



SAN FERNANDO CITY COUNCIL  
REGULAR MEETING NOTICE AND AGENDA  
NOVEMBER 7, 2016 – 6:00 PM

COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

**CALL TO ORDER/ROLL CALL**

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

**PLEDGE OF ALLEGIANCE**

Led by San Fernando Police Explorer

**APPROVAL OF AGENDA**

**PRESENTATIONS**

- a) TRIBUTE TO OUR TROOPS  
Mayor Robert C. Gonzales
  
- b) CERTIFICATES OF RECOGNITION – CHILE FESTIVAL VOLUNTEERS  
Vice Mayor Joel Fajardo

**PUBLIC STATEMENTS – WRITTEN/ORAL**

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue

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form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

**CONSENT CALENDAR**

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

**1) REQUEST TO APPROVE MINUTES OF:**

- a. **OCTOBER 3, 2016 – REGULAR MEETING**
- b. **OCTOBER 17, 2016 – REGULAR MEETING**

**2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 16-111 approving the Warrant Register.

**3) CONSIDERATION TO AMEND AGREEMENT WITH GENERAL PUMP COMPANY FOR THE INSTALLATION OF A DEEP WELL TURBINE PUMP AND RELATED ELECTRICAL IMPROVEMENTS**

Recommend that the City Council:

- a. Approve the Amendment No. 1 (Contract No. 1674(a)), amending the scope of services related to the Deep Well Turbine Pump Installation Agreement with General Pump Company, in an amount not-to-exceed \$39,284.25; and
- b. Authorize the City Manager, or designee, to execute all related documents.

**4) REPUBLIC SERVICES UPDATE ON SOLID WASTE BILLING PROCESS AND DELINQUENT ACCOUNT NOTICES TO PROPERTY OWNERS**

Recommend that the City Council receive and file the status update on the solid waste billing process and delinquency notices to property owners.

**5) CONSIDERATION OF A LETTER OF SUPPORT FOR THE SAN FERNANDO COMMUNITY HEALTH CENTER**

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Recommend that the City Council approve a letter of support for the San Fernando Community Health Center.

**6) CONSIDERATION TO APPROVE THE PURCHASE OF REPLACEMENT DISPATCH/9-1-1 FURNITURE**

Recommend that the City Council:

- a. Approve a Purchase Order with Russ Bassett Corporation for the purchase of:
  - i. Dispatch / 9-1-1 Console Furniture, in the amount of \$52,914.10,
  - ii. Installation of new console furniture, in the amount of \$7,500.00, which will be reimbursed from the State of California 9-1-1 Communication tax program,
- b. Approve a Purchase Order with AT&T for the removal, relocation and reinstallation of the three Vesta 9-1-1 positions, in the amount of \$6,120.00. This will also be reimbursed from the State of California 9-1-1 Communication tax program; and
- c. Approve a Purchase Order with Bearcom/Advanced Electronics for the removal and reinstallation of Motorola Police Radio System and related equipment, in the amount of \$5,713.75; and

Authorize the City Manager to execute the Purchase Orders.

**PUBLIC HEARING****7) CONSIDERATION TO ADOPT ORDINANCES RELATING TO THE ADOPTION OF A CODE AMENDMENT TO EITHER (1) PROHIBIT OUTDOOR PERSONAL MARIJUANA CULTIVATION AND ESTABLISH REGULATIONS AND A PERMITTING PROCESS FOR INDOOR PERSONAL MARIJUANA CULTIVATION; OR (2) ESTABLISH REGULATIONS AND A PERMITTING PROCESS FOR BOTH INDOOR AND OUTDOOR PERSONAL MARIJUANA CULTIVATION, SUBJECT TO CALIFORNIA VOTER APPROVAL OF PROPOSITION 64**

Recommend that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, waive full reading and adopt either:

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- i. Urgency Ordinance No. U-1658 by title, “An Urgency Ordinance of the City Council of the City of San Fernando, California, Prohibiting Outdoor Personal Marijuana Cultivation and Establishing Regulations and a Permitting Process for the Indoor Personal Cultivation of Marijuana and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937, Subject to California voter Approval of Proposition 64 at the Tuesday, November 8, 2016 Election” by no less than four-fifths (4/5) vote of the City Council; and
- ii Backup Ordinance No. 1659 by title, “An Ordinance of the City Council of the City of San Fernando, California, Prohibiting Outdoor Personal Marijuana Cultivation and Establishing Regulations and a Permitting Process for the Indoor Personal Cultivation of Marijuana, Subject to California voter Approval of Proposition 64 at the Tuesday, November 8, 2016 Election” by majority vote of the City Council.

**OR**

- iii. Urgency Ordinance No. U-1660 by title, “An Urgency Ordinance of the City Council of the City of San Fernando, California, Establishing Regulations and a Permitting Process for the Indoor and Outdoor Personal Cultivation of Marijuana in Certain Residential Areas and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937, Subject to California voter Approval of Proposition 64 at the Tuesday, November 8, 2016 Election” by no less than four-fifths (4/5) vote of the City Council; and
- iv. Backup Ordinance No. 1661 by title, “An Ordinance of the City Council of the City of San Fernando, California, Establishing Regulations and a Permitting Process for the Indoor and Outdoor Personal Cultivation of Marijuana in Certain Residential Areas, Subject to California voter Approval of Proposition 64 at the Tuesday, November 8, 2016 Election” by majority vote of the City Council.

**ADMINISTRATIVE REPORTS****8) UPDATE FROM SENATOR ROBERT HERTZBERG**

Senator Robert Hertzberg will provide a receive and file report to the City Council.

**9) UPDATE ON THE SAN FERNANDO FALL HARVEST BREWFEST EVENT**

This item is placed on the agenda by Mayor Robert C. Gonzales.

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**10) DISCUSSION REGARDING FILMING IN THE DOWNTOWN AREA**

This item is placed on the agenda by Councilmember Sylvia Ballin.

**11) DISCUSSION AND DIRECTION REGARDING POTENTIAL REORGANIZATION OF THE CITY TREASURER DIVISION**

This item is placed on the agenda by Councilmember Sylvia Ballin.

**12) UPDATE REGARDING OPTIONS PERTAINING TO THE GENERAL MUNICIPAL ELECTION ON MARCH 7, 2017**

Recommend that the City Council provide staff with direction whether to consolidate the General Municipal Election on March 7, 2017 with the County of Los Angeles or conduct a stand-alone concurrent election.

**13) HONORING OUR TROOPS – LETTER IN SUPPORT OF IRAQ AND AFGHANISTAN WAR VETERANS**

This item is placed on the agenda by Vic Mayor Joel Fajardo.

**14) SISTER CITY UPDATE**

This item is placed on the agenda by Mayor Robert C. Gonzales.

**RECESS TO CLOSED SESSION****A) CONFERENCE WITH LABOR NEGOTIATOR  
G.C. §54957.6**

Designated City Negotiators:

City Manager Brian Saeki

Deputy City Manager/Public Works Director Chris Marcarello

Finance Director Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

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

**CITY COUNCIL - LIAISON UPDATES****DEPARTMENT HEADS - COMMISSION UPDATES****GENERAL COUNCIL COMMENTS****STAFF COMMUNICATION****ADJOURNMENT**

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

Elena G. Chávez, CMC

City Clerk

Signed and Posted: November 3, 2016 (5:00 p.m.)

