is necessary to identify what actions can be taken to prevent discharges in the future and to determine the timeline for implementing projects and plans that will help reduce or prevent the number of SSOs.

11. The issuance of this Order is an enforcement action by a regulatory agency and is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to section 15321, subdivision (a)(2), Chapter 3, Title 14 of the California Code of Regulations. This Order requires submittal of technical and/or monitoring reports and work plans. The proposed activities under the work plans are not yet known. It is unlikely that implementation of the work plans associated with this Order could result in anything more than minor physical changes to the environment. If the implementation may result in significant impacts on the environment, the appropriate lead agency will address the CEQA requirements prior to approval of any work plan.
12. Any person aggrieved by this action of the Regional Water Board may petition the State Water Resources Control Board (State Water Board) to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must *receive* the petition by 5:00 p.m., 30 days after the date of this Order, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at: http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.

THEREFORE, IT IS HEREBY ORDERED that the City of San Fernando, pursuant to section 13267(b) of the California Water Code, is required to submit the following:

1. **Rehabilitation and Replacement Plan by January 31, 2014:** The Rehabilitation and Replacement Plan shall include an assessment of at least 25% of its collection system. The assessment shall be based on closed circuit television (CCTV) inspections and employ a system for ranking the condition of sewer lines. The Rehabilitation and Replacement Plan should identify and prioritize collection system deficiencies requiring repair, rehabilitation and replacement and should incorporate identified sewer repair, rehabilitation and replacement projects into the Capital Improvement Plan (CIP) based on the ranking and resulting prioritization. The Rehabilitation and Replacement Plan should also include a schedule for re-inspection of all gravity sewer lines based on the condition of such lines. The Rehabilitation and Replacement Plan should describe the schedule for regular CCTV inspections through December 2016.
2. **GIS System Upgrade Information by January 31, 2014:** Information on upgrades made to the City's GIS System containing, but not limited to, sewer line depth, diameter, slope and material, invert elevation, manholes and other sewer assets.
3. **System Evaluation and Capacity Assurance Plan (SECAP) by January 31, 2014:** The SECAP shall be developed in accordance with Provision D.13.viii of the SSS WDR and comply with the following requirements:
 - a. The SECAP shall evaluate the performance of the Discharger's collection system under existing and future dry weather and wet weather flows.

- b. The SECAP shall identify segments of the Discharger's collection system with the most extensive infiltration and inflow (I&I).
 - c. The SECAP shall identify any bottlenecks in the collection system which lack sufficient capacity to convey sewage flows through the collection system during peak wet weather conditions. The SECAP shall identify any areas where increases in pipeline size, I&I reduction programs, and increases and redundancy in pumping capacity are needed using commercially available hydraulic computer modeling designed specifically to evaluate collection system hydraulic flow and capacity.
 - d. The SECAP shall include a hydraulic analysis that includes calculations of estimated dry weather wastewater flow and estimated peak wet weather wastewater flow for all sewer lines and all pump stations. Findings of the hydraulic analysis shall be presented on a GIS system map or other database.
 - e. The SECAP shall identify projects designed to eliminate any identified capacity deficiencies and to reduce I&I.
 - f. The SECAP must be reviewed and approved by a professional engineer registered in the State of California.
4. **Capital Improvement Plan by January 31, 2014:** The Capital Improvement Plan (CIP) shall be based, to the extent possible, on the results of the condition assessment conducted pursuant to Paragraph 1 of this Order and the SECAP required above in Paragraph 3. The CIP shall be developed in accordance with Provisions D.13.iv.c of the SSS WDR, including the following:
- a. Projects identified in the SECAP to address capacity deficiencies.
 - b. Projects identified in the SECAP to reduce I&I.
 - c. Repair, rehabilitation or replacement projects identified to address collection system deficiencies detected during the condition assessment.
 - d. Schedule for implementing the projects contained in the CIP.

Each report shall be submitted as a pdf via email or disk (CD-ROM or CD) to Mr. Andrew Choi, 320 W. 4th Street, Suite 200, Los Angeles, CA 90013-2343, andrew.choi@waterboards.ca.gov, (213).576-6791, and submitted by you under penalty of perjury under the laws of the State of California.

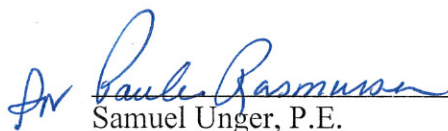
The technical reports are required to be submitted under the California Water Code section 13267 Order. Pursuant to section 13267, subdivision (a) of the California Water Code, any person who fails to submit reports in accordance with the Order is guilty of a misdemeanor.

Pursuant to section 13268, subdivision (b)(1) of the California Water Code, failure to submit the required technical report described above by the specified due date(s) may result in the imposition of administrative civil liability by the Regional Board in an amount up to one thousand dollars (\$1,000) per day for each day the technical report is not received after the above due date. These civil liabilities may be assessed by the Regional Board for failure to comply, beginning with the date that the violations first occurred, and without further warning.

The Regional Board, under the authority given by California Water Code section 13267, subdivision (b)(1), requires you to include a perjury statement in all reports submitted under the 13267 Order. The perjury statement shall be signed by a senior authorized City representative (not by a consultant). The perjury statement shall be in the following format:

"I, [NAME], certify under penalty of perjury under the laws of the State of California that this document and all attachments were prepared by me, or under my direction or supervision, in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

SO ORDERED



Samuel Unger, P.E.
Executive Officer

12-3-2013
December 3, 2013

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RECREATION AND COMMUNITY SERVICES DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Fred Ramirez, Interim City Manager
By: Ismael Aguila, Recreation and Community Services Operations Manager

DATE: January 6, 2014

SUBJECT: Consideration to Adopt a Resolution Authorizing Submittal of a Proposal for Los Angeles Unified School District Beyond the Bell Branch After-School Program Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 7578 (Attachment "A") authorizing the City's submittal of a proposal for Los Angeles Unified School District (LAUSD) Beyond the Bell Branch After-School Program funds; and,
- b. Authorize the Interim City Manager to allocate City staff to prepare and submit a proposal seeking funding from LAUSD's Beyond the Bell Branch After-School Program funds for the provision of after-school programs at schools in the City of San Fernando.

BACKGROUND:

1. In 1993, the After-School Community Enrichment Program (ASCEP) was established at Las Palmas Park in response to a need for a safe environment and quality supervision for children during the critical after school hours. The ASCEP Program was operated by the Recreation and Community Services Department (RCS) and was designed to build the capacity of children to succeed academically and socially. RCS staff incorporated strategies for academic learning through literacy, homework assistance and a choice of enrichment and recreational activities. The After-School Program also provided opportunities for interpersonal skills development to boost the participants' self-image and foster self-esteem.
2. In 1994, the ASCEP received Community Development Block Grant (CDBG) Funds allocated to the City of San Fernando in order operate a pilot program to provide free after-school services at park facilities for children attending elementary schools in the City.

Consideration to Adopt a Resolution Authorizing Submittal of a Proposal for Los Angeles Unified School District Beyond the Bell Branch After-School Program Funds

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3. In 1999, the City, in collaboration with the San Fernando Healthy Start Collaborative and LAUSD, obtained funds through the California After School Learning and Safe Neighborhoods Partnership Program (ASL&SNP) to operate the after school program free of charge at the San Fernando and the O'Melveny elementary schools sites from January 1, 2000 to June 30, 2000.
4. In August of 2001, an amendment was signed by LAUSD to award funds to the City of San Fernando to provide the after-school program at the San Fernando and the O'Melveny elementary schools from July 1, 2000 to December 31, 2000.
5. In 2001, the City received additional funds through ASL&SNP to continue the after-school program at San Fernando and O'Melveny elementary schools and to extend the after-school program to the Gridley and Morningside elementary school campuses. An amendment was signed by LAUSD to fund the after school program until June 30, 2002.
6. In 2001, the after-school program at Las Palmas Park ended because many of the children who were served under this program enrolled into the after-school programs located at their school sites.
7. In 2002, California voters passed Proposition 49. This proposition amended California Education Code (EC) sections 8482–8482.55 to expand and rename the former Before and After School Learning and Safe Neighborhood Partnerships Program to the After School Education and Safety (ASES) Program. The ASES Program funds the establishment of local after-school education and enrichment programs. These programs are created through partnerships between schools and communities to provide literacy support, academic enrichment, and safe, constructive alternatives for students in kindergarten through grade nine (K–9). Funding was designed to provide eligibility to all elementary and middle schools throughout California that submit applications to establish before and after-school programs meeting the requirements defined in the EC.
8. In January 2004, the City of San Fernando and LAUSD entered into an agreement for the purpose of providing the after-school program at the Gridley and the Morningside elementary schools from January 1, 2004 to June 30, 2006.
9. In 2005, the City of San Fernando submitted a renewal application narrative for a three year renewal period of 2006-2009 for the Gridley and Morningside elementary schools. The City was awarded the contract to continue the after-school program until 2009.
10. In 2008, the City of San Fernando submitted a Request for Proposal to continue the after-school program at Gridley, Morningside, O'Melveny and San Fernando elementary schools with an option to renew every year through the end of 2013.
11. In 2011, during the LAUSD financial setbacks, LAUSD decided to take back operations of some of the after-school programs assigned to community agencies. As a result, San

Consideration to Adopt a Resolution Authorizing Submittal of a Proposal for Los Angeles Unified School District Beyond the Bell Branch After-School Program Funds

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Fernando and O'Melveny elementary schools were reassigned to operate under LAUSD's Youth Development Program.

12. On August 5, 2013, the City adopted a Grant Management Policy to establish roles and responsibilities, criteria for evaluating the benefits and costs of grants, the City's policy in complying with Single Audit Act requirements and policies for seeking and managing grant programs.
13. On November 26, 2013, City staff received notification from the LAUSD Procurement Office that a Request for Proposal for After-School Program funds was issued for service providers to establish new After-School Programs and/or re-apply for continuation of existing After-School Programs that will expire on June 30, 2014. The grant deadline for submission is January 9, 2014. (See Attachment "B" for RFP information.)
14. On December 4, 2013, the Parks, Wellness, and Recreation Commission recommended to reapply for the grant and to place the item on the agenda for the next council meeting scheduled for January 6, 2014.
15. On December 12, 2013, the Interim City Manager granted the RCS Department permission to allocate staff time to work the proposal in anticipation of the City Council's consideration of this item at the regular meeting to be held on January 6, 2014.

ANALYSIS:

Project Description

Currently, the City's After-School Program is responsible for planning, implementing and administering safe and effective after-school enrichment programs at LAUSD elementary school sites using the California Department of Education's (CDE) Federal Program Monitoring (FPM) Instrument as a guide to ensure successful program operation. The desired outcome is to create incentives to provide academic and literacy support and safe, constructive enrichment activities for students.

After-school activities are offered to approximately 250 youth at the Gridley and the Morningside elementary schools, Monday through Friday from school dismissal until 6:00 PM throughout the school year. The After School Community Enrichment Program (ASCEP) provides educational enrichment opportunities and interpersonal skills development to boost self-image and foster self-esteem.

The ASCEP program is designed to improve student achievement in reading and literacy, improve school attendance, increase participation in positive after school-activities, and create a positive attitude towards school. It is anticipated that parents of participating students in the program will also increase their involvement in their children's education.

Consideration to Adopt a Resolution Authorizing Submittal of a Proposal for Los Angeles Unified School District Beyond the Bell Branch After-School Program Funds

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Elementary school personnel assist the City of San Fernando to identify and select program participants from the schools. Qualified staff members are assigned to implement the program and continually monitor the progress of the program and program participants for future recommendations. Participating students receive one hour of reading tutorial and/or homework assistance daily. In addition to the literacy and homework assistance activities, youth select interest-based enrichment activities to participate in daily. Interest-based activities may include sports, drama, dance, visual arts and technology club to name a few. Activities rotate on a six-week schedule to allow youth a chance to participate in a variety of activities throughout the year. Furthermore, youth have an opportunity to receive a daily nutritious snack and participate in field trips, community service activities and hear guest speakers periodically throughout the school year.

Program Elements

After-School Program leaders work closely with the school site principal and staff to integrate both components with the school's curriculum, instruction, and learning support activities. The After-School Program consists of two components:

1. An academic and literacy component to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, or science; and
2. An educational enrichment component that may include, but is not limited to, recreation and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health promotion, and general recreation; community service-learning; and other youth development activities based on student needs and interests.

Certificated school personnel provide literacy and math training to City staff working in the After-School Program. In addition, LAUSD Beyond the Bell Branch After-School Program provides risk management training that includes Child Abuse Awareness, Emergency Response and Safety Procedures, as well as Classroom Management and other important policies and guidelines.

Operational Requirements

All City staff members who directly supervise pupils must meet the minimum qualifications of a LAUSD instructional aide and school site principals approve the site supervisors.

The After-School Program must operate immediately upon the conclusion of the regular school day and operates a minimum of 15 hours per week and at least until 6 p.m. on every regular school day.

Evaluation Criteria

LAUSD is responsible for the annual evaluation of the City's After-School Program. After-school programs are required to submit annual student outcome data from evaluations, which are conducted by LAUSD. Outcome data must include measures for academic performance, attendance, and positive behavioral changes. The California Department of Education may

Consideration to Adopt a Resolution Authorizing Submittal of a Proposal for Los Angeles Unified School District Beyond the Bell Branch After-School Program Funds

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consider the results of these evaluations when determining eligibility for a three-year grant recertification.

Project Source of Funding

If the City of San Fernando is awarded the contract with LAUSD then funding for this contract will be provided as part of the 21st Century Community Learning Centers CFDA 84.287, Federal Grant ID # 19-07-14349-6473-4A (the Grant). These Federal funds are passed onto to the City for operation of the After-School Program through the California Department of Education. Pursuant to the Grant, each consultant selected hereunder would be paid a fixed-unit rate cost of approximately \$5.40 per student, per day for elementary school programs. It is City staff's assessment that the Grant will provide approximately \$245,000 per year to operate programs at Gridley and Morningside elementary schools (Attachment "C"). These funds will cover 100% of personnel and operational expenses to run the After-School Program.

CONCLUSION:

In light of the foregoing analysis, City staff is recommending that the City Council adopt Resolution No. 7578 authorizing the City's submittal of a proposal for LAUSD Beyond the Bell Branch After-School Program funds. In addition, City staff is requesting Council authorization for the Interim City Manager to allocate additional City staff time to finalize and submit the proposal to solicit funding from the LAUSD Beyond the Bell Branch After-School Program for the provision of After-School Programs at schools in the City of San Fernando. This after school program will continue to provide a safe environment and quality supervision for children in the City during the critical after school hours.

BUDGET IMPACT:

There will be no impact to the FY 2013-2014 General Fund beyond the use of City staff time to prepare and submit the Grant proposal. If the City is successful in its Grant proposal and is able to secure Federal funds under the LAUSD Bell Branch After-School Program then said monies will cover the ongoing expenses for the upcoming five years of the After-School Program's operation.

ATTACHMENTS:

- A. Resolution No. 7578
- B. ASCEP Request for Proposal
- C. Grant Summary Form

ATTACHMENT "A"**RESOLUTION NO. 7578****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO AUTHORIZING THE SUBMITTAL OF A
GRANT PROPOSAL FOR THE LOS ANGELES UNIFIED
SCHOOL DISTRICT BEYOND THE BELL AFTER-SCHOOL
PROGRAM FUNDS.**

WHEREAS, the Los Angeles Unified School District (LAUSD) has been awarded State and Federal funds for providing after-school programs through the Beyond the Bell Branch (BTB), for an initial term of three (3) years with two (2) on-year option periods, commencing July 1, 2014; and

WHEREAS, the City of San Fernando wishes to apply for LAUSD after school program funds in order to continue providing said services in schools in the City of San Fernando; and

WHEREAS, it is necessary that the City of San Fernando City Council approve the submittal of the proposal for the LAUSD after-school program funds; and

WHEREAS, it is necessary that the City of San Fernando City Council authorize the Interim City Manager to sign the proposal and take any actions associated with the future award of funds and signing of the contract for LAUSD after-school program funds on behalf of the City of San Fernando,

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

SECTION 1. Authorize City staff to submit a proposal for LAUSD Beyond the Bell Branch After-School Program Funds.

SECTION 2. Authorize the Interim City Manager to sign the award of contract and all documents necessary to accompany said contract, including all amendments to said contract.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 6th day of January, 2014.

Antonio Lopez, 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 6th day of January, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"

LOS ANGELES UNIFIED SCHOOL DISTRICT



REQUEST FOR PROPOSALS (RFP) NO.: 2000000050

AFTER-SCHOOL PROGRAMS

ISSUED: NOVEMBER 26, 2013

Los Angeles Unified School District

Procurement Services Division

DR. JOHN E. DEASY
Superintendent of Schools

MICHELLE KING
Sr. Deputy Supt, School Operations

ENRIQUE BOULLT
Chief Operating Officer

GEORGE SILVA
Chief Procurement Officer



REQUEST FOR PROPOSALS LETTER

Date: November 26, 2013

Attention: Proposers

Subject: REQUEST FOR PROPOSALS (RFP) NO.: 2000000050
AFTER-SCHOOL PROGRAMS

The Los Angeles Unified School District (the "District" or "LAUSD") seeks proposals from firms to provide **After-School Programs** at elementary, middle, and/or high schools as delineated in the Statement of Work (SOW). Beyond the Bell (BTB) coordinates the After-School Programs for K-12 students throughout the District.

The intent of this comprehensive RFP is to create a pool of after-school providers whose eligibility for contract award will remain valid for 5 years commencing on July 1, 2014. The District intends to award multiple master contracts for the subject services as grants are awarded to the District from governmental and private funding sources for the next 5 years. With each grant the District will review responses to this RFP, and in its sole and absolute discretion, make choices for service providers for specific schools wishing to:

- (a) Establish new After-School Programs and/or**
- (b) Re-apply for continuation of existing After-School Programs that will expire on June 30, 2014.**

It is recommended that existing contractors submit their proposals in response to this solicitation. The District reserves the right to issue new RFPs for After-School Programs in the future.

Any Proposer who is awarded a contract under this RFP and has a "pre-existing" contract with BTB whose end date goes beyond June 30, 2014, shall have their "pre-existing" contract incorporated into the new agreement.

The District reserves the right to issue addenda to this RFP, for among other reasons, to meet funder, state or federal requirements not covered herein, as those requirements may be added or confirmed by those government agencies.

Proposers responding to this RFP: You are requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of a contract resulting from RFP No. 2000000050, on a Fixed-Unit Rate basis with a Not-to-Exceed contract amount. The resulting contract(s) will have an initial term of three (3) years with two (2) one-year options periods, to be exercised at the District's sole discretion.

For purposes of responding to this RFP, proposers may assume payments through the District will be **\$5.40 per Elementary School student per day, \$4.87 per Middle School student per day and as high as \$8.20 per High School student per day. The rates per student, per day paid for High School may be as low as \$6.80 per High School student per day – the variance will depend on each school's participation in District-initiated programs. These rates are not negotiable.**

All firms selected via this RFP process must have a California Department of Justice Originating Agency Number (ORI). Firms not already registered with an ORI number, and selected via this RFQ, may have a delay in the contract award until such time as the ORI number is received.

SCHOOL-FIRM MATCHING/ASSIGNMENT PROCESS

The qualified firms shall be matched and assigned to a school based on the following procedure.

School principals shall be provided with the list of qualified firms. Copies of the qualified firm's Declaration Letter (see page 13 of the Proposal Submittal Requirements) will be distributed to the school principals. From the declaration letter, the school principals will know the selected firm's programs and qualifications, and the communities and grade levels that the firm intends to serve. Also, they will be given copies of the qualified firm's latest CDE Annual Attendance Report ("dosage") or equivalent, and latest STAR testing improvement rate report or equivalent.

Based on the above information, the school principals shall name their preferences (up to three firms). Beyond the Bell will match and assign the qualified firms with the participating schools taking into account the firm's capacity to serve one or more schools based on the firm's response to Form #9 - Budget on page 48.

PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS

Complete Proposals must be delivered to the District's Office, in a sealed envelope or package, by mail or hand delivered to the address below by **2:00 p.m.** on Thursday, **January 9, 2014.** Proposals received later than the above date and time may be rejected and returned to the Proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal package by the District employee at the District office below.

Interested Proposers are directed to submit:

- One (1) original hard copy of the Proposal in a three-ring binder;
- One (1) original **"scan ready"** hard copy of the Proposal (no binder, no staples, no tabs, etc.); and
- Six (6) copies of the Proposal on CD-ROMs (contents must be all-inclusive and identical to the original/hard copies).

All CD-ROMs must be labeled with the Proposer's name and the RFP#, 2000000050, and each submitted in a case or CD envelope.

The original proposal shall be clearly labeled "original". Failure to comply may result in a rejected proposal. Proposals are to be submitted to:

Los Angeles Unified School District
Contract Administration Branch
333 South Beaudry Avenue, 28th Floor
Cubicle: 28-155-5
Los Angeles, California 90017
Attention: Alma D. González

PRE-PROPOSAL CONFERENCE

A Non-mandatory Pre-Proposal Conference will be held on December 11, 2013 at 10:30 A.M., in the Board Room (ground floor level) at LAUSD Headquarters at 333 S. Beaudry Avenue, Los Angeles, CA 90017. Attendance is not mandatory; however, all prospective Proposers are urged to attend. Please be prompt and allow time for security check-in. Photo I.D. will be required. (Note: The District does not validate parking.)

GROUND RULES AND ASSUMPTIONS

The ground rules and assumptions for this procurement are as follows:

1. The contract will be a Fixed-Unit Rate with a Not-to-Exceed contract amount. Contractor will be paid based on a formula that includes: actual daily attendance, benchmarks, and frequency of student attendance (proportion of students attending on a consistent basis). BTB reserves the right to modify the payment formula.
2. The Period of Performance shall be an initial term of three (3) years with two (2) one-year option periods, commencing July 1, 2014.
3. NO OBLIGATION TO ENTER INTO CONTRACT – The District reserves the right to reject a firm, as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price/fees, terms and conditions, or a failure of the firm to satisfy any of the final requirements necessary to do business with the District.

4. **Be advised that the District makes no guarantees that your firm will be assigned to any or all schools of your choice. Also, any firm that contacts a school directly to create a partnership before their response to this RFP and a contract is awarded will forfeit their right to receive a contract under this RFP.**
5. MODIFICATIONS AND ALTERNATIVE PROPOSALS - The Proposer shall submit its basic proposal in strict conformity with the requirements of the RFP Document. Proposers' are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined sufficiently significant to cause its rejection.

Proposers' submitting conforming proposals may submit alternate proposals to this RFP as complete "separate" offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate Proposal. Oral, telegraphic, or telephonic proposals and/or modifications will not be considered. Alternative proposals will not be part of the evaluation process unless otherwise noted.

6. RESERVED+
7. EXPENSES - Travel is not applicable and shall not be reimbursed in the resulting contract.
8. Any and all costs arising from this RFP process incurred by the Proposer shall be borne by the Proposer, without reimbursement by the District.
9. COMMUNICATIONS WITH THE DISTRICT - All communications with the DISTRICT regarding this procurement shall be governed by the DISTRICT'S Contractors Code of Conduct as referenced herein as Attachment B.

All communications regarding this RFP between potential Proposers and the staff of the DISTRICT and consultants engaged by the DISTRICT shall be addressed only to the Contract Analyst identified in the Request for Proposal Letter. At no time "PRIOR" to the DISTRICT'S Board Secretariat's posting of the Board Report for the contracts to be approved, shall Proposer(s) contact DISTRICT officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. To do so may subject the Proposer to disqualification.

10. Proposers should use best efforts to comply with the Small Business Enterprises (SBE) Utilization Program 25% goal, but are required to submit the SBE Utilization Report that is included as part of Attachment C. If your firm is a non-profit entity, please disclose it in your SBE Utilization Report submission. See Attachment C to this RFP for additional information regarding the District's SBE Utilization Program.
11. Proposers are advised that placement on the pool of pre-qualified after school providers does not guarantee contract award and should not be construed as making successful firms the exclusive providers.

KEY EVENTS SCHEDULE

The anticipated schedule for completion of this Procurement is shown below. The dates are subject to change.

Milestone	Date
RFP Release	November 26, 2013
Pre-Proposal Conference	December 11, 2013, 10:30 A.M. (PST)
Deadline for Final Written Questions	December 13, 2013 (4:00 P.M.-PST)
Proposal Due Date	January 9, 2014, 2:00 P.M. (PST)
Board of Education Approval Date	April 8, 2014
Contract Start Date	July 1, 2014

COMMUNICATIONS

All communications PRIOR TO AND AFTER THE PROPOSAL DUE DATE of January 9, 2014, including Small Business Enterprise (SBE) issues, shall be in writing and submitted via email directly to the Contract Administrator identified below. Verbal inquiries shall not be accepted.

Los Angeles Unified School District
 333 South Beaudry Avenue, 28th Floor
 RFP No.: 2000000050
 Los Angeles, California 90017
 Attention: Alma D. González
 Phone: 213.241.0333
 Email: alma.d.gonzalez@lausd.net

FINAL QUESTIONS:

Final questions regarding this Procurement shall be submitted by **4:00 P.M. on December 13, 2013**. Questions shall be in writing and submitted directly to the Contract Administrator identified above. If Proposer submits more than five (5) questions, Proposer shall submit the questions in a word format document as an attachment and e-mail it to the Attention of the Contract Administrator alma.d.gonzalez@lausd.net.

The District appreciates your interest in this procurement.

Sincerely,

Los Angeles Unified School District

Alma D. González
 Assistant Contract Administration Manager
 Contract Administration Branch

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000050
AFTER-SCHOOL PROGRAMS

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LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000050
AFTER-SCHOOL PROGRAMS

EVALUATION CRITERIA**EVALUATION AND SELECTION**

The Proposal evaluation period shall close upon the District's completion of its review and evaluation of Proposal Documents. The District shall not give notice to the Proposers of the close of the Proposal evaluation process.

Proposals shall be evaluated for responsiveness to the requirements of the RFP and on the responsibility of the Proposer. A proposal shall be considered responsive if it complies in all material respects to the requirements of the RFP document. Refer to Instructions to Proposers IP-11, for the definition of responsibility. A Proposal not meeting the requirements may be rejected as being non-responsive and/or non-responsible.

EVALUATION

Any Contract resulting from this RFP shall be awarded to that responsible and responsive firm.

Proposals shall be evaluated in the following order:

PHASE I EVALUATION - Minimum Qualification Review: The District shall perform an initial responsiveness review to determine compliance to the RFP administrative requirements and the minimum qualification requirements as defined herein and notify all disqualified Proposers. Proposers that are deficient in meeting the minimum qualifications at the time of Proposal submittal shall be deemed non-responsive to this RFP and no further consideration shall be granted.

PHASE II EVALUATION – Technical Evaluation: Proposals that meet the Phase I Minimum Qualification Requirements shall be evaluated based on the Phase II evaluation criteria herein. At the option of the District, Proposers may be invited to give a clarification interview with the District regarding proposed services as an additional step in the Phase II process. Evaluation of the clarification interview will be incorporated into the Phase II process. A "competitive range" (short list) shall be established. Firms in the competitive range will be selected for the school-firm matching process. The District will notify the firms if they are selected or not. The evaluation process ends at this point.

BASIS FOR CONTRACT AWARD

Subject to the provisions herein, any contract award will be made to the highest scored firms, whose proposal is responsible and responsive to the requirements of the RFP. However, placement on the eligibility pool of after-school providers does not guarantee that selected firms will receive any contract from the District.

MINIMUM QUALIFICATIONS REVIEW – PHASE I

Proposers must meet the minimum qualification requirements listed below at the time of the RFP submittal:

1. The firm and/or subcontractor must have at least two years of experience operating comprehensive academic and educational enrichment after-school programs at a K-12 school. See “Submittal Requirements, C, Firm Experience, Pages 13 and 14.”
2. The Project Manager (individual who will be principally responsible for the firm’s performance) must have at least two years of experience running a comprehensive academic and educational enrichment after-school programs in a K-12 school. In addition, the Project Manager must have experience operating in a major urban community and understand the community’s diverse needs. See “Submittal Requirements, G, Staffing, Page 18.”
3. The firm certifies that if selected, it will have access to and maintain current technology that allows them to interface with District and collaborating agencies to prepare and transmit the reports required for this program.
4. The firm certifies that if selected, it will be able to maintain its program for at least four months before it receives any funding from the District and have a funding source other than the District of at least 15% of its proposed budget for the after-school programs.
5. The firm must demonstrate it has the ability to receive Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) Reports for Live Scan Fingerprinting Clearances of prospective employees. If firm has ORI (Originating Agency Number), please provide such in the Volume I, Technical Proposal, and Cover Letter.

EVALUATION CRITERIA: TECHNICAL EVALUATION – PHASE II

The proposer shall be evaluated on the following criteria, detailed below: Points

A. Firm Experience.....	35 points
B. Program Components.....	35 points
C. Budget and Funding Sources.....	10 points
D. Staffing	10 points
E. Community Partnerships and Relations.....	10 points

Total Points: 100 points

A. Firm Experience (35 Points Maximum)

The firm’s experience shall be evaluated according to the following sub-criteria listed below. The sub-criteria are of equal importance.

1. The proposer shall be evaluated for its experience in operating an after-school program at peak attendance and its ability in raising student scores, its experience in serving students from target groups such as English language learners, Special Needs students or students attracted to gangs, and its plan in raising attendance and meeting its attendance goals.

2. The proposer shall be evaluated based upon the school principal's feedback specifically on program management, program effect on student scores and generating attendance.

B. Program Components (35 Points Maximum)

The firm's program components outlined in the proposal shall be evaluated in accordance with the following sub-criteria listed below with each being given equal importance:

1. The proposer shall be evaluated for its program plan to provide the Academic Enrichment, Educational Enrichment, and physical fitness/recreational activity components of the Statement of Work, and its curriculum to provide a well-rounded program. **If the firm is proposing an off-site program, does the firm have a safe, feasible, and accessible program plan?**
2. The proposer shall be evaluated for its marketing plan to achieve maximum after-school attendance, its special strategies to retain students, and its plan to attract English Learners.
3. The proposer shall be evaluated for its needs assessment plan on the student population and the community to produce a responsive and effective after-school program.
4. The proposer shall be evaluated for its evaluation plan to collect data, interpret results, improve its program and disseminate the findings.
5. The proposer shall be evaluated for its ability to demonstrate readiness to operate a comprehensive after-school program that entails the utilization of staff and technical resources, including provision of identifying clothing for its staff.

C. Budget and Funding Sources (10 Points Maximum)

The firm's budget and non-District funding sources shall be evaluated in accordance with the following sub-criteria with each being given equal importance:

1. The proposer shall be evaluated for its budget plan demonstrating financial stability, and its ability to maintain programming at each site for at least 4 months without District funding support.
2. The proposer shall be evaluated for its ability to obtain funds from other sources other than the District including the time period during which the firm expects those funds to be available.

D. Staffing (10 Points Maximum)

The firm's staffing shall be evaluated by the following sub-criteria with each being given equal importance:

1. The proposer shall be evaluated for its Project Manager demonstrating the qualifications and experience in operating an after-school program, and its staff for defined roles and responsibilities to produce a successful operation of the program.

2. The proposer shall be evaluated for its recruitment plan, retention plan, supervision and safety-training plans to provide qualified staff to the program, and its strategies for professional development.

E. Community Partnerships and Relations (10 Points Maximum)

The firm's community partnerships and relations shall be evaluated by the following sub-criteria. The first sub-criterion will have 5 points maximum and the rest will have 2.5 points maximum.

1. The proposer shall be evaluated for its experience in community partnerships and collaborative activities, its plan to involve parents, private sector, community and governmental agencies in the performance of the program.
2. The proposer shall be evaluated for its strategies to build community and private sector partnerships resulting in long term sustainability of the program.
3. The proposer shall be evaluated for its ability to commit these community partners to its program, provide additional resources and matching funds.

END OF EVALUATION CRITERIA

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000050
AFTER-SCHOOL PROGRAMS

PROPOSAL SUBMITTAL REQUIREMENTS**SECTION I****CONTENTS OF PROPOSAL****1.0 GENERAL FORMAT OF PROPOSAL**

The original hard copy proposal shall be submitted unbound on single-sided 8 ½" x 11" papers in a three-ring binder. Typing shall be single-spaced and with a minimum font size of ten. Also, Proposers are to submit their proposals on a CD-ROM. The CD must be in labeled and in a jewel case. Use of 11" x 17" foldout sheets should be limited. Elaborate format is not necessary. Do not provide promotional or advertising information.

Proposer shall submit:

- One (1) original hard copy of the Proposal in a three-ring binder;
- One (1) original **"scan ready"** hard copy of the Proposal (no binder, no staples, no tabs, etc.); and
- Six (6) copies of the Proposal on CD-ROMs (contents must be all-inclusive and identical to the original/hard copies).

All CD-ROMs must be labeled with the Proposer's name and the RFP#, 2000000050, and each submitted in a case or CD envelope.