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*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk Department. 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 Department 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 website at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.*

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# **Regular Meeting**

# **San Fernando City Council**

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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**OCTOBER 3, 2016 – 6:00 P.M.  
REGULAR MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Robert C. Gonzales called the meeting to order at 6:01 p.m.

Present:

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

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

**PLEDGE OF ALLEGIANCE**

Led by Police Chief Anthony Vairo

**APPROVAL OF AGENDA**

City Manager Saeki announced that the first presentation would be pulled.

Motion by Councilmember Soto, seconded by Councilmember Lopez, to approve the amended agenda. By consensus, the motion carried.

**PRESENTATIONS**

The following presentations were made:

- a) TRIBUTE TO OUR TROOPS  
*This presentation was pulled under Approval of Agenda.*
- b) CERVANTES FUND FOR SOCIAL JUSTICE PROCLAMATION

**SAN FERNANDO CITY COUNCIL****MINUTES – October 3, 2016****Page 2****PUBLIC STATEMENTS – WRITTEN/ORAL**

Jaime Lazo (business owner and a member of the Masonic Lodge) said that over the last few months, he's reported dangerous activity such as abandoned vehicles, drug addicts "shooting up", people defecating, urinating, sleeping and living in the alley at 2014 Maclay Ave.. To date, nothing has been done about it.

Dee Akemon said she's familiar with the area mentioned by the speaker and agreed that it's been an on-going problem.

**CONSENT CALENDAR**

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to approve the following Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF SEPTEMBER 19, 2016 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO APPROVE AN AGREEMENT WITH TREE PEOPLE TO COMPLETE GREEN STREETS IMPROVEMENTS UTILIZING STATE PROPOSITION 1 GRANT FUNDS
- 4) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE NON-EXCLUSIVE LICENSE AGREEMENT WITH THE FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS FOR CULTURAL ENRICHMENT PROGRAMS

By consensus, the motion carried.

**ADMINISTRATIVE REPORTS**

- 5) APPOINTMENTS TO CITY COMMISSIONS

Councilmember Soto requested to table this item (both individuals were unable to make the meeting).

- 6) CONSIDERATION OF LEAGUE OF CALIFORNIA CITIES 2016 ANNUAL CONFERENCE RESOLUTION

Vice Mayor Fajardo presented the item and discussion ensued regarding the League of California Cities resolution entitled: "Resolution Committing the League of California Cities to Supporting Vision Zero, Toward Zero Deaths, and Other Programs or Initiatives to Make Safety a Top Priority for Transportation Projects and Policy Formulation, While Encouraging Cities to Pursue Similar Initiatives."

**SAN FERNANDO CITY COUNCIL****MINUTES – October 3, 2016****Page 3**

Motion by Vice Mayor Fajardo, seconded by Mayor Gonzales, to authorize Voting Delegate Vice Mayor Fajardo (and, if required, Alternate Voting Delegates Mayor Gonzales and Councilmember Soto) to vote, on the City's behalf, at the 2016 League of California Cities Annual Business Meeting based on the feedback provided by the City Council. By consensus, the motion carried.

7) **DISCUSSION OF COMMUNITY FORUM REGARDING POLICE AND PUBLIC RELATIONS**

Vice Mayor Fajardo presented the report and discussion ensued amongst Councilmembers and Police Chief Anthony Vairo.

Motion by Vice Mayor Fajardo, seconded by Councilmember Ballin, to move forward with preparations for a community forum regarding police and public relations, authorization to work with the Chief of Police and bring forward a proposal to the City Council (including associated costs). By consensus, the motion carried.

8) **PRESENTATION BY BLUE GREEN ALLIANCE REGARDING GAS LEAK SIGN ON LETTER TO THE PUBLIC UTILITY COMMISSION**

Mayor Gonzales gave an update regarding the letter to the California Public Utilities Commission and request for support for recommendations concerning mandatory minimum requirements and best practices for natural gas leakage abatement.

Motion by Mayor Gonzales, seconded by Councilmember Lopez, to approve the letter. The motion carried with the following vote:

AYES: Gonzales, Lopez, Soto, Fajardo – 4  
NOES: Ballin – 1

9) **UPDATE ON HOMELESS INITIATIVES**

City Manager Saeki gave an update regarding measures taken to address the homelessness issues. He reported: as of January, the City has a homeless population of 17; the City has put together a task force that has checked various areas throughout the City; two people were open to services; a bus was also made available on October 12<sup>th</sup> for Homeless Connect Day to take individuals to the service site; staff prepared a letter of opposition to SB876 (Homelessness); and the City will continue to partner with the County of Los Angeles and the Los Angeles Homeless Services Authority.

Discussion ensued but no final action taken (receive and file item).

**CITY COUNCIL - LIAISON UPDATES**

Councilmember Lopez reminded everyone of the housing summit that will be hosted by SCAG and held next week.

**SAN FERNANDO CITY COUNCIL****MINUTES – October 3, 2016****Page 4**

Vice Mayor Fajardo reported that the Chamber of Commerce hosted a successful event in San Fernando related to business taxes and accounting and that their membership has increased.

Mayor Gonzales talked about ICA's events (he was installed as president elect) and their upcoming winter session is coming up.

**DEPARTMENT HEADS - COMMISSION UPDATES**

Deputy City Manager/Public Works Director Chris Marcarello reported that the Transportation and Safety Commission will meet this week to discuss traffic issues (on Harding and Library streets) and stop sign requests.

Recreation and Community Services Director Ismael Aguila reported that the Parks, Wellness and Recreation Commission will meet next Tuesday.

City Clerk Chávez reported that the Education Commission plans to collaborate with the U.S. Postal Service Federal Credit Union to host a "Bite of Reality" financial education program for youth in the community.

**STAFF COMMUNICATION**

City Manager Saeki reported there are no updates regarding the Transit Oriented Development other than what we presented at the last meeting.

**RECESS TO CLOSED SESSION (7:05 P.M.)**

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

- A) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS FACTS AND CIRCUMSTANCES WHICH CREATE EXPOSURE TO LITIGATION OR MAY OTHERWISE RESULT IN LITIGATION  
G.C. §54956.9(d)(2) AND §54956.9(e)(3)  
One (1) Matter
  
- B) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS AND PROVIDE UPDATES ON MULTIPLE EXISTING LITIGATION MATTERS  
G.C. §54956.9(d)(1)

Jorge Bayardo v. City of San Fernando, LASC Case No. BC626481  
Kevin Yoo v. City of San Fernando, LASC Case No. BC626482  
Young Bin Cho v. City of San Fernando, LASC Case No. BC626478  
Jeffrey Pak v. City of San Fernando, LASC Case No. BC626480  
Saul Garibay v. City of San Fernando, LASC Case No. BC626479

**SAN FERNANDO CITY COUNCIL****MINUTES – October 3, 2016****Page 5****C) CONFERENCE WITH LABOR NEGOTIATOR  
G.C. §54957.6**

Designated City Negotiators:

City Manager Brian Saeki

Deputy City Manager/Public Works Director Chris Marcarello

Finance Director Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

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

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association

San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

**RECONVENE FROM CLOSED SESSION (8:03 P.M.)**

City Attorney Olivarez reported the following:

Item A – The City Council received a briefing from staff; no action was taken.

Item B – The City Council received a briefing from special counsel on all five cases listed on the agenda; no action was taken.

Item C – The City Council received a briefing from staff. Direction was given but no final action was taken.

City Attorney Olivarez also reported for the record that at approximately 7:48 p.m., Councilmember Ballin left the Closed Session.

**GENERAL COUNCIL COMMENTS**

Councilmember Soto thanked staff for their hard work on the Chile Festival and hopes that the classic movie night events will continue throughout the year.

Vice Mayor Fajardo also thanked staff for helping out with the Chile Festival and would like to acknowledge the coordinators at an upcoming Council meeting.

Mayor Gonzales agreed that the Chile Festival was a great event and he reported that Blue Cross had also had an event at Recreation Park that was well attended. He also encouraged everyone to register for the upcoming 5K event.

**SAN FERNANDO CITY COUNCIL****MINUTES – October 3, 2016****Page 6****ADJOURNMENT (8:09 P.M.)**

Motion by Vice Mayor Fajardo, seconded by Councilmember Lopez, to adjourn the meeting. By consensus, the motion carried.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of October 3, 2016, meeting as approved by the San Fernando City Council.*

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*Elena G. Chávez*  
City Clerk



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**SAN FERNANDO CITY COUNCIL  
MINUTES**

**OCTOBER 17, 2016 – 6:00 P.M.  
REGULAR MEETING**

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

**CALL TO ORDER/ROLL CALL**

Mayor Robert C. Gonzales called the meeting to order at 6:01 p.m.

Present:

Council: Mayor Robert C. Gonzales, Vice Mayor Joel Fajardo, and Councilmember Antonio Lopez

Staff: City Manager Brian Saeki, Deputy City Attorney Joaquin Vazquez, and City Clerk Elena G. Chávez

Absent: Councilmembers Sylvia Ballin and Jaime Soto

**PLEDGE OF ALLEGIANCE**

Led by San Fernando Police Explorer

**APPROVAL OF AGENDA**

City Manager Saeki requested to pull Item No. 4 (at least four Councilmembers are required to approve an urgency ordinance).

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

**PRESENTATIONS**

The following presentations were made:

- a) TRIBUTE TO OUR TROOPS
- b) CERTIFICATES OF RECOGNITION – SANTA ROSA BASEBALL LEAGUE CHAMPIONS

**SAN FERNANDO CITY COUNCIL****MINUTES – October 17, 2016****Page 2****RECESS (6:16 P.M.)**

Mayor Gonzales called for a brief recess.

**RECONVENE (6:26 P.M.)****PUBLIC STATEMENTS – WRITTEN/ORAL**

Mary Mendoza wanted to remind Councilmembers that people are not in favor of the proposed 101 family units at the JC Penney building and that she said that several months ago, the downtown mall businesses submitted a petition against filming.

Marisol Diaz, Recreation and Community Services, invited everyone to the Diabetes Expo on November 12; free flu vaccines and preventative health screenings will be offered.

Lupita Camacho, Alberto's Hair Salon, talked about the filming taking place in the downtown mall and said that merchants are losing money and they're going to compile a list of their losses.

Tom Ross, Chamber of Commerce and Downtown Mall Association, gave input regarding Item No. 8 on the agenda regarding possibly establishing a business tax amnesty program.

Pastor Rudy Trujillo spoke in favor of the Trunk or Treat event and said that it will provide a safe zone for kids to enjoy Halloween night. He thanked the City Council and the Downtown Mall Association for their support.

David Bernal talked about the upcoming craft brew festival and he thanked everyone for being helpful. He said that the proceeds will go to No-Kill Los Angeles animal shelter.

**CONSENT CALENDAR**

Motion by Vice Mayor Fajardo, seconded by Councilmember Lopez, to approve the Consent Calendar Items:

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 2) CONSIDERATION TO APPROVE THE PURCHASE OF TWO NEW EMERGENCY POLICE VEHICLES
- 3) CONSIDERATION OF DISPOSITION OF SURPLUS CITY-OWNED PERSONAL PROPERTY

By consensus, the motion carried.

**SAN FERNANDO CITY COUNCIL****MINUTES – October 17, 2016****Page 3****ADMINISTRATIVE REPORTS**

By consensus, the following items were moved up on the agenda.

**7) UPDATE REGARDING TIME WARNER/CHARTER CABLE MERGER**

Steven Sawyer, Director of Government Affairs for Charter Communications, provided background information and replied to questions from Councilmembers regarding the merger of Time Warner Communications, Bright House Networks, and Charter Communications.

Brief discussion ensued but no formal action was taken.

**10) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE SAN FERNANDO TRUNK-A-TREAT EVENT**

Vice Mayor Fajardo gave background on this item and suggested that, going forward, it is worthwhile to include this in the City's budget.

City Manager Saeki said that there have been numerous requests to waive fees and reported that, to date, fees waived are in the range of \$50,000 (not including staff time). He suggested that perhaps, during the mid-year budget review, money be set aside for these types of events.

Discussion ensued regarding the numerous good causes and how to ration City resources. By consensus, Council agreed that the proposed policy on Special Events address this issue.

Motion by Vice Mayor Fajardo, seconded by Councilmember Lopez, to:

- a. Approve City co-sponsorship of the San Fernando Trunk-A-Treat Event;
- b. Approve the use of the City Seal on San Fernando Trunk-A-Treat Event print material; and
- c. Approve waiving special event fees for implementation of the San Fernando Trunk-A-Treat Event.

By consensus, the motion carried.

**PUBLIC HEARING**

- 4) CONSIDERATION TO ADOPT AN URGENCY ORDINANCE No. U-1657 PROHIBITING THE PERSONAL CULTIVATION OF MARIJUANA IN CERTAIN OUTDOOR AREAS OF PRIVATE RESIDENCES, ADOPTING RELATED STANDARDS, AND DECLARING THE URGENCY THEREOF, SUBJECT TO CALIFORNIA VOTER APPROVAL OF PROPOSITION 64

*This item was pulled under Approval of Agenda.*

**SAN FERNANDO CITY COUNCIL****MINUTES – October 17, 2016****Page 4**

- 5) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING A PERMIT APPLICATION FEE FOR MEDICAL CANNABIS DELIVERIES ORIGINATING FROM LEGAL MEDICAL CANNABIS DISPENSARIES LOCATED OUTSIDE OF THE CITY OF SAN FERNANDO

Deputy City Attorney Joaquin Vazquez presented the staff report and replied to questions from Councilmembers.

Mayor Gonzales declared the Public Hearing open.

Mayor Gonzales called for public testimony; there were no public comments.

Motion by Vice Mayor Fajardo, seconded by Mayor Gonzales, to close the public comment portion of the Hearing. By consensus, the motion carried.

Motion by Vice Mayor Fajardo, seconded by Councilmember Lopez, to adopt Resolution No. 7765 Establishing a Permit Application Fee for Medical Cannabis Deliveries Originating from Legal Medical Cannabis Dispensaries Located Outside of the City of San Fernando.