The original proposal shall be clearly labeled "original". Failure to comply may result in a rejected proposal.

2.0 PROPOSAL CONTENT

The Proposal shall have the following components and shall be laid out in the format exactly as shown here.

VOLUME I – TECHNICAL PROPOSAL**A. COVER LETTER**

The cover letter shall not exceed three (3) single pages and shall be signed by an authorized representative of the proposing firm. The summary shall cover the following:

- a. Briefly summarize your understanding of the requested services.
- b. Discuss the firm's specific role and present the firm's relevant qualifications for performing that role. Identify the names, address, affiliation, e-mail, and

telephone number and fax number of the key contact person(s) for both prime and sub-contractor.

- c. Proposer shall acknowledge acceptance of all terms and conditions of the District's Master Contract (Attachment A) and insurance requirements unless otherwise noted.
- d. Proposer shall (1) indicate in cover letter, SPECIFIC compliance to the requirements as listed in the minimum qualification requirements section and (2) indicate which requirement(s), if any, Proposer may not comply with. In addition, proposer shall specify how compliance was achieved and submit documentation to validate that experience. Please reference page and section number of your proposal to validate compliance.
- e. Proposer shall address any problem(s) that they envision to be associated with achieving the SOW and cite specific suggestions for avoiding or mitigating these problems.
- f. Disclosure of Litigation: Each Proposer (and each subcontractor/joint venture included in the Proposer's Proposal) shall include a complete disclosure of any civil litigation, arbitration, or proceeding to which it is a party and which is pending or was concluded within one year from the date of this RFP. THIS REQUIREMENT IS A CONTINUING DISCLOSURE REQUIREMENT. Any such litigation, arbitration, or other proceedings commencing after submission of a Proposal shall be disclosed in a written statement to the Contract Administration Analyst within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Proposer shall address any problem(s) that they envision to be associated with achieving the SOW and cite specific suggestions for avoiding or mitigating these problems.

B. DECLARATION LETTER

Submit a one-page letter that provides your firm's general statement of qualification. The statement of qualification should identify your program, and the communities and grade levels that your firm intends to serve. Please note that this separate letter will be distributed to schools eligible for grant funding and will assist those schools in the selection of an agency partner to provide after-school programming.

Be advised that the District makes no guarantees that your firm will be assigned to any or all schools of your choice. Also, any firm that contacts a school directly to create a partnership before their response to this RFP and a contract is awarded will forfeit their right to receive a contract under this RFP.

C. FIRM EXPERIENCE

The District is interested in working with firms that have the capability and commitment to build long-term, high quality programs at BTB's participating schools. Our goal is to ensure that students and families have ongoing, uninterrupted services within and beyond the term of any single grant.

BTB is particularly interested in programs that are highly visible, attractive, and accessible, to children and young people with diverse backgrounds and needs. We strongly favor programs that operate at full attendance capacity.

1. Provide a narrative discussing your experience in operating after-school programs at peak attendance and raising student scores. Be sure to include the following in your narrative:
 - a. Your firm's experience in serving students from groups which you might be required to target, e.g. English Language learners, special needs students, students attracted to gang activities;
 - b. A discussion of how your firm has demonstrated its effectiveness in meeting attendance goals for programs you have run.
2. Provide three (3) reference letters – See item K, “**Reference Letters,**” **Pages 19-20.**

D. PROGRAM COMPONENTS

The purpose of BTB After-School Programs is to provide students of all ages with academic enrichment (e.g. language arts, mathematics, science, and/or social science), educational enrichment and physical education/recreational activities in safe and nurturing environments with the expectation to help them succeed socially and academically. The District's Board of Education has emphasized the needs of English language learners, especially in schools with a high percentage of immigrants.

Children and young people in our programs have opportunities to build new skills through learning experiences that they find both challenging and interesting. Learning activities that are aligned with student interests and designed to target each student's developmental level will be favored in the evaluation of firm's proposals.

Each proposer shall provide a detailed description of their proposed academic enrichment and educational enrichment activities following the structure below.

1. Describe the after-school program that you would like to propose for a BTB school. Choose your most preferred audience for this scenario: elementary, middle or high school. If you wish to serve an elementary or middle school population, assume services are for 75 students at a traditional calendar school. If you wish to serve a high school, assume the program services are for 100 students. In your description make sure to address the program components using the following questions as a guide. Note: BTB may request changes to this plan upon award of a contract if your firm is chosen to provide services.
 - a. Discuss typical activities for each of the program components that you will implement in your after-school program. See the Statement of Work for specific requirements.

- b. Each after-school service firm must provide on a daily basis at least 3 hours of academic enrichment, educational enrichment and physical education/recreational activities. How will you meet this requirement?
 - c. How will each component support academic achievement and school success?
 - d. Discuss how your firm plans to incorporate youth development principles in the design and delivery of your program.
 - e. Discuss your firm's approach in developing programming services for a specific site.
 - f. Attach at least one sample curriculum for the academic enrichment component of your proposal.
 - g. Attach at least one sample curriculum for the educational enrichment component of your proposal.
 - h. Attach at least one sample curriculum for the physical education/recreational component of your proposal.
2. Will you be offering your services off-school grounds? If yes, then you must address the following:
- a. Describe the off-site location and facility and provide its full street address.
 - b. How will you provide safe transportation between the school and off-site location?
 - c. What protocols will you follow to ensure a safe learning environment?
 - d. How will you ensure communication between regular school day faculty and your staff?
 - e. How will you ensure that high attendance rates will be achieved and maintained?
 - f. Show how the program is at least as available and accessible as similar programs conducted on school sites.
 - g. Show that your offsite program will comply with all the statutory and regulatory requirements that are applicable to programs conducted on a school site.

3. Describe your firm's plan to market your program to students. Address the following:
 - a. How will your firm collaborate with the school, BTB and other partners in achieving maximum after-school attendance in your BTB programs?
 - b. What activities will your firm use to retain students who have enrolled? Be sure to address special strategies for those students who may be most in need of services but who may be reluctant to participate in after-school programs.
 - c. How will your firm market your program to, and attract, English-language learners, in particular?
4. Discuss your firm's needs assessment plan for a school/community that you are interested in serving or are currently serving using the following parameters. To have a responsive and effective program, services must be linked to the needs of a target population in a given site and their community. Address the following:
 - a. How do you assess needs relating to your student population?
 - b. How do you assess needs of the community (e.g., impact of county welfare reforms, crime and safety issues, inter-cultural tensions and attitudes, immigrant attitudes on education etc.)?
 - c. How does the identification of the community needs help you refine your menu of programming services to after-school youth? How do you reconcile student population needs with those of the community within your proposed programs?
 - d. What sorts of assessment tools do you use—surveys, focus groups, literature searches, etc.?
 - e. Do you assess parents, teachers, local businesses and other community members as part of a holistic approach in involving and determining services for the community?

How, if at all, have you used the California Safe Schools Assessment and the California Healthy Kids Survey (middle grades) and school plans such as the Single Plan for Student Achievement, Focus on Learning, School Site Plan, or Healthy Start Plan as part of your overall strategy to assess need?
 - f. Give examples of how you have worked collaboratively with your community partners to assess students' needs.
5. Note that your program will be evaluated at the federal, state and District levels according to the implementation and outcomes of your program as described in this RFP and the grant guidelines. As a requirement of

LAUSD's Research and Planning Division, BTB currently implements a bimodal evaluation strategy to assess services. First, firms are assessed on qualitative components of a good after-school program implementation based on BTB's site observation protocol. Second, firm performance is gauged on quantitative outcome data focused on student achievement, attendance, and behavioral changes.

In order to take part in this bimodal process, your firm will need to have the understanding, capability and resources for evaluation activities including training, data collection and self-reflection.

- a. Discuss your firm's evaluation plan addressing the following:
 - What assessments, whether internally or through third-party evaluators, do you typically conduct to supplement the overall BTB evaluation of your programs?
 - Do you have experience collecting data? Explain specifically who collects your data, the types of data collected, etc.
 - How do you handle and interpret evaluation results?
 - b. In reviewing past evaluation results, tell us about how you have used these results to identify your firm's strengths and weaknesses and how you have applied this information to improve your program.
 - c. Discuss how you disseminated your evaluation results to all stakeholders of your after-school program. How will you do so for the program you propose?
6. Identify all proposed subcontractors.

E. BUDGET & FUNDING SOURCES

Budget requirements will be set upon award of a contract to firms and will be dependent on funder requirements, as well as LAUSD requirements. State block grants are awarded generally to recipients on the basis of a formula that determines a maximum fundable cap amount of students at each school site. Programs are required to run every day of the school year on either the traditional or year-round calendar of the particular school.

Proposers are required to demonstrate financial stability, including the ability to maintain programming at each site for at least 4 months without funding from any BTB contract. This is to ensure stability of programming in the event of any temporary disruption of funding streams from funding sources. Therefore each proposer is required to address the following:

1. Discuss your firm's budget plan and demonstrate your financial stability. Describe and document (give dollar values) in-kind resources as well as other fiscal support that you have developed or plan to develop to enhance your after-school program. Identify any funding that will be contributed on either an in-kind or cash basis, and be certain to explain how it will be used in your

program. Private funds or in-kind contributions from firms demonstrate community support and strengthen your proposal. **In other words, the budget you present may come to more than the \$5.40 per Elementary School student per day, and/or more than \$4.87 per Middle School student per day and/or more than \$6.80 - \$8.20 per High School student per day (As detailed in the RFQ letter, rates per student, per day paid for High School Programs may vary based on individual school's participation in District initiated programs.).** Firm must document what portion of budgeted funds you plan to pay with grant funding (through the District) and what portion will be covered through other resources.

2. Provide any documentation that would substantiate your ability to obtain program funds from sources other than the LAUSD. For all sources of funding other than the LAUSD, indicate the period of time during which you would expect those funds to be available to you.

F. STAFFING

A well-staffed program is critical to establishing an environment that provides individual attention to each student's needs, supports good relationships, and supports engaging, enriching and safe services. Note that state grants generally require a 20:1 staff-to-student ratio.

1. Provide the resume of the Project Manager, the individual who would be principally responsible for ensuring your firm's performance. Identify the staff that will be part of the team, defining their roles and responsibilities. Provide an organizational chart.
2. Discuss your staffing philosophy and goals for choosing staff for an after-school program. In this context, please make sure to address the following:
 - a. What does a general site staffing configuration look like?
 - b. Discuss your recruitment plan. How and where do you recruit staff?
 - c. Do you employ certificated teachers as part of your after-school staff?
 - d. What are your strategies for professional development and for staff retention?
 - e. Discuss your retention plan. What efforts do you make to retain qualified staff?
 - f. Describe your supervision and safety training plans.

G. COMMUNITY PARTNERSHIPS AND RELATIONS

Successful after-school programs are enhanced by, and benefit from, extensive community and private sector partnerships that support local schools. Partnerships not only provide resources for implementation of programming, but also build capacity for long-range sustainability of programs.

Firms contracted by BTB will coordinate program development and implementation with (1) the school staff (administrators, teachers and other staff such as custodians); (2) other after-school programs in the neighborhood; (3) community based organizations; (4) governmental agencies (like law enforcement); (5) the private sector; (6) parents, and (7) students. The goal is to ensure that all stakeholders are involved in shaping and maintaining continuous program improvement.

1. Describe your firm's past experience in these kinds of community partnerships and collaborative activities. Discuss how your firm plans to involve parents and community members in the planning and delivery of your program. How will you identify and connect with, or transition from, existing after-school programs at a school or in the community to provide a unified, integrated system of services for children and youth? Demonstrate community involvement with a specific school program at multiple sites.
2. Explain your plan for community/private sector partnership building strategies that will be used for BTB programs. Explain what efforts will be made to involve these partners in creating a sustainability plan to maintain and possibly enhance program services in the future.
3. Submit copies of whatever documentary evidence you have (letters, Memoranda of Understanding (MOU), etc.) for each partner listed on your Form #6 (Existing City-wide Community Organizations and Private Sector Partners of your Firm). It is imperative to the success and quality of your program to have matching funds.

H. REQUIRED FORMS

Complete and submit the required forms (**Forms #1 through #10** – pages 40 through 49).

I. REQUIRED REPORTS

1. Submit your firm's latest CDE annual attendance report or equivalent.
2. Submit your firm's latest California State Testing (CST) improvement rate report or equivalent.

J. FIRMS'S REQUEST FOR PROPOSAL

If the Firm fails to execute the program as stated in their Request for Proposal (RFP), the District reserves the right to terminate their contract.

K. REFERENCE LETTERS

Provide three (3) reference letters for similar services for school partners. Each letter must be dated within the last six (6) months AND on the reference school's stationery/letterhead AND must be signed by the school's principal. Each reference shall include a point of contact, a phone number, date of original contract, end date of the contract, and number of students. Each reference letter must answer the following questions:

- 1) How has agency collaborated with school community to develop a comprehensive after-school program?
- 2) Has agency implemented their advertised and/or proposed program?
- 3) Has agency demonstrated the ability to sustain a comprehensive program?
- 4) Has agency demonstrated the ability to maintain a well-staffed and well-trained workforce?
- 5) Has the agency demonstrated the ability to provide services that are safe and accessible to all students?
- 6) Please describe the types of activities this agency has provided your students.
- 7) How satisfied are you with the agency?
- 8) Has the agency met your expectations?
- 9) Provide feedback of the firm's performance particularly in regard to the quantitative details of program management, program effect on student scores and generating high attendance in after-school program(s). If not available, why?

VOLUME II – CERTIFICATION FORMS

1. Proposal Letter/Certification of Acceptance – Section II-B1 (page 50)
2. Compliance with LAUSD Ethics and Integrity Standards – Section II-B2 (page 51)
3. Insurance Requirements (evidence that it has or can obtain prior to contract award) – Section II-B3 (page 58)
4. Small Business Enterprise Utilization Report - Attachment C (page 97)

END OF PROPOSAL SUBMITTAL REQUIREMENTS

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000050
AFTER-SCHOOL PROGRAMS

PROJECT OVERVIEW

The Los Angeles Unified School District (LAUSD or District) is committed to giving all students within its jurisdiction access to high quality, safe and supervised academic enrichment, educational enrichment and physical education/recreational programs that engage and inspire learning and achievement beyond the regular school day. The Beyond the Bell Branch (BTBB) of LAUSD carries that commitment.

The Los Angeles Unified School District (LAUSD or District) covers a total area of approximately 710 square miles. In addition to the City of Los Angeles, the District serves a number of other cities and several unincorporated areas of the Los Angeles County. As of the school year 2012-2013, LAUSD has a total of 1,087 K-12 schools, charter schools and learning centers with a student enrollment of 640,000. Additional information pertaining to the DISTRICT may be found on our website at the following address: <http://www.lausd.net>.

BTBB coordinates after-school extended day programs for K-12 students throughout the District. At present there are 538 after-school and 99 before-school programs in 538 elementary, middle and senior high schools under its jurisdiction. BTBB responsibility includes coordination, support, guidance and leadership to all programs operating beyond the traditional school day, before and after-school and on Saturdays, with the exception of Adult School. It also oversees fundraising, program monitoring, fiscal oversight, evaluation and auditing for these programs. LAUSD serves as the Local Education Agency (LEA) and lead agency for all grants serving the District's extended day programs.

BTBB programs are delivered by an extensive network of District divisions and community partners that collaborate in both local communities and throughout the larger district. Partners include service delivery agencies, community-based organizations, governmental agencies, faith-based organizations and private sector employers and industry groups. To facilitate coordination of efforts and delivery of services, BTBB hosts regular partner planning meetings and provides extensive training in all aspects of after-school programming delivery and management to both site staff and central management teams.

Service delivery agencies and other partners are included in major city-wide tournaments, field trips and other events operated by BTBB's Youth Services Division to supplement their programming for children, youth and families. The Youth Services field offices further supports efforts to combine and leverage various after school services provided at each school site and assists partners to collaborate effectively with school administration offices in planning and delivery.

The current sources of funding for after-school programs are the After School Education and Safety (ASES), 21st Century Community Learning Centers (21st CCLC) and 21st Century High School After School Safety and Enrichment for Teens (ASSETs).

When funds are available, proposal guidelines of funders will be posted at funder websites noted below.

- **“The After School Education and Safety (ASES) Program**
(<http://www.cde.ca.gov/ls/ba/as/>)
- **21st Century Community Learning Centers Program including After School Safety and Enrichment for Teens (High School ASSETs)**
(<http://www.cde.ca.gov/ls/ba/cp/funding.asp>). Additional background information on the 21st Century Community Learning Centers grant program may be found at <http://www.ed.gov/21stcclc>.

Potential contractors should also be aware that both 21st CCLC and ASES programs are subject to the California Department of Education’s Federal Program Monitoring (FPM) and Learning Points Evaluation. Information about these is available from the following:

- Federal Program Monitoring (FPM)
<http://www.cde.ca.gov/ta/cr/cc/>
- 21st CCLC Learning Points Evaluation
<http://ppics.learningpt.org/ppics/index.asp>
- California Education Code – Sections 8420-8484.9
(Title 1, Division 1, Part 6, Chapter 2, Article 19 thru 22.6)

<http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=edc&codebody=&hits=20>

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000050
AFTER-SCHOOL PROGRAMS**AFTER-SCHOOL PROGRAMS****STATEMENT OF WORK****1.0 SCOPE**

Beyond the Bell Branch (BTBB) is committed to acquiring strategic partners throughout the Los Angeles Unified School District (LAUSD) service area who are committed to helping local youth develop into responsible, educated and employable adults in collaboration with families and local communities. Service providers interested in partnering with Beyond the Bell Branch to achieve this goal will be responsible for planning, implementing and administering safe and effective after-school enrichment programs at one or more LAUSD school sites using the California Department of Education's (CDE) Federal Program Monitoring (FPM) Instrument as their guide to ensure successful program operation.

Contractor (CBO) shall provide **students an opportunity to receive core and categorical program services that meet their assessed needs** pursuant to the California Education Code, as well as Program Leadership/Development services, as that term is described below:

State requires that the programs have measurable positive effects on student in-school day attendance and on academic achievement.

The FPM Instrument below is based on the CDE's FPM document and delineates the requirements expected in the Master Contract should your organization qualify to provide services at an LAUSD school site (*Exceptions to CDE requirements are denoted in italics within each section of the FPM instrument*).

Before- and After-School Programs (BASP) Instrument (Elementary and Secondary Education Act [ESEA], Title IV, Part B: 21st Century Community Learning Centers [21st CCLC]; 21st Century High School After School Safety and Enrichment for Teens [ASSETs]; and After School Education and Safety [ASES]).

Desired Outcomes:

For After School Education and Safety (ASES): Create incentives for establishing locally driven before- and after-school enrichment programs during school days and summer, intersession, or vacation days that partner public schools and communities to provide academic and literacy support and safe, constructive enrichment activities for students. (*California Education Code (EC) 8482*)

For 21st CCLC, ASSETs: Assist students to meet state and local academic achievement standards in core academic subjects and/or pass the high school exit examination. (*EC 8421, EC 8482, 20 United States Code (U.S.C) 7171[a][1-3]*)

For 21st CCLC, ASSETs: Provide students with enrichment activities to complement their regular academic programs. (*EC 8482, 20 U.S.C. 7171[a] [1-3]*)

For 21st CCLC, ASSETs: Provide families of students with learning opportunities to improve their literacy and educational development. (20 U.S.C. 7171[a] [1-3])

Summary of Program Dimensions: Each categorical program is reviewed using the following interrelated seven dimensions:

- I. Involvement.** Parents, staff, students, and community members participate in developing, implementing, and evaluating core and categorical programs.
- II. Governance and Administration.** Policies, plans, and administration of categorical programs meet statutory requirements.
- III. Funding.** Allocation and use of funds meet statutory requirements for allowable expenditures.
- IV. Standards, Assessment, and Accountability.** Categorical programs meet state standards, are based on the assessed needs of program participants, and achieve the intended outcomes of the categorical program.
- V. Staffing and Professional Development.** Staff members are recruited, trained, assigned, and assisted to ensure the effectiveness of the program.
- VI. Opportunity and Equal Educational Access.** Participants have equitable access to all programs provided by the local educational agency (LEA), as required by law.
- VII. Teaching and Learning.** Participants receive core and categorical program services that meet their assessed needs.

I Involvement. Parents, staff, students, and community members participate in developing, implementing, and evaluating core and categorical programs.

I-BASP 1. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) actively collaborates, during both initial program development and ongoing program implementation, with the schools the students attend. (20 U.S.C. 7174[b][2][D]; EC 8482.5[b], 8422[b], 8483.3[c][6], 8484.6[a])

1.1. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) plans collaboratively with parents, youth, representatives of participating public schools (e.g., school site principals and staff), governmental agencies, such as city and county parks and recreation departments, local law enforcement, community organizations, and the private sector. (EC 8482.5[b], 8422[b], 8483.3[c][6])

1.2. (ASES, 21st CCLC, ASSETs) The program was developed and will be carried out in active collaboration with the schools the students attend and integrated with the regular school day and other extended learning opportunities. (EC 8483.3[c][5]; 20 U.S.C. 7174[b][2][D])

1. 3. (ASES, 21st CCLC, ASSETs) Offsite programs align the educational and literacy/academic assistance element of the program with participating students' regular school programs. (EC 8484.6[a])

I-BASP 2. (21st CCLC, ASSETs) The Los Angeles Unified School District (LAUSD) consults, on behalf of Contractor (CBO), with appropriate private school officials during the development of the program concerning:

- (a) Identification of students' needs. (20 U.S.C. 6320[b][1][A], 7881[c][1][A])
- (b) What services will be offered. (20 U.S.C. 6320[b][1][B], 7881[c][1][B])
- (c) Service delivery options, including services through a contract with a third-party provider. (20 U.S.C. 6320[b][1][C][G], 7881[c][1][C])
- (d) Assessment and improvement of services. (20 U.S.C. 6320[b][1][D], 7881[c][1][D])
- (e) The size and scope of services and the proportion of funds allocated. (20 U.S.C. 6320[b][1][E], 7881[c][1][E])
- (f) Program delivery options (20 U.S.C. 6320[b][3], 7881[c][4])
- (g) Reasons for not using a contractor preferred by private school officials. (20 U.S.C. 6320[b][1][H], 7881[c][2])

II Governance and Administration. Policies, plans and administration of categorical programs meet statutory requirements.

II-BASP 3. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) serves pupils in appropriate grade levels at participating schools. (20 U.S.C. 7173[a][3][A][iii]; EC 8482.3[a], 8484.8[e][1], 8421[a])

- 3.1 (ASES) The Contractor (CBO) serves students in kindergarten and grades one through nine, inclusive, at participating public schools. (EC 8482.3[a])
- 3.2 (21st CCLC) The Contractor (CBO) serves students in elementary and middle grades of eligible public and/or private schools. (20 U.S.C. 7173[a][3][A][ii]; EC 8484.8[e][1])
- 3.3 (ASSETs) The Contractor (CBO) serves students in grades nine through twelve, inclusive, of eligible public and/or private schools. (20 U.S.C. 7173[a][3][A][ii]; EC 8421[a])

II-BASP 4. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) operates its program the required number of hours per day and days per week on every regular school day. (EC 8483, 8483.1[a][1], 8483.2, 8421[c])

- 4.1 (ASES, 21st CCLC) The after-school program component commences immediately upon the conclusion of the regular school day and operates a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (EC 8483)

- 4.2 (ASES, 21st CCLC) Before school programs operate for no less than one and one-half hours each regular school day. (EC 8483.1[a][1]) *(Services under this contract shall only apply to after-school programs.)*
- 4.3 (ASES, 21st CCLC) The Contractor (CBO) that operates both a before- and after-school program during summer, intersession, or vacation periods operates these programs a minimum of four and one-half hours per day. (EC 8483.2) *(Services under this contract shall only apply to after-school programs.)*
- 4.4 (ASSETs) The Contractor (CBO) operates a minimum of 15 hours per week, which may include after school and any combination of before school, weekends, summer, intersession, and vacation. (EC 8421[c], 8422 [d] [1,2])

II – BASP 5 (ASES, 21st CCLC) The Contractor (CBO) has established policies for reasonable early release of pupils in the After-School Program and reasonable late daily arrival of pupils in the Before-School Program. (EC 8483(EC 8483[a][1], 8483.1[a][1])

II-BASP 6. (ASES, 21st CCLC, ASSETs) The program provides a daily nutritious snack/meal for attending students. (EC 8423[c][3], 8483.3[c][8], 8483.1[c])

- 6.1 (ASES, 21st CCLC, ASSETs) The nutritious snack conforms to the nutrition standards in Article 2.5 of Chapter 9 of Part 27. (EC 8482.3[d])
- 6.2 (ASES, 21st CCLC) The before school program offers a breakfast meal for attending students as described by Section 49553. (EC 8483.1[c]) *(Services under this contract shall only apply to after-school programs.)*

II-BASP 7. (ASSETs) The program includes a physical activity element. (EC 8423[c][3])

II-BASP 8. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) submits data and reports and maintains records as required. (EC 8484.8[b][3], 8482.3[f][5], 8482.3[f][10][A-C])

- 8.1 (ASES, 21st CCLC, ASSETs) The Contractor (CBO) reviews its after-school program plan every three years including, but not limited to, program goals, program content, outcome measures, and other information requested by CDE. (EC 8482.3[g][1])
- 8.2 (ASES, 21st CCLC, ASSETs) The Contractor (CBO) maintains documentation of the after-school program plan for a minimum of five years. (EC 8482.3[g][1][F])
- 8.3 (ASES, 21st CCLC, ASSETs) The Contractor (CBO) submits program attendance data semiannually and regular school day attendance data annually. (EC 8482.3[f][10][A-C], 8483.55[c][4], 8484.8[e][5], 8426[d])

II-BASP 9. (21st CCLC, ASSETs) The Contractor (CBO) coordinates with other federal, state, and local programs to make the most effective use of public resources. (20 U.S.C. 7174[b][2][c]; EC 8484.8[e][4], 8421[f][5])

II-BASP 10. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) maintains an inventory record for each piece of equipment, with an acquisition cost of \$500 or more per unit, that is purchased with state and/or federal funds. The record describes the acquisition by:

- (a) Type
- (b) Model
- (c) Serial number
- (d) Funding source
- (e) Acquisition date
- (f) Cost
- (g) Location
- (h) Current condition
- (i) Transfer, replacement, or disposition of obsolete or unusable equipment (*EC* 35168; 5 *CCR* 3946; 34 *CFR* 80.32[d][I])

10.1 The school district (LAUSD) conducts a physical check of the inventory of equipment at least every two years and reconciles the results with inventory records. (34 *CFR* 80.32[d][2])

III Funding. Allocation and use of funds meet statutory requirements for allowable expenditures.

III-BASP 11. (ASES, 21st CCLC) The Los Angeles Unified School District (LAUSD) and Contractor (CBO) will collaborate to ensure they allocate no less than 85 percent of total grant amount to school sites for direct services to pupils. (*EC* 8483.9 [c]) (*See attached "Exhibit B" for administrative expenditure limits per school.*)

11.1 (ASES, 21st CCLC, ASSETs) The Los Angeles Unified School District (LAUSD) and Contractor (CBO) spend no more than 15 percent of the amount of the grant for administrative costs, which includes any indirect costs. (*EC* 8483.9[b], 8484.8[e][3][B]) (*Contractor shall not receive any allocation for indirect costs.*)

11.2 (ASSETs) The Los Angeles Unified School District (LAUSD) will retain no more than 6 percent to collect outcome data for evaluation and for reports as required by the CDE. (*EC* 8426 [g][2])

III-BASP 12. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) follows all fiscal and auditing standards required by the CDE. (*EC* 8482.3[f][5], 8484.8[b][3,4])

- 12.1 (ASES, 21st CCLC, ASSETs) The Contractor (CBO) submits annual budget reports and quarterly expenditure reports. (EC 8482.3[f][5], 8484.8[b][3,4])
- 12.2 (21st CCLC, ASSETs) The Contractor (CBO) conducts an annual fiscal audit. (EC 8484.8[b][3])

III-BASP 13. (ASES) The Contractor (CBO) operating an ASES program has obtained a local contribution of cash or in-kind local funds equal to not less than one-third of the total grant amount. Facilities or space usage may fulfill not more than 25 percent of the required local match. (EC 8483.7[a] [5], 8483.75[a] [4])

**III-BASP 14. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) uses categorical funds only to supplement, and not supplant, state and local funds.
(EC 8483.5[e]), (20 U.S.C. 7174[b][2][G])**

IV Standards, Assessment and Accountability. Categorical programs meet state standards, are based on the assessed needs of program participants, and achieve the intended outcomes of the categorical program.

IV-BASP 15. (21st CCLC, ASSETs) The program developed by the Contractor (CBO) meets evaluation requirements and principles of effectiveness:

- (a) Program is based upon an assessment of objective data regarding the need for before- and after-school programs (including during summer recess periods) and activities in schools and communities;
- (b) Program is based upon an established set of performance measures aimed at ensuring the availability of high-quality academic enrichment activities;
- (c) Program is based upon scientifically based research that will help the students meet state and local academic achievement standards (if appropriate);
- (d) Program undergoes a periodic evaluation to assess progress toward providing high-quality opportunities for academic enrichment;
- (e) The results of evaluations are used to refine and improve the program and its performance measures; and
- (f) The results of evaluations are made available to the public upon request with public notice of such availability provided. (20 U.S.C. 7175[b][1-2])

IV-BASP 16. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) submits required annual outcome-based data for evaluation. (EC 8484, 8427[a])

V Staffing and Professional Development. Staff members are recruited, trained, assigned and assisted to ensure the effectiveness of the program.

V-BASP 17. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) provides staff training and development. (EC 8483.3[c][4])

V-BASP 18. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) ensures that programs maintain a student-to-staff ratio of no more than 20 to 1. (EC 8483.4)

V-BASP 19. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) ensures that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide according to the policies of the school district. (EC 8483.4)

VI Opportunity and Equal Educational Access. Participants have equitable access to all programs provided by the Contractor (CBO) as provided by law

VI-BASP 20. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) provides services in a safe and easily accessible facility that ensures students travel safely to and from the program site and home. (20 U.S.C. 7174[2][A]; EC 8484.6[a])

20.1 (21st CCLC, ASSETs) If the program is located in a facility other than an elementary or secondary school, the Contractor (CBO) has ensured that the program will be at least as accessible to the students to be served as if the program were located in an elementary or secondary school. (20 U.S.C. 7174[c])

20.2 (ASES, 21st CCLC, ASSETs) If a Contractor (CBO) operates a program off school grounds, safe transportation is provided to the pupils enrolled in the program. (EC 8484.6[a])

VI-BASP 21. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) makes services equally accessible to all students and families of students targeted for services regardless of their ability to pay. (EC 8482.6)

21.1 (21st CCLC, ASSETs) If the Contractor (CBO) does charge fees, it uses a sliding scale of fees and scholarships for those who cannot afford to participate. (20 U.S.C. 7174[d] [2]) *(While CDE permits charging fees, LAUSD DOES NOT ALLOW any fees to be charged to families participating in the after-school programs.)*

VI-BASP 22. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) provides parents with information on school and parent activities in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. 6318[e][5])

22.1 When 15 percent or more of students enrolled in a public school speak a single primary language other than English, as determined by language census data from the preceding year, all notices, reports, statements, and records sent to parents of such students are written in English and the primary language. (EC 48985)

VII Teaching and Learning. Participants receive core and categorical program services that meet their assessed needs.

VII-BASP 23. (ASES, 21st CCLC, ASSETs) The Contractor (CBO) provides opportunities for:

- (a) Academic enrichment to help students to meet state and local academic standards in core academic subjects such as reading and mathematics.
- (b) Educational enrichment services, programs, and activities that are designed to reinforce and complement the regular academic program of participating students. (EC 8482.3[c][2]; 20 U.S.C. 7171 [a][1,2])

VII-BASP 24. (21st CCLC, ASSETs) The Contractor (CBO) provides literacy and related educational development for families of students served. (20 U.S.C. 7171[a][3])

END OF STATEMENT OF WORK

SECTION I – INSTRUCTIONS TO PROPOSERS

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LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION I

INSTRUCTIONS TO PROPOSERS

To be considered by the District for Contract award, proposals shall be prepared and submitted in accordance with these Instructions to Proposers.

IP-1 EXAMINATION OF RFP DOCUMENTS

Proposer shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the Proposal period and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the Proposal or the performance of the Services in the event Proposer is selected. No relief for error or omission will be given.

IP-2 INTERPRETATION OF RFP DOCUMENTS

Prospective Proposers with questions regarding interpretation or clarification of the RFP document shall put all questions in writing and submit them via email or fax to the Contract Analyst identified in the Request for Proposal Letter. The District responses to requests for interpretation or clarification which require a change in scope or RFP requirements will be in writing via addendum and made available only to the listed plan holders of the RFP Documents.

Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. The District shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents

IP-3 PREPARATION OF PROPOSAL

The Proposal shall be formatted in accordance with the requirements specified in the Proposal Submittal Requirements section. The Proposal shall include the Proposal Letter/Certificate of Acceptance provided with the RFP Documents. Proposal Letter/Certificate of Acceptance and forms shall be executed by an authorized signatory as described in IP-7, the instructions entitled "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All Proposals shall be prepared by and at the expense of the Proposer.