The motion carried with the following vote:

AYES: Gonzales, Fajardo, Lopez – 3  
NOES: None  
ABSENT: Soto, Ballin – 2

**ADMINISTRATIVE REPORTS**

- 6) CONSIDERATION OF OPTIONS REGARDING THE GENERAL MUNICIPAL ELECTION ON MARCH 7, 2017

City Clerk Chávez presented the agenda report and recommended that the City Council consider options for conducting the General Municipal Election on March 7, 2017 (i.e., either consolidate with the County of Los Angeles or conduct a stand-alone concurrent election).

Deputy City Attorney Vazquez replied to questions from Councilmembers and added that, it is unknown at this time whether the County will call a special election (the Board of Supervisors has until December 6, 2016 to decide).

No formal action was taken. Staff will report back in the middle of next month, or sooner, with an update.

- 8) CONSIDERATION TO ESTABLISH A BUSINESS TAX AMNESTY PROGRAM

Finance Director Nick Kimball presented the staff report and replied to questions from Councilmembers.

**SAN FERNANDO CITY COUNCIL****MINUTES – October 17, 2016****Page 5**

Motion by Vice Mayor Fajardo, seconded by Councilmember Lopez, to:

- a. Consider establishing a Business Tax Amnesty Program;
- b. Adopt Resolution No. 7764 implementing the proposed Business Tax Amnesty Program; and
- c. Authorize the City Manager, or designee, to finalize and execute all documents related to the Business Tax Amnesty Program.

By consensus, the motion carried.

9) **CONSIDERATION THAT THE CITY ASSUME OPERATIONS OF THE LAS PALMAS SENIOR CLUB**

Recreation and Community Services Director Ismael Aguila presented the staff report. Both he and City Manager Saeki replied to questions from Councilmembers.

Motion by Vice Mayor Fajardo, seconded by Councilmember Lopez, to:

- a. Approve that the City assume operations of the Las Palmas Senior Club;
- b. Authorize the City to accept the Senior Club's existing bank account balance of approximately \$30,600 to fund Las Palmas Senior Club operations and trips; and
- c. Adopt Resolution No. 7768 to appropriate revenues and expenditures for Fiscal Year 2016-2017 to fund the cost of assuming operations.

By consensus, the motion carried.

11) **CONSIDERATION TO ADOPT A RESOLUTION IN OPPOSITION OF CALIFORNIA STATE PROPOSITION 57, "CRIMINAL SENTENCES: JUVENILE CRIMINAL PROCEEDINGS AND SENTENCING"**

Mayor Gonzales gave brief background information and Police Chief Anthony Vairo replied to questions from Councilmembers.

By consensus, the item was tabled.

12) **CONSIDERATION OF A SISTER CITY PROPOSAL**

City Manager Saeki presented the staff report and discussion ensued.

Motion by Councilmember Lopez, seconded by Mayor Gonzales, to allow Mayor Gonzales to travel (at his own expense) to the cities of Tonalá and Tlaquepaque, Jalisco, Mexico, to explore a potential sister city relationship and report back to the City Council. By consensus, the motion carried.

**SAN FERNANDO CITY COUNCIL****MINUTES – October 17, 2016****Page 6****CITY COUNCIL - LIAISON UPDATES**

Councilmember Lopez said that the Metro Service Council announced that a new line that will travel from the Metro Station to L.A. Mission College.

Vice Mayor Fajardo reported that the Chamber of Commerce held a meeting and discussed various topics such as new events lined up for next year.

Mayor Gonzales announced that the Library Commission will be meeting next week and that the Independent Cities Association will be holding a press conference in opposition of Prop. 57.

**DEPARTMENT HEADS - COMMISSION UPDATES**

Deputy City Manager/Public Works Director Chris Marcarello stated that Public Works is actively paving streets throughout the City.

City Clerk Chávez said that Councilmember Ballin reported that the California Latino Water Coalition Foundation voted to contribute \$4,000 to the Education Commission for the Gabriel Fernandez Memorial Scholarship.

Community Development Director Fred Ramirez reported that the San Fernando Brewery was approved for a conditional use permit.

Recreation and Community Services Director Aguila said that the Parks, Wellness, and Recreation Commission will be meeting tomorrow to discuss the Parks Master Plan, the Metro Open Streets Grant, and to appoint cultural arts advisors.

**STAFF COMMUNICATION**

City Manager Saeki said that he misspoke earlier; event fees waived to date are in the range of \$35,000 to \$40,000 (he will provide Councilmembers with a full breakdown, including staff time).

**RECESS TO CLOSED SESSION (8:04 P.M.)**

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

- A) CONFERENCE WITH LABOR NEGOTIATOR  
G.C. §54957.6

Designated City Negotiators:

City Manager Brian Saeki

Deputy City Manager/Public Works Director Chris Marcarello

Finance Director Nick Kimball



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City Attorney Rick Olivarez  
Assistant City Attorney Richard Padilla

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

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

**RECONVENE/REPORT OUT FROM CLOSED SESSION (8:27 P.M.)**

Deputy City Attorney Vazquez reported the following:

Item A – The City Council received an update from staff, direction was given, but no final action taken.

**GENERAL COUNCIL COMMENTS**

Councilmember Lopez expressed concerned about the on-going blanket statement that businesses in the downtown mall area are losing revenue during filming and asked that staff provide information regarding past revenues generated. He thanked RCS Director Ismael Aguila and staff for the stupendous 5k Relay Event; it serves as an example for city-sponsored events that cost the City zero dollars.

Vice Mayor Fajardo talked about Indigenous Peoples day and reported that McDonald's (through their spare change collection boxes) has raised over \$52 million to help families throughout the world.

Mayor Gonzales agreed that the 5K Relay Event was quite amazing and Indigenous People Day was also a great event.

**ADJOURNMENT (8:36 P.M.)**

Police Chief Vairo asked if the meeting could adjourn in memory of L.A. County Sheriff's Dept. Sergeant Steven Owen and Palm Springs Police Dept. Officers Gilbert Vega and Lesley Zerebny who were all killed in the line of duty. Mayor Gonzales called for a brief moment of silence.

Motion by Councilmember Lopez, seconded by Vice Mayor Fajardo, to adjourn the meeting. By consensus, the motion carried.

*I do hereby certify that the foregoing is a true and correct copy of the minutes of October 17, 2016, meeting as approved by the San Fernando City Council.*

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Elena G. Chávez  
City Clerk

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## AGENDA REPORT

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**To:** Mayor Robert C. Gonzales and Councilmembers

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

**Date:** November 7, 2016

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 16-111 (Attachment "A") approving the Warrant Register.