IP-4 MODIFICATIONS AND ALTERNATIVE PROPOSALS

The Proposer shall submit its basic proposal in strict conformity with the requirements of the RFP Document. Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined sufficiently significant to cause its rejection.

Proposers submitting conforming proposals **may** submit alternate proposals to this RFP as complete **separate** offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate Proposal. Oral, telegraphic, or telephonic proposals and/or modifications will not be considered.

IP-5 PRE-PROPOSAL CONFERENCE

The District may conduct a Pre-Proposal Conference. Proposers are invited to attend the Pre-Proposal Conference. Attendance is not mandatory to be considered for award of a contract. Should the District elect not to hold a Pre-Proposal Conference, its decision shall not relieve the potential Proposer of its sole responsibility for informing itself with respect to any and all conditions as required by Instruction to Proposers entitled EXAMINATION OF RFP DOCUMENTS.

IP-6 ADDENDA

The District reserves the right to revise the RFP Documents prior to the proposal submittal due date. Such revisions, if any, will be made by addenda to this RFP. Copies of such addenda will be furnished, without additional charge, to all those on the RFP Plan holders List.

If an addendum includes significant changes, the proposal submittal due date may be postponed by a number of days that the District considers appropriate for Proposers to revise their proposals. The announcement of a new date, if any, will be included in the addendum. In any event, the last addendum will be issued no later than five (5) working days prior to the proposal submittal due date.

Proposers shall acknowledge receipt of all addenda to the RFP Documents in their Proposal Letter. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

IP-7 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE

All Proposals submitted shall be executed by Proposer or by its authorized representative. In addition, Proposer must identify those persons authorized to negotiate on its behalf with the District in connection with this RFP.

IP-8 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by the Proposer by means of a written request signed by the Proposer or its properly authorized representative. Such written request shall be delivered to the Contract Analysts identified in the Request for Proposal Letter prior to the date and time for submittal of Proposals.

IP-9 INSURANCE REQUIREMENTS

As part of its proposal, the Proposer shall provide the District with satisfactory evidence of insurance coverage as indicated in the RFP document, and that such coverage is in full force by providing properly executed Certificates of Insurance. Or, if the Proposer will obtain the required insurance coverages prior to issuance of the executed contract, a letter issued by the Proposer's insurance agent or broker may be used to demonstrate satisfactory intent to provide coverage. However, properly executed Certificates of Insurance indicating the required coverages are in full force must then be provided prior to receipt of fully executed contract.

IP-10 SUBMISSION OF PROPOSAL

Each Proposal submitted by Proposer shall be delivered to the District at the address shown on the Request for Proposal Letter up to the date and time shown therein. It is the Proposer's sole responsibility to assure that its Proposal is received as stipulated. The District may leave unopened any proposal received after the date and time for receipt of proposals. Any such unopened proposal may be returned to the Proposer.

IP-11 PROPOSAL EVALUATION PROCESS

The proposal evaluation period will close upon the District's completion of its review and evaluation of RFP Documents. The District shall not give notice, to the Proposers, of the close of the proposal evaluation process. A proposal not meeting the requirements may be rejected as being non-responsive and non-responsible.

All proposals shall be evaluated for responsiveness to the requirements of the RFP and to the responsibility of the Proposer. A proposal shall be considered responsive if it complies in all material respects to the requirements of the RFP documents to include negotiations of price/fees, terms and conditions and cooperation during the pre-award audit process.

Responsibility is defined as the apparent ability of the Proposer to meet and successfully complete the requirement of the Contract. Responsibility includes consideration of a Proposer's trustworthiness, the quality of past performance, financial ability, and fitness and capacity to do the proposed work in a satisfactory manner. Proposer may be required to present further evidence that it has successfully performed similar work of comparable magnitude or provide other proof satisfactory to the District that it is competent to successfully perform the work.

In addition, the District reserves the right to request payment and performance bonds as required.

IP-12 DEBRIEFINGS

Debriefing requests must be received by the District within ten (10) calendar days after issuance of the Notice of Intent to Award. No debriefing shall take place until after Contract execution. Requests for debriefings must be submitted in writing and shall be confined to a discussion of the Proposer's Proposal and its advantages and disadvantages in relation to the requirements of the RFP. The debriefing shall not include point-by-point comparisons of the debriefed Proposer's proposal with those of other Proposers. Moreover, the debriefing shall not reveal any information prohibited from disclosure.

IP-13 PUBLIC RECORDS ACT

Responses to this RFP shall be subject to the provisions of the California Public Records Act.

Those elements in each Proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Proposer to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release

of such information. Under no circumstances, will the District be responsible or liable to the Proposer or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors.

The Proposer, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the RFP and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action.

IP-14 DISTRICT RIGHTS

The District may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The District reserves the right to:

1. Reject any or all of the Proposals;
2. Issue subsequent RFP;
3. Cancel the entire RFP;
4. Remedy errors in the RFP;
5. Reduce the scope of work for a reasonable amount if in the best interest and at the sole discretion of the District;
6. Appoint evaluation committees to review Proposals;
7. Seek the assistance of outside technical experts to review proposals;
8. Approve or disapprove the use of particular subcontractors and suppliers;
9. Establish a short list of Proposers eligible for discussions/clarifications after review of written Proposals;
10. Negotiate with any, all, or none of the Proposers;
11. Solicit best and final offers (BAFO) from all or some of the Proposers;
12. Award a contract to one or more Proposers;
13. Accept other than the lowest priced proposal;
14. Waive informalities and irregularities in Proposals;
15. Award a Contract without discussions or negotiations;
16. Disqualify the proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s);

This RFP does not commit the District to enter into a Contract nor does it obligate the District to pay for any costs incurred in the preparation and submission of proposals or in anticipation of a Contract.

IP-15 DISTRICT OWNERSHIP OF PRODUCTS

Excluding licensed software and other mutually agreed upon products, all deliverables and products developed and delivered in association with any contract awarded as a result of this RFP shall be the property of and belong solely to the District.

IP-16 COMMUNICATIONS WITH THE DISTRICT

All communications shall be in writing. All communications regarding this RFP between potential Proposers and the staff of the District and consultants engaged by the District shall be addressed only to the Contract Analyst identified in the Request for Proposal

Letter, except requests for information on the Small Business Enterprise (SBE) Utilization Program.

At no time prior to the District's Notice of Award shall Proposer(s) contact District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. To do so may subject the Proposer to disqualification.

IP-17 DISQUALIFICATION OF PROPOSERS

Contractors, Subcontractors or Suppliers that do not comply with all requirements associated with the RFP Documents may be found non-responsive.

Any person, firm, corporation, Joint Venture/partnership, or other interested party that has been compensated by the District or a Contractor engaged by the District for assistance in preparing the RFP Documents and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded (unless the District obtains a waiver) from submitting a proposal in response to this RFP.

After the RFP is issued, any person, firm, corporation, Joint Venture/partnership, or other interested party that has discussions regarding this RFP with anyone other than the Contract Analysts may be considered to have gained an unfair competitive advantage. They may be disqualified from this RFP process, except for communications with the District as stated above in instructions entitled, COMMUNICATIONS WITH THE District. Potential Proposers shall adhere to current District policy governing the conduct of all Contractors of the District. Current District Contractor Code of Conduct policy can be found at the DISTRICT'S website: <http://ethics.lausd.net>.

IP-18 EXECUTION OF CONTRACT

The Proposer to whom an award is made shall execute the Contract within seven (7) calendar days after being given a Notice of Intent to Award unless waived by the District. Under no circumstances shall work begin prior to contract execution. The District may require appropriate evidence that the persons executing the Contract for the Proposer are duly empowered.

IP-19 FINGERPRINTING

If the nature of the work is such that the Proposer and its staff will have contact with children on the District's school sites, you will be required to comply with the fingerprinting requirement in accordance with California Education Code 45125.1 and the LAUSD contract "Fingerprinting" provisions, regardless of your occupation. In addition, to the extent known at the time of the proposal submittal, you shall provide a list of names of your staff that may have contact with pupils as part of your proposal. Additional information on District fingerprinting/ background checks requirements may be obtained from the District's ORMIS department at (213) 241-3139

IP-20 FILING OF PROTESTS FOR NEGOTIATED PROCUREMENTS

All DISTRICT procurements shall be conducted in a manner which assures that all prospective contractors are afforded fair and equal consideration in the selection of the successful contractor and award of DISTRICT contracts in order to preserve and protect the integrity of the procurement process. To that end, any interested party shall have the right to have its complaint considered and resolved administratively by the DISTRICT in an economical and expeditious manner. "Interested party," as used herein, means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

All protests shall be filed, handled, and resolved in a manner consistent with the District's protest procedures. The District will respond to each substantive issue raised in the

protest. Protests relating to the content of this Invitation for Bid (IFB)/Request for Proposal (RFP) document must be filed within ten (10) calendar days after the date include in the RFP document, Request for Invitation / Request for Proposal Letter.

Protests relating to a recommendation for contract award solicited by this IFB/RFP must be filed by an "interested party" within five (5) business days after release to proposing firms of the recommendation of Notice of Intent to Award letter. The five dates protest period start with the date indicated on the Notice of Intent to Award letter.

All protest shall be file in writing with the Chief Procurement Officer, or designee, Los Angeles Unified School District, 333 South Beaudry Avenue, 28th Floor, Los Angeles CA 90017. **No other location shall be acceptable.** The protest shall, at a minimum, contain the following:

- The name and address of the interested party and its relationship to the procurement,
- Identification of the proposed procurement or contract;
- Substantive description of the nature of the protest;
- All documentation supporting the allegations of the protest; and
- Statement of the specific relief requested.
- Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based.

The Chief Procurement Officer, or designee shall make a determination on the protest normally within (10) working days from receipt of protest. The Chief Procurement Officer, or designee has the authority to make a final determination and the decision shall constitute the District's final administrative remedy.

IP-21 SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

Firms submitting proposals for this RFP shall be responsible for the submission of plans to utilize SBE firms as part of their Proposal response per the 25% SBE goal established by the Board.

SBE credit may be gained from the utilization of SBE firms in either prime or subcontracting capacities.

Responding firms will detail, per SBE Utilization Reports, the percentage or amount of any proposal amount to be assigned to SBE firms.

For further details, please see Attachment C Small Business Enterprise (SBE) Utilization Program.

IP-22 LAUSD'S ETHICS STANDARDS

LAUSD's Contractor's Code of Conduct, included as Attachment B, was adopted to enhance public trust and confidence in the integrity of LAUSD's decision-making process, and sets forth the ethical standards and requirements that all Contractors and their Representatives are expected to adhere to in their dealings with or on behalf of LAUSD.

Contractors are responsible for ensuring that all their Representatives understand and comply with the duties and requirements outlined in the Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors are encouraged to use training resources made available by LAUSD's Ethics Office and are expected to proactively manage any potential ethics concerns that may arise in the course of doing business with LAUSD.

IP-23 MANDATORY LOBBYING DISCLOSURE

To promote transparency and maintain a fair and open playing field, the Los Angeles Unified School District Board of Education enacted an updated Lobbying Disclosure Code in 2006. The Code applies to vendors, contractors, consultants, and other outside organizations that seek to influence LAUSD decisions. If you or your organization is seeking to influence a purchasing, policy, site selection or any other LAUSD decision – you may be required to register under the Lobbying Disclosure Code.

Please note that lobbying activities are defined broadly and include sales and marketing efforts directed towards LAUSD employees. To learn about the specific criteria that trigger the need for organizations and individuals to register, visit the Ethics Office website at: www.lausd.net/ethics (click on “Lobbying Disclosure”) or call the Ethics Office at: 213-241-3330 *before* your organization begins any efforts to promote products or services at LAUSD.

IP-24 RESERVED**END OF INSTRUCTIONS TO PROPOSERS**

SECTION II - SUBMITTAL FORMS

GENERAL INSTRUCTIONS

Proposals should adhere to the following requirements for completing the Submittal Forms:

- Submittal Forms are to be completed in accordance with the directions thereon and the Instructions to Proposers.
- All required explanatory narratives and supplementary data are to be included with the Submittal Forms as indicated.
- Identify the Proposer where indicated on each Submittal Form.
- Unless otherwise specified, Submittal Forms requiring signature(s) must be executed by the person who signs the Proposal Letter.
- Use of black ink and/or typewritten entries is preferred on the Submittal Forms and all additionally requested information.

Failure to comply with any of the above requirements may render the Proposal non-responsive

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000050
AFTER-SCHOOL PROGRAMS**Form #1: Fee Certification**

Funding for this contract has been provided as part of the Federal grant, the 21st Century Community Learning Centers CFDA 84.287, Grant ID # 19-07-14349-6473-4A (the “**Grant**”), which was passed through the California Department of Education. **Pursuant to the Grant, each consultant selected hereunder will be paid a fixed-unit rate cost of approximately \$5.40 per student, per day for elementary school programs, \$6.75 per student per day for middle school programs and \$8.20* per student per day for high school programs (*Note: High School rate may be as low as \$6.80 – variance will depend on individual school’s participation in District-initiated).**

The proposer identified below hereby certifies that:

1. Said proposer proposes to provide after-school programs to (check each appropriate box)

☐ Elementary Schools

☐ Middle Schools

☐ High Schools

Served by the Los Angeles Unified School District; and

2. Said proposer agrees to accept as full payment from the District for proposer’s provision of the services that are the subject of this RFP, the fees set forth above with respect to the proposer’s provision of after-school programs to the school type identified (by checked boxes) above.

COMPANY NAME:

AUTHORIZED SIGNATURE:

PRINT NAME:

FEDERAL ID #:

DATE:

Form #2 – PROPOSER QUALIFICATIONS MATRIX

RFP NO.: 2000000050
AFTER-SCHOOL PROGRAMS

Proposer Name: _____ **Date:** _____

PROGRAM HIGHLIGHTS/STRENGTHS	
ACADEMIC ENRICHMENT COMPONENTS	
EDUCATIONAL ENRICHMENT COMPONENTS	
PHYSICAL EDUCATION/RECREATIONAL COMPONENTS	
PROPOSED LOCAL DISTRICTS TO BE SERVED	
NUMBER OF EMPLOYEES	
YEARS IN OPERATION	
CURRENT NUMBER OF AFTER-SCHOOL PROGRAMS	
OTHER PROGRAMS/SERVICES OFFERED BY AGENCY OR PARENT ORGANIZATION	

Each proposing agency must complete the above matrix. Please limit each response to no more than 25 words.

Authorized Signature

Name, Title

RFP NO.: 2000000050
ISSUED DATE: NOVEMBER 26, 2013
TITLE: AFTER-SCHOOL PROGRAMS

Beyond The Bell Branch

Form #3: After-School Program Currently Operating or Previously Operated

Proposer: _____

Dates Operated Described Programs: _____

Authorized Signature: _____

Date: _____

[illegible]

Beyond The Bell Branch

Form #4: Proposed After-School Schedule for a BTB Program

Proposer: _____

Authorized Signature: _____

Date: _____

Please show how you propose to schedule your programming for any BTB sites you may work with under this contract. **Please attach ONE sample flyer that the firm currently uses for a component that parallels what is proposed for BTB below.**

Name of Program/ Activity	Description of Types of Activities	Program Hours: Daily Schedule (Start & Finish Times)	Number of Days Offered per Week	Total Days Offered for the Year	Provider/Partner Involved in Implementing Activity
<i>Academic Enrichment</i>					
<i>Educational Enrichment</i>					
<i>Physical Education/Rec.</i>					

Beyond The Bell Branch
Form #5: After-School Site Staffing Plan

Proposer: _____

Authorized Signature: _____

Date: _____

Please provide information on the role, responsibilities and qualifications of all after-school staff members that will be involved in providing services to students at the after-school site under this contract with BTBB.

- Please make sure to include *all* staff, including the multiple site supervisor, site supervisor, program coordinator, teachers and/or volunteers.
- Please make sure to include the name of each person for each position, when known.
- Please provide details of a person's qualifications, roles and responsibilities. (Proposers should feel free to attach resumes.) If a person has not yet been designated, please provide the required qualifications, roles and responsibilities for the position.
- Indicate the number of daily hours allocated for the specific position. BTBB is seeking information about daily staffing of the site. If a position is not to be at the site every day, please make an appropriate notation.

[illegible]

Beyond The Bell Branch
Form #6: Existing City-wide Community Organizations and Private Sector Partners of Your Firm
that Can Support the Delivery of After-School Programming

Proposer: _____ Authorized Signature: _____
 Date: _____

For each partner listed, please provide a description of type of support, the dollar value of the cash matches (donated cash amounts) and in-kind support (cash equivalencies for donated equipment, technical assistance, funds, staff, etc.), the timeframe for each partner's commitment, and complete contact information of each partner.

Existing City-wide Partner Name	Full Organization Address, with Zip Code, Telephone and Name of Contact Person	Type of Support/Role of Partner	Estimated In-Kind Contribution	Estimated Cash Contribution	Expected Timeframe for Resource to Last (start and end date by year)

Beyond The Bell Branch
Form #7: Potential Community Organizations and Private Sector Partners that Can Support
the Delivery of Your After-School Programs

Proposer: _____ Authorized Signature: _____
 Date: _____

In the form below, please list potential city-wide partners that you intend to pursue to support BTB after-school programming. When thinking about these partners, it is important to weigh student needs with what the potential partners have the capacity to do.

Potential Partner Name with Address and Contact Person	Proposed Role of Potential Partner (What value do you think they will add to the after-school program?)	Proposed Strategies for Recruiting the Partner	Potential In- Kind Contribution	Potential Cash Contribution	Estimated Date for Securing This Resource (month/year)

Beyond The Bell Branch
Form #8: Firm Evaluation of Experience/Performance

Proposer: _____ Authorized Signature: _____
 Date: _____

The following form provides a synopsis of your performance in providing after-school services. This form should be well aligned to the firm's services listed in Form #1.

I. Performance Indicator. Please address each indicator listed below. Provide additional indicators, such as homework completion rate or student sense of safety at school, as appropriate.

II. Results. Include the (1) evaluator's name (for third-party evaluations only), (2) the year the evaluation was conducted, and (3) evaluation results of past performance. You may include District evaluations of your programs as well as others that you may have pursued independently. Note that the indicator '*positive behavioral changes*' can be quantified by measuring the degree to which children enjoy school, are less involved with gangs, or have fewer disciplinary actions among others. "Results" signifies measurable changes among youth in their competence (e.g., level of reading) or condition (e.g., safety).

PERFORMANCE INDICATOR	Results from Third-Party Evaluations	Results from internal Self-Assessments
Student Satisfaction		
Parent Satisfaction		
Academic Achievement		
Attendance in After-school		
Attendance in Day School		
Positive Behavioral Changes		
Other:		

Beyond The Bell Branch Form #9: Budget

Proposer: _____ Authorized Signature: _____
Date: _____

Proposer shall provide a sample annual program budget for one school; assuming that there are 150 students in attendance per day. The per day, per student rates to be used in this sample are as follows: **Elementary School: \$5.40; Middle School: \$4.87; High School: \$8.20**(*May be as low as \$6.80 – variance will depend on individual school's participation in District-initiated programs)

Program Operating Costs	Total Program Cost
A. Personnel Expenses	
Position/Title	
	\$
	\$
	\$
	\$
	\$
Totals:	\$
B. Equipment	
Item/Purpose	
	\$
	\$
	\$
	\$
	\$
Totals:	\$
C. Supplies	
Item	
	\$
	\$
	\$
	\$
Totals:	\$
D. Staff Training	
Purpose	
	\$
	\$
	\$
Totals:	\$
E. Contractual and Consultant Services	
Purpose	
	\$
	\$
	\$
Totals:	\$
F. Other Program Operating Costs	
Item/Purpose	
	\$
	\$
TOTAL BUDGET COSTS (Sum of Sections A –F)	\$

Beyond the Bell Branch
Form #10: Contract Pricing Summary and Proposer Certification

CONTRACT PRICING SUMMARY (After-School Programs) RFQ NO. 2000000050	LAUSD	Page <u>1</u> of <u>1</u>
Company Name	Name and Title of Authorizer	
Home Office Address	Signature of Authorizer & Date	
Services to be Performed: After-School Programs for Elementary Schools	Total Per Student Per Day (Rate is <u>not</u> negotiable.) \$5.40	
Services to be Performed: After-School Programs for Middle Schools	Total Per Student Per Day (Rate is <u>not</u> negotiable.) \$4.87	
Services to be Performed: After-School Programs for High Schools	Total Per Student Per Day (Rate is <u>not</u> negotiable.) \$8.20* *May be as low as \$6.80—variance will depend on individual school's participation in District-initiated programs.	

Proposer Certification

By signing this Certification, the firm accepts the rates as nonnegotiable and the firm certifies that if selected, it will be able to maintain its program for at least four (4) months before it receives any funding from the District and have a funding source other than the District of at least 15% of its proposed budget for the after-school programs.

LOS ANGELES UNIFIED SCHOOL DISTRICT

SECTION II - CERTIFICATIONS

II-B1 - PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER _____
 D-U-N-S Number: _____

In response to **Request for Proposal (RFP) No. 2000000050**, we the undersigned hereby declare that we have carefully read and examined the RFP documents, **acknowledged receipt of Addendum No(s)**. _____, and hereby propose to perform the Statement of Work as required in the RFP.

The resulting contract is not exclusive. The District expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Statement of Work at the costs indicated in its cost Proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of Proposals.

The undersigned has reviewed the lobbyist registration program (**Attachment D**).

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the DISTRICT'S contract unless otherwise noted in the proposal response. If recommended for Contract award, the undersigned agrees to execute a Contract that will be prepared by the DISTRICT for execution, within 5 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the Board of Education, should Board approval be required, until the DISTRICT has received the executed contract. The DISTRICT will fully execute the contract subject to resolution of Protest filings, if any, and approval by the Board of Education, if required.

Proposer represents that the following person is authorized to negotiate on its behalf with the DISTRICT in connection with this RFP:

(Name)	(Title)	(Phone)
Email Address: _____		

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and Addenda. The undersigned hereby agrees that the DISTRICT will not be responsible for any errors or omissions in these RFP Documents and Addenda.

BY:

(Signature)	(Email)
(Type or Print Name)	(Phone)
(Title)	(Fax)
(Address)	(Date)

NAME OF ORGANIZATION:	LAUSD VENDOR ID#:	LAUSD VENDOR SINCE:
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LOS ANGELES UNIFIED SCHOOL DISTRICT

Section II – Certifications

II.B2 - Compliance with LAUSD Ethics and Integrity Standards

Every Contractor and its Representatives must abide by LAUSD's Contractor Code of Conduct. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Contractor's "Representative" is broadly defined to include any subcontractor, employee, agent, or any other entity acting on a Contractor's behalf.

If a Contractor or its Representative is not knowledgeable about the necessary ethical requirements for establishing a business relationship with LAUSD, he or she shall visit the LAUSD Ethics Office website at: www.lausd.net/ethics, or refer any questions to the designated contracting official. Failure to meet LAUSD's ethics standards and requirements could result in sanctions including, but not limited to, voidance of any current or future contracts. LAUSD reserves the right to disqualify any bid or proposal as non-responsive, if this certification is not submitted in whole by the deadline required.

1. ETHICS AGREEMENT

I, THE UNDERSIGNED AFFIRM, UNDER PENALTY OF PERJURY BY THE LAWS OF THE STATE OF CALIFORNIA, THAT I AM AUTHORIZED, AS THE SENIOR EXECUTIVE RESPONSIBLE FOR MY ORGANIZATION'S ETHICAL CONDUCT, TO EXECUTE THIS CERTIFICATION ON BEHALF OF MY ORGANIZATION AND OUR REPRESENTATIVES* AND TO ENSURE THAT EACH AND EVERY REPRESENTATIVE ABIDES BY LAUSD'S ETHICS AND INTEGRITY STANDARDS IN ACCORDANCE WITH LAUSD'S CONTRACTOR CODE OF CONDUCT WHICH I HAVE REVIEWED IN FULL. I DECLARE THAT ALL REPRESENTATIONS MADE IN THIS CERTIFICATION ARE TRUE, CORRECT AND IN GOOD FAITH, AND I COMMIT TO PROVIDING AN UPDATED FORM WITHIN 10 BUSINESS DAYS WHENEVER THERE IS A MATERIAL CHANGE TO THE INFORMATION I HAVE PROVIDED DURING THE TERM OF OUR CONTRACT WITH LAUSD.

** You will need to attach a list of all known representatives who will conduct LAUSD work on your behalf (see Section 7).*

SENIOR EXECUTIVE RESPONSIBLE FOR YOUR ORGANIZATION'S ETHICS AND INTEGRITY:			
NAME OF RESPONSIBLE SENIOR OFFICER	POSITION TITLE		PHONE NUMBER
SIGNATURE OF RESPONSIBLE SENIOR OFFICER	DATE	E-MAIL ADDRESS	

2. ETHICAL MANAGEMENT (PLEASE COMPLETE EACH LINE BELOW):

A.	MY ORGANIZATION TAKES RESPONSIBILITY FOR ENSURING THAT EACH OF OUR REPRESENTATIVES, REGARDLESS OF POSITION, UNDERSTANDS AND COMPLIES WITH THE DUTIES AND REQUIREMENTS OUTLINED IN LAUSD'S CONTRACTOR CODE OF CONDUCT AND FOR ENSURING THAT WE ADHERE TO THE HIGHEST STANDARDS OF HONESTY AND INTEGRITY IN ALL OUR DEALINGS WITH AND/OR ON BEHALF OF LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION HAS AN EFFECTIVE MANAGEMENT PROCESS IN PLACE TO ENSURE THAT THE BEHAVIOR, DECISIONS, AND ACTIONS OF OUR REPRESENTATIVES DEMONSTRATE THE LETTER AND SPIRIT OF LAUSD'S ETHICS AND INTEGRITY STANDARDS IN <u>ALL</u> PHASES OF ANY RELATIONSHIP WITH LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	DESCRIBE BRIEFLY THE SCOPE OF YOUR ORGANIZATION'S EFFORTS TO MANAGE FOR AND ASSURE ETHICAL CONDUCT, ATTACH AN ADDITIONAL SHEET OF PAPER IF NECESSARY:		
D.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE WILL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	

3. CONTRACTOR RESPONSIBILITY (PLEASE COMPLETE EACH LINE BELOW):

For each "No" answer below, attach an additional sheet of paper with the heading "Contractor Responsibility" and provide an explanation that is brief, concise, and to the point which gives: 1) a detailed description of the issue and its cause, 2) the actions taken or being implemented to ensure that the issue will not occur again, 3) the name, position, and contact info for the individual in your organization charged with ensuring the issue will not be repeated, and 4) the impact, if any, the issue will have on the products or services you have proposed to LAUSD for this contract.

A.	MY ORGANIZATION AND OUR REPRESENTATIVES DEMONSTRATE A RECORD OF INTEGRITY AND BUSINESS ETHICS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, DIRECTIVES AND REGULATIONS AS WELL AS THE POLICIES AND REQUIREMENTS ESTABLISHED BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A CRIMINAL INVESTIGATION, INDICTMENT, CONVICTION, JUDGMENT, INJUNCTION, OR A GRANT OF IMMUNITY, INCLUDING PENDING ACTIONS, FOR BRIBERY, EMBEZZLEMENT, EXTORTION, FALSIFICATION, FORGERY, MAKING FALSE STATEMENTS OR, <u>ANY</u> OTHER BUSINESS OR ETHICS RELATED CONDUCT CONSTITUTING A CRIMINAL OFFENSE UNDER FEDERAL, STATE OR LOCAL LAW WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD SUSPENSION, DEBARMENT, ADMINISTRATIVE AGREEMENT, DENIAL OF CONTRACT AWARD, DECLARATION OF INELIGIBILITY, OR BID REJECTION, INCLUDING PENDING ACTIONS, FOR NON-RESPONSIBILITY WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE, RESTITUTION, CONTRACT SUSPENSION, OR TERMINATION FOR CAUSE, INCLUDING PENDING ACTIONS WITHIN THE LAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	MY ORGANIZATION, INCLUDING ANY SUBSIDIARY OR PREDECESSOR COMPANY OR ENTITY UNDER A DIFFERENT BUSINESS NAME, HAS NOT BEEN THE SUBJECT OF A BANKRUPTCY PROCEEDING, INCLUDING ANY PENDING BANKRUPTCY PROCEEDINGS WITHIN THE PAST SEVEN (7) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	MY ORGANIZATION HAS THE FINANCIAL RESOURCES AND MANAGEMENT CAPACITY NECESSARY TO FULFILL THE REQUIREMENTS OF OUR PROPOSED CONTRACT WITH LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT, TO OUR KNOWLEDGE, BEEN THE SUBJECT OF A POOR PERFORMANCE COMPLAINT, CONFLICT OF INTEREST CONCERN, OR OTHER ETHICS INQUIRY AT LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE APPROPRIATE ACTIONS CAN BE TAKEN TO AVOID IMPACT TO THE PRODUCTS OR SERVICES WE WILL DELIVER TO LAUSD.	<div style="border: 1px solid black; height: 30px; width: 100%;"></div>	

4. CONTRACTING EXCELLENCE (PLEASE COMPLETE EACH LINE BELOW):

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF LAUSD'S CONTRACTING PROCESS. WE WILL NOT REQUEST OR ACCEPT – EITHER DIRECTLY OR INDIRECTLY – ANY PROTECTED INFORMATION REGARDING PRESENT OR FUTURE CONTRACTS BEFORE THE INFORMATION IS MADE PUBLICLY AVAILABLE AT THE SAME TIME AND IN THE SAME FORM TO ALL OTHER POTENTIAL BIDDERS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL PROTECT THE CONFIDENTIALITY OF ALL INFORMATION GARNERED THROUGH THE CONTRACTING PROCESS AND OUR WORK WITH LAUSD. WE UNDERSTAND THAT USING SUCH INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT PARTICIPATED IN ANY ASPECT OF DEVELOPING THE SCOPE OF WORK, SOLICITATION DOCUMENTS, TECHNICAL SPECIFICATIONS, EVALUATION CRITERIA, PROCUREMENT CONSIDERATIONS, OR OTHER CONTRACTUAL INSTRUMENTS FOR THIS CONTRACT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION AND OUR REPRESENTATIVES KNOW OF NO LAUSD OFFICIAL WITH AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES WHO HAS PARTICIPATED IN ANY ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF \$1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER LAUSD'S GIFT LIMIT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY ALL THE INTEGRITY REQUIREMENTS OF LAUSD'S CONTRACTING PROCESS. WE WILL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.	<div style="border: 1px solid black; width: 100px; height: 40px;"></div>	

5. CONFLICTS OF INTEREST (PLEASE COMPLETE EACH LINE BELOW):

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH OR ON BEHALF OF LAUSD IN A MANNER THAT WOULD BE REASONABLY KNOWN TO CREATE OR LEAD TO A PERCEPTION OF SELF-DEALING.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH ANY LAUSD OFFICIAL* WHO HAS AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES. WE UNDERSTAND THAT DOING SO COULD VIOLATE GOVERNMENT CODE SECTION 1090 AND RESULT IN A VOID CONTRACT IN WHICH WE MAY OWE RESTITUTION TO LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT MAKE OR PARTICIPATE IN THE MAKING OF LAUSD DECISIONS WHEN OUR PERSONAL FINANCIAL INTERESTS CAN BE AFFECTED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION WILL NOT ALLOW ANY OF OUR REPRESENTATIVES TO CONDUCT BUSINESS DIRECTLY WITH ANY LAUSD OFFICIAL WHO IS A CLOSE RELATIVE OR COHABITANT, OR WITH WHOM THERE IS A CLOSE ECONOMIC ASSOCIATION. WE UNDERSTAND THAT ANY TIME THERE IS A CLOSE FAMILY OR PERSONAL RELATIONSHIP INVOLVED BETWEEN OUR REPRESENTATIVES AND AN LAUSD OFFICIAL WHO IS INVOLVED IN THIS WORK OR WHO HAS OVERSIGHT, WE MUST WORK WITH LAUSD TO IMPLEMENT THE NECESSARY SAFEGUARDS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT WORK ON BEHALF OF ANOTHER CLIENT ON A MATTER THAT WOULD BE REASONABLY SEEN AS IN CONFLICT WITH WORK PERFORMED FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
F.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BEGIN ANY PROSPECTIVE EMPLOYMENT OR CONSULTING DISCUSSIONS WITH ANY CURRENT LAUSD OFFICIAL WITHOUT IMPLEMENTING THE NECESSARY SAFEGUARDS ESTABLISHED BY STATE LAW AND LAUSD SINCE AN OFFER OF COMPENSATION CAN CREATE A CONFLICT.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
G.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT GIVE ANY GIFTS OR PERSONAL BENEFITS A) TO ANY LAUSD PROCUREMENT OFFICIAL, B) TO ANY LAUSD OFFICIAL IN EXCESS OF LAUSD'S ESTABLISHED GIFT LIMIT, OR C) TO ANY LAUSD OFFICIAL WITHOUT THE REQUIRED DISCLOSURE, IF DISCLOSURE IS REQUIRED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING IN WRITING ALL POTENTIAL OR ACTUAL CONFLICTS, ON AN ONGOING BASIS, TO THE LAUSD OFFICIALS DESIGNATED IN THE CODE, SO THAT ANY CONFLICTS CAN BE APPROPRIATELY REMEDIED.	<div style="border: 1px solid black; width: 100px; height: 40px;"></div>	

* Note that an LAUSD official is broadly defined to include "any board member, employee, consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.

6. REVOLVING DOOR RESTRICTIONS (PLEASE COMPLETE EACH LINE BELOW):

<p>For each "No" answer below, attach an additional sheet of paper with the heading "Revolving Door Restrictions" and provide an explanation that is brief, concise, and to the point which gives: 1) a description of the situation and the full name of the current or former LAUSD official(s) involved, 2) employment dates with LAUSD, 3) LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of responsibilities and services being performed for your organization, and 6) time period(s) your organization or representatives has compensated the official.</p>			
A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR WILL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL'S LAST DATE OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D.	MY ORGANIZATION WILL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL WILL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
E.	DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD'S COOLING PERIOD RESTRICTIONS:		
F.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL THE PROVISIONS OF LAUSD'S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.	<div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto;"></div>	

7. DISCLOSURE OBLIGATIONS (PLEASE COMPLETE EACH LINE BELOW):

Disclosure of Your Representatives		
Please attach an additional sheet of paper with the heading "Our Representatives" and provide the following: 1) the full name of all subcontractors, employees, agents and anyone else who will act on your organization's behalf for this LAUSD contract, 2) each individual's position title, and 3) each individual's organizational affiliation.		
Disclosure Relating to Current & Former LAUSD Officials		
For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Current & Former LAUSD Officials" and provide the following: 1) the full name of the current or former LAUSD official(s) involved, 2) the official's employment dates with LAUSD, 3) the official's final three-year history of LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of the responsibilities and services being performed for your organization, and 6) the time period(s) for which your organization or representative has compensated the official. <i>Note: Public agencies are exempt from this requirement and may indicate so on their attachment.</i>		
A. MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY CURRENT LAUSD OFFICIALS. WE KNOW THAT AN LAUSD OFFICIAL IS BROADLY DEFINED TO INCLUDE "ANY BOARD MEMBER, EMPLOYEE, CONSULTANT OR ADVISORY MEMBER OF LAUSD" WHO IS INVOLVED IN MAKING RECOMMENDATIONS OR DECISIONS FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. MY ORGANIZATION AND OUR REPRESENTATIVES ARE <u>NOT</u> COMPENSATING ANY INDIVIDUALS WHO HAVE BEEN FORMER LAUSD OFFICIALS WITHIN THE LAST THREE (3) YEARS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Other Affiliations" and provide the following: 1) the full name of the LAUSD official(s) involved, 2) the official's current LAUSD position title held and department worked, and 3) the details of the official's relationship or affiliation with your organization or representatives.		
C. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING THE FAMILY MEMBERS OF ANY LAUSD OFFICIALS WHO ARE INVOLVED WITH THIS CONTRACT OR OUR WORK FOR LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. MY ORGANIZATION AND OUR REPRESENTATIVES HAVE NO KNOWLEDGE OF ANY FORMER EMPLOYEES OF OURS WHO ARE PRESENTLY EMPLOYED BY LAUSD.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Lobbying Disclosure		
E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD'S ETHICS OFFICE WEBSITE (WWW.LAUSD.NET/ETHICS). WE UNDERSTAND THAT UNDER LAUSD'S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT TO LOBBY LAUSD, OR IF WE WILL SPEND MORE THAN \$10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

State-Mandated Statement of Economic Interests (for professional services contracts only)		
F	MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA'S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONTRACTORS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is "No" below, attach an additional sheet of paper with the heading "State-Mandated Statement of Economic Interests" and provide the following: 1) the full name of each of your representatives who will make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual will provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals will have to complete a Statement of Economic Interests which can be downloaded from: www.lausd.net/ethics.		
G.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BE INVOLVED IN PERFORMING ANY ACTIVITIES OR DECISION-MAKING FOR LAUSD IN THIS CONTRACT SUCH AS: OBLIGATING LAUSD TO A COURSE OF ACTION; APPROVING PLANS, DESIGNS, REPORTS OR STUDIES FOR LAUSD; ADOPTING POLICIES, STANDARDS AND GUIDELINES FOR ANY SUBDIVISION OF LAUSD; AUTHORIZING LAUSD TO ENTER INTO, MODIFY, OR RENEW A CONTRACT; NEGOTIATING ON BEHALF OF LAUSD; ADVISING OR MAKING RECOMMENDATIONS TO LAUSD DECISION-MAKERS; CONDUCTING RESEARCH OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD'S CONFLICT OF INTEREST CODE.	<input type="checkbox"/> Yes <input type="checkbox"/> No
H.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST.	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>

To ensure your compliance with LAUSD's disclosure obligations, please verify that all necessary attachments are included.

8. TRUST-BUILDING PRACTICES (PLEASE COMPLETE EACH LINE BELOW):

A.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL ADVISE LAUSD OF ANY CHANGE IN THE OWNERSHIP OR OPERATIONAL AND MANAGERIAL CONTROL OF OUR ORGANIZATION WITHIN 10 BUSINESS DAYS OF SUCH CHANGE.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN POLITICAL SUPPORT AND ACTIVITIES ON LAUSD TIME OR WITH LAUSD RESOURCES UNLESS WE HAVE BEEN RETAINED BY LAUSD TO SPECIFICALLY ENGAGE IN THOSE ACTIVITIES. WE UNDERSTAND THAT LAUSD RESOURCES INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION	<input type="checkbox"/> Yes <input type="checkbox"/> No
C.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT SUBMIT ANY FALSE CLAIMS FOR PAYMENT TO LAUSD, AND WE WILL NOT MAKE ANY SUBSTITUTION FOR GOODS, SERVICES OR TALENT THAT DO NOT MEET CONTRACT SPECIFICATIONS WITHOUT PRIOR WRITTEN APPROVAL BY LAUSD.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD ASSETS AND RESOURCES FOR PURPOSES WHICH DO NOT SUPPORT LAUSD'S WORK. WE UNDERSTAND THAT LAUSD ASSETS INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION.	<input type="checkbox"/> Yes <input type="checkbox"/> No
E.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD NAMES AND MARKS, OR SUGGEST ANY LAUSD ENDORSEMENT IN ANY WAY, WITHOUT THE APPROPRIATE WRITTEN LAUSD APPROVAL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
F.	MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT LET ANY SUSPECTED VIOLATIONS OF LAUSD'S CONTRACTOR CODE OF CONDUCT GO UNADDRESSED. WE UNDERSTAND THAT GOOD FAITH REPORTING OF SUSPECTED VIOLATIONS TO LAUSD'S OFFICE OF THE INSPECTOR GENERAL IS ENCOURAGED.	<input type="checkbox"/> Yes <input type="checkbox"/> No
G.	BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ENSURE ETHICAL AND RESPONSIBLE USE OF PUBLIC TAX DOLLARS FOR MAXIMUM STUDENT BENEFIT BY COMMITTING TO TRUST-BUILDING PRACTICES AND BY PROVIDING EXCELLENCE, HIGH QUALITY, INNOVATION AND COST EFFECTIVENESS IN THE PRODUCTS AND SERVICES WE WILL DELIVER TO LAUSD.	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>

Thank you for your commitment to helping LAUSD ensure ethical conduct, public integrity and responsible use of scarce tax dollars.

Section II-B3 - INSURANCE REQUIREMENTS

The Proposer shall submit with its Proposal evidence that it has or can obtain insurance prior to Contract award. The following coverage's is required:

- A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:
 - \$1,000,000 per occurrence
 - \$ 100,000 fire damage
 - \$ 5,000 med expenses
 - \$1,000,000 personal & adv. injury
 - \$3,000,000 general aggregate
 - \$3,000,000 products/completed operations aggregate
- B. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

*If the Contractor is a sole proprietor with no employees, proof of Workers' Compensation and Employers' Liability insurance coverage will not be required. However, Contractor must have an approved waiver on file with the District. Please contact the Contract Analyst via email at alma.d.gonzalez@lausd.net to obtain waiver application.

- D. Other coverage(s):
 - Errors & Omissions (Professional Liability) coverage
 - \$1,000,000 per occurrence/ \$1,000,000 aggregate
 - **Sexual Abuse and Molestation coverage**
 - \$1,000,000 per occurrence/ \$2,000,000 aggregate**
- E. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, deductibles and retentions above \$100,000 require the Office of Risk Management and Insurance Service's pre-approval.
- F. Contractor, upon execution of the contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal/ cancellation notice provision. The Commercial General Liability and Business Auto Liability

policies of insurance providing the coverages referred to in clauses A and B above shall name the District and the Board of Education for the City of Los Angeles as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under the contract at no additional charge.

ATTACHMENT A**SAMPLE CONTRACT**

The following is a SAMPLE CONTRACT. Proposers are advised to read the Contract in its entirety. Any EXCEPTIONS to be taken shall be clearly noted, redlined and identified in the Proposer's proposal. Unless exceptions are listed, there shall be no negotiation of these terms and conditions. Proposal may be deemed non-responsive if it contains excessive exceptions.

LAUSD reserves the right to add, delete or modify provisions in this sample contract.

SAMPLE 2014 - 2017

CONTRACT NUMBER:

AFTER SCHOOL SERVICES PROVIDER:

Company Name
Street Address
City, State ZIP

Attention: Project Manager
Phone:
Email:

AFTER SCHOOL SERVICES **MASTER CONTRACT**

1. **MASTER CONTRACT**

This Master Contract ("Master Contract" or "Contract") is entered on **1st day of July 2014**, between the Los Angeles Unified School District (hereinafter referred to as "DISTRICT" or "LAUSD") and _____ (hereinafter referred to as "CONTRACTOR" or "Agency") for the purpose of providing after school services to the DISTRICT students under **CFDA Grant #84.287 (21st CCLC and ASSETs) and/or After School Education and Safety (ASES) Grant.**

2. **TERM OF MASTER CONTRACT**

The term of this Master Contract is from **July 1, 2014 through June 30, 2017** ("Term") with two one-year options. The DISTRICT may exercise the said option within 30 days prior to the expiration date of the preceding authorized period, by issuance of an appropriately funded unilateral modification to the Master Contract citing this special contract requirement as authority.

	Period	Not-to-Exceed Amount
Initial Term	July 1, 2014 through June 30, 2017	
Option Period 1	July 1, 2017 through June 30, 2018	
Option Period 2	July 1, 2018 through June 30, 2019	
	Grand Total (inclusive of options)	

3. **DUTIES OF THE CONTRACTOR**

The CONTRACTOR shall provide after school services to DISTRICT students under the grant in accordance with the **Statement of Work (Exhibit A)**, which is attached hereto and made a part hereof.

4. **RESERVED**

SAMPLE

5. COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, and ordinances, and rules, policies, and regulations. CONTRACTOR shall also comply with all DISTRICT existing published policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with DISTRICT policies and shall indemnify the DISTRICT under the provisions of Section 22 of this Master Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with DISTRICT policies.

Funding for this contract has been provided as part of the **Elementary and Secondary Education Act [ESEA], Title IV, Part B: The Federal grant, the 21st Century Community Learning Centers CFDA 84.287; 21st Century High School After School Safety and Enrichment for Teens [ASSETs] CFDA 84.287; and After School Education and Safety [ASES]**. Contractor shall adhere to all conditions required by Title 34 Code of Federal Regulations, Part 80 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Subpart C – Post Award Requirements.

6. INTEGRATION

This Master Contract and all attachments and amendments hereto, including the **Beyond the Bell Branch (BTBB) Policies and Procedures**, which is attached hereto as **Exhibit D** constitute the entire agreement between the DISTRICT and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be modified or amended only by a written amendment executed by CONTRACTOR and DISTRICT. Notwithstanding the foregoing sentence, this Master Contract may also be modified or amended by DISTRICT and without CONTRACTOR's consent to conform to administrative and statutory guidelines.

7. CONTRACT AMOUNT AND COMPENSATION

7.1 CONTRACTOR shall provide all personnel, materials, and equipment required to complete, to the full satisfaction of DISTRICT, all the services described in the Statement of Work, Exhibit A. DISTRICT shall pay as full compensation for said services on a Fixed Unit Rate basis, an amount Not-to-Exceed ("NTE") \$_____ in accordance with **Payment Schedule (Exhibit B)**, attached hereto and made a part hereof. The annual NTE amount on Exhibit B is the annual maximum compensation to be paid for completion of all services in accordance with the requirements of this Master Contract.

7.2 Payment shall be contingent upon acceptance of the services and approval of invoice(s) by the Beyond the Bell Administrative Coordinator or his/her designee. DISTRICT will process payment within 30 days of receipt of invoice(s) which meet the requirements of this section, so long as DISTRICT has on file a fully executed Contract for the invoiced services. Invoices must (a) reference this Master Contract number and/or the related purchase order number(s), (b) be signed and submitted by CONTRACTOR to the locations identified below, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of this Master Contract. Any invoice(s) failing to meet the

SAMPLE

requirements set forth in this section will not be considered for payment within 30 days and may be rejected and/or returned to the CONTRACTOR. Additional documentation shall be furnished by CONTRACTOR to DISTRICT's Accounts Payable Branch upon request.

Mail Original Invoice(s) and Two Copies to:

Los Angeles Unified School District
Accounts Payable Branch
333 S. Beaudry Ave., 27th Floor
Los Angeles, CA 90017

Mail One(1) Copy of Invoice(s) to:

Los Angeles Unified School District
Ms. Elena Osuna (BTBB)
333 S. Beaudry Ave., 29th Floor
Los Angeles, CA 90017
Email: elena.osuna@lausd.net

Payments shall be subject to the withholding provisions of Section 39.

8. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

- a. The terms "21st Century Community Learning Centers (CCLC), 21st Century High School After School Safety and Enrichment for Teens (ASSETs) and After School Education and Safety (ASES)" mean those before and after school enrichment programs consisting of (1) an academic enrichment element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science, and (2) an educational enrichment element, that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities, that are conducted in accordance with the requirements of California Education Code section 8420 *et seq.*
- b. The term "authorized DISTRICT representative" means a DISTRICT administrator assigned to the Beyond the Bell Branch.
- c. The term "credential" means a valid credential, life diploma, permit, or document in education, special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credential, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing after school services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.
- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to

SAMPLE

grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. The term “parent” means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights in a legally valid manner by the natural or adoptive parent or a court of competent jurisdiction.
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a service day meeting the requirements for payment under this Master Contract.

ADMINISTRATION OF MASTER CONTRACT

9. NOTICES

All notices provided for by this contract shall be in writing.

Notices mailed to DISTRICT shall be addressed to:

Harry Talbot, Administrative Coordinator

Name

Beyond the Bell Branch

DISTRICT

333 S. Beaudry, 29th Floor

Address

Los Angeles, CA 90017

City State Zip

213 241-7900

Phone

Notices mailed to CONTRACTOR shall be addressed to:

Address

City State Zip

Phone

With a copy to:

Alma D. González

Assistant Contract Administration Manager

Name

Contract Administration Branch

DISTRICT

333 S. Beaudry, 28th Floor

Address

Los Angeles, CA 90017

City State Zip

213 241-0333

Phone

Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

SAMPLE

10. MAINTENANCE OF RECORDS/CONFIDENTIALITY

- 10.1 Contractor will comply with all federal, state and local laws, rules and regulations regarding personally identifiable information concerning DISTRICT students, employees and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or DISTRICT employee data provided or made available to CONTRACTOR in connection with this Master Contract (including, without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act, the Family Educational Rights and Privacy Act and the Children's Internet Protection Act), and will observe all DISTRICT security procedures related to the foregoing, as in effect from time to time, including (without limitation) those set forth in DISTRICT policy bulletin No. BUL-1553 and Reference Guide No. REF-1551, "Security Standards for Networked Computer Systems Housing Confidential Information" (available at www.lausd.net).
- 10.2 All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. In addition, CONTRACTOR shall maintain all records for at least seven (7) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of services; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; clearance certifications referenced in Section 30; liability and workers' compensation insurance policies; after school agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks.
- 10.3 This Master Contract, all communications and information obtained by CONTRACTOR from DISTRICT relating to this Master Contract, and all information developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of DISTRICT students being served by CONTRACTOR are confidential. Except as provided in Subsections 10.5 and 10.8, without prior written consent of an authorized representative of DISTRICT, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform DISTRICT, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from DISTRICT for any purpose other than the performance of this Master Contract, without DISTRICT's prior written consent.
- 10.4 At the conclusion of the performance of this Master Contract, CONTRACTOR shall return to DISTRICT all written materials constituting or incorporating any communications or information obtained from DISTRICT. Upon DISTRICT's written approval, CONTRACTOR may retain copies of such materials, subject to the requirements of Subsection 10.3.

SAMPLE

- 10.5 CONTRACTOR may disclose to any subcontractor, or DISTRICT approved third parties, any information otherwise subject to Subsection 10.3 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written agreement to adhere to the requirements of Subsection 10.3 and shall provide a copy of such written agreement to DISTRICT.
- 10.6 CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract without prior written approval of DISTRICT.
- 10.7 CONTRACTOR's obligation of confidence with respect to information submitted or disclosed to CONTRACTOR by DISTRICT hereunder shall survive cancellation, termination, or expiration of this Master Contract.
- 10.8 CONTRACTOR shall maintain DISTRICT pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees and agents who have access to confidential records (as described in Subsections 10.1, 10.2 and 10.3). CONTRACTOR shall maintain an access log for each DISTRICT student's pupil record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the DISTRICT student's pupil record. Such log may not record access to the DISTRICT student's pupil records by: (a) the DISTRICT student's parent; (b) an individual to whom written consent has been executed by the DISTRICT student's parent; or (c) employees of DISTRICT or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the pupil record. For purposes of clause (c) above, "employees of DISTRICT or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to pupil records, and comply with parents' requests for copies of pupil records, as required by state and federal laws and regulations.

11. SEVERABILITY CLAUSE/ SURVIVAL

- 11.1 If any section, provision or portion of this Master Contract is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Master Contract shall nevertheless subsist and continue in full force and effect.
- 11.2 Sections 9, 10, 11, 12, 13, 16, 22, 39, and 41 shall survive the expiration of the Term or an earlier cancellation or termination of this Master Contract.

12. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees.

13. VENUE AND GOVERNING LAW

All questions concerning the validity, interpretation and performance of this Master Contract shall be governed by and decided in accordance with the laws of the State of California without regard to choice of law principles. The parties hereby submit and consent to venue and the

SAMPLE

exclusive jurisdiction of any state or federal courts located within the Los Angeles County, California and irrevocably agree that all actions or proceedings relating to this Master Contract all litigated in such courts.

14. **INDEPENDENT CONTRACTOR**

CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between DISTRICT and any individual assigned by CONTRACTOR to perform any services for DISTRICT. If DISTRICT is held to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR or any person performing services on CONTRACTOR'S behalf, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by DISTRICT as may result from that holding.

15. **SUBCONTRACTING**

15.1 CONTRACTOR shall provide written notification to DISTRICT before subcontracting for after-school program services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of after school services for DISTRICT students, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. The insurance coverage shall be at least as broad as the insurance coverage set forth in Section 21. Each subcontractor shall maintain limits of insurance no less than the limits set forth in Section 21.

15.2 For all insurance coverages provided by each subcontractor the following terms apply:

- A. Any deductibles or self-insured retentions must be declared to and approved by DISTRICT. At its option, DISTRICT may require a subcontractor, at the subcontractor's sole cost, to: (a) cause its insurer to reduce to levels specified by DISTRICT or eliminate such deductibles or self-insured retentions as pertain to DISTRICT, its officials and employees; or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. DISTRICT, its subsidiaries, officials and employees are to be covered as insured in respect to: liability arising out of activities performed by or on behalf of a subcontractor; products and completed operations of a subcontractor; premises owned, occupied or used by a subcontractor; or automobiles owned, hired or borrowed by a subcontractor. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its subsidiaries, officials and employees.

SAMPLE

2. For any claims related to the services performed under this Master Contract, a subcontractor's insurance coverage shall be primary insurance as it pertains to DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by DISTRICT, its subsidiaries, officials and employees shall be excess of subcontractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to DISTRICT, its subsidiaries, officials and employees.
 4. A subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to DISTRICT.
- C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to DISTRICT.
- D. Each subcontractor shall furnish DISTRICT with original endorsements effecting coverage required by this clause and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by DISTRICT. All endorsements are to be received and approved by DISTRICT before work commences. As an alternative to DISTRICT's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract.
- 15.3 When CONTRACTOR enters into subcontracts for the provision of transportation services, CONTRACTOR shall ensure that each such subcontract shall require the subcontractor to procure and maintain general liability and vehicle insurance with limits of at least \$5,000,000 per occurrence and \$5,000,000 in aggregate coverage. CONTRACTOR shall cause any such subcontract to require that the insurance provided by a subcontractor comply with and contain the terms set forth in subsections A thru D, inclusive, set forth above.

If DISTRICT determines based on the scope of services or the level of risk that change in insurance coverage obligations under this section is necessary, DISTRICT may reopen negotiations to modify the insurance obligations.

16. PROHIBITED ACTS AND INTERESTS

- 16.1 CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Master Contract and that

SAMPLE

no person having any such interest shall be subcontracted in connection with this Master Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-DISTRICT business while on DISTRICT property or time.

- 16.2 CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to DISTRICT prior to entering into this Master Contract any and all circumstances existing at such time that pose a potential conflict of interest.
- 16.3 CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of DISTRICT any cash or noncash gratuity or payment with a view toward securing any business from DISTRICT or influencing such person with respect to the conditions or performance of any contracts with or orders from the DISTRICT, including without limitation this Master Contract. Any breach of this warranty shall be a material breach of each and every contract between DISTRICT and CONTRACTOR.
- 16.4 As a condition of this Master Contract, CONTRACTOR agrees to comply with DISTRICT's **Contractor Code of Conduct**, which is attached hereto as **Exhibit C** and made a part hereof.
- 16.5 Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide DISTRICT with all documents or other information reasonably necessary to enable DISTRICT to determine whether or not a conflict of interest existed or exists.
- 16.6 Neither CONTRACTOR nor its employees, nor its subcontractors or their employees, shall give or offer to give any campaign contribution to any member of DISTRICT in violation of Government Code section 84308.
- 16.7 No DISTRICT official or employee, spouse or economic dependent of such official or employee, shall have any direct financial interest in any transaction resulting from this Master Contract.
- 16.8 Failure to comply with the provisions of this Section shall constitute grounds for immediate termination of this Master Contract, in addition to whatever other remedies DISTRICT may have.

17. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or in the performance of services under this Master Contract.

18. REPORTS/MEETINGS/EVALUATIONS

- 18.1 CONTRACTOR shall complete all reports required by DISTRICT, the State of California, or the federal government within 15 business days of CONTRACTOR's receipt of notification that a report must be submitted, except in those cases where a specific provision of this Master Contract sets forth a different submittal deadline. A CONTRACTOR representative or representatives shall attend all central, site

SAMPLE

coordinator/supervisor and staff meetings and trainings as mandated by the Beyond the Bell Branch, including, but not limited to, the meetings and trainings described within in Subsections 18.2, 18.3, 18.4, and 18.5, below.

- 18.2 **All** CONTRACTOR staff shall annually attend a DISTRICT-sponsored five-hour training on DISTRICT Rules, Regulations, Procedures and Program Implementation. In the event CONTRACTOR staff is hired following the scheduled training, DISTRICT shall make such training available through alternatives methods to be determined by the DISTRICT.
- 18.3 CONTRACTOR site supervisors and staff responsible for supervising site supervisors may attend a minimum of one of the three three-hour DISTRICT-provided trainings ("Level II Program Training"). Level II Program Training is designed to provide the minimum required training; CONTRACTOR is encouraged to provide supplemental training to enhance and supplement DISTRICT-provided trainings.
- 18.4 CONTRACTOR shall ensure that a representative with decision-making authority attends all monthly program executive committee meetings mandated by Beyond the Bell Branch. In the event CONTRACTOR's designated representative is unavailable, CONTRACTOR shall send another staff member with decision-making authority as CONTRACTOR'S representative.
- 18.5 In the event CONTRACTOR fails to meet attendance goals established in this Master Contract, CONTRACTOR shall meet with Beyond the Bell Branch staff to develop a program improvement plan.
- 18.6 CONTRACTOR shall participate in all DISTRICT, State, and federal inspections and evaluations.
- 18.7 CONTRACTOR'S failure to meet the requirements of this Section 18 shall subject CONTRACTOR to the payment withholding provisions of Section 39, below.
- 18.8 CONTRACTOR'S failure to be ready to provide services by July 1 of current year, District may at its sole discretion take over services or reassign work to another provider.

TERMINATIONS

19. TERMINATION FOR CONVENIENCE

- 19.1 DISTRICT may, by written notice to CONTRACTOR, terminate this Master Contract in whole or in part at any time, for DISTRICT's convenience. Upon receipt of such notice, CONTRACTOR shall:
 - A. immediately discontinue all services affected (unless the notices direct otherwise); and
 - B. deliver to DISTRICT all information and material as may have been involved in the provision of services whether provided by DISTRICT or generated by CONTRACTOR in the performance of this Master Contract, whether completed

SAMPLE

or in process. Termination of this Master Contract shall be as of the date of receipt by CONTRACTOR of such notice.

- 19.2 If the termination is for the convenience of DISTRICT, CONTRACTOR shall submit a final invoice within 60 days of termination and DISTRICT shall pay CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract.
- 19.3 CONTRACTOR shall not be entitled to anticipatory or consequential damages or lost profits as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

20. TERMINATION FOR DEFAULT

- 20.1 DISTRICT may, by written notice to CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and following a reasonable opportunity to cure. Upon receipt of such notice, CONTRACTOR shall:
- A. immediately discontinue all services affected (unless the notice directs otherwise) and
 - B. deliver to DISTRICT all information and material as may have been involved in the provision of services whether provided by DISTRICT or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process. Termination of this Master Contract shall be as of the date of receipt by CONTRACTOR of such notice.
- 20.2 If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, DISTRICT may take over the services, and complete the services by contract or otherwise. In such case, CONTRACTOR shall be liable to DISTRICT for any reasonable costs or damages occasioned to DISTRICT thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of CONTRACTOR to fulfill its obligations will be charged to CONTRACTOR and will be deducted by DISTRICT out of such payments as may be due or may at any time thereafter become due to CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to the DISTRICT upon notice of the excess so due.
- 20.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of DISTRICT. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.
- 20.4 CONTRACTOR shall not be entitled to anticipatory or consequential damages or lost profits as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any

SAMPLE

termination hereunder. The rights and remedies of DISTRICT provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

INSURANCE/INDEMNIFICATION

21. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Master Contract, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Master Contract or either party's use of the Work or any component or part thereof:

- A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence
 \$ 100,000 fire damage
 \$ 5,000 med expenses
 \$1,000,000 personal & adv. injury
 \$3,000,000 general aggregate
 \$3,000,000 products/completed operations aggregate

- B. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.

- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

- E. Other coverage(s):

Errors & Omissions (Professional Liability) coverage
\$1,000,000 per occurrence/ \$1,000,000 aggregate

Sexual Abuse & Molestation coverage with the following limits:
\$1,000,000 per occurrence/ \$2,000,000 aggregate

SAMPLE

- G. Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing, deductibles and retentions above \$100,000 require the Office of Risk Management and Insurance Service's pre-approval.
- H. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal/ cancellation notice provision. The Commercial General Liability and Business Auto Liability policies of insurance providing the coverages referred to in clauses A and B above shall name the District and the Board of Education for the City of Los Angeles as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

22. INDEMNIFICATION AND HOLD HARMLESS

Notwithstanding any language to the contrary in this Master Contract or any exhibit to this Master Contract, Contractor shall indemnify District as follows:

22.1 General Indemnity

- A. Contractor shall indemnify and hold District and its Board Members, administrators, employees, agents, attorneys, and contractors (Indemnities) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.
- B. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnities(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnities(s).

22.2 Proprietary Rights Indemnity

Contractor shall indemnify and hold harmless District, its officers, directors, employees, agents from and against any losses suffered by District as a result of Contractor's breach of its warranties set forth in Section 16 of this Master Contract. Contractor shall defend, indemnify, and hold harmless District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at District's expense. No settlement shall be made without notice to, and the prior written consent of, District.

SAMPLE

EDUCATIONAL PROGRAM

23. APPROPRIATE AFTER SCHOOL SERVICES

Unless otherwise agreed to in writing between CONTRACTOR and DISTRICT, CONTRACTOR shall be responsible for the provision of all appropriate personnel, supplies, or equipment to provide all after school services described in **Statement of Work (Exhibit A)**, which is attached hereto and made a part hereof. CONTRACTOR shall make no charge of any kind to parents for after school services as specified in Exhibit A.

24. AFTER-SCHOOL PROGRAM

CONTRACTOR'S after-school program shall be described in **Statement of Work (Exhibit A)**. CONTRACTOR must receive DISTRICT's approval of CONTRACTOR'S after-school program before the participation of DISTRICT students in CONTRACTOR'S program. The Beyond the Bell Branch will collaborate with CONTRACTOR to develop performance objectives and program expectations for the after-school program.

25. CALENDARS

CONTRACTOR shall be provided with a DISTRICT-developed/-approved calendar. CONTRACTOR shall provide services pursuant to the DISTRICT-developed/-approved calendar. CONTRACTOR shall bill only for services provided on billable days.

26. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of DISTRICT students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 34 CFR 106.8 (a) (d) and 106.9 (a), and any other policies required by law. CONTRACTOR shall provide certification that these procedures are in place to the Beyond the Bell Branch no later than the date that this Master Contract is signed.

27. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to DISTRICT students and all facilities including, but not limited to, the instructional setting, recreational activity areas and meeting rooms. CONTRACTOR shall comply with any known court orders regarding parental visits and access to DISTRICT students.

28. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

If CONTRACTOR provides services on DISTRICT public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and DISTRICT procedures regarding visitors to school campuses specified by the Beyond the Bell Branch, and the procedures of the

SAMPLE

campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies necessary to implement the provision of services on DISTRICT public school campuses.

29. MONITORING

- 29.1 CONTRACTOR shall allow access by DISTRICT to its facilities for periodic monitoring. DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.
- 29.2 CONTRACTOR shall participate in an annual review process as deemed appropriate by DISTRICT. This review will address, among other things, programmatic aspects of the CONTRACTOR, compliance with relevant state and federal regulations, assessments of DISTRICT students, DISTRICT student achievement growth, and Master Contract compliance.
- 29.3 CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.
- 29.4 CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

PERSONNEL

30. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 45125.1, 35021.1, 35021.2, and 49406, including, but not limited to:

- 1) Obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, prior to service with any DISTRICT student. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, shall not come in contact with DISTRICT students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to DISTRICT that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, or contractors who may come into contact with DISTRICT students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 45122.1, unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 45125.1 (f)(1) or (2). Clearance certification shall be submitted to the Beyond the Bell Branch pursuant to the requirements of the Beyond the Bell Branch. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

SAMPLE

- 2) Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR's employees and volunteers and subcontractors receive clearance for TB.

31. STAFF QUALIFICATIONS

- 31.1 CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified in the area in which the individuals are providing after school services, and/or individualized instruction.
- 31.2 CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or is otherwise qualified and trained to provide the service.
- 31.3 CONTRACTOR personnel assigned as site supervisors shall, at a minimum, meet the DISTRICT's requirements for employment as a para-educator. Selection of the school site supervisor shall be subject to the approval of the school site principal.

32. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

- 32.1 Before the start of service, CONTRACTOR shall submit to DISTRICT a staff list, and all current licenses, credentials, permits and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide after school services held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide services under this Master Contract. CONTRACTOR shall ensure that all credentials are on file at the Office of the County Superintendent of Schools. CONTRACTOR shall, in a manner specified by the Beyond the Bell Branch, notify DISTRICT in writing within five (5) school days (i.e., days when DISTRICT schools are in session) when personnel changes occur which may affect the provision of after school services to DISTRICT students.
- 32.2 CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide services under this Master Contract. CONTRACTOR shall provide to DISTRICT updated information regarding the status of licenses, credentials, permits and/or other documents quarterly during the Term.

HEALTH AND SAFETY MANDATES

33. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local, laws, regulations, ordinances, and DISTRICT policies, and procedures regarding student health and safety.

SAMPLE

34. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall notify immediately the Beyond the Bell Branch by telephone call and email, and shall submit within 24 hours by mail, any accident or incident report to the Beyond the Bell Branch, pursuant to the procedures specified by the Beyond the Bell Branch.

35. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees that all staff members, including volunteers, are familiar with and agree to adhere to its child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the Beyond the Bell Branch at least twice per year, in September and in April. CONTRACTOR must develop and/or maintain a written child abuse reporting procedure.

36. REPORTING OF MISSING CHILDREN

CONTRACTOR assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the Beyond the Bell Branch. CONTRACTOR must develop and/or maintain a written missing children reporting procedure.

FINANCIAL

37. ENROLLMENT, CONTRACTING, AND ATTENDANCE REPORTING

- 37.1 CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the Beyond the Bell Branch.
- 37.2 CONTRACTOR shall maintain daily registers for each site served by CONTRACTOR that identify each DISTRICT student served by CONTRACTOR. Original daily registers shall be completed and signed by the relevant CONTRACTOR's site supervisor and shall be available for review, inspection, or audit by DISTRICT during the Term and for a period of seven (7) years thereafter.
- 37.3 CONTRACTOR shall comply with the attendance reporting requirements of California Education Code sections 8421 and 8422. CONTRACTOR shall submit monthly attendance reports by the fifteenth (15th) of every month. Attendance reports are due even for zero attendance reporting.
- 37.4 CONTRACTOR shall submit Quarterly Expenditure Reports documenting expenditures related to services provided under this Master Contract. Expenditures must comply with the requirements of the 21st Century Community Learning Centers (CCLC), 21st Century High School After School Safety and Enrichment for Teens (ASSETs) and After School Education and Safety (ASES) programs and DISTRICT policy. The Quarterly Expenditure Reports must be submitted in accordance with the schedule outlined in the attached Payment Schedule (Exhibit B).

SAMPLE

37.5 **LIQUIDATED DAMAGES** In the event CONTRACTOR fails to comply with any of the reporting or other document maintenance, retention or submission deadlines of this Section 37, the parties agree that such failure or delay will interfere with the proper implementation of the DISTRICT's programs, to the detriment of the DISTRICT. DISTRICT and CONTRACTOR agree that it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such failure or delay. Therefore, the DISTRICT and CONTRACTOR agree that in the event of any such failure or delay, the CONTRACTOR shall pay the amount of \$100 per day as liquidated damages, and not as a penalty, for every day a document required in this Section 37 is late. Amounts due the DISTRICT as liquidated damages may be deducted by the DISTRICT from any money payable to the CONTRACTOR. The DISTRICT shall notify the CONTRACTOR in writing of any claim for liquidated damages pursuant to this paragraph on or before the date DISTRICT deducts such sums from money payable to the CONTRACTOR.

38. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of the District. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

39. RIGHT TO WITHHOLD PAYMENT

39.1 DISTRICT may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) after school services are provided to DISTRICT students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or d) CONTRACTOR receives payment from another agency or funding source for a service provided to a DISTRICT student.

39.2 If the basis for the withholding is subsection(s) (a) and/or (b) above, DISTRICT may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment. If the basis for the withholding is subsection (c) above, DISTRICT may only withhold payment for services provided by the individual. If the basis for the withholding is subsection (d) above, DISTRICT may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the DISTRICT student.

SAMPLE

40. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of after school services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing, and/or payment by any agency for the costs associated with the provision of after school services to DISTRICT students.

41. INSPECTION AND AUDIT

- 41.1 CONTRACTOR shall maintain and DISTRICT shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Master Contract.
- 41.2 CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents describing the services provided used to record the provision of related services; daily service logs and notes and other documents used to record provision of services provided; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, clearance documentation referenced in Section 30, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and worker's compensation insurance policies; certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks. Such access shall include unannounced inspections by DISTRICT. CONTRACTOR shall make available to DISTRICT all budgetary information including operating budgets submitted by CONTRACTOR to DISTRICT for the relevant contract period being audited.
- 41.3 CONTRACTOR shall make said evidence and documents available at the office of DISTRICT or CONTRACTOR'S offices (to be specified by DISTRICT) at all reasonable times and without charge. Said evidence/documents shall be provided to DISTRICT within five (5) working days of a written request from DISTRICT. CONTRACTOR shall, at no cost to DISTRICT, provide assistance for such examination or audit. DISTRICT's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, it shall be provided in a format that is accessible and readable by current software by DISTRICT.
- 41.4 CONTRACTOR shall obtain from its subcontractors and suppliers written agreements incorporating the requirements of this section and shall provide a copy of such agreements to DISTRICT upon request by DISTRICT.
- 41.5 If an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes DISTRICT monies as a result of CONTRACTOR'S overbilling or failure to perform, in whole or in part, any of its obligations under this Master Contract, DISTRICT shall provide to CONTRACTOR

SAMPLE

written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and DISTRICT otherwise agree in writing, CONTRACTOR shall pay to DISTRICT the full amount owed as result of CONTRACTOR'S overbilling and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to DISTRICT within thirty (30) days of receipt of DISTRICT's written notice demanding payment.

- 41.6 The DISTRICT reserves the right to withhold payment under this Contract as a "set off" against amounts due, or to become due, to the DISTRICT resulting from any other contracts or purchase orders awarded to the same CONTRACTOR.

42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD

The following certification is applicable only to contracts for \$25,000 or more which are funded by Federal funds (including those passed through other agencies).

By signing this Master Contract, the Contractor certifies that the CONTRACTOR and any of its principals and/or subcontractors:

- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (B) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of the offenses listed in Subsection (B), above.

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43. BUDGET REDUCTIONS

In the event that, in the current or any subsequent fiscal year, the Board of Education fails to appropriate sufficient funds to fund the Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, District may either (a) terminate the Contract, without further liability to District, or (b) propose an amendment to the Contract for an amended definition of the Work and at a lower price. Any such amendment shall require the mutual agreement of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks, District shall have the option to suspend performance of the Contract and suspend payments to the Contractor until the Board of Education rescinds the suspension. In any event, the Contractor shall be paid in accordance with the Contract for Work performed through the date of termination, amendment, or suspension of payments. In no event shall District be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

44. GRANT FUNDING

Contractor acknowledges that DISTRICT's payments to CONTRACTOR are specifically conditioned upon the DISTRICT's receipt of funding from the 21st Century Community Learning Centers (CCLC), 21st Century High School After School Safety and Enrichment for Teens (ASSETs) and After School Education and Safety (ASES). If DISTRICT'S receipt of such grant funding is delayed, the DISTRICT reserves the right to suspend payments to CONTRACTOR until such time as grant funding resumes. If such grant funding terminates, the DISTRICT has no obligation to continue payments, other than for completed work, to CONTRACTOR and the term of this Master Contract terminates immediately. Likewise, the CONTRACTOR may suspend performance as the DISTRICT suspends payment. The DISTRICT is not liable to make any payments to the CONTRACTOR except to the extent that the grant funds are available to fund this Master Contract. In the event the DISTRICT terminates payment under this provision, CONTRACTOR shall likewise terminate performance.

45. FURTHER ASSURANCES

Each party shall provide such further documents and instruments and take such other actions as may be reasonably necessary or desirable to give effect to this Master Contract and to carry out its provisions.

46. RIGHTS IN PROPERTY

46.1 Unless otherwise agreed to in writing by the DISTRICT and CONTRACTOR, all deliverables, documents, products, data and/or other property (collectively "Property") developed by CONTRACTOR (and its subcontractors) in connection with the performance of this Master Contract shall be the property of and belong solely to the DISTRICT, without restriction or limitation on their use, and shall be made available upon request to the DISTRICT at any time and at no additional cost.

46.2 Any such Property not previously delivered shall be delivered to the DISTRICT, at no additional cost, upon completion of CONTRACTOR's performance under this Master Contract, whether by contract termination or expiration. Title to the Property shall pass to and vest in the DISTRICT upon CONTRACTOR's delivery of such property.

SAMPLE

CONTRACTOR shall be permitted to retain copies of the Property; however, any publication thereof shall be subject to the advance written approval of the DISTRICT.

- 46.3 CONTRACTOR shall agree to grant to the DISTRICT, at no additional cost, a royalty-free license to publish, translate, reproduce, deliver, and use as it deems fit any Property delivered pursuant to this Master Contract.
- 46.4 CONTRACTOR shall execute, acknowledge and deliver promptly to the DISTRICT proper bills of sale or other written instruments of title in a form as may be required by the DISTRICT, at no additional cost. Said instruments shall convey to the DISTRICT title to the Property free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS MASTER CONTRACT TO BE DULY EXECUTED.

- CONTRACTOR -

- DISTRICT -

LOS ANGELES UNIFIED SCHOOL DISTRICT

By:

Signature of Authorized Date
Representative

By:

George Silva
Chief Procurement Officer

Print Name and Title

Date

ATTACHMENT B

LOS ANGELES UNIFIED SCHOOL DISTRICT Contractor Code of Conduct

(adopted 11/02, revision effective 11/06)

Preamble

Los Angeles Unified School District's Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of LAUSD's decision-making process. This Code is premised on three concepts:

- *Ethical and responsible use of scarce public tax dollars is a critical underpinning of effective government*
- *Contracting integrity and quality of service are the shared responsibilities of LAUSD and our Contractors*
- *Proactive and transparent management of potential ethics concerns improves public confidence*

This Code sets forth the ethical standards and requirements that all Contractors and their Representatives shall adhere to in their dealings with or on behalf of LAUSD. Failure to meet these standards could result in sanctions including, but not limited to, voidance of current or future contracts.

1. Contractors

All LAUSD Contractors and their Representatives are expected to conduct any and all business affiliated with LAUSD in an ethical and responsible manner that fosters integrity and public confidence. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Contractor's "Representative" is also broadly defined to include any subcontractors, employees, agents, or anyone else who acts on a Contractor's behalf.

2. Mission Support

LAUSD relies on Contractors and their Representatives to support our LAUSD mission statement of *"educating students to a higher level of achievement that will enable them to be responsible individuals and productive members of the greater society."* Contractors and their Representatives must provide high-value products, services and expertise which advance LAUSD's mission or provide mission-related benefits that support our goals for the students, employees, stakeholders, and the communities we serve.

3. Ethical Responsibilities

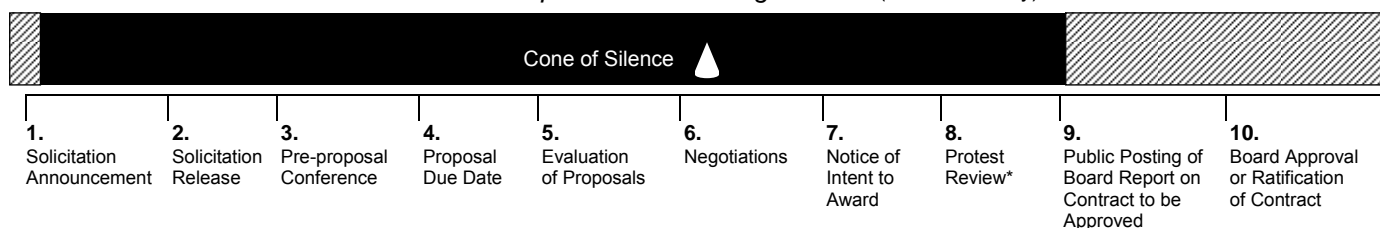
All LAUSD contracts must be developed and maintained within an ethical framework. LAUSD seeks to promote public trust and confidence in our contracting relationships and we expect every individual, regardless of position or level of responsibility, who is associated with an LAUSD procurement process or contract, to commit to exemplifying high standards of conduct in *all phases* of any relationship with LAUSD.

Given that the business practices and actions of Contractors and their Representatives may impact or reflect upon LAUSD, strict observance with the standards in this Code, all applicable local, state and federal laws, and any other governing LAUSD policies or agreements is not only a minimum requirement for all Contractors and their Representatives, but an ethical obligation as well.

In addition to any specific obligations under a Contractor's agreement with LAUSD, all Contractors and their Representatives shall comply with the following requirements:

- A. *Demonstrate Honesty and Integrity* – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid *even the appearance of impropriety or misrepresentation*. All communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.
- B. *Be a Responsible Bidder* – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.
- (1) *Critical Factors* – In considering a Contractor's record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax delinquencies, settlements, financial solvency, past performance, prior determinations of failure to meet integrity-related responsibilities, and violations by the Contractor and its Representatives of any LAUSD policies and Codes in prior procurements and contracts. LAUSD reserves the right to reject any bid, proposal and contract, and to impose other sanctions against Contractors who fail to comply with our district policies and requirements, or who violate the prohibitions set forth below in Section 6, Prohibited Activities.
- C. *Maintain the Cone of Silence* – Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration and/or other penalties outlined in Section 8, Enforcement Provisions, if they engage in prohibited communication during the restricted period(s).
- (1) *Competitive Contracting Process* – To ensure a level playing field with an open and uniform *competitive* contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any LAUSD official as this could appear to be an attempt to curry favor or influence. An "LAUSD official" is broadly defined to include "any board member, employee, consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.

Schematic of LAUSD's Competitive Contracting Process (Illustrative Only)



Contracting Process

Lobbying in this period may require registration and disclosure in LAUSD's Lobbying Disclosure Program, if the triggers are met.

* Note: Protests can sometimes extend past the contract approval process

- (a) *Prohibited Communication* – Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:
- (i) contact of LAUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;
 - (ii) contact of LAUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;

- (iii) contact of LAUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.
- (b) Exceptions – The following are exceptions to the Cone of Silence:
 - (i) open and uniform communications which are made as part of the procurement process such as the pre-bid or pre-proposal meetings or other exchanges of information which are given to all proposers;
 - (ii) interviews or presentations to evaluation committee members which are part of the procurement process;
 - (iii) clarification requests made in writing, under the terms expressly allowed for in an LAUSD contracting document, to the appropriate designated contract official(s);
 - (iv) negotiations with LAUSD's designated negotiation team members;
 - (v) protests which follow the process outlined by LAUSD's protest policies and procedures; and
 - (vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to LAUSD's Small Business Enterprise Program, or requests for formal guidance on ethics matters from the Ethics Office).
- (2) Non-Competitive Contracting Process – To ensure the integrity of the non-competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when a proposal is submitted to LAUSD until the time the contract is fully executed. During this designated time, Contractors and their Representatives are prohibited from making any contact with LAUSD officials on any of the terms of the contract under consideration as this could appear to be an attempt to curry improper favor or influence. The only exceptions to this Cone of Silence are clarification requests made with the Contract Sponsor or the appropriate designated contract official(s) in the Procurement Services Group or Facilities Contracts Branch.

Examples of Maintaining the Cone of Silence

- (3) Mai Vien Da is the CEO of a firm that wants to do business with LAUSD. She is at a party when she sees the head of the LAUSD division that has just issued an RFP that her company is interested in bidding on.

Mai can say "hello," but she must not discuss her proposal or the contracting process at all with the division head.

- (4) Mai is also interested in having her sales team meet with LAUSD officials district-wide to promote her firm's services, so that they can sell work on smaller projects that do not need to be competitively bid.

Mai and her employees may attempt to meet with district officials to discuss potential services outside of a competitive process, but she needs to recognize that her marketing activities may require her to register her firm and her employees in LAUSD's Lobbying Disclosure Program. (See Section 5, Disclosure Obligations).

- D. *Manage Potential Conflicts* – Contractors shall disclose all potential or actual conflicts to LAUSD on an ongoing basis with a Meaningful Conflict Disclosure. A "Meaningful Conflict Disclosure" is a written statement to LAUSD which lays out full, accurate, timely, and understandable information with regard to any potential conflicts involving Contractors and their work for LAUSD. The specific requirements for a Meaningful Conflict Disclosure are set forth in Section 3.D.(2) below. LAUSD relies on these proactive disclosures by Contractors to manage potential conflicts before they become actual conflicts of interest. A potential for conflict is present whenever a situation arises which creates a real or apparent advantage or a competing professional or personal interest for a Contractor. Such situations become conflicts of interest, if appropriate safeguards are not put into place. Examples of potential or actual conflicts include, but are not limited to situations when:
 - a financial relationship (income, stocks, ownership, investments, loans, excessive gifts, etc.) or close personal relationship exists or has existed between a Contractor or its Representatives and a LAUSD official;

- a financial or close personal relationship exists between any officers, directors or key employees of a Contractor or its Representatives and a LAUSD official;
- a prior, current or potential employment relationship exists between a Contractor or its Representatives and a current or former LAUSD official;
- an overlap exists between work that a Contractor or its Representative performs or has performed for LAUSD and work he or she will perform on behalf of another client; or
- an opportunity arises in which a Contractor or its Representative can make a governmental decision within the scope of LAUSD contractual duties that impacts his or her personal financial interests or relationships,

Contractors and their Representatives have a *continuing* obligation to advise LAUSD proactively of any potential conflicts which may arise relating to a contract.

- (1) State Conflict Standards – LAUSD is generally prohibited by California's Political Reform Act (Government Code Section 87100) and Government Code Section 1090 from contracting with Contractors if the Contractors, their Representatives, their officers, or any household member of the preceding serve LAUSD in any way in developing, awarding, or otherwise participating in the making of the same contract.

California law also governs situations in which there has been a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractors, their Representatives, or the public agency. Moreover, Government Code Section 1090 defines "making a contract" broadly to include actions that are preliminary or preparatory to the selection of a Contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations.

Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. In fact, the agency can also seek repayment from the Contractor of any amounts already paid and the agency can refer the matter to the appropriate authorities for prosecution.

- (2) Meaningful Conflict Disclosure – Contractors shall provide a meaningful disclosure of all potential and actual conflicts in a written statement to the LAUSD Contract Sponsor, the Ethics Office and the contracting contact from the Procurement Services Group/or the Facilities Contracts Branch. This disclosure requirement is a continuing duty on all Contractors. At a minimum, a Meaningful Conflict Disclosure must identify the following:
- (a) names and positions of all relevant individuals or entities;
 - (b) nature of the potential conflict, including specific information about the financial interest or relationship; and
 - (c) a description of the suggested remedy or safeguard for the conflict.

- (3) Resolution of Conflicts – When necessary, LAUSD will advise Contractors on how a disclosed conflict should be managed, mitigated or eliminated. The Contract Sponsor, in consultation with the Procurement Services Group/Facilities Contracts Branch, the Ethics Office, and the Office of the General Counsel, shall determine necessary actions to resolve any of the Contractors' disclosed conflict(s). When it is determined that a conflict must be addressed, a written notification will be made to the Contractor, indicating the actions that the Contractor and LAUSD will need to take to resolve the conflict.

Examples of Managing Potential Conflicts

- (4) Rhoda Warrior is a consultant from Global Consulting Firm. She has been assigned by her firm to do work for a particular LAUSD department. Although she does not directly work with him, her husband, Antonio, is one of the senior officials in that department.

Global Consulting must disclose this potential problem via a Meaningful Conflict Disclosure to LAUSD. Depending on the exact nature of her work within that department, Global Consulting

and the LAUSD Contract Sponsor may need to take steps to safeguard Rhoda's work from any actual conflict of interest.

- (5) Amartya Singh is a HR consultant from the Tip Top Talent Agency whose firm is providing temporary support to help LAUSD improve its recruitment efforts. Amartya is himself serving as acting deputy director for the HR division, and in that capacity has been asked to review and approve all bills for the department. In doing his work, Amartya comes across a bill for the Tip Top Talent Agency which requires approval.

Tip Top Talent Agency must disclose the conflict and work with LAUSD to ensure that someone more senior or external to Amarty's chain-of-command is the one that reviews, evaluates, or approves bills relating to Tip Top Talent Agency. Even if Amartya decides to quit Tip Top Talent to join LAUSD, he cannot be involved with matters relating to Tip Top Talent until 12 months have passed from the date he received his last payment from the firm.

- (6) Greta Planner is a technology consultant that has been hired to design all the specifications for a group of new technology labs. One of the services that Greta will be specifying is an automated wireless projection system. As it turns out, Greta owns direct stock in a firm that manufactures these types of projection systems.

Greta's direct stock ownership constitutes a financial interest in that company. She must disclose the potential conflict right away in writing to the LAUSD Contract Sponsor, so that the appropriate safeguards can be put in place to prevent any actual conflict.

- E. *Provide Contracting Excellence* – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to LAUSD, so that the public is served with the best value for its dollars.
- F. *Promote Ethics Standards* – Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors may draw upon the resources provided by LAUSD, including but not limited to those made available by the Ethics Office, the Procurement Services Group, and the Facilities Contracts Branch. Such training resources and additional information about LAUSD policies can be found on LAUSD's website (www.lausd.net).
- G. *Seek Advice* – Contractors are expected and encouraged to ask questions and seek formal guidance regarding this Code or other aspects of responsible business conduct from the LAUSD Ethics Office whenever there is a doubt about how to proceed in an ethical manner. A Contractor's proactive management of potential ethics concerns is necessary and vital since this Code does not seek to address or anticipate all the issues that may arise in the course of seeking or doing business with LAUSD.

Example of Seeking Advice

- (1) Abe Iznismann is President of Accelerated Sciences, a new company that makes supplemental teaching tools in the sciences. Over the summer, Abe hired Grace Principle, a seasoned LAUSD administrator who now works in teacher recruitment, to consult with Accelerated Sciences in developing a cutting-edge learning tool. Originally, the company planned to sell the products only to schools in other states, but now it wants to sell the products in California and possibly to LAUSD. Abe wants to work with Grace to develop a win-win strategy for offering the new tools to LAUSD at a discount.

Accelerated Sciences needs to be very careful to ensure that Grace is not involved in any aspect relating to selling the product to LAUSD, especially since Grace has a financial interest with the firm. Remember, under California law, the mere existence of a financial interest creates a concern that will cause the good faith of any acts to be questioned, no matter how conscientious the individuals. Before undertaking any effort to sell to LAUSD, Abe or another manager at Accelerated Sciences should seek out advice on other safeguarding measures to ensure that their good intentions do not inadvertently create a bad outcome for the firm or Grace.

4. Relationship Management

LAUSD expects Contractors and their Representatives to ensure that their business dealings with and/or on behalf of LAUSD are conducted in a manner that is above reproach.

- A. *Employ Good Practices* – Contractors and their Representatives shall conduct their employment and business practices in full compliance with *all* applicable laws, regulations and LAUSD policies, including but not limited to the following:
 - (1) *Equal Employment Opportunity* – Contractors shall ensure that there is no discrimination in hiring due to race, color, religious creed, national origin, ancestry, marital status, gender, sexual orientation, age, or disability.
 - (2) *Health and Safety* – Contractors shall provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices.
 - (3) *Drug Free Environment* – Contractors shall ensure that there is no manufacture, sale, distribution, possession or use of illegal drugs or alcohol on LAUSD-owned or leased property.
 - (4) *No Harassment* – Contractors shall not engage in any sexual or other harassment, physical or verbal abuse, or any other form of intimidation.
 - (5) *Sweat-Free Conditions* – Contractors shall ensure that no child and/or forced or indentured labor is used in their supply chain. Contractors shall require that all goods provided to LAUSD are made in compliance with the governing health, safety and labor laws of the countries of origin. Additionally, Contractors shall ensure that workers are free from undue risk of physical harm or exploitation and receive a non-poverty wage.
- B. *Use Resources Responsibly* – Contractors and their Representatives shall use LAUSD assets for LAUSD business-related purposes only unless given written permission for a specific exception by an authorized LAUSD official. LAUSD assets include: time, property, supplies, services, consumables, equipment, technology, intellectual property, and information.
- C. *Protect Confidentiality* – Contractors and their Representatives shall protect and maintain confidentiality of the work and services they provide to LAUSD. All communications and information obtained in the course of seeking or performing work for LAUSD should be considered confidential. No confidential information relating to LAUSD should ever be disclosed without express authorization by LAUSD in writing, unless otherwise legally mandated.
- D. *Guard the LAUSD Affiliation* – Contractors and their Representatives shall be cautious of how they portray their relationship with LAUSD to the Public. Communications on behalf of LAUSD can only be made when there is express written permission by an LAUSD official authorized by LAUSD's Office of General Counsel.
 - (1) *LAUSD Name and Marks* – Contractors shall ensure that all statements, illustrations or other materials using or referencing LAUSD or its marks and logos—including the names and logos of any of our sub-divisions, and/or any logos created by and for LAUSD—receive advance review and written approval of the relevant LAUSD division head prior to release or use.
 - (2) *Commercial or Advertising Message* – Contractors shall ensure that no commercial or advertising message, or any other endorsements—express or implied—are suggested or incorporated in any products, services, enterprises or materials developed for/or relating to LAUSD unless given written permission to do otherwise by LAUSD's Board of Education.
- E. *Respect Gift Limits* – Contractors and their Representatives shall abide by LAUSD's gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to LAUSD officials, so that they do not place LAUSD officials in conflict with any specific gift restrictions:
 - (1) No Contractor or their Representative shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any LAUSD procurement official at any time.
 - (2) No Contractor or their Representative shall offer or give, directly or indirectly, any gifts in a calendar year to an LAUSD Official which exceed LAUSD's allowable gift limit.

Example of Respecting Gift Limits

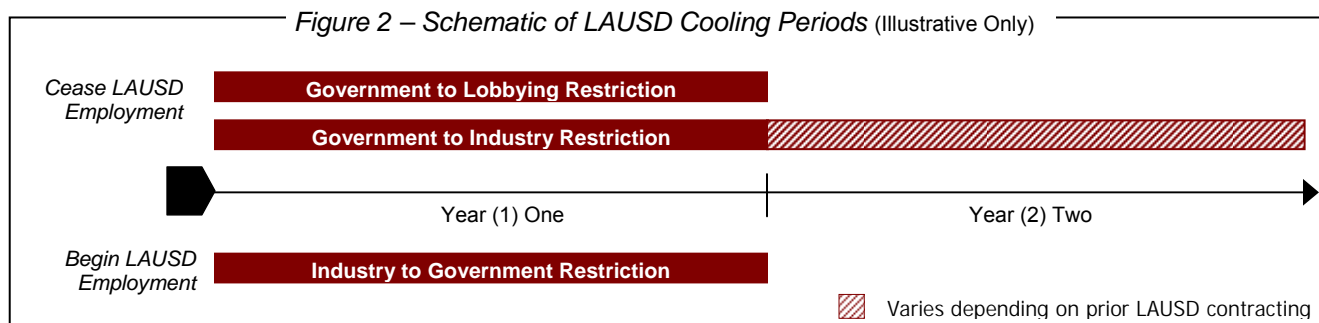
- (3) It's the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

Assuming Sue is not attempting to take out any procurement officials (since they observe a zero tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over \$50 in a year to LAUSD officials will create a reporting responsibility for the officials, if they are designated Form 700 Statement of Economic Interest filers. Additionally, if there is a procurement underway involving Sue or her firm, she should not give gifts to the LAUSD officials who are part of the evaluation process until the contract is awarded. Finally, Sue may also want to keep in mind that a nice personalized thank-you note can pack quite a punch!

Anyone doing business with LAUSD shall be charged with full knowledge that LAUSD's contracting decisions are made based on quality, service, and value. LAUSD does not seek any improper influence through gifts or courtesies.

- F. *Observe Cooling Periods* – Contractors and their Representatives shall observe and maintain the integrity of LAUSD's Cooling Periods. A "Cooling Period" is a mechanism used by public agencies and private organizations across the country to ensure that no unfair competitive advantage is extended due to the hiring of current or former employees. Allowing for some time to pass before a former official works on matters related to their prior agency or a new official works on matters related to their prior employer helps to mitigate concerns about the appearance of a "revolving door" where public offices are sometimes seen to be used for personal or private gain.

Contractors shall certify that they are upholding LAUSD's revolving door provisions as part of the contracting process. In their certification, Contractors shall detail the internal firewalls that have been put in place to preserve LAUSD's cooling periods. As with other public agencies, LAUSD observes three key types of cooling periods for safeguarding the critical transitions between public service and private industry:



- (1) **Government to Lobbying Restriction (One-Year Cooling Period)** – LAUSD will not contract with any entity that compensates a former LAUSD official who lobbies LAUSD before a one (1) year period has elapsed from that official's last date of employment

Example of Lobbying Restriction

Ace Impact Group wants to hire Joe Knowsfolks, a former LAUSD official, to help the company cultivate new business opportunities with LAUSD and arrange meetings with key LAUSD officials.

To avoid the possibility of unfair advantage or improper influence, Ace Impact Group is prohibited from utilizing Joe to contact anyone at LAUSD on their behalf until at least one year has passed from Joe's last date of employment. Joe may help Ace lobby other public entities, but Joe cannot communicate with anyone at LAUSD, either in person or in writing, on behalf of his new company.

(2) Government to Industry Restriction

- (a) Insider Advantage Restriction (One-Year Cooling Period) – LAUSD will not contract with any entity that compensates any current or former LAUSD official to work on a matter with LAUSD, if that official, within the preceding 12 months, held a LAUSD position in which they personally and substantially participated in that matter.

Example of Insider Advantage Restriction

Risky Business is a small boutique firm that helps public agencies, including LAUSD, develop strategies for managing and overcoming their unfunded liability. Risky Business wants to extend an offer of employment to Nooriya, a LAUSD official, whose previous responsibilities included advising LAUSD's Board and management on the issue of the district's unfunded liability.

As part of its certification, Risky Business needs to identify what safeguards it will have in place to ensure that Nooriya's work for them does not include matters relating to her prior LAUSD responsibilities for at least one year from when she left her LAUSD job. Given that "matters" include broad policy decisions, the general rule of thumb for avoiding any insider advantage is to have former LAUSD officials steer clear of LAUSD work for a year.

- (b) Contract Benefit Restriction (Two-Year Cooling Period) – LAUSD will not contract with any entity that employs any current or former LAUSD official who within the preceding two (2) years, substantially participated in the development of the contract's RFP requirements, specifications or any part of the contract's procurement process, if the official will perform any services for the Contractor relating to LAUSD on that contract.

Example of Contracting Benefit Restriction

Technology Advances has just won a big contract with LAUSD and is looking for talent to help support the company's growing work load. The firm wishes to hire some LAUSD employees: Aisha, a LAUSD technology official, her deputy Raj who was the individual who oversaw LAUSD's contracting process with Technology Advances, and Linda, an engineer who was on the evaluation committee that selected Technology Advances.

If Technology Advances hires any of these individuals, none may perform any work for the firm relating to this LAUSD work until two years have elapsed from the date that the contract was fully executed. This case is a good example of how the cooling period seeks to ensure that there is no benefit resulting from a public official's awarding of a contract. All of the LAUSD employees in this example would be considered to have substantially participated in the contract – Raj due to his direct work, Linda due to her role evaluating the bid proposals, and Aisha due to the fact that supervising both employees is a part of her official responsibility. Technology Advances should consider the implications before hiring individuals involved with their LAUSD contracting process.

- (3) Industry to Government Restriction (One-Year Cooling Period) – In accordance with California law, Contractors and/or their Representatives who act in the capacity of LAUSD officials shall be disqualified from making any governmental decisions relating to a personal financial interest until a 12-month period has elapsed from the time the interest has been disposed or severed.

Example of Industry to Government Restriction

Sergei Konsultantov is an outside contractor that has been hired to manage a major reorganization project for LAUSD. Sergei is on the Board of Directors for several companies who do business with LAUSD.

Sergei must not participate in any governmental decisions for LAUSD relating to any private organization for whom he has served as an employee, officer, or director, even in an unpaid capacity, if less than 12 months has passed since he held such a status. Sergei should contact the Ethics Office before starting his work to put a formal disqualification into effect and to seek out any other ethical safeguards he should have in place.

- (4) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive the Insider Advantage Restriction in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.

- G. *Safeguard Prospective Employment Discussions* – Contractors and their Representatives shall safeguard any prospective employment discussions with current LAUSD officials, especially when the official is one who may participate “personally and substantially” in a matter relating to the Contractor.

Example of Safeguarding an Employment Offer

- (1) Audit Everything, a firm that does work for LAUSD, has been really impressed by Thora Revue, an audit manager that oversees some of their audits. Audit Everything is interested in having Thora work for their firm.

Before Audit Everything begins any prospective discussions with Thora, they should let her supervisor know of their interest and ask what safeguards need to be put in place. For example, if Thora does not outright reject the idea and is instead interested in entertaining the offer, she and her manager will have to work with the Ethics Office to put into effect a disqualification from any further involvement relating to the Contractor before any actual employment discussions are allowed to proceed. Any Contractor who engages in employment discussions with LAUSD officials before a disqualification has been completed is subject to the penalties outlined in this Code.