**BACKGROUND:**

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

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

**ATTACHMENT:**

A. Resolution No. 16-111

**ATTACHMENT "A"**

**RESOLUTION NO. 16-111**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 16-111**

**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 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Robert C. Gonzales, Mayor

**ATTEST:**

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

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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 7<sup>th</sup> day of November, 2016, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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

**EXHIBIT "A"**

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 11/02/2016 5:24:06PM Voucher List  
 CITY OF SAN FERNANDO

Bank code : bank3

| Voucher | Date      | Vendor                               | Invoice       | PO #           | Description/Account  | Amount  |
|---------|-----------|--------------------------------------|---------------|----------------|--|---|
| 203387  | 11/7/2016 | 892287 99 CLEANERS                   | 8325          |                | ENP TOWELS CLEANING<br>115-422-3750-4300   | 17.50<br><b>Total : 17.50</b>                             |
| 203388  | 11/7/2016 | 100031 A-1 LAWNMOWER INC.            | 76147         |                | RADIATOR KIT/OIL COOLER-PK0083<br>041-320-0390-4400  | 1,263.22<br><b>Total : 1,263.22</b>                       |
| 203389  | 11/7/2016 | 890104 ABBA TERMITE & PEST CONTROL   | 30119         |                | BEE REMOVAL-2028 KNOX<br>001-346-0000-4260   | 95.00<br><b>Total : 95.00</b>                             |
| 203390  | 11/7/2016 | 891587 ABLE MAILING INC.             | 24971         | 11406<br>11406 | OCT BILLS-FULFILLMENT; FOLD, INSEF<br>072-360-0000-4300<br>070-382-0000-4300<br>WATER ENVELOPE STORAGE-SEPT'16<br>070-382-0000-4300<br>072-360-0000-4300 | 83.12<br>83.11<br>12.50<br>12.50<br><b>Total : 191.23</b> |
| 203391  | 11/7/2016 | 888356 ADVANCED AUTO REPAIR          | 1074          | 11476          | PARTS & LABOR TO REPAIR DAMAGES<br>041-320-0225-4400   | 3,599.31<br><b>Total : 3,599.31</b>                       |
| 203392  | 11/7/2016 | 891969 ADVANCED PURE WATER SOLUTIONS | 36495711-1116 |                | DRINKING WATER<br>001-222-0000-4300  | 102.00<br><b>Total : 102.00</b>                           |
| 203393  | 11/7/2016 | 890488 AGUILA, ISMAEL                | REIMB.        |                | REIMB-SUPPLIES PURCHASED FOR SP<br>017-420-1395-4300   | 172.03<br><b>Total : 172.03</b>                           |
| 203394  | 11/7/2016 | 891579 AGUILA, SANDRA                | 2000257.001   |                | DAY CAMP TRIP REFUND<br>017-3770-1399  | 85.00<br><b>Total : 85.00</b>                             |
| 203395  | 11/7/2016 | 889043 ALADIN JUMPERS                | 083016        |                | RENTAL OF CHAIRS & TABLES-SUMME  |   |

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 11/02/2016 5:24:06PM Voucher List  
 CITY OF SAN FERNANDO

Bank code : bank3

| Voucher | Date      | Vendor                                | Invoice           | PO #  | Description/Account  | Amount                                  |
|---------|-----------|---------------------------------------|-------------------|-------|--|---|
| 203395  | 11/7/2016 | 889043 ALADIN JUMPERS                 | (Continued)       |       | 004-2359   | 55.00<br><b>Total : 55.00</b>           |
| 203396  | 11/7/2016 | 891929 ALL AMERICAN CLEANERS          | 5785              |       | CLEANING OF TABLE COVERS<br>004-2359   | 30.00<br><b>Total : 30.00</b>           |
| 203397  | 11/7/2016 | 100143 ALONSO, SERGIO                 | SEPT 2016         |       | MMAP INSTRUCTOR<br>001-424-0000-4430   | 800.00<br><b>Total : 800.00</b>         |
| 203398  | 11/7/2016 | 892398 ALVAREZ, LEONARD               | 490250<br>490251  |       | SENIOR TRIP REFUND-PRICE REDUCE<br>004-2383<br>SENIOR TRIP REFUND-PRICE REDUCE<br>004-2383 | 30.00<br>80.00<br><b>Total : 110.00</b> |
| 203399  | 11/7/2016 | 100141 ALVAREZ, LINA                  | 10/01/16-10/14/16 | 11482 | ENP CONTRACT VENDOR ESTIMATED<br>115-422-3750-4270   | 315.00<br><b>Total : 315.00</b>         |
| 203400  | 11/7/2016 | 887270 AMERICAN TRANSPORTATION SYSTEM | 100858            |       | TRANSPORTATION SERVICES-MISSIO<br>004-2383   | 885.93<br><b>Total : 885.93</b>         |
| 203401  | 11/7/2016 | 100175 AMERICAN WATER WORKS ASSOC.    | 7001251725        |       | MEMBERSHIP RENEWAL-00034415<br>070-381-0000-4370   | 420.00<br><b>Total : 420.00</b>         |
| 203402  | 11/7/2016 | 100191 ANGELES SHOOTING RANGE         | 9710              |       | TRAINING-SHOOTING RANGE<br>001-225-0000-4360   | 75.00<br><b>Total : 75.00</b>           |
| 203403  | 11/7/2016 | 102500 APCO INTERNATIONAL             | 370135            |       | 2017 MEMBERSHIP DUES<br>001-225-0000-4370  | 120.00<br><b>Total : 120.00</b>         |

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| vchlist              |           | Voucher List                          |              |       |  | Page:            | 3     |   |
|----------------------|-----------|---------------------------------------|--------------|-------|--|------------------|-------|---|
| 11/02/2016 5:24:06PM |           | CITY OF SAN FERNANDO                  |              |       |  |                  |       |   |
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| Voucher              | Date      | Vendor                                | Invoice      | PO #  | Description/Account  | Amount           |       |   |
| 203404               | 11/7/2016 | 100222 ARROYO BUILDING MATERIALS, INC | 175501       |       | CONCRETE WORK @ SF MALL<br>001-341-0301-4300                         | 76.66            |       |   |
|                      |           |                                       |              |       | <b>Total :</b>   | <b>76.66</b>     |       |   |
| 203405               | 11/7/2016 | 102530 AT & T                         | 818-270-2203 |       | PD NETWORK LINE<br>001-222-0000-4220                                 | 130.10           |       |   |
|                      |           |                                       |              |       | <b>Total :</b>   | <b>130.10</b>    |       |   |
| 203406               | 11/7/2016 | 889942 ATHENS SERVICES                | 2640922      |       | FY 16-17 STREET SWEEPING SERVICE                                     |                  |       |   |
|                      |           |                                       |              | 11440 | 001-343-0000-4260  | 2,299.59         |       |   |
|                      |           |                                       |              | 11440 | 011-311-0000-4260  | 12,249.71        |       |   |
|                      |           |                                       |              |       | <b>Total :</b>   | <b>14,549.30</b> |       |   |
| 203407               | 11/7/2016 | 891209 AUTONATION SSC                 | 220746       |       | TAIL LIGHT ASSY-WA4470   | 40.30            |       |   |
|                      |           |                                       | 221098       |       | 070-384-0000-4400<br>BRAKE RELEASE CABLE-ME3989<br>041-320-0311-4400 | 45.69            |       |   |
|                      |           |                                       |              |       | <b>Total :</b>   | <b>85.99</b>     |       |   |
| 203408               | 11/7/2016 | 890546 BARAJAS, CRYSTAL               | SEPT 2016    |       | MMAP MENTOR INSTRUCTOR   | 240.00           |       |   |
|                      |           |                                       |              |       | 001-424-0000-4430  | 240.00           |       |   |
|                      |           |                                       |              |       | <b>Total :</b>   | <b>240.00</b>    |       |   |
| 203409               | 11/7/2016 | 888443 BAVCO                          | 780470       |       | MATL'S FOR BACKFLOW REPR @ REC                                       | 159.11           |       |   |
|                      |           |                                       |              |       | 043-390-0000-4300  | 159.11           |       |   |
|                      |           |                                       |              |       | <b>Total :</b>   | <b>159.11</b>    |       |   |
| 203410               | 11/7/2016 | 887764 BENNETT-BOWEN LIGHTHOUSE       | 1463243      |       | GAS DETECTOR W/PUMP & INSTRUME                                       | 1,382.35         |       |   |
|                      |           |                                       |              |       | 072-360-0000-4300  | 1,382.35         |       |   |
|                      |           |                                       |              |       | <b>Total :</b>   | <b>1,382.35</b>  |       |   |
| 203411               | 11/7/2016 | 892013 BERNSTEIN, DIANA               | OCT 2016     |       | ART CLASS INSTRUCTOR   | 200.00           |       |   |
|                      |           |                                       |              |       | 017-420-1343-4260  | 200.00           |       |   |
|                      |           |                                       |              |       | <b>Total :</b>   | <b>200.00</b>    |       |   |
| 203412               | 11/7/2016 | 890838 BLUE TARP FINANCIAL            | 36278447     |       | SMALL TOOLS  | 17.38            |       |   |
|                      |           |                                       |              |       | 041-320-0000-4340  | 17.38            |       |   |
|                      |           |                                       |              |       | <b>Total :</b>   | <b>17.38</b>     |       |   |
|                      |           |                                       |              |       |  |                  | Page: | 3 |