- H. *Conduct Political Activities Privately* – Contractors and their Representatives shall only engage in political support and activities in their own personal and voluntary capacity, on their own time, and with their own resources.
- I. *Make Philanthropy Voluntary* – Contractors and their Representatives shall only engage in philanthropic activities relating to LAUSD on their own time and with their own resources. LAUSD views philanthropic support as a strictly voluntary opportunity for Contractors to demonstrate social responsibility and good citizenship. No expressions of support should be construed to have a bearing on current or future contracts with LAUSD. And no current or potential contracting relationship with LAUSD to provide goods or services is contingent upon any philanthropic support from Contractors and their Representatives, unless otherwise designated as part of a bid or proposal requirement in an open, competitive contracting process to solicit a specific type of support.
- (1) *Guidelines for Making a Gift to a Public Agency* – Contractors who wish to provide philanthropic support to LAUSD shall abide by the ethical and procedural policies and requirements established by LAUSD which build upon the “Gifts to an Agency” requirements established in California’s Code of Regulations Section 18944.2. For outside entities to make a gift or payment to LAUSD in a manner that maintains public integrity, the following minimum requirements must be met:
- (a) LAUSD must receive and control the payment;
 - (b) LAUSD must use the payment for official agency business;
 - (c) LAUSD, in its sole discretion, must determine the specific official or officials who shall use the payment. The donor may identify a specific purpose for the agency’s use of the payment, so long as the donor does not designate the specific official or officials who may use the payment; and
 - (d) LAUSD must have the payment memorialized in a written public record which embodies the requirements of the above provisions and which:

- Identifies the donor and the official, officials, or class of officials receiving or using the payment;
- Describes the official agency use and the nature and amount of the payment;
- Is filed with the agency official who maintains the records of the agency's Statements of Economic Interests (i.e. the Ethics Office); and
- Is filed as soon as possible, but no later than 30 days of receipt of the payment by LAUSD.

5. Disclosure Obligations

LAUSD expects Contractors and their Representatives to satisfy the following public disclosure obligations:

- A. *Identify Current and Former LAUSD Officials* – To ensure against conflict or improper influence resulting from employment of current or former LAUSD employees, Contractors and their Representatives shall disclose any of their employees, subcontractors or consultants who within the last three years have been or are employees of LAUSD. The disclosure will be in accordance with LAUSD guidelines and will include at a minimum the name of the former LAUSD employee(s), a list of the LAUSD positions the person held in the last three years, and the dates the person held those positions. Public agencies that provide contract services are not subject to this requirement.
- (1) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive this disclosure requirement in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.
- B. *Be Transparent about Lobbying* – Contractors and their Representatives shall abide by LAUSD's *Lobbying Disclosure Code* and register and fulfill the associated requirements, if they meet the trigger(s). LAUSD's lobbying policy seeks to enhance public trust and confidence in the integrity of LAUSD's decision-making process by providing transparency via a public record of the lobbying activities conducted by individuals and organizations. A "lobbying activity" is defined as any action taken with the principal purpose of supporting, promoting, influencing, modifying, opposing, delaying or advancing any rule, resolution, policy, program, contract, award, decision, or other proposal under consideration by LAUSD officials.

For further information on LAUSD's lobbying policy, Contractors and their Representatives shall review the resource materials available on the Ethics Office website (www.lausd.net/ethics). Failure to comply with LAUSD's Lobbying Disclosure Code can result in fines and sanctions including debarment from contracting with LAUSD.

- C. *Fulfill the State-Mandated Statement of Economic Interests ("Form 700") Filing Requirement* – Contractors and their Representatives shall abide by the financial disclosure requirements of California's Political Reform Act (Gov. Code Section 81000-91015). Under the Act, individual Contractors and their Representatives may be required to disclose economic interests that could be foreseeably affected by the exercise of their public duties in a disclosure filing called the Statement of Economic Interests or Form 700. A Form 700 serves as a tool for aiding public officials at all levels of government to ensure that they do not make or participate in making, any governmental decisions in which they have an interest.
- (1) *Applicability* – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as "consultants", if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor's Representative(s) to file a Form 700:
- (a) *Individual Makes Governmental Decisions* – Filing is required if an individual is involved in activities or decision-making such as: obligating LAUSD to any course of action; authorizing LAUSD to enter into, modify, or renew a contract; granting approval for contracts, plans, designs, reports, studies or other items; adopting or granting approval on policies, standards or guidelines for any subdivision of LAUSD; or negotiating on behalf of LAUSD without significant intervening review.

- (b) Individual Participates in the Making of Governmental Decisions for LAUSD and Serves in Staff-like Capacity – Filing is also required if an individual is performing duties for LAUSD on a continuous or ongoing basis extending beyond one year such as: advising or making recommendations to LAUSD decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing duties similar to an LAUSD staff position that is already designated as a filer position in *LAUSD's Conflict of Interest Code*.
- (2) Filing Timelines – Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:
 - (a) upon commencement of work with LAUSD,
 - (b) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and
 - (c) upon termination of work with LAUSD.
- (3) Process – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.
- (4) Disqualifications – Individuals who must file financial disclosure statements are subject to the requirements of the Political Reform Act as is the case with any other “public official” including disqualification when they encounter decision-making that could affect their financial interests. Contractors and their Representatives shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Act.

Examples of Form 700 Filers and Non-Filers

- (5) Maria Ley is an attorney for the firm of Legal Eagles which serves as outside counsel to LAUSD. In her capacity as outside counsel, Maria provides ongoing legal services for LAUSD and as such participates in the making of governmental decisions. Maria's role involves her in advising or making recommendations to government decision-makers and also gives her the opportunity to impact decisions that could foreseeably affect her own financial interests.

Maria would be considered a consultant under the Political Reform Act and would need to file a Form 700.

- (6) The Research Institute has been hired by LAUSD to do a major three-year policy study which will help LAUSD decide the shape and scope of a major after-school tutoring initiative, including the total funding that should be allocated. As part of the Institute's work, their researchers will help LAUSD design and decide on some additional contracts for supplemental survey research. The Institute knows that all the principal researchers on their team will have to be Form 700 filers because their work is ongoing and will influence LAUSD's governmental decision. However, the Institute is unsure of whether their trusty secretary, Bea Addman, would have to be a filer.

Bea does not need to file. Even though she will be housed at LAUSD for the three years and act in a staff-like capacity, she will provide clerical support primarily and will not participate in making any governmental decisions.

- (7) Bob Builder works for a construction company that will be supporting LAUSD's school-building initiative on a continuous basis. Bob will direct activities concerning the planning and construction of various schools facilities, coordinate land acquisition, supervise teams, set policies, and also prepare various budgets for LAUSD.

Bob meets the trigger defined under the law because as part of the services he will provide, he has the authority to affect financial interests and commit LAUSD to government actions at his discretion. Additionally, in his role, he will be performing essentially the same tasks as an LAUSD Facilities Project Manager which is a position that is already designated in LAUSD's Conflict of Interest Code. Therefore, Bob is required to file a Form 700.

6. Prohibited Activities

A Contractor, its Representative(s) and all other agent(s) acting on its behalf are prohibited from engaging in the following activities:

GENERAL PROHIBITIONS

- A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*
- B. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*
- C. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*
- D. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*
- E. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*
- F. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*
- G. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
 - (1) Providing any gifts at all to a procurement employee;
 - (2) Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and
 - (3) Providing gifts without the necessary public disclosure when disclosure is required
- H. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*
- I. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*
- J. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*
- K. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*
- L. *Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive*
- M. *Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

CONTRACTING PROHIBITIONS

- N. *Dealing directly with an LAUSD official who is a close relative or cohabitant with a Contractor or its Representatives in the course of negotiating a contracting agreement or performing a Contractor's obligation*
 - (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as persons living together.
- O. *Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process*
 - (1) In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until

the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved.

- (2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.
- P. *Employing any current or former LAUSD employee to perform any work prohibited by the "Cooling Periods" defined in Section 4F of this Code*
 - Q. *Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law*
 - R. *Making any substitution of goods, services, or talent that do not meet contract specifications without prior approval from LAUSD*
 - S. *Making false charges on claims for payment submitted to LAUSD in violation of the California False Claims Act, Cal. Government Code §§ 12650-12655*
 - T. *Requesting, attempting to request, or accepting—either directly or indirectly—any protected information regarding present or future contracts before the information is made publicly available at the same time and in the same form to all other potential bidders*
 - U. *Submitting a bid as a proposer or sub-proposer on a particular procurement after participating in its development (e.g. identifying the scope of work, creating solicitation documents or technical specifications, developing evaluation criteria, and preparing contractual instruments)*

LOBBYING PROHIBITIONS

- V. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*
- W. *Lobbying on behalf of LAUSD, if a Contractor or its Representatives is lobbying LAUSD officials.*
 - (1) Any person or entity who receives compensation to lobby on behalf of or otherwise represent LAUSD, pursuant to a contract or sub-contract, shall be prohibited from also lobbying LAUSD on behalf of any other person or entity for compensation as this would be considered a conflict of interest.

7. Issues Resolution

Early identification and resolution of contracting or other ethical issues that may arise are critical to building public trust. Whenever possible, it is advisable to initiate the issue resolution process proactively, either with the designated contracting contact if the issue arises during the contracting process, or with the Contract Sponsor in the case of an active contract that is being carried out. It is always appropriate to seek out the Procurement Services Group or the Facilities Contracts Branch to resolve an issue, if another alternative is not possible. Formal disputes regarding bid solicitations or contract awards should be raised and addressed in accordance with LAUSD policy where such matters will be given full, impartial, and timely consideration.

8. Enforcement Provisions

While Contractors and their Representatives are expected to self-monitor their compliance with this Contractor Code of Conduct, the provisions of this Code are enforceable by LAUSD. Enforcement measures can be taken by LAUSD's Procurement Services Group or Facilities Contracts Branch in consultation with the Contract Sponsor, the Ethics Office, the Office of the General Counsel, and the Office of the Inspector General. The Office of the Inspector General may also refer matters to the appropriate authorities for further action.

- A. *Report Violations* – Good faith reporting of suspected violations of the Contractor Code of Conduct is encouraged. Reports of possible violations should be made to the Office of the Inspector General where such reports will be investigated and handled with the level of confidentiality that is merited and permitted by law. No adverse consequences will result to anyone as a result of making a good faith report.
- B. *Cooperate on Audits and Investigations* – Contractors and their Representatives shall cooperate with any necessary audits or investigations by LAUSD relating to conduct identified in this Code. Such audits and investigations may be conducted when LAUSD has reason to believe that a violation of this Code has occurred. Once an audit or investigation is complete, LAUSD may contact a Contractor or their Representatives to establish remedies and/or sanctions.
- C. *Comply with Sanctions* – Contractors and their Representatives shall comply with the necessary sanctions for violations of this Code of Conduct. Remedies can include and/or combine one or more of the following actions:
 - (1) Removal of offending Contractor or subcontractor;
 - (2) Implementation of corrective action plan approved by LAUSD;
 - (3) Submission of training plan for preventing future violations of the Code;
 - (4) Probation for 1-3 years;
 - (5) Rescission, voidance or termination of a contract;
 - (6) Suspension from all LAUSD contracting for a period of time;
 - (7) Prohibition from all LAUSD lobbying activities;
 - (8) Compliance with deferred debarment agreement;
 - (9) Debarment from all LAUSD procurement or contracting; or
 - (10) Other sanctions available by law that are deemed reasonable and appropriate.

In the case of a procurement in which a contract has yet to be awarded, LAUSD reserves the right to reject any bid or proposal, to terminate the procurement process or to take other appropriate actions.

Failure to remedy the situation in the timely manner prescribed by LAUSD can result in additional sanctions. *Records of violations or any other non-compliance are a matter of public record.*

Any debarment proceeding will follow due process in accordance with the procedures described in LAUSD's Debarment Policy.

9. Future Code Updates

To ensure that LAUSD maintain our effectiveness in promoting integrity in our contracting processes and our use of public tax dollars, LAUSD reserves the right to amend and modify this Contractor Code of Conduct at its discretion. LAUSD's Ethics Office will post the latest version of the Code on its website. Interested parties with ideas on how LAUSD can strengthen our Code to improve public trust in the integrity of LAUSD's decision-making can contact LAUSD's Ethics Office in writing to share their comments. Such comments will be evaluated for future code updates.

LAUSD is not responsible for notifying a Contractor or their Representatives of any changes to this Code. It is the responsibility of a Contractor to keep itself and its Representatives apprised of any changes made to this Code. LAUSD is not responsible for any damages that may occur as a result of a Contractor's failure to fulfill its responsibilities of staying current on this Code.

10. Severability

If one part or provision of this Contractor Code of Conduct, or its application to any person or organization, is found to be invalid by any court, the remainder of this Code and its application to other persons or organizations, which has not been found invalid, shall not be affected by such invalidity, and to that extent the provisions of this Code are declared to be severable.

ATTACHMENT C**RFP NO.: 2000000050
AFTER-SCHOOL PROGRAMS****SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM**

- A. It is the District's policy to encourage participation by Small Business Enterprise (SBE) firms in contract activity. On February 25, 2003 the Board of Education established a Small Business Enterprise (SBE) goal to "Establish a District-wide small business participation goal of 25 percent for all contracts and procurement activities". Bidders/proposers which include SBE firms in their proposal/bid must detail the SBE status of those firms on the SBE Utilization Report.

Firms which meet the United States Small Business Administration size standards, or which have already been recognized by the LAUSD as a small business, or which are certified by a government agency or third party entity shall be considered SBE for the purposes of this program. The use of SBE partners/sub-contractors or participation in Federal agency small business programs will also be accepted as a response. Bidders/proposers are responsible for the verification of the SBE status of any firm represented as an SBE firm used in any proposal or bid. Misrepresentation of a firms' SBE status may jeopardize future contracting opportunities.

Size standards may be viewed at:

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/index.html>

- B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.
- C. LAUSD advises potential bidders/proposers that the SBE participation which the bidder/proposer commits to in their bid/proposal package becomes the goal of record. The LAUSD will enforce the SBE participation proposed.
- D. Firms claiming SBE participation must execute a copy of the SBE Utilization Report included in this IFB/RFP package, and include it in their RFP/IFB response. Firms not submitting an SBE Utilization report may be determined to have no SBE participation.

MONITORING/PENALTIES

The Procurement Services Group will be responsible for monitoring the SBE program,

If any firm listed on the SBE Utilization Report as an SBE is found not be an SBE, such finding may affect any future determination of responsibility for the firm(s) submitting the report.



**LOS ANGELES UNIFIED SCHOOL DISTRICT
SMALL BUSINESS ENTERPRISE PROGRAM
SBE UTILIZATION REPORT**

ATTACHMENT C

The Los Angeles Unified School District encourages participation by Small Business Enterprise (SBE) firms in procurement activity. Proposers/ bidders including SBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no SBE participation. Bidders/proposers that are SBE firms shall check the first box on the form. Majority firms responding to the SBE program will list SBE sub-contractors/partners or attach their annual small business contracting report (SF-295, Dept of Agriculture SBE report, etc.) Size standards, which define SBE status, are available at:

<http://www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html>

*Firm Name _____ RFP# _____

SBE STATUS (check one)

_____ Our firm(s) meet(s) the qualification for SBE status as defined in the Small Business Administration size standards, or is certified by a government or third party entity.

_____ Our firm utilizes SBE subcontractors. (List SBE firms utilized and the percentage)

_____ Our firm participates in a Federal agency small business utilization program.
(Attach report)

_____ No SBE utilization

By signing below, bidders/proposers represent that this is an accurate representation of the SBE status or utilization for the firm(s) participating in this contract.

Representative _____ Title _____

Date _____ Telephone _____

ATTACHMENT D**LOBBYIST REGISTRATION****Instructions for completing the LAUSD Lobbyist Registration Form**

All individuals who qualify as a "lobbyist," as defined by the Los Angeles Unified School District (LAUSD) Lobbyist Registration Code, must register with the District's Ethics Office within 10 days after the end of the month in which they qualify by:

1. Completing the lobbyist registration form (see third page of this packet);
2. Paying a registration fee of \$300 per calendar year (\$225 during the last calendar quarter);
3. Securing an Authorization Letter from your employer (this only applies to in-house lobbyists); and
4. Submitting the form and payment (and Authorization Letter) to the LAUSD Ethics Office.

To determine if you are required to register, review the Lobbyist Registration Program brochure, or the LAUSD Lobbyist Registration Code (available online at www.lausd.net/ethics; or by contacting us at 213-241-3330).

Note: If you are submitting an amendment to a previously filed registration, check the amendment box and complete the form with the amended information.

General Information – On the form, fill in the general information requested regarding the lobbyist:

- Name of Lobbyist, Business Address, Telephone Number, Fax Number, and E-mail address should all be current.
- For the box titled "Date Qualified as Lobbyist," the date refers to when you, the individual, met the LAUSD definition of "lobbyist."

I. Lobbyist Affiliation – Check the appropriate box on the form:

- Sole proprietor lobbying firm. You are an independent contractor/sole proprietor representing one or more clients. (You must also submit a Lobbying Firm Registration Form in conjunction with this Lobbyist Registration Form.)
- Lobbyist for a lobbying firm. You are employed by a firm or company that represents one or more clients, but you are not the sole proprietor. (Your organization must also submit a Lobbying Firm Registration Form which should be sent in conjunction with your Lobbyist Registration Form.)
- In-house lobbyist. You are an in-house lobbyist/employee that represents the interests of your employer only. (You must also file a letter of authorization from your employer to lobby on their behalf, but neither you nor your organization needs to submit a Lobbying Firm Registration Form.)

Provide the Name of your Lobbying Firm or Lobbyist Employer.

II. District Offices Lobbied – Check the appropriate box:

- Indicate which District offices you will be lobbying during the course of this registration. If you anticipate lobbying all District offices, check the first box. If your lobbying will be limited to specific offices, check the second box and list the District offices you will be lobbying. Attach additional sheet(s) if necessary.

III. Verification – Read the Lobbyist Statement of Understanding (next page). Sign and date the form.

File – Submit your original form (and Authorization Letter, if relevant) with registration payment to:

LAUSD Ethics Office

333 S. Beaudry Avenue, 20th Floor

Los Angeles, California 90017

Tel: (213) 241-3330



Los Angeles Unified School District

Beyond the Bell Branch

Extended Learning and Enrichment Programs

BEYOND THE BELL CERTIFICATIONS

Under contract requirements, the following are Beyond the Bell Branch's (BTBB) Policies and Procedures:

A. UPON EXECUTION OF THE CONTRACT:

- All Agency staff and volunteers must annually attend the BTBB Youth Services – “District and Emergency Procedures Training.”
- Agency will submit and maintain employee and volunteer clearances.
- Agency must submit an annual MOU between BTBB, Agency and Site Administrator.
- Agency must submit Program Plan, revised annually.
- Department of Justice and Federal Bureau of Investigation approval prior to contract start date.

B. ONGOING THROUGHOUT SCHOOL YEAR:

- Agency will submit monthly attendance figures to Beyond the Bell Branch. By “attendance figures” we mean electronic rosters of all the students that participated in the program during that specific month and the days they participated. It should include all the data required in the Attendance Template (which we provide). Attendance should be submitted by the 15th of the subsequent month every month.
- BTBB personnel will conduct visits to randomly selected sites to monitor program implementation, attendance rosters, supervision, access to facilities, safety, inventory and quarterly expenditure reports. The findings are reported to BTBB.
- Agency will provide a snack/supper to all program participants every day of the program.
- All programs will remain open from the close of school until at least 6 pm.
- All Agency site staff must wear identifying clothing at all times.
- Agency authorized Executive must attend all BTBB meetings. In the event that Executive is unavailable, representative with decision making authority must attend.
- Agency will submit a copy of their individual annual audits/financial statements to BTBB as they occur.
- Agency will submit a quarterly expenditure report for each of their school sites.
- Each site must have a Site Coordinator that may not be counted as part of the 20 to 1 mandatory staff to student ratio.



Los Angeles Unified School District

Beyond the Bell Branch

Extended Learning and Enrichment Programs

- If agency is operating at an elementary or middle school, an Early Release Policy must be enforced.
- Agency must comply with Federal Program Monitoring review at least once per school year at one school site to be selected by CDE and/or BTBB.
- BTBB will review Agency's attendance on a quarterly basis. If at the end of the third quarter, it appears that Agency will not serve the projected number of students in the contract, BTBB reserves the right to reduce the Agency contract amount. For ASES programs only, as an alternative to having BTBB reduce the contract amount, Agency may submit a proposal to BTBB which states how the remainder of the money in the contract will be spent at the school site to increase subsequent year's attendance. BTBB and/or the school site administrator reserve the right to approve or deny the proposal. If approved, the proposal will be memorialized in a "Memorandum of Understanding" signed by the school site administrator and the Agency Executive Director.
- Grant Support Services: Agency will work with BTBB staff to develop new programs to meet emerging needs of existing grants and new funding sources. Contractors will work with groups of schools to train students and staff on program implementation. The focus on this component will be to develop replaceable activities that can be demonstrated and implemented system wide. Categories of services under this task are Professional Development, Leadership Training, and Planning. These activities will be primarily related to grants from the Title IV and TUPE programs: Anti-Drug, Safe School, and Anti-Tobacco Campaigns, as well as any additional grant funding that BTBB may acquire. Contractor and BTBB shall jointly determine the details of the tasks to be performed under this section. BTBB will issue written direction to Agency confirming the details in a document called a "Project Confirmation Letter" or "PCL." A PCL shall include at a minimum:
 - a. Description of the project, by category (Program Development, Leadership Training, Planning, etc.)
 - b. Estimated number of recipients or attendees, if applicable
 - c. Date (s) of service
 - d. Not-to-exceed amount for the project

Contractor will only be paid for services rendered.

- All of the above is subject to change and Agencies will be notified in writing of such changes.
- Failure to submit any of the above required documentation will result in agency payment being withheld.
- Agency must sign this Certification annually:



Los Angeles Unified School District

Beyond the Bell Branch

Extended Learning and Enrichment Programs

AGENCY

SIGNATURE

PRINTED NAME AND TITLE

DATE

ATTACHMENT "C"



GRANT SUMMARY FORM

This form does not have to be typed – legible handwritten printing is preferred

GENERAL INFORMATION			
GRANT TITLE		GRANT NO.	
Los Angeles School District			
After School Program		CFDA No.	
GENERAL DESCRIPTION OF GRANT WORK SCOPE			
Grant to provide funding for operation of two school-based after school programs for Gridley and Morningside Elementary schools. Funding will be used for staffing, contracted services, supplies.			
GRANTING AGENCY		AGENCY CONTACT	PHONE NO.
LAUSD		Alma Gonzalez	213-241-0333
RESPONSIBLE DEPARTMENT		DEPARTMENT CONTACT	EXTENSION NO.
RCS		V. S. Garcia	X-296
CITY COUNCIL APPROVAL DATE	APPLICATION DATE	AWARD DATE	ESTIMATED COMPLETION DATE
	January 6, 2014		June 30, 2019
GRANT COST AND REVENUE SUMMARY			
PROGRAM COST SUMMARY	TOTAL	GRANT PORTION	
Staffing Contract Services, Supplies and	\$ 243,000.00	\$ 243,000.00	
Other Operating Expenditures	\$ 0	\$ 0	
Capital Outlay Indirect Costs @	\$ 0	\$ 0	
_____ % of Direct Costs	\$ 0	\$ 0	
TOTAL GRANT COSTS AND REVENUES	\$ 243,000.00	\$ 243,000.00	
HOW WAS GRANT PORTION DETERMINED?			
Based on grant expenditures from FY 13-14			
IS A BUDGET AMENDMENT REQUEST REQUIRED?		Yes () No (X) If yes, it should be attached	
OTHER COMMENTS			
Note Any Significant or Unusual Compliance Requirements Use Reverse if necessary to provide additional information			
PREPARED BY		DATE	
Ismael Aguila		12-23-13	

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APPROVED / OTHER ACTION**By City Council****PUBLIC WORKS DEPARTMENT**

POSTPONE ANY ACTION UNTIL
(AT LEAST) FEBRUARY 3, 2014

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers


FROM: Fred Ramirez, Interim City Manager

By: Robert T. Dickey, Interim Public Works Director

AYES: BALLIN, FAJARDO, AVILA,
GONZALES - 3

NOES: NONE

ABSENT: LOPEZ - 1


City Clerk

DATE: January 6, 2014

SUBJECT: Consideration of Traffic Modification Request from Vista del Valle Dual Language Academy (Los Angeles Unified School District)

RECOMMENDATION:

It is recommended that the City Council consider the recommendation of the Transportation and Safety Commission to remove the restricted parking red curb on that portion on the north side of Eighth Street from Macneil Street to Newton Street subject to the conditions of approval noted in Attachment "A".

BACKGROUND:

1. In December 2005 the Los Angeles Unified School District (LAUSD) issued the Draft Environmental Impact Report (EIR) for Valley Region Elementary School No. 8 (known as Vista del Valle Dual Language Academy) and requested comments.
2. On January 8, 2006, the City of San Fernando Traffic Engineering Consultant, Tom Brohard, issued comments on the Draft EIR.
3. On January 24, 2006, Daniel Wall, P.E., City Engineer, sent comments on the Draft EIR.
4. During the comment period other officials and property owners submitted concerns and comments to the Draft EIR.
5. LAUSD considered the comments and issued a Final EIR in March 2006. Each of the concerns raised by the City of San Fernando was deemed of no consequence and no mitigation measures were implemented to address these concerns. The EIR was adopted by the LAUSD Board of Education with overriding considerations.
6. In the Final EIR, Response to public comments, pages 8-53, "Based on the limited number of potential access points, the location of the charter school in close proximity to the proposed project site, and the potential layout of the proposed school, the currently proposed access

Consideration of Traffic Modification Request from Vista del Valle Dual Language Academy (Los Angeles Unified School District)

Page 2

points for the proposed project and the size the pick-up/drop-off area are considered adequate and in compliance with LAUSD Design Guidelines.”

7. In the Final EIR the Executive Summary stated, “The main access (entrance) for the proposed project would be located off Bromont Avenue. The student drop-off and pick-up loading and unloading zone for passenger cars and buses would be located off Bromont Avenue. Parking would be provided for faculty and visitors. Access to the parking area would be provided off Bromont Avenue. Additionally, a pedestrian and emergency access gate will be provided off 8th Street.”
8. On September 13, 2010, the school opened.
9. A memorandum dated September 7, 2010, noted a meeting with the school principal and others discussing use of Eighth Street as a drop off point. The memorandum notes that school officials were notified that the EIR stated the loading/unloading was to be on Bromont Avenue and not on Eighth Street.
10. On October 4, 2013, the Principal for Vista del Valley Dual Language Academy submitted a letter to the City of San Fernando Traffic and Safety Commission seeking a crossing guard, street signs, and red curb (removal).
11. On November 20, 2013, the Transportation and Safety Commission reviewed the request by the Principal of the Vista del Valley Dual Language Academy and subject to discussion voted to recommend to the City Council to remove the restricted parking red curb on the north side of Eighth Street from Macneil Street to Newton Street, subject to the conditions of approval noted in Attachment “A” to this staff report. Based on staff analysis, it was estimated that the total cost of construction is approximately \$67,000. In addition, the City will incur the ongoing expense to pay for a crossing guard at this new entry point to the subject school site, which is currently estimated at approximately \$12,000 per year (Attachment “B”).

ANALYSIS:

LAUSD developed a new elementary school, Valley Region Elementary School No. 8 (known as Vista del Valle Dual Language Academy), on Bromont Avenue in Sylmar. A portion of the school is within the corporate limits of the City of San Fernando. The Draft EIR received comments of concern regarding traffic, circulation, and pedestrian access. Each of these concerns was addressed in the Final EIR, but not mitigated, and the LAUSD Board of Education adopted the Final EIR with overriding considerations.

A bond issue was approved by the voters and funds were raised to develop new schools. LAUSD staff and consultants were retained to accelerate new school development. Many school development projects experienced similar environmental review disclosing parking, traffic, circulation, and infrastructure improvement needs. In some instances, these needs were not addressed because of the claim there were insufficient funds or the bond money could not be

Consideration of Traffic Modification Request from Vista del Valle Dual Language Academy (Los Angeles Unified School District)

Page 3

used for that purpose. In some cases, LAUSD used school development bond funds to fund street improvements including street widening, new curbs, gutters, driveway approaches, and sidewalks. The comments regarding possible project environmental impacts that were received in the Draft EIR were therefore, not mitigated leaving the resulting project impacts to be addressed by teaching staff, parents, students, and City officials.

The Transportation and Safety Commission noted opportunities to fund infrastructure improvements and suggested that LAUSD contact the City of Los Angeles and ask that grant applications be made specific to addressing school pedestrian safety (Safe Routes to School) at the subject site. There may be other LAUSD funding sources such as school development bond funds that could help fund the needed public infrastructure improvements resulting from the proposed request. Other issues such as inappropriate operation of a junk business (residential zone in Los Angeles), untrimmed trees overhanging the roadway on Bromont Avenue (impedes visibility for large vehicles such as SUV's, trucks, and school busses), and upraised curb, gutter, and sidewalk in close proximity to the school site should be reported to the City of Los Angeles and corrected.

The City Attorney was asked about potential City liability by allowing a loading/unloading zone to replace the restricted red curb (Attachment "C"). The following are excerpts from their research:

The issue presented is whether changing the no parking red curb marking located on the north side of 8th Street between Macneil St. and N. Brand Blvd. to a green loading and unloading zone would create a "dangerous condition" thereby exposing San Fernando to liability for injuries proximately caused by the "dangerous condition" of the loading and unloading zone. California Government Code §830(a) defines a dangerous condition as "a condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used."

If the curb marking is accompanied with the additional proposed street improvements found in the Traffic modification Report to the Traffic and Safety Commission dated November 20, 2013, safety to motorists and pedestrians will be improved. Because San Fernando has found that the proposed changes would ameliorate traffic issues and promote street safety, it is not reasonably foreseeable that changing portions of 8th Street to a loading/unloading zone would increase risks to motorists and pedestrians when the loading/unloading zone is used in a foreseeable manner.

The Traffic Modification Request discusses entering into an MOU with the LAUSD to amend the EIR to allow for alternate access along 8th Street. If the improvements were part of an MOU, were scrutinized by all relevant parties, and were determined to be properly designed to achieve the purpose of providing more efficient ingress and egress to the Academy, then there will be deference given to San Fernando's exercise of discretion.

Consideration of Traffic Modification Request from Vista del Valle Dual Language Academy (Los Angeles Unified School District)

Page 4

The change to pick up and drop off as originally noted in the project description of the Final EIR prepared for the elementary school on Bromont Avenue/Eighth Street would have to be amended and included as part of a supplemental environmental impact report that focuses on assessing project impacts attributed to the new project scope that includes a new drop-off and pick-up location off at Eighth Street. This will also require an amendment to the Mitigation Monitoring Program adopted when the Final EIR was certified and the Statement of Overriding Consideration approved by the LAUSD Board.

The Mitigation Monitoring Program was established to ensure compliance with mitigation requirements identified in the Environmental Impact Report for construction or development project, and to comply with the adopted State legislation (AB 3180; California Public Resources Code Section 21081). Public Resources Code Section 21081.6 requires that public agencies "adopt a reporting and monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment".

CONCLUSION:

It is recommended the City Council consider the recommendation of the Transportation and Safety Commission subject to the attached conditions. The City Council may consider supporting school officials efforts to pursue infrastructure improvements such as street widening (Bromont Avenue and North Brand Boulevard), installation of sidewalks (all City of Los Angeles streets within walking distance from the school), and drainage facilities (East terminus of Bromont Avenue) in the area around the school.

BUDGET IMPACT:

City Council approval of the Transportation and Safety Commission's recommendation subject to the Conditions of Approval noted in Attachment "A", will not have an impact on the City budget because LAUSD would fund the modifications as outlined in an MOU. However, if City Council approval included the City taking responsibility for the required infrastructure upgrades then the cost to the City will be approximately \$67,000 with on-going costs for a crossing guard at \$12,000 annually. It is City staff's assessment that the EIR would still require amendment by the LAUSD Board of Education.

ATTACHMENTS:

- A. Conditions of Approval
- B. Transportation and Safety Commission Staff Report and Attachments Dated November 20, 2013
- C. City Attorney Letter Dated December 11, 2013

ATTACHMENT "A"**CONDITIONS OF APPROVAL**

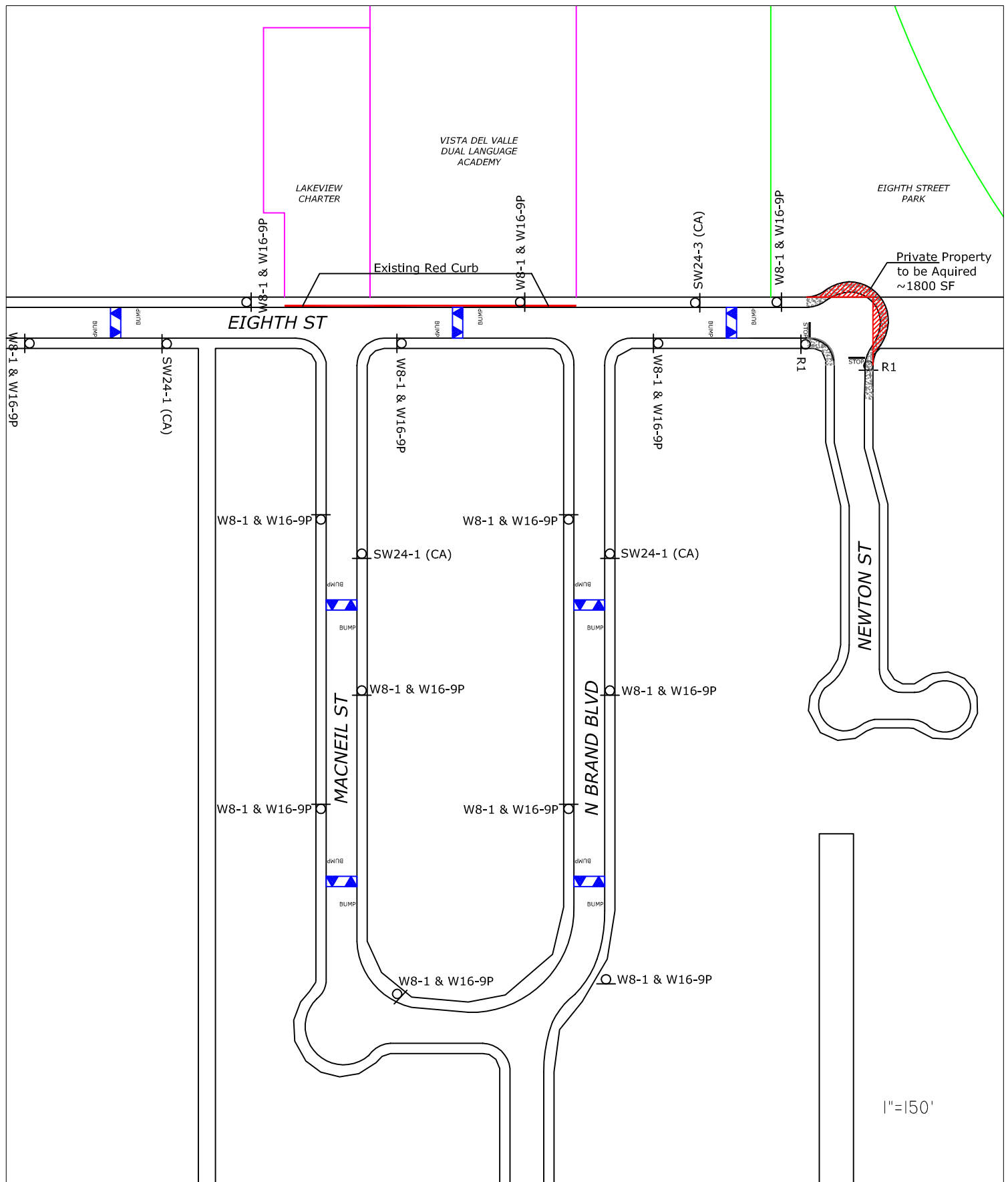
On January 6, 2014, the San Fernando City Council approved the recommendation of the Transportation and Safety Commission to remove the restricted parking red curb on that portion on the north side of Eighth Street from Macneil Street to Newton Street (See attached Exhibit 1) subject to the following Conditions of Approval:

- a. The Los Angeles Unified School Board (LAUSD) to process an Amendment of the Final Environmental Impact Report for Valley Region School No. 8, dated March 2006, to change the main school access on Bromont Avenue to allow alternate access on Eighth Street in the City of San Fernando.
- b. Based on an amended and LAUSD School Board approved EIR, LAUSD to enter into a Memorandum of Understanding with the City of San Fernando in order for LAUSD to pay all costs related to traffic improvements to facilitate additional vehicular traffic:
 - i. The City of San Fernando to conduct a traffic impact analysis;
 - ii. Pursuant to the City of Los Angeles Fire Department standards acquire right of way and construct a full turning radius cul de sac at the easterly terminus of Eighth Street;
 - iii. Provide a slurry seal to Brand Boulevard, Eighth Street to Seventh Street; and,
 - iv. Install on Macneil Street, Brand Boulevard, Newton Street, and Eighth Street, speed humps, school ahead traffic signs, school ahead street markings, removal of red curb and installation of loading/unloading zone, and install a stop sign and stop bar on Newton Street at Eighth Street.

Modifications for Vista del Valle Dual Language Academy

Loading/Unloading Access

EXHIBIT "1"



ATTACHMENT "B"**PUBLIC WORKS DEPARTMENT****MEMORANDUM**

TO: Transportation and Safety Commission

FROM: Robert Dickey, Interim Public Works Director

DATE: November 20, 2013

SUBJECT: Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District)

BACKGROUND:

At the last regular meeting of the Transportation and Safety Commission a request was made by Mrs. Mary Mendoza, Principal of Vista del Valle Dual Language Academy, asking the City to remove the red curb on the north side of Eighth Street at the southerly boundary of the school. She stated this would allow student drop off and pick up to enter the Eighth Street Gate located in the City of San Fernando in addition to the school main entrance on Bromont Avenue, Sylmar. She was supported by several parents and students.

During discussion of the request, several questions were asked by the Commission:

1. If the red curb was removed and green loading/unloading zone installed, what other improvements would be required?
2. Is it possible to provide vehicle access from Eighth Street to Bromont Avenue by using the Flood Control Channel property?
3. Can signage be installed directing traffic to loop through the neighborhood, i.e. Eighth Street, south on Macneil, around and north on Brand Boulevard, back to Eighth, loading or unloading passengers on the north side of Eighth Street?
4. Why was the curb painted red to prohibit stopping and parking on Eighth Street?

The Commission approved the recommendation of staff to invite property owners that would be affected by the removal of red curb. Mailing address labels and the Transportation and Safety Commission meeting notices were delivered to Mrs. Mendoza on November 5 to be mailed on November 7, 2013.

ANALYSIS:

The Los Angeles Unified School District (LAUSD) developed a new elementary school, Valley Region Elementary School No. 8 (known as Vista del Valle Dual Language Academy), on Bromont Avenue, Sylmar. A Draft Environmental Impact Report (EIR) was issued for comment in December 2005. The City and others reviewed the document and submitted letters of concern

Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District) Page 2

regarding traffic circulation, passenger loading and unloading, and parking impacts associated with the construction of the new elementary school at the subject site.

On January 8, 2006 the City of San Fernando Traffic Engineering Consultant, Tom Brohard, issued comments on the Draft EIR:

1. The main access to the proposed project, student drop off and pick up loading for passenger cars and busses, and access to the subterranean and surface parking areas would all be located off Bromont Avenue. Additionally, a pedestrian and emergency access gate will be provided off 8th Street.
2. The proposed project includes a pedestrian and emergency access gate on 8th Street, and some project trips will certainly be oriented to and from the 'back' gate if it is open before school begins and after school is dismissed. If it is open for drop offs in the morning and pickups in the afternoon, vehicles will make u-turns in the residential areas on 8th Street east of Brand Boulevard, on Newton Street, or in the cul de sac on Newton Place. U-turns on these narrow streets will involve undesirable use of residential driveways along all of these streets.
3. Severe congestion will occur on Bromont Avenue. "While 160 U-turns in 15 minutes will cause significant additional congestion by itself, the roadways at the school site are very narrow....There is insufficient width on Bromont Avenue and Brand Boulevard to accommodate U-turns without multiple back and forth maneuvers. This will cause severe congestion, leading to more drop offs and pickups on 8th Street in the City.

On January 24, 2006 Daniel Wall, P.E., City Engineer, sent comments on the Draft EIR:

1. While the streets and intersections listed below do not fall within the jurisdiction of the City of San Fernando, we feel obligated to make sure that the following mitigation measures are presented for your consideration to ensure safety of the students of Valley Region Elementary School #8 and the residents in the immediate surrounding community:
 - a. Install a traffic signal at the intersection of Bromont and Maclay to facilitate vehicular and pedestrian traffic from Maclay to the school site. (COMPLETED)
 - b. Install dedicated left turn lanes on Maclay at Bromont, with adequate queue length to reduce congestion at the intersection. (COMPLETED)
 - c. Do not allow left turns from Bromont onto Maclay during peak traffic hours. This will discourage mid block U turns on Bromont, and relieve intersection congestion at Bromont and Maclay. (TRAFFIC SIGNAL COMPLETED)
 - d. Make Brand a one way street between Bromont and Foothill. The right of way width for the majority of this section of Brand is only 30 feet.

EIR Answer: "...all vehicles exiting the proposed school would turn left... and not utilize Brand Boulevard."

- e. Install sidewalks on the northwest side and pave the full width of Brand between Bromont and Foothill.

Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District) Page 3

EIR Answer: “traffic exiting...would not be allowed to continue northward on Brand Boulevard but would be required to make a left turn on Bromont...”

- f. Install a signal at the intersection of Brand and Foothill to facilitate traffic exiting the school site via Brand entering onto Foothill.

EIR Answer: “As the project would not contribute to traffic volumes along Brand Boulevard north of Bromont...installation of a traffic signal at Foothill Boulevard is not necessary.”

2. In addition, drainage at the intersection of Brand Boulevard and Bromont Boulevard is completely lacking.

The Eighth Street Park at the terminus of Eighth Street adjacent to the Pacoima Wash has had ongoing construction since 2010 and provides for collection of nuisance water and serves as a small holding basin for excess surface waters allowing percolation into the subgrade aquifer. (EIR REQUIREMENTS PARTIALLY COMPLETED)

On January 25, 2006, Council Member Alex Padilla, 7th District, City of Los Angeles made the following requests:

1. Explore the feasibility of making Newton a through street, from 8th Street to Foothill along the unimproved area north of the Pacoima Wash....

EIR Answer: “...improvement north of the Pacoima Wash is beyond the scope of the proposed project. Furthermore, no right of way exists that would allow for such an improvement.”

2. Explore the feasibility of making Brand Boulevard a through street to Foothill Boulevard, with all the necessary public improvements for pedestrian safety and traffic circulation....

EIR Answer: “This alternative was determined to be infeasible, based on its inability to meet project objectives and meet the need for elementary schools within the local community, and was therefore rejected from further consideration.”

“However, even with the implementation of ...mitigation measures, impacts related to missing segments of sidewalks along routes to school would remain significant and unavoidable....With the incorporation of the above mitigation measures, all other pedestrian and vehicle impacts would be mitigated to acceptable levels.”

LAUSD considered the comments and issued a Final EIR in March 2006. Each of the concerns raised by the City of San Fernando was deemed of no consequence and no mitigation measures were implemented to address listed concerns.

However, the EIR was clear in the Executive Summary, “The student drop-off and pick-up loading and unloading zone for the passenger cars and buses would be located off Bromont

Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District) Page 4

Avenue. Parking would be provided for faculty and visitors. Access to the parking area would be provided off Bromont Avenue. Additionally, a pedestrian and emergency access gate will be provided off 8th Street.”

Response to public comments, page 8-53, Final EIR, “Based on the limited number of potential access points, the location of the charter school in close proximity to the proposed project site, and the potential layout of the proposed school, the currently proposed access points for the proposed project and the size the pick-up/drop-off area are considered adequate and in compliance with LAUSD Design Guidelines.”

RECOMMENDATION:

The Commission should solicit comments from the audience. Following their input the Commission should consider either to:

1. Deny the request from Vista del Valle Dual Language Academy and suggest they:
 - a. Contact the City of Los Angeles Department of Transportation to request funding to improve traffic circulation and pedestrian access to the Bromont Avenue main entrance. The City of Los Angeles has applied for many “Safe Routes to Schools Grants” and could make application to install sidewalks for all surrounding streets and the installation of curbs, gutters, sidewalks and paving for Brand Boulevard from Bromont Avenue to Foothill Boulevard, and that portion of Bromont Avenue to the easterly terminus.
 - b. The City of Los Angeles Department of Public Works should be contacted about the hazard posed by two large Pepper trees that overhang the roadway impairing vision of drivers and possibly causing busses to cross the centerline of the street as they travel toward Maclay Avenue, Sylmar. These trees are also uplifting the sidewalk and damaging the curb and gutter.
 - c. Contact the City of Los Angeles Code Enforcement Department about the operation of a business on the north side of Bromont Avenue near the school. The front yard is full of equipment and debris, and a trailer is parked in front of the dwelling unit. This unsightly property may deter students from walking to school.

OR

2. Approve the request subject to conditions:
 - a. The Los Angeles Unified School Board (LAUSD) to process an Amendment of the Final Environmental Impact Report for Valley Region School No. 8, dated March 2006, to change the main school access on Bromont Avenue to allow alternate access on Eighth Street in the City of San Fernando.
 - b. Based on an amended and Board approved EIR, LAUSD to enter into a Memorandum of Understanding with the City of San Fernando in order for LAUSD to pay all costs related to traffic improvements to facilitate additional vehicular traffic:

Traffic Modification Request from Vista del Valle Dual Language Academy
(Los Angeles Unified School District) Page 5

- i. The City of San Fernando to conduct a traffic impact analysis (estimated cost \$10,000);
- ii. Pursuant to the City of Los Angeles Fire Department standards acquire right of way and construct a full turning radius cul de sac at the easterly terminus of Eighth Street (estimated cost including right of way: \$25,000);
- iii. Provide a slurry seal to Brand Boulevard, Eighth Street to Seventh Street (estimated to cost \$12,000); and
- iv. Install on Macneil Street, Brand Boulevard, Newton Street, and Eighth Street speed humps, school ahead traffic signs, school ahead street marking, removal of red curb and installation of loading/unloading zone, and install a stop sign and stop bar on Newton Street at Eighth Street (estimated cost \$20,000).

ATTACHMENTS:

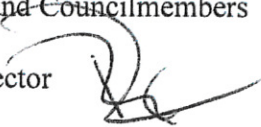
- A. Memorandum from Ron Ruiz, Director of Public Works to Mayor Mario Hernandez and Members of the City Council, dated September 7, 2010
- B. List of Safe Routes to Schools grants issued from 1999 through 2013
- C. Proposed modifications map
- D. Parking Citations issued from 10-1-12 through 9-30-13

ATTACHMENT "A"

PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Mario F. Hernández and Councilmembers

FROM: Ron Ruiz, Public Works Director 

CC: Al Hernández, Interim City Administrator
Tony Ruelas, Chief of Police
Paul Deibel, Community Development Director

DATE: September 7, 2010

SUBJECT: Eighth Street Accessibility for Elementary School #8

This memo is to inform you of meetings occurring with Los Angeles Unified School District (LAUSD) staff including Mary Mendoza, Principal, Elementary School #8; Joseph Pina, Community Outreach Organizer; and Roger Wright, Complex Project Manager. The meeting concerned the Principal's request to allow pedestrian accessibility on Eighth Street in the City of San Fernando at the start and end of the school day. Elementary School #8 is scheduled to open on Monday, September 13, 2010.

In March 2006, the Final Environmental Impact Report (EIR) was published and included comments by City staff and the City's consulting traffic engineer, which among other things, advocated against accessibility on Eighth Street. The reasoning was that the school was not designed to accommodate drop-off/pick-up on Eighth Street and two existing destinations were already present on Eighth Street (charter school and "Eighth Street Park") whereas Bromont Street had none.

Since the meeting with the Principal, I have had the opportunity to discuss the issue with Mayor Hernández, San Fernando Police Department (SFPD), LAUSD Board Member Nury Martinez and Councilmen Richard Alarcon staff member, Ackley Padilla. There is general consensus by the above that access cannot be permitted at this time because it was not included in the EIR. More importantly, SFPD has determined that there are not enough police resources to monitor the Eighth Street area on a regular basis to ensure pedestrian safety given the current design of the area. At a minimum, a crossing guard would have to be assigned to a designated crosswalk on Eighth Street if the school gate is opened for pedestrians.

Per the EIR, LAUSD was to contact the City at least four months prior to the school's opening regarding the coordination of traffic controls and the development of a final Pedestrian Routes to School Map. This did not occur. On Thursday, September 2, I sent Public Works staff to the site

Eight Street Accessibility for Elementary School #8

Page 2

who has confirmed that traffic controls, per the plans, have been installed within the City's boundaries. Although within the jurisdiction of Los Angeles, I also expressed concern to LAUSD staff that traffic controls have not been installed, including a traffic signal at the intersection of Maclay Street and Bromont Street.

In order to assist with safety coordination for the first week of the school's opening, I have offered to locate a lighted message board on Maclay Street to help guide traffic to Bromont Street and to broadcast more instructions on AM 1690 regarding accessibility to the school. The sign and the broadcast will be up on Thursday, September 9.

As of today, I have communicated with the Principal to explain that the City still does not support accessibility on Eighth Street. I have also explained that SFPD Chief Ruelas and Sergeant Hanchett visited the site today and are available to speak with her about the matter.

ATTACHMENT "B"

**Final Statewide List of Projects
for the 1999/2000
Safe Routes to School Program
1st Round**

Calttrans	District	County	Agency	Project Location/School Name	Project Description	Total Project Cost	Federal Funds
39	7	Los Angeles	City of Los Angeles	Loreto Street ES, Nightringle MS	Construct/widen walkway Install sidewalks and curb ramps; upgrading signage and markings for bike lanes and vehicles; bicycle racks Construct pedestrian improvements; install sidewalks and curb ramps; upgrade signal; install flashing beacons Improve signing and pavement markings; install flashing beacon, install speed bumps; install street lights; install sidewalks, curb and gutter	\$289,920	\$260,928
40	7	Los Angeles	City of Norwalk	Eight (8) schools in Little Lake City USD Alameda ES, Imperial ES, E. W. Ward ES, St. Raymond's ES, South MS	Construct new sidewalks; sidewalk repairs Install new pedestrian tunnel lighting systems (3 locations) and upgrade existing underpass lighting Install and improve sidewalks	\$555,554	\$499,999
41	7	Los Angeles	City of Downey	Various Elementary Schools	Construct new sidewalks; sidewalk repairs Install new pedestrian tunnel lighting systems (3 locations) and upgrade existing underpass lighting Install and improve sidewalks	\$245,000	\$220,500
42	7	Los Angeles	City of South Gate	11 Schools within LAUSD - South Gate area	Construct new sidewalks; sidewalk repairs Install new pedestrian tunnel lighting systems (3 locations) and upgrade existing underpass lighting Install and improve sidewalks	\$500,000	\$450,000
43	7	Los Angeles	City of Los Angeles	Various Elementary Schools	Construct new sidewalks; sidewalk repairs Install new pedestrian tunnel lighting systems (3 locations) and upgrade existing underpass lighting Install and improve sidewalks	\$224,581	\$202,123
44	7	Los Angeles	City of Los Angeles	LAUSD	Install new pedestrian tunnel lighting systems (3 locations) and upgrade existing underpass lighting Install and improve sidewalks	\$250,000	\$225,000
45	7	Los Angeles	City of Glendale	Glendale USD	Install and improve sidewalks	\$50,000	\$45,000
46	7	Los Angeles	County of Los Angeles	All districts in unincorporated Los Angeles County	Multiple improvements Install sidewalks, guard rail, curb, gutter and curb ramps	\$172,000	\$154,800
47	7	Los Angeles	City of Los Angeles	Mount Washington ES John Adams MS, Will Rogers ES, John Muir ES, and Santa Monica Alternative School	Install crosswalk enhancements Install flashing beacon; upgrade school signing and striping; install two (2) traffic signals; install curb ramps Install speed humps in alley; install signs Construct foot bridge	\$252,000	\$226,800
48	7	Los Angeles	City of Santa Monica	Garfield ES, Cesar Chavez ES, and all other schools in the district for specific improvements	Install crosswalk enhancements Install flashing beacon; upgrade school signing and striping; install two (2) traffic signals; install curb ramps Install speed humps in alley; install signs Construct foot bridge	\$270,000	\$243,000
49	7	Los Angeles	City of Bell Gardens	Art Haycox ES	Install speed humps in alley; install signs Construct foot bridge	\$550,000	\$495,000
50	7	Ventura	City of Oxnard	A.E. Wright MS	Install speed humps in alley; install signs Construct foot bridge	\$12,000	\$10,800
51	7	Los Angeles	City of Calabasas	Sylmar ES	Install sidewalks, curb, gutter, and curb ramps Install traffic signal; upgrade signage Install sidewalk gap closures; install curb, gutter and curb ramps	\$250,000	\$225,000
52	7	Los Angeles	City of Los Angeles	Emerson School: All schools	Install sidewalks, curb, gutter, and curb ramps Install traffic signal; upgrade signage Install sidewalk gap closures; install curb, gutter and curb ramps	\$265,020	\$236,518
53	7	Los Angeles	City of Rosemead	All twenty (20) schools within Baldwin Park USD	Install sidewalks, curb, gutter, and curb ramps Install sidewalks, curb, gutter, and curb ramps	\$120,000	\$120,000
54	7	Los Angeles	City of Baldwin Park	Mary Immaculate	Install sidewalks, curb, gutter, and curb ramps Install sidewalks, curb, gutter, and curb ramps	\$500,000	\$450,000
55	7	Los Angeles	City of Los Angeles	Pacifica MS, Haddon Avenue ES	Install sidewalks, curb, gutter, and curb ramps Improve bicycle and pedestrian path; install sidewalks and crosswalks	\$206,400	\$185,760
56	7	Los Angeles	City of Los Angeles	Matilija Jr. HS	Improve bicycle and pedestrian path; install sidewalks and crosswalks	\$232,080	\$208,872
57	7	Ventura	City of Ojai	Various: Pasadena USD	Install and upgrade signs	\$25,000	\$22,500
58	7	Los Angeles	City of Pasadena	Various: Pasadena USD	Install and upgrade signs	\$25,000	\$25,000

Safe Routes to School Program - 2nd Cycle

No.	CT Dist.	Agency	County	School Name(s)	Location of Project	Description of Work	Total Project Cost	Federal Funds
45	7	City of Long Beach	Los Angeles	Colin Powell Academy	150 East Victoria St. and the intersection of Long Beach Blvd. and Victoria/Gordon Streets	Install a controlled pedestrian crossing. Remove two raised islands. Reconstruct curb returns. Install curb ramps and modify traffic signal	\$230,000	\$207,000
46	7	City of Los Angeles	Los Angeles	Langdon Avenue Elementary School	Orion St., Langdon Ave., Parthenia St. and Roven St.	Install flashing beacons. Install school and bicycle warning signs. Install street lights at crosswalk intersection. Construct curb, gutter, sidewalk and curb ramps	\$400,000	\$360,000
47	7	City of Los Angeles	Los Angeles	Hobart Boulevard School, Gulf Avenue School, Raymond Avenue School and 74th Street School	Olympic Blvd., Pacific Coast Highway, Florence Ave. and Avalon Blvd.	Install flashing beacons. Install school and bicycle warning signs. Repair and construct curb, gutter and sidewalks. Improve crosswalks and safety lighting	\$500,000	\$450,000
48	7	City of Artesia	Los Angeles	Niemes, Burbank, Carver, Kennedy and Elliott Elementary Schools; Fay Ross Middle School	In the vicinity of the schools	Provide L.E.D. stop signs with paddles for school crossing guards. Construct sidewalk gap closure	\$300,000	\$270,000
49	7	City of Commerce	Los Angeles	Rosewood Park, Bandini, and Laguna Nueva Elementary Schools	In the vicinity of the schools	Construct sidewalks. Upgrade school crosswalks. Install lighted crosswalks. Upgrade pedestrian crossing signs. Construct pick-up and drop-off area	\$340,920	\$306,828
50	7	City of Morrovia	Los Angeles	Canyon Early Learning Center Elementary School	Canyon Ave. from Almond Ave. to Huntington Dr.	Improve pedestrian crossing. Construct traffic calming and speed reduction features. Construct traffic diversion improvements. Construct off-street pedestrian pathways	\$79,320	\$71,388
51	7	City of Thousand Oaks	Ventura	Banyan Elementary School	Lynn Rd. and Knollwood Dr.	Install lighted crosswalks, traffic circles and flashing beacons	\$105,500	\$94,950
52	7	City of Calabasas	Los Angeles	A.E. Wright Middle School	Between A.E. Wright Middle School and Lost Hills Rd.	Install crosswalk, passenger drop-off area and footbridge	\$195,000	\$175,500
53	7	City of Glendale	Los Angeles	Durnmore, Glenoaks, Columbus, Cerritos, Muir, Fremont and Lincoln Elementary Schools; Toll and Wilson Middle Schools; Clark High School	In the vicinity of the schools	Install lighted crosswalks	\$396,000	\$356,400
54	7	City of Santa Paula	Ventura	Blanchard School, Glen City School, Isbell Middle School and Santa Paula High School	Main St. at Lucada St., Cameron St., Dean Dr. and Fourth St.	Install lighted crosswalks	\$100,000	\$90,000

Safe Routes to School Program - 3rd Cycle

Ref. No.	Caltrans District	Agency	County	School Name(s)	Location of Project	Description of Work	Total Project Cost	Federal Share (90%)
40	7	Burbank	Los Angeles	George Washington ES, Ralph Emerson ES, Bret Harte ES	Monroe Ave. from Genevieve Blvd. to Parrish Pl., Kenneth Rd. from Cypress Ave. to San Jose Ave., Ontario St. from Jeffries Ave. to Victory Blvd.	Construct missing sections of sidewalk on primary routes to elementary schools. Install in-pavement crosswalk lights; install high visibility crosswalk treatments; install signs and pavement markings. Construct curb, gutter, sidewalks and curb ramps.	\$75,000	\$67,500
41	7	Compton	Los Angeles	Longfellow ES, Washington ES, Mayo ES, Roosevelt MS, Baker School, Columbia School, Wright School	Various locations in the vicinity of the schools. Various locations in the vicinity of the schools.	Construct pedestrian crosswalk and new section of bicycle/pedestrian path; Construct curb, gutter and sidewalks; install fencing, gates, crosswalks and signs. Install in-pavement crosswalk lights, signs, stripes, and bollards; Construct curb, gutter, sidewalks and curb ramps.	\$588,445	\$450,000
42	7	El Monte	Los Angeles				\$500,000	\$450,000
43	7	Fillmore	Ventura	Sespe ES, Fillmore MS, Fillmore HS	Along First St. from bike path to school areas	Construct curb, gutter, sidewalks, and curb ramps; Install signs and flashing beacons for "Smart" crosswalk.	\$203,874	\$183,487
44	7	Huntington Park	Los Angeles	Huntington Park HS, Gage MS, Miles ES	Miles Ave. from Florence Ave. to Shastan Ave., Gage Ave. from Miles Ave. to State St.	Construct curb, gutter, sidewalks and curb ramps; Install signs, stripes and pavement markings.	\$376,000	\$338,400
45	7	La Puente	Los Angeles	Del Valle ES, Nelson ES, Workman ES, Sierra Vista MS	Various locations in the vicinity of the schools	Construct curb, gutter, sidewalks and curb ramps; Install signs, stripes and pavement markings.	\$281,000	\$240,000
46	7	Los Angeles	Los Angeles	Valerio Street ES, Fulton MS	Noble Ave., Cohasset St., Runnymede St., Saitoy St.	Construct curb, gutter, sidewalks, and curb ramps; Install signs and flashing beacons for "Smart" crosswalk.	\$500,000	\$450,000
47	7	Los Angeles	Los Angeles	Cohasset ES	Cohasset St. from Gloria Ave. to Denmore Ave.	Construct curb, gutter, sidewalks, and curb ramps; Install signs and flashing beacons for "Smart" crosswalk.	\$500,000	\$450,000
48	7	Los Angeles	Los Angeles	Rosemont Avenue ES, Belmont HS	Parkview St. from Coronado Terrace to Coronado St., 3rd St. at Columbia Ave./Crown Hill	Construct curb, gutter, sidewalks, and curb ramps; Install signs and flashing beacons for "Smart" crosswalk.	\$322,000	\$289,800
49	7	Los Angeles	Los Angeles	68th Street ES, Weemes ES, Mann MS, Fairfax HS	Figueras St. at 67th St.; Exposition Blvd. at Raymond Ave.; Florence Ave. at Saint Andrews Place; Melrose Ave. at Genesee Ave.	Install school and bicycle warning signs with flashing beacons (Smart Pedestrian Warning); Construct and repair curb, gutter, sidewalks and curb ramps; Improve intersection lighting.	\$400,000	\$360,000
50	7	Los Angeles	Los Angeles	Grant ES, Harbor City ES, Los Angeles ES, South Park ES, Marikam MS	Hollywood Blvd. at Saint Andrew Place; Western Ave. (SR213) at 255th St.; Normandie Ave. at 12th St.; Avalon Blvd. at 84th Place; Compton Ave. at 106th St.	Construct, widen or repair sidewalks; Construct curb ramps; Construct curb, gutter, sidewalks and curb ramps.	\$500,000	\$450,000
51	7	South El Monte	Los Angeles	Miramonte ES, El Monte Christian ES, Monte Vista ES, Loma Vista ES	Various locations in the vicinity of the schools	Construct, widen or repair sidewalks; Construct curb ramps; Construct curb, gutter, sidewalks and curb ramps.	\$167,586	\$150,827
52	7	Ventura County	Ventura	Piru ES	Main St. and Center St.	Construct modified "bulb-out" cut-de-sac; Construct curb, gutter and sidewalks; Install flashing beacons, traffic signs, pavement markings; Construct sidewalk.	\$435,000	\$391,500
53	8	San Bernardino County	San Bernardino	Doris Dickson ES	Roswell Ave. and Parnelle Dr.	Construct curb, gutter and sidewalks; Install flashing beacons, traffic signs, pavement markings; Construct sidewalk.	\$170,000	\$153,000
54	8	Yucca Valley	San Bernardino	Omaga ES, Yucca Valley ES, La Contenta Jr. HS	Yucca Valley	Install flashing beacons, traffic signs, pavement markings; Construct sidewalk.	\$231,000	\$207,900
55	8	San Bernardino	San Bernardino	San Bernardino HS	18th St. and "E" St.	Install traffic signal	\$120,000	\$108,000
56	8	Riverside	Riverside	Monroe ES	Garfield St. from Adams St. to Via San Jose St.	Construct curb, gutter and sidewalks	\$88,000	\$79,200