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| 11/02/2016 5:24:06PM |           | CITY OF SAN FERNANDO              |             |      |  |                 |       |   |
| Bank code : bank3    |           |                                   |             |      |  |                 |       |   |
| Voucher              | Date      | Vendor                            | Invoice     | PO # | Description/Account                                  | Amount          |       |   |
| 203412               | 11/7/2016 | 890838 890838 BLUE TARP FINANCIAL | (Continued) |      |  | 17.38           |       |   |
| 203413               | 11/7/2016 | 888800 BUSINESS CARD              | 092716      |      | CASABLANCA MOVIE                                     | 303.00          |       |   |
|                      |           |                                   | 093016      |      | 001-424-0000-4260<br>PHOTO BACKDROPS & STANDS        | 212.94          |       |   |
|                      |           |                                   | 100316      |      | 001-420-0000-4300<br>017-420-1395-4300               | 254.78          |       |   |
|                      |           |                                   | 100516      |      | SPANISH INTERPRETOR SVCS<br>001-420-0000-4260        | 150.00          |       |   |
|                      |           |                                   | 100616      |      | TIMING CLOCK<br>017-420-1337-4300                    | 169.00          |       |   |
|                      |           |                                   | 100616      |      | LUNCH FOR ORAL BOARD<br>001-106-0000-4270            | 55.00           |       |   |
|                      |           |                                   | 100716      |      | FY16/17 MEMBERSHIP<br>001-105-0000-4380              | 1,400.00        |       |   |
|                      |           |                                   | 100716      |      | 5K RACE PLACING MEDALS<br>017-420-1395-4300          | 130.64          |       |   |
|                      |           |                                   | 101016      |      | LODGING EXP-STC CORR OFFICER TI<br>001-225-3688-4360 | 383.95          |       |   |
|                      |           |                                   | 101016      |      | PARTIAL REFUND<br>001-224-0000-4360                  | -18.15          |       |   |
|                      |           |                                   | 101016      |      | PARKING FEE-CONFERENCE<br>001-101-0103-4370          | 66.00           |       |   |
|                      |           |                                   | 101316      |      | REGSTR-EVOC TRAINING<br>001-225-0000-4360            | 2,000.00        |       |   |
|                      |           |                                   | 101416      |      | CERTIFICATE JACKETS<br>001-101-0000-4300             | 219.97          |       |   |
|                      |           |                                   | 101416      |      | TRANSPORTATION SERVICES<br>007-440-0443-4260         | 475.60          |       |   |
|                      |           |                                   | 101816      |      | 5K RELAY RUNNERS' BAG<br>017-420-1337-4300           | 678.02          |       |   |
|                      |           |                                   | 102416      |      | LODGING-CODE ENFORCEMENT CONI<br>001-152-0000-4370   | 484.77          |       |   |
|                      |           |                                   |             |      | <b>Total :</b>                                       | <b>6,965.52</b> |       |   |
| 203414               | 11/7/2016 | 100466 CACEO                      | RA2016      |      | CODE ENFORCEMENT CERTIFICATE                         | 125.00          |       |   |
|                      |           |                                   |             |      | 001-152-0000-4370                                    | 125.00          |       |   |
|                      |           |                                   |             |      | <b>Total :</b>                                       | <b>125.00</b>   |       |   |
|                      |           |                                   |             |      |  |                 | Page: | 4 |



| vchlist              |           | Voucher List                      |                      |       |   | Page:                              | 5                        |
|----------------------|-----------|-----------------------------------|----------------------|-------|---|------------------------------------|--------------------------|
| 11/02/2016 5:24:06PM |           | CITY OF SAN FERNANDO              |                      |       |   |                                    |                          |
| Bank code : bank3    |           |                                   |                      |       |   |                                    |                          |
| Voucher              | Date      | Vendor                            | Invoice              | PO #  | Description/Account   | Amount                             |                          |
| 203414               | 11/7/2016 | 100466 100466 CACEO               | (Continued)          |       |   |                                    | <b>Total : 125.00</b>    |
| 203415               | 11/7/2016 | 890286 CALIFORNIA CLAIMS          | 2016-10391           |       | WORKER'S COMP ADMIN FEES<br>001-106-0000-4270   | 1,500.00                           | <b>Total : 1,500.00</b>  |
| 203416               | 11/7/2016 | 100559 CALIFORNIA PEACE OFFICERS' | REGISTRATION         |       | REGSTR FEES- (3) PUBLIC RECORDS /<br>001-225-0000-4360<br>001-224-0000-4360<br>001-222-0000-4360  | 250.00<br>250.00<br>250.00         | <b>Total : 750.00</b>    |
| 203417               | 11/7/2016 | 889056 CALLEROS, MARIA            | REIMB.               |       | REIMB OF CAPES PURCHASED FOR SI<br>017-420-1395-4300  | 79.57                              | <b>Total : 79.57</b>     |
| 203418               | 11/7/2016 | 891860 CARL WARREN & COMPANY      | 10176-10183          |       | REIMB.OF ITF ACCT (LIABILITY CLAIMS<br>006-1037   | 12,131.85                          | <b>Total : 12,131.85</b> |
| 203419               | 11/7/2016 | 890117 CASMANN                    | 16820                |       | REBUILD FRONT SEAT-PW0597<br>041-320-0311-4400  | 250.00                             | <b>Total : 250.00</b>    |
| 203420               | 11/7/2016 | 100476 CCP INDUSTRIES INC.        | IN01778258           |       | WIPES FOR SAMPLE BOTTLES<br>070-384-0000-4300   | 504.03                             | <b>Total : 504.03</b>    |
| 203421               | 11/7/2016 | 892076 CEJ ENGINEERS, INC         | 142.01.16-04         | 11386 | ANNUAL STREET RESURFACING PROJ<br>012-311-0560-4600   | 6,120.00                           | <b>Total : 6,120.00</b>  |
| 203422               | 11/7/2016 | 103816 CHAVEZ, ELENA              | REIMB.<br><br>REIMB. |       | REIMB OF REGSTR FEE-CITY CLERK &<br>001-115-0000-4360<br>001-115-0000-4370<br>MILEAGE REIMB-DEPT HEAD RETREA1<br>001-105-0000-4270<br>001-115-0000-4390 | 300.00<br>24.00<br>159.62<br>89.75 |                          |
|                      |           |                                   |                      |       |   |                                    | Page: 5                  |

| vchlist              |           | Voucher List                          |   |       |   | Page:                               | 6                         |
|----------------------|-----------|---------------------------------------|---|-------|---|-------------------------------------|---------------------------|
| 11/02/2016 5:24:06PM |           | CITY OF SAN FERNANDO                  |   |       |   |                                     |                           |
| Bank code : bank3    |           |                                       |   |       |   |                                     |                           |
| Voucher              | Date      | Vendor                                | Invoice                                   | PO #  | Description/Account   | Amount                              |                           |
| 203422               | 11/7/2016 | 103816 103816 CHAVEZ, ELENA           | (Continued)                               |       |   |                                     | <b>Total : 573.37</b>     |
| 203423               | 11/7/2016 | 101957 CITY OF LOS ANGELES            | 38SF170000005                             |       | FIRE SERVICES-NOV 2016<br>001-500-0000-4260   | 236,775.92                          | <b>Total : 236,775.92</b> |
| 203424               | 11/7/2016 | 103029 CITY OF SAN FERNANDO           | 17014-17056                               |       | REIMB TO WORKER'S COMP ACCT<br>006-1035   | 22,870.20                           | <b>Total : 22,870.20</b>  |
| 203425               | 11/7/2016 | 100735 COASTAL AIR                    | C2871<br>C2872<br>C2873<br>C2874<br>C2875 |       | A/C PREVENTIVE MAINT<br>043-390-0000-4260<br>A/C PREVENTIVE MAINT<br>043-390-0000-4260<br>A/C PREVENTIVE MAINT<br>043-390-0000-4260<br>A/C PREVENTIVE MAINT<br>043-390-0000-4260<br>A/C PREVENTIVE MAINT<br>043-390-0000-4260 | 360.00<br>620.00<br>98.00<br>195.00 | <b>Total : 1,838.00</b>   |
| 203426               | 11/7/2016 | 100805 COOPER HARDWARE INC.           | 101911<br>102455                          |       | REPL REFLECTORS<br>001-370-0301-4300<br>MAT'LS FOR SIDEWALK REPAIR<br>070-383-0000-4300   | 83.31<br>66.32                      | <b>Total : 149.63</b>     |
| 203427               | 11/7/2016 | 888743 COUNTY OF LOS ANGELES          | INV0323692                                |       | PR0161082-CITY YARD TRANSFER STA<br>001-311-0000-4430   | 1,351.25                            | <b>Total : 1,351.25</b>   |
| 203428               | 11/7/2016 | 100514 CSMFO                          | 60044                                     |       | 2017 MEMBERSHIP DUES - MEMBER N<br>001-130-0000-4380  | 110.00                              | <b>Total : 110.00</b>     |
| 203429               | 11/7/2016 | 101666 DE LAGE LANDEN FINANCIAL SERVS | 51773255                                  | 11456 | OCT-LEASE PAYMENT ON VARIOUS CC<br>001-135-0000-4260  | 1,051.80                            |                           |
|                      |           |                                       |   |       |   |                                     | Page: 6                   |

| vchlist     |           | Voucher List                          |             |       |                                  | Page:           | 7 |
|-------------|-----------|---------------------------------------|-------------|-------|----------------------------------|-----------------|---|
| 11/02/2016  | 5:24:06PM | CITY OF SAN FERNANDO                  |             |       |                                  |                 |   |
| Bank code : |           | bank3                                 |             |       |                                  |                 |   |
| Voucher     | Date      | Vendor                                | Invoice     | PO #  | Description/Account              | Amount          |   |
| 203429      | 11/7/2016 | 101666 DE LAGE LANDEN FINANCIAL SERVS | (Continued) |       |                                  |                 |   |
|             |           |                                       |             | 11456 | 072-360-0000-4290                | 73.35           |   |
|             |           |                                       |             | 11456 | 070-381-0000-4290                | 73.35           |   |
|             |           |                                       | 51983043    |       | NOV- LEASE PAYMENT FOR PD COPIEI |                 |   |
|             |           |                                       |             |       | 001-135-0000-4260                | 607.73          |   |
|             |           |                                       |             |       | <b>Total :</b>                   | <b>1,806.23</b> |   |
| 203430      | 11/7/2016 | 887121 DELL MARKETING L.P.            | XK1RKFJC1   |       | TWO LAPTOPS - VALVE OPS TRUCK, M |                 |   |
|             |           |                                       |             | 11408 | 070-385-0000-4500                | 431.60          |   |
|             |           |                                       | XK1W5R6K1   |       | TWO LAPTOPS - VALVE OPS TRUCK, M |                 |   |
|             |           |                                       |             | 11408 | 070-385-0000-4500                | 7,873.01        |   |
|             |           |                                       | XK1WWJ9R9   |       | WINDOWS 7 UPGRADE LICENSES       |                 |   |
|             |           |                                       |             | 11450 | 001-420-0000-4300                | 701.58          |   |
|             |           |                                       |             |       | <b>Total :</b>                   | <b>9,006.19</b> |   |
| 203431      | 11/7/2016 | 892392 DIAZ, BRENDA                   | 2000256.001 |       | YOUTH BBALL REFUND               |                 |   |
|             |           |                                       |             |       | 017-3770-1328                    | 170.00          |   |
|             |           |                                       |             |       | <b>Total :</b>                   | <b>170.00</b>   |   |
| 203432      | 11/7/2016 | 890879 EUROFINS EATON ANALYTICAL, INC | L0284613    |       | WATER ANALYSIS FOLDERS           |                 |   |
|             |           |                                       |             |       | 070-384-0000-4260                | 139.60          |   |
|             |           |                                       | L0284615    |       | WATER ANALYSIS FOLDERS           |                 |   |
|             |           |                                       |             |       | 070-384-0000-4260                | 139.60          |   |
|             |           |                                       | L0284799    |       | WATER ANALYSIS FOLDERS           |                 |   |
|             |           |                                       |             |       | 070-384-0000-4260                | 139.60          |   |
|             |           |                                       | L0285277    |       | WATER ANALYSIS FOLDERS           |                 |   |
|             |           |                                       |             |       | 070-384-0000-4260                | 139.60          |   |
|             |           |                                       | L0285915    |       | WATER ANALYSIS FOLDERS           |                 |   |
|             |           |                                       |             |       | 070-384-0000-4260                | 139.60          |   |
|             |           |                                       | L0286151    |       | WATER ANALYSIS FOLDERS           |                 |   |
|             |           |                                       |             |       | 070-384-0000-4260                | 164.00          |   |
|             |           |                                       | L0286152    |       | WATER ANALYSIS FOLDERS           |                 |   |
|             |           |                                       |             |       | 070-384-0000-4260                | 139.60          |   |
|             |           |                                       | L0286159    |       | WATER ANALYSIS FOLDERS           |                 |   |
|             |           |                                       |             |       | 070-384-0000-4260                | 139.60          |   |
|             |           |                                       | L0286160    |       | WATER ANALYSIS FOLDERS           |                 |   |
|             |           |                                       |             |       | 070-384-0000-4260                | 175.00          |   |

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| Voucher     | Date      | Vendor                                | Invoice             | PO #  | Description/Account            | Amount           |   |
| 203432      | 11/7/2016 | 890879 EUROFINS EATON ANALYTICAL, INC | (Continued)         |       |                                |                  |   |
|             |           |                                       | L0286255            |       | WATER ANALYSIS FOLDERS         |                  |   |
|             |           |                                       |                     |       | 070-384-0000-4260              | 84.00            |   |
|             |           |                                       | L0286406            |       | WATER ANALYSIS FOLDERS         |                  |   |
|             |           |                                       |                     |       | 070-384-0000-4260              | 139.60           |   |
|             |           |                                       | L0286421            |       | WATER ANALYSIS FOLDERS         |                  |   |
|             |           |                                       |                     |       | 070-384-0000-4260              | 189.60           |   |
|             |           |                                       | L0286422            |       | WATER ANALYSIS FOLDERS         |                  |   |
|             |           |                                       |                     |       | 070-384-0000-4260              | 50.00            |   |
|             |           |                                       | L0286549            |       | WATER ANALYSIS FOLDERS         |                  |   |
|             |           |                                       |                     |       | 070-384-0000-4260              | 75.00            |   |
|             |           |                                       | L0288279            |       | WATER ANALYSIS FOLDERS         |                  |   |
|             |           |                                       |                     |       | 070-384-0000-4260              | 139.60           |   |
|             |           |                                       | L0288282            |       | WATER ANALYSIS FOLDERS         |                  |   |
|             |           |                                       |                     |       | 070-384-0000-4260              | 84.00            |   |
|             |           |                                       |                     |       | <b>Total :</b>                 | <b>2,078.00</b>  |   |
| 203433      | 11/7/2016 | 890897 EVAN BROOKS ASSOCIATES, INC    | 16009-4             |       | TRANSIT ORIENTED DEVELOPMENT Q |                  |   |
|             |           |                                       |                     | 11491 | 001-150-0000-4270              | 1,200.00         |   |
|             |           |                                       | 16010-4             |       | SAFE ROUTES TO SCHOOL MASTER P |                  |   |
|             |           |                                       |                     | 11426 | 010-310-0687-4270              | 16,055.00        |   |
|             |           |                                       |                     |       | <b>Total :</b>                 | <b>17,255.00</b> |   |
| 203434      | 11/7/2016 | 889966 FLORES, MARIA                  | 490223              |       | SENIOR TRIP REFUND             |                  |   |
|             |           |                                       |                     |       | 004-2383                       | 25.00            |   |
|             |           |                                       | 490272              |       | SENIOR TRIP REFUND             |                  |   |
|             |           |                                       |                     |       | 004-2383                       | 25.00            |   |
|             |           |                                       |                     |       | <b>Total :</b>                 | <b>50.00</b>     |   |
| 203435      | 11/7/2016 | 892198 FRONTIER COMMUNICATIONS        | 209-150-5145-010598 |       | PAC 50 TO SHERRIFFS            |                  |   |
|             |           |                                       |                     |       | 001-222-0000-4220              | 563.64           |   |
|             |           |                                       | 209-150-5250-081292 |       | RADIO REPEATER                 |                  |   |
|             |           |                                       |                     |       | 001-222-0000-4220              | 46.19            |   |
|             |           |                                       | 209-151-4941-102990 |       | POLICE PAGING                  |                  |   |
|             |           |                                       |                     |       | 001-222-0000-4220              | 42.03            |   |
|             |           |                                       | 209-151-4942-041191 |       | CITY YARD AUTO DIALER          |                  |   |
|             |           |                                       |                     |       | 070-384-0000-4220              | 51.20            |   |

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| Voucher              | Date      | Vendor                         | Invoice                            | PO # | Description/Account                                     | Amount         |                 |
| 203435               | 11/7/2016 | 892198 FRONTIER COMMUNICATIONS | (Continued)<br>209-151-4943-081292 |      | RADIO REPEATER<br>001-222-0000-4220                     | 46.19          |                 |
|                      |           |                                | 818-361-0901-051499                |      | SEWER FLOW MONITORING<br>072-360-0000-4220              | 49.70          |                 |
|                      |           |                                | 818-361-2385-012309                |      | MTA & CREDIT CARD PHONE LINES<br>007-440-0441-4220      | 102.46         |                 |
|                      |           |                                |                                    |      | 001-190-0000-4220                                       | 51.23          |                 |
|                      |           |                                | 818-361-2472-031415                |      | PW PHONE LINE<br>070-384-0000-4220                      | 191.80         |                 |
|                      |           |                                | 818-361-3958-091407                |      | CNG STATION<br>041-320-3661-4220                        | 46.99          |                 |
|                      |           |                                | 818-361-7825-120512                |      | HERITAGE PARK IRRIG SYSTEM<br>001-420-0000-4220         | 51.23          |                 |
|                      |           |                                | 818-365-5097-120298                |      | POLICE NARCOTICS VAULT<br>001-222-0000-4220             | 23.44          |                 |
|                      |           |                                | 818-831-5002-052096                |      | POLICE DEPT SPECIAL PROBLEMS<br>001-222-0000-4220       | 48.23          |                 |
|                      |           |                                | 818-837-2296-031315                |      | VARIOUS CITY HALL PHONE LINES<br>001-190-0000-4220      | 304.03         |                 |
|                      |           |                                | 818-837-7174-052096                |      | POLICE DEPT SPECIAL PROBLEMS<br>001-222-0000-4220       | 28.45          |                 |
|                      |           |                                | 818-838-1841-112596                |      | ENGINEERING FAX MODEM<br>001-310-0000-4220              | 24.18          |                 |
|                      |           |                                | 818-898-7385-033105                |      | LP FAX NUMBER<br>001-420-0000-4220                      | 27.73          |                 |
|                      |           |                                |                                    |      |   | <b>Total :</b> | <b>1,698.72</b> |
| 203436               | 11/7/2016 | 892394 GARCIA, AMADO           | 490247                             |      | SENIOR TRIP REFUND<br>004-2383                          | 60.00          |                 |
|                      |           |                                |                                    |      |   | <b>Total :</b> | <b>60.00</b>    |
| 203437               | 11/7/2016 | 891745 GIBSON, PHILLIP D       | 278179                             |      | FIRST AID, CPR & AED TRAINING CLAS<br>001-225-0000-4360 | 1,350.00       |                 |
|                      |           |                                |                                    |      |   | <b>Total :</