Caltrans Local Assistance

State-Legislated Safe Route to School (SR2S) Program

Cycle 8 - Fiscal Year 2009/10

Sorted by Caltrans District

Program Project Id	Caltrans District	Senate District	Assembly District	Agency Name	School Name(s)	Project Location	Project Description	Total Project Cost	State Funds
6870	7	21	43	Burbank	Joachim Miller ES, Wm. McKinley ES, R.L. Stevenson ES, Jordan MS, and John Burnhough HS	21 SIGNALIZED INTERSECTIONS LOCATED ON ALAMEDA AVE. BETWEEN GLENDALE ST. AND ROSE ST.; CLASS II BIKE LANE ON ALAMEDA FROM MAIN ST. TO KERSTOCK ST.	INSTALL PEDESTRIAN COUNTDOWN SIGNAL HEADS AND BICYCLE DETECTION SYSTEM AT 21 INTERSECTIONS; INSTALL PAVEMENT MARKINGS AT SIGNALIZED INTERSECTIONS; CONSTRUCT CLASS II BIKE LANES	\$988,300	\$889,470
6875	7	24	49	El Monte	18 schools in various locations within 3 school districts	VARIOUS LOCATIONS ADJACENT TO 18 SCHOOLS WITHIN 3 SCHOOL DISTRICTS	CONSTRUCT NEW SIDEWALKS, RAISED CROSSWALKS, HIGH VISIBILITY CROSSWALKS, RAMPS, AND DRIVEWAY APPROACHES; INSTALL NEW SIGNAGE	\$1,000,000	\$900,000
6897	7	27	52, 54, 55	Long Beach	Various Schools: 13 ES, 7 MS, and 4 HS	BICYCLE BLVD. ALONG VARIOUS CORRIDORS WITHIN THE CITY LIMITS	CONSTRUCT BICYCLE BLVD. WITH VARIOUS IMPROVEMENTS: MINI ROUNDABOUTS, TRAFFIC SIGNAL UPGRADES, SIGNAGE, STRIPING; UPGRADE EXISTING CLASS III BIKEWAY	\$1,912,350	\$859,820
7350	7	24	45	Los Angeles	Latona ES	INTERSECTION OF GRIFFIN AVE. AND AVENUE 43, IN NORTHEAST LOS ANGELES	CONSTRUCT BULBOUTS, HIGHLIGHTED CROSSWALKS; INSTALL SPEED FEEDBACK SIGNS AT THE TARGETED INTERSECTION	\$516,600	\$446,000
6960	7	22	46	Los Angeles	Nevin Avenue ES	ALONG STREET'S SURROUNDING NEVIN AVE. ES	RECONSTRUCT SIDEWALKS, ROADWAY AND DRAINAGE DEVICES, ENHANCED CROSSWALKS, CURB EXTENSIONS, RAMPS, ADD LANDSCAPING AND TRAFFIC CALMING FEATURES	\$1,100,000	\$855,000
6934	7	24	49	Rosemead	Encenia ES, Muscatel MS, Rosemead HS	NEAR 4 TARGETED SCHOOLS: MISSION DR., LOWER AZUSA RD., RIO HONDO AVE., ENCINITA AVE., MUSCATEL AVE., IVAR AVE., AND ELLIS LN.	INSTALL TRAFFIC CALMING DEVICES AND PEDESTRIAN COUNT-DOWN SIGNALS, SIGNAGE, STRIPING, EMBEDDED LED FLASHERS; CONSTRUCT SIDEWALKS, MEDIAN ISLAND	\$1,018,000	\$499,000
6877	7	32	49	South El Monte	Dean L. Shively MS, New Temple ES, Monte Vista ES, Miramonte ES, Epiphany Catholic School	THE WEST SIDE OF STROZGER AVE. FROM LEMMA AVE. TO RUSH ST.	CONSTRUCT NEW SIDEWALKS, CURB RAMPS, CROSS WALKS	\$359,600	\$323,640
6942	7	27, 30	46, 50	South Gate	Various Schools: 10 ES, 2 MS, and 2 HS	VARIOUS LOCATIONS NEAR 14 SCHOOLS IN THE CITY OF SOUTH GATE	INSTALL 98 COUNTDOWN PED HEADS, 17 DRIVER SPEED SIGNS, 6 SPEED HUMPS, FLASHING BEACON WITH IN-PAVEMENT LIGHT SYSTEM; CONSTRUCT NEW BIKE PATH AND SIDEWALK	\$990,000	\$891,000
6943	7	19	37	Thousand Oaks	Westlake ES	WESTLAKE BLVD. (SR 23) DIRECTLY NORTH OF POTRERO RD.	CONSTRUCT NEW SIDEWALK, CURB RAMPS, CROSSWALK; INSTALL NEW SIGNAGE	\$380,600	\$342,540
6950	7	30	58	Whittier	Mulberry ES, East Whittier MS, and California HS	MILLS AVE. FROM WHITTIER BLVD. TO LAMBERT RD.	INSTALL SIDEWALKS AND CURB RAMPS; SIDEWALK PATHWAY	\$425,000	\$382,500
7106	8	40	80	Coachella	Cesar Chavez ES, Palm View ES, Coral Mt. ES, Peter Penlandon ES, Valley View ES, Bobby Duke ES, and Coachella Valley HS	16 LOCATIONS ALONG KEY ROUTES TO 7 SCHOOL	INSTALL ZEBRA STRIPE CROSSWALKS, SIGNS, ADVANCED STOP/YIELD BARS, BULBOUTS WITH DOUBLE PERPENDICULAR CURB RAMPS, TAPERED CURB EXTENSIONS, NEW SIDEWALKS WITH CURB AND GUTTER, GRANITE PATH, PAVEMENT MARKINGS, AND COUNTDOWN SIGNALS	\$487,500	\$438,750
7105	8	37, 40	80	Desert Hot Springs	Two Bunch Palms ES, Wardlaw ES, Desert Springs MS	ON PIERSON BLVD., HACIENDA DR., AND TWO BUNCH PALMS DR.	CONSTRUCT BULB OUTS AND CURB EXTENSIONS WITH PERPENDICULAR CURB RAMPS AT 7 INTERSECTIONS; CONSTRUCT CROSSING ISLAND; ADD RAPID FLASH LED BEACONS, ZEBRA STRIPE CROSSWALKS, AND ADVANCED STOP BARS	\$409,600	\$449,640
7137	8	37	64	Hemet	Cawston ES, Rancho Viejo MS, Tanquitz HS	INTERSECTION OF NO. CAWSTON AVE. AND MENLO AVE. IN THE NORTHWEST CORNER OF CAWSTON AVE. AND FRUITVALE AVE.	INSTALL NEW TRAFFIC SIGNAL, ASSOCIATED PEDESTRIAN LIGHTS, CROSSWALKS, INTERSECTION AND DRAINAGE IMPROVEMENTS; CONSTRUCT NEW SIDEWALK INFILL	\$786,500	\$707,850
7122	8	37	65	Merifree	Rondard ES	EAST SIDE OF SR 215 NORTH OF SR 74	CONSTRUCT 10000 SQ FT OF 5 SIDEWALK, INSTALL 10 ADA RAMPS, SIGNAGE AND STRIPING, CURB AND GUTTER SYSTEMS; RELOCATE MAILBOXES	\$457,600	\$411,840
7114	8	37	80	Palm Springs	Cielo Vista ES, Chullula ES, Katherine Frick ES, and Vista del Monte ES	35 LOCATIONS ALONG COMMON ROUTES TO SCHOOL AND 4 KEY LOCATIONS NEAR VARIOUS SCHOOLS	INSTALL ZEBRA STRIPE CROSSWALKS, SIGNS, ADVANCED STOP BARS, NEW SIDEWALKS, RAISED CROSSWALKS, CROSSING ISLANDS, COUNTDOWN AND AUDIO SIGNALS, LED RAPID FLASH BEACONS, CURB RAMPS AND BIKE LANES	\$388,800	\$349,920
7119	8	37	64	Rancho Mirage	Rancho Mirage HS	NORTH OF RAMON RD. AND EAST OF DA WALL DR. BISECTING THE BORDER OF RANCHO MIRAGE AND RIVERSIDE COUNTY	CONSTRUCT CURBS, GUTTERS, SIDEWALKS, RAMP; INSTALL SIGNALS TO PROVIDE TRAFFIC CONTROL AND SAFE PEDESTRIAN ACCESS	\$3,591,000	\$900,000

ES = Elementary School
MS = Middle School
HS = High School

Caltrans Local Assistance

State-Legislated Safe Route to School (SR2S) Program

Cycle 9 - Fiscal Year 2010/11

Sorted by Caltrans District

Project Id	Caltrans District	Senate District	Assembly District	Agency Name	School Name(s)	Project Location	Project Description	Total Project Cost	State Funds
43 09-07-015	7	28	53	Hermosa Beach	Hermosa View ES	16th St. from the Pacific Coast Highway (PCH) to Prospect Ave.; Prospect Ave. from 16th St. to 19th St.; intersections of PCH and 16th St.; PCH and Pier Ave.	Construct sidewalks, curb ramps, and a stand back line with barriers; install zebra patterned crosswalks; install pedestrian countdown signals and school zone signs	\$357,500	\$321,670
44 09-07-017	7	25	51	Inglewood	La Tijera ES	Four intersections adjacent to La Tijera ES and a nearby private school; various locations along La Tijera Blvd., Beach St., Fairview Blvd., 64th St., La Cienega Blvd., and Centinela Ave.	Construct traffic island and bulb-outs; install Class II bicycle lane, school zone signs, crosswalk striping, and beacon signs; initiate a SR2S education and outreach program	\$324,800	\$270,600
45 09-07-019	7	21	44	La Canada Flintridge	La Canada ES, Palm Crest ES, Paradise Canyon ES	Lastheart Drive at Salisbury Rd.; Cornishon Ave.; Ocean View Blvd., Palm Dr., La Canada Blvd. and Gould Ave.	Construct raised crosswalks, 4 speed awareness signs, and new sidewalk connection with education and encouragement campaign.	\$205,000	\$184,500
46 09-07-023	7	27	54, 55	Long Beach	Washington MS, Roosevelt ES, Polytechnic HS, Whittier ES, Lee ES, Bryant ES, Lincoln ES	15th St. between Long Beach Blvd. and Pacific Coast Highway (PCH)	Construct Class III bikeway; conduct education and outreach workshops	\$1,040,000	\$450,000
47 09-07-020	7	17	36	Lancaster	Valley View ES	Ave. L-8 from 30th St. West to 40th St. West	Construct sidewalks and curb ramps; install crosswalks with bulb outs and bicycle lanes	\$1,290,900	\$450,000
48 09-07-036	7	22	45	Los Angeles	Central LA New HS #9 (Visual & Performing Arts HS)	Cesar E. Chavez Ave. from Bunker Hill Ave. to Little Hill St.; intersection of Cesar E. Chavez Ave. and Grand Ave.	Construct bulb-outs/curb extensions and curb ramps; install crosswalks and stop bars; revise traffic signal timing for pedestrians; relocate bus stop; conduct safety education and outreach	\$311,200	\$280,030
49 09-07-033	7	26	43	Los Angeles	Michelclorrena Street ES	Intersections of Sunset Blvd. and Michelclorrena St.; Michelclorrena St. and Hamilton Way; Sunset Blvd. from Michelclorrena St. to Golden Gate Ave.; Michelclorrena St. from Sunset Blvd. to Hamilton Way	Construct bulb-outs/curb extensions and curb ramps; including crosswalk enhancements; install a sharrow, a bike corral, traffic signage, pavement markings, and landscaping; conduct safety education and outreach	\$395,200	\$355,680
50 09-07-043	7	17, 29, 30, 31	37, 38, 50, 58, 59, 60	Los Angeles County	John A. Rowland HS, Kwis ES, Parmelee ES, Ford Blvd. ES, Mt. Baldy Joint ES, Mint Canyon Community ES, Castaic ES, Castaic MS	Various collector and major roadways adjacent to elementary, middle and high schools	Install radar speed feedback signs and school zone sign improvements	\$222,700	\$200,380
51 09-07-040	7	25	51	Los Angeles County	West Athens ES	Intersection of Vermont Ave. and 119th St.; 119th St., 120th St., and Vermont Ave.	Install a traffic signal; modify the existing raised median; construct left-turn pockets and curb ramps; upgrade to zebra patterned crosswalks and signage	\$446,600	\$401,940
52 09-07-058	7	24	49	Rosemead	Emerson ES, Arlene Bitley ES, Garvey Intermediate	A 1-mile radius area that includes 3 public schools and 8 other schools	Construct sidewalks (infill) and bulb-outs; install lighted crosswalks with pedestrian countdown heads and radar speed feedback signs; upgrade signage and zebra patterned striping	\$526,600	\$450,000

ES = Elementary School
MS = Middle School
HS = High School

Caltrans Local Assistance

State-Legislated Safe Route to School (SR2S) Program
Cycle 10 - Fiscal Years 2011/12 and 2012/13

Sorted by Caltrans District

Project Id	Caltrans District	Agency Name	Senate District	Assembly District	School Name(s)	Project Location	Project Description	Total Project Cost	SR2S Funds
69 SR2S10-07-Huntington Park-1	7	Huntington Park	30	46	Middleton Street ES	Gage Ave. between Santa Fe Ave. and Malabar St.; Randolph St./Malabar St.; Zoo Ave. between Santa Fe Ave. and Middleton St.	Construct bulb-outs, pedestrian refuge islands; install crosswalks, pedestrian countdown heads, flashing beacons, signs, and pavement markings; bike and pedestrian safety education and enforcement program	\$248,000	\$223,000
70 SR2S10-07-La Puente-1	7	La Puente	24	57	La Puente HS, Sierra Vista MS, Workman ES	Hacienda Blvd. between Nelson Ave. and Glendora Ave.; Glendora Ave. between Nelson Ave. and Hacienda Blvd.; Temple Ave. between Union Ave. and Del Valle Ave.	Install crosswalks, pedestrian countdown heads, speed feedback signs, median fencing, and signs; Construct bulb-outs	\$430,000	\$387,000
71 SR2S10-07-Lancaster-1	7	Lancaster	17	36	John and Jacquelyn Miller ES	22nd St. West between Ave. K-4 and Ave. K-8; Ave. K-4 between 17th St. West and 22nd St. West	Construct traffic signals, pedestrian paths, curb ramps, and bulb-outs; install crosswalks, bike lanes and road diets; improve existing bike routes; safety education, encouragement and enforcement program	\$1,069,800	\$450,000
72 SR2S10-07-Lancaster-2	7	Lancaster	17	36	Gifford C. Cole MS, Tierra Bonita ES	Ave. I between 26th St. East and 35th St. East; 30th St. East between Ave. I and Lancaster Blvd.	Construct pedestrian paths, sidewalks, curb ramps, bulb-outs, pedestrian refuge islands; install bike lanes and road diets; safety education, encouragement and enforcement program	\$650,600	\$450,000
73 SR2S10-07-Los Angeles-1	7	Los Angeles	26	48	Charles H. Kim ES, Saint Brendan School	3rd St./Manhattan Pl.; 2nd St./Oxford Ave.; Oxford Ave. between Beverly Blvd. and 7th St.	Construct curb ramps and bulb-outs; install speed feedback signs, sharrows, signs, and pavement markings; upgrade pedestrian signals	\$500,000	\$450,000
74 SR2S10-07-Los Angeles-4	7	Los Angeles	20, 21	40, 42, 43	Van Noy ES	Hartlin St. between Sylmar Ave. and Tyrone Ave.; Glendora St. between Sylmar Ave. and Tyrone Ave.; Tyrone Ave. between Hartlin St. and Gilmore St.; Sylmar Ave. between Hartlin St. and Calvert St.	Install road diet, speed humps, and safety lighting; construct bulb-outs; upgrade crosswalks	\$500,000	\$450,000
75 SR2S10-07-Los Angeles-7	7	Los Angeles	20	39	Charles Maday MS, Pacoima Charter ES, Vaughn Next Century Learning Center	Pierce St. between San Fernando Rd. and Homewood Rd.; Herick Ave. between Pierce St. and Brownell St.	Install bike lanes including bike detection, bike racks, and pavement markings; construct bulb-outs; safety education and enforcement program	\$500,000	\$450,000
76 SR2S10-07-Los Angeles-6	7	Los Angeles	20	39	Bellingham Primary Center, Roy Romer MS	Archwood St. between Laurel Canyon Blvd. and Lankester Blvd.	Construct 5 sidewalks, curb and gutter, and curb ramps; install speed humps and signs	\$500,000	\$449,500
77 SR2S10-07-Los Angeles-2	7	Los Angeles	28	54	Cabrillo Avenue ES, Barton Hill ES, 15th Street ES	Pacific Ave. between O'Farrell St. and 22nd St.	Install road diet, safety education, enforcement and evaluation program	\$465,000	\$445,500
78 SR2S10-07-Los Angeles-5	7	Los Angeles	22, 26	45, 48, 49	Frank Del Olmo ES, Virgil MS, Young Oak Kim Academy	New Hampshire Ave. between Melrose Ave. and 11th St.; Berendo St./11th St.; Heliotrope Dr.; Shatto Pl.	Install bike lanes including bike detection, bike racks, and pavement markings; construct bulb-outs; safety education and enforcement program	\$454,300	\$408,700
79 SR2S10-07-City of Los Angeles-3	7	Los Angeles	20	40	Arduas & Maria Cardenas ES	Calhoun Ave. between Hart St. and Vanowen St.	Construct sidewalks, curb and gutter, and curb ramps	\$2,246,100	\$373,000
80 SR2S10-07-Los Angeles County-2*		Los Angeles County	17	36	Quartz Hill ES, Joe Welker MS,	50th St W between Ave L-12 and Ave M-8; 55th St W between Ave L and Ave M-8; and Ave M-4 east of 50th St W.	Construct sidewalk and curb ramps; pedestrian countdown signals, bike lanes, speed feedback signs, modify culvert	\$817,200	\$200,000
81 SR2S10-07-Los Angeles County-3	7	Los Angeles County	30	58	Eastman Avenue ES	Union Pacific Ave. between Indiana St. and Mariana Ave.; Diman Ave. between Olympic Blvd. and Union Pacific Ave.; Downey Rd. between Olympic Blvd. and Neakes St.; Sund Dr. between Union Pacific Ave. and Triggs St.	Install raised medians, speed feedback signs, and speed humps; construct bulb-outs	\$264,100	\$237,500

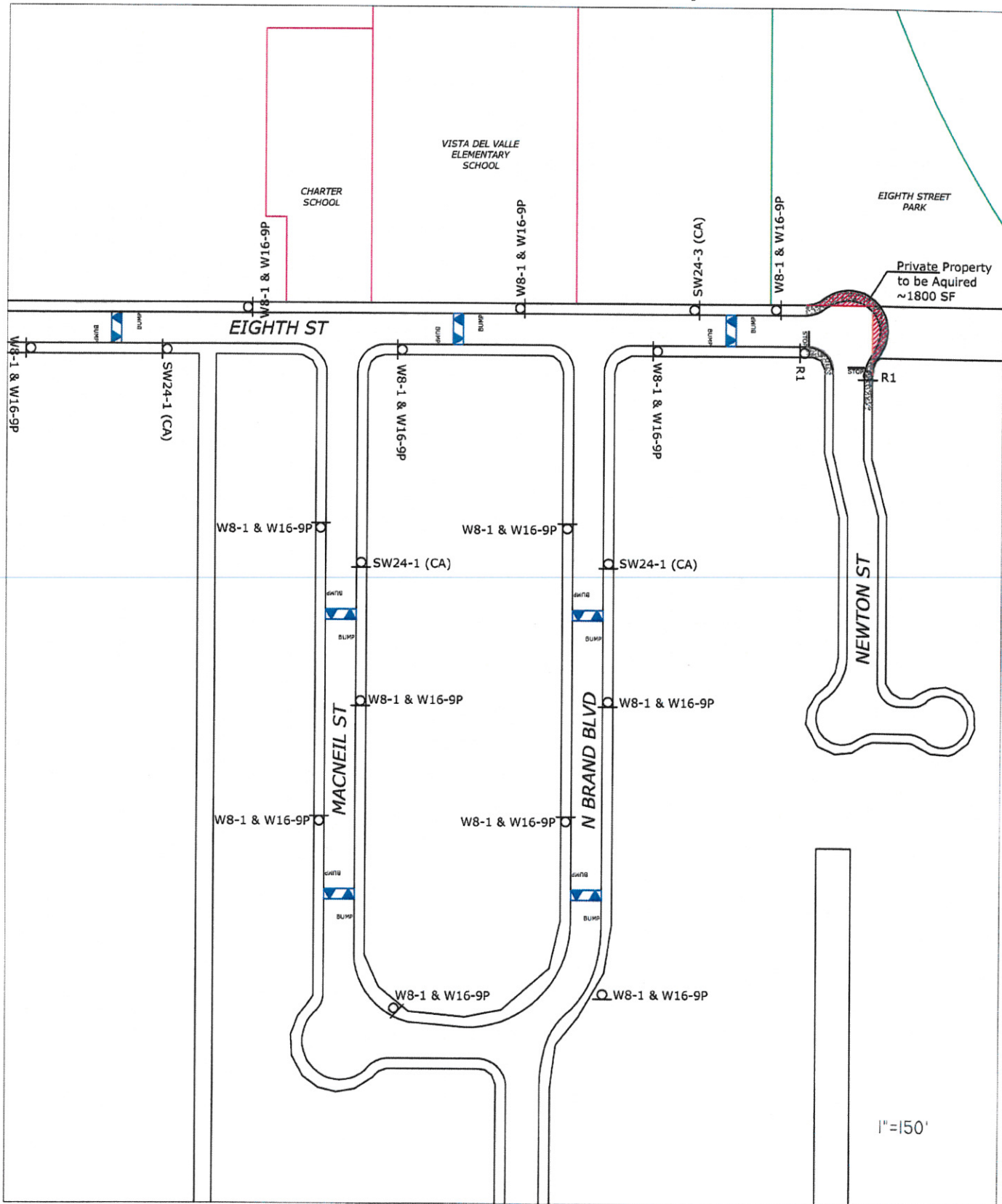
ES = Elementary School

MS = Middle School

HS = High School

* = amended

ATTACHMENT "C"

Modifications for Vista Del Valle
Elementary Vicinity

ATTACHMENT

"D"

Parking Citations Issued 800 + 900 Blocks of Eighth St
10/1/12 to 9/30/13

SF1121011004	10/11/2012	09:44	CA	INFI	813 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1121012002	10/12/2012	09:41	CA	AUDI	800 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1121101008	11/01/2012	09:50	CA	TOYT	927 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
316006	11/09/2012	11:02	CA	TOYT	900 BLK EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1121207004	12/07/2012	09:43	CA	BUIC	814 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1121213001	12/13/2012	09:52	CA	TOYT	927 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF2121214017	12/14/2012	10:01	CA	BUIC	806 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1130111001	01/11/2013	09:41	CA	AUDI	814 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1130206017	02/06/2013	14:40	CA	FORD	957 EIGHTH ST	Closed	\$0.00	22500(E)	No Pkg/Stop: In Front of Driveway
SF1130220006	02/20/2013	08:04	CA	TOYT	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF1130220007	02/20/2013	08:13	CA	NIS	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF1130220008	02/20/2013	08:16	CA	HOND	900 blk EIGHTH ST	Active	\$60.00	90-210(A)(1)	Red Zone
SF4130301002	03/01/2013	07:49	CA	DDG	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF4130301003	03/01/2013	07:56	CA	CHEV	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF4130301006	03/01/2013	08:02	CA	FORD	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF4130301007	03/01/2013	08:03	CA	TOYT	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF4130301008	03/01/2013	08:16	CA	NISS	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF2130308019	03/06/2013	14:08	CA	FIAT	900 EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF2130412017	04/12/2013	09:43	CA	NISS	809 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1130523006	05/23/2013	07:53	CA	HYUN	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF1130523007	05/23/2013	08:01	CA	TOYT	900 blk EIGHTH ST	Active	\$120.00	90-210(A)(1)	Red Zone
SF2130524017	05/24/2013	09:36	CA	BUIC	806 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF1130530005	05/30/2013	08:13	CA	TOYT	900 blk EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF1130604002	06/04/2013	08:00	CA	HOND	900 BLK EIGHTH ST	Closed	\$0.00	90-210(A)(1)	Red Zone
SF1130604003	06/04/2013	08:07	CA	TOYT	900 blk EIGHTH ST	Active	\$120.00	90-210(A)(1)	Red Zone
SF2130705053	07/05/2013	09:39	CA	NISS	814 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time
SF4130809007	08/09/2013	09:54	CA	TOYT	900 EIGHTH ST	Closed	\$0.00	90-218	Pkg Prohibited During Specific Time

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ATTACHMENT "C"



OLIVAREZ MADRUGA

ATTORNEYS AT LAW

A PROFESSIONAL CORPORATION

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MEMORANDUM

To: Memo to File

From: Johnny McNulty; Rich Padilla

Date: December 11, 2013

Subject: San Fernando Curb change

I. Potential Tort Liability

The issue presented is whether changing the no parking red curb marking located on the north side of 8th Street between Macneil St. and N. Brand Blvd. to a green loading and unloading zone would create a "dangerous condition" thereby exposing San Fernando to liability for injuries proximately caused by the "dangerous condition" of the loading and unloading zone. A public entity is liable for an injury caused by a dangerous condition on its property if: 1) the property was in a dangerous condition at the time of injury, 2) the injury was caused by the dangerous condition, 3) the dangerous condition created a foreseeable risk of the type of injury caused, and 4) negligent act of an employee of the public entity created the dangerous condition or the public entity had prior knowledge/notice of the dangerous condition but failed to take reasonable remedial measures or place adequate warnings. *See* Cal. Govt Code §835.

A "dangerous condition" is defined as "a condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used." Cal. Gov't Code §830(a). Applied to our circumstances, altering the no parking red curb to a green loading/unloading zone would be deemed a dangerous condition only if such alteration would create a

substantial risk of injury to persons, i.e. motorists and pedestrians, using the affected roadway and sidewalk with due care as a loading and unloading zone. Put another way, would altering the curb to a loading/unloading zone create a substantial risk above that already present for motorists and pedestrians when motorists and pedestrians use the loading/unloading zone in a reasonable and foreseeable manner? The case of *Cerna v. City of Oakland* (2008) 161 Cal.App.4th 1340 is instructive.

In *Cerna*, a motorist struck a crowd of 6 pedestrians crossing an intersection while walking towards a school, killing one child and injuring the other 5 people. The intersection had a marked cross-walk and street signs indicating a pedestrian crossing. For purposes of public immunity the court noted that a dangerous condition exists when the public property is physically damaged or the physical characteristics of its design, location, features, or relationship to its surroundings endangers users. A public entity may be liable for a dangerous condition even when a third party's negligent or illegal act is the direct cause of the injury so long as the dangerous condition had some causal relationship to the third party's action resulting in the injury. See *Cerna* at 1348; *Bonanno v. Central Contra Costa Transit Authority* (2003) 30 Cal.App.4th 139, 148-149 ("Public liability lies under [Government Code] section 835 only when a feature of the public property has 'increased or intensified' the danger to users from third party conduct."). The *Cerna* court held that the intersection was not a dangerous condition despite plaintiffs' arguments that additional signage and street markings, traffic signals, crossing guards should have been present for a cross-walk near a school zone. On the contrary, the court found that any of the additional risks to pedestrians because of how Oakland marked the intersection were of a minor, trivial, or insignificant nature in view of the surrounding circumstances that no reasonable person would conclude that the condition of the intersection created a substantial risk of injury.

The ruling in *Cerna* stands for the proposition that when a city uses its discretion to place traffic control signs and measures on public thoroughfares, the city does not expose itself to liability for creating a dangerous condition so long as the application of such discretion does not create conditions that would create a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when the property is used with due care in a manner in which it is reasonably foreseeable that it will be used.

Once a public entity, such as the City of San Fernando, exercises its discretion by altering the curb zoning on a public thoroughfare, it will expose itself to tort liability only if the alteration creates a dangerous condition, as described above. Under the facts presented, it does not appear that changing the red zone on 8th Street to a green loading/unloading zone would create a dangerous condition. By making this change, San Fernando may expect that there would be more vehicular and foot traffic along that stretch of 8th Street. It would create an additional pick-up and drop-off location for parents of children at the Vista Del Valle Dual Language Academy. However, it is our understanding that children are already dropped off on 8th Street to the south of the Academy. By changing the curb zoning and making other improvements noted in Robert Dickey's Traffic Modification Request dated November 20, 2013, San Fernando may very well enhance the safety of the 8th Street drop off locations. Speed humps, stop signs, turn around locations, and more appropriate curb zoning would ensure that all drivers have clear notice of permitted vehicular operations in the area. If these improvements, as currently described, increased the pre-existing risk of injury to motorists or pedestrians, the increased risk would likely be minor, trivial or insignificant such that no reasonable person would conclude that the condition created a substantial risk of injury. Additionally, cases support a public entity's use of discretion in determining which safety

precautions to take in regulating the flow of pedestrian and vehicular traffic. *See Mixon v. State* (2012) 207 Cal.App.4th 124.

The only feasible way that San Fernando would face liability here is via a third party cause injury, specifically, if a motorist hit a pedestrian. Under the standards set forth in *Cerna* and *Bonanno*, the condition of alerting the curb from red zone to green zone would have to “intensify” or “increase” the danger posed by third parties. This appears to be unlikely given the safety oriented changes being promoted along with the curb zoning change.

It must be noted here that San Fernando, like all other public entities, is entitled to all defenses in a tort suit. Thus, San Fernando would be entitled to the defenses of comparative negligence, third party negligence, and assumption of risk for any injuries that may have been alleged to relate to the curb being a dangerous condition. Additionally, San Fernando would have the additional statutory defense of reasonableness in the design and placement of the loading/unloading zone. *See* Cal. Govt Code §835.4(a) (“A public entity is not liable under subdivision (a) of Section 835 for injury caused by a condition of its property if the public entity establishes that the act or omission that created the condition was reasonable. The reasonableness of the act or omission that created the condition shall be determined by weighing the probability and gravity of potential injury to persons and property foreseeably exposed to the risk of injury against the practicability and cost of taking alternative action that would not create the risk of injury or of protecting against the risk of injury.”)

A related area of law is that of “design immunity” for public entities. Design immunity is codified in §830.6 of the Government Code. In pertinent part, it immunizes public entities from injuries caused by improvements to public lands so long as the improvement was approved in advance by the entity’s governing body and such approval was reasonable under the circumstances. *See* Cal. Govt Code §830.6; *Cornette v. Dept. of Trans.* (2001) 26 Cal.4th 63, 69 (“The rationale for design immunity is to prevent a jury from second-guessing the decision of a public entity by reviewing the identical questions of risk that had previously been considered by the government officers who adopted or approved the plan or design. To permit reexamination in tort litigation of particular discretionary decisions where reasonable men may differ as to how the discretion should be exercised would create too great a danger of impolitic interference with the freedom of decision-making by those public officials in whom the function of making such decisions has been vested”); *Hampton v. County of San Diego* (2013) 218 Cal.App.4th 286.

The Traffic Modification Request discusses entering into an MOU with the LAUSD to amend the EIS to allow for alternate access along 8th Street. If the improvements were part of an MOU, were scrutinized by all relevant parties, and were determined to be properly designed to achieve the purpose of providing more efficient ingress and egress to the Academy, then there will be deference given to San Fernando’s exercise of discretion.

II. Potential Nuisance Liability

There is a small potential that private property owners in the vicinity of the improvement might complain and bring a nuisance lawsuit. The nuisance would be associated with an increase in vehicular and pedestrian traffic, increased noise, and other related issues. Because affected properties are already

affected by school related traffic and were subjected to the noise of the prior school construction, it is highly doubtful that the improvements will increase the likelihood of a nuisance action from local property owners. Additionally, if it is found that the the improvements would likely improve the flow of traffic, such a finding would be a strong defense in any nuisance suit brought by a private owner. The improvements would

San Fernando would be entitled to all statutory immunities, and importantly, California Civil Code §3482 provides that “nothing which is done or maintained the under express authority of a statute can be deemed a nuisance. *See Mikkelsen v. State* (1976) 59 Cal.App.3d 621 (design immunity defense held to apply in a nuisance action.). Pursuant to Vehicle Code §21458 San Fernando is entitled to place the appropriate curb markings on streets under its jurisdiction, thus it has immunity from nuisance suits premised on San Fernando’s selection of curb markings.

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PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor Antonio Lopez and Councilmembers

FROM: Fred Ramirez, Interim City Manager
By: Robert T. Dickey, Interim Public Works Director

DATE: January 6, 2014

SUBJECT: Consideration of Adoption of Budget Resolution for City Watershed Management Plan

RECOMMENDATION:

It is recommend that the City Council adopt Resolution No. 7576 (Attachment "A") amending the Fiscal Year 2013-2014 City budget to appropriate \$17,215 from Fund 70, Water Fund balance to cover the cost of participating in the Upper Los Angeles River Enhanced Watershed Management Plan Group and associated professional services provided by City-consultant, Willdan Engineering.

BACKGROUND:

1. On October 17, 2013, Regional Water Quality Control Board (RCWQCB) sent a Notice of Violation informing the City that the City has failed to demonstrate a draft Low Impact Development (LID) and Green Street policy was in place by June 28, 2013 and the City's WMP is due December 28, 2013. The LID and Green Streets policy are required elements of a Watershed Management Plan (WMP) or Enhanced Watershed Management Plan (EWMP).
2. On November 18, 2013, the City Council approved a professional services agreement (City Contract No. 1730) with Willdan Engineering for as-needed engineering services.
3. On December 2, 2013, the City Council approved participation in the Upper Los Angeles River Enhanced Watershed Management Plan Group and authorized the Interim City Manager to execute the Memorandum of Understanding (MOU) with the City of Los Angeles to join with the 17 Public Agencies, subject to review and approval of the MOU by the City Attorney.
4. On December 5, 2013, the Upper Los Angeles River Enhanced Watershed Management Plan Group met and approved the City of San Fernando's participation.

Consideration of Adoption of Budget Resolution for City Watershed Management Plan

Page 2

5. On December 13, 2013, the City of Los Angeles prepared and submitted to the City a separate MOU consistent with the terms and conditions outlined in the MOU between the other 17 participating entities. The City of Los Angeles process requires the Board of Public Works approval, which may be finalized in March of 2014.
6. The MOU with the Upper Los Angeles River Enhanced Watershed Management Plan Group (“the Group”) is being finalized by the City of Los Angeles and will be forwarded for review and consideration of approval by the City Attorney and the Interim City Manager. The MOU must be executed prior to December 28, 2013, to be in compliance with the RWQCB requirements.

ANALYSIS:

The cost to participate in the Group is \$7,014 plus a contingency of 10%, or \$701, for a total of \$7,715. Professional services fees for Willdan Engineering to attend meetings, coordinate required data collection, review documents, and prepare reports will cost up to \$9,500 this fiscal year. There are required deliverables for the Group including a Draft Enhanced Watershed Management Work Plan and a Final Coordinated Integrated Monitoring Plan, which is due to the RWQCB by June of 2014. The Final Enhanced Watershed Management Plan is due to the RWQCB by June of 2015.

The costs for ongoing participation in the Group, monitoring, and professional services staff support will be calculated and included for City Council consideration as part of the City’s Fiscal Year 2014-2015 budget adoption process.

BUDGET IMPACT:

The cost for program participation and preparation of reports and studies is approximately \$17,215 Fiscal Year 2013-2014. Adoption of the attached Resolution will appropriate \$17,215 from City’s Water Fund (Account No. 70).

CONCLUSION:

It is recommended the City Council approve the Resolution (Attachment “A”) allocating Water Funds in the amount of \$17,215 to facilitate the City’s participation in the Upper Los Angeles River Enhanced Watershed Management Plan Group, and fund the associated engineering support services to be provided by Willdan Engineering for this Fiscal Year.

ATTACHMENT:

- A. Resolution No. 7576

ATTACHMENT "A"**RESOLUTION NO. 7576****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2013-2014 ADOPTED ON JULY 1, 2013**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2013-2014, commencing July 1, 2013, and ending June 30, 2014; and

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

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2013 and ending June 30, 2014, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2013.

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

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

Fund 70-382-0000-4270 (Water Admin- Professional Services)

Increase in Expenditures:	\$17,215
Decrease in Revenues:	\$0

PASSED, APPROVED, AND ADOPTED this 6th day of January, 2014.

Antonio Lopez, 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 6th day of January, 2014, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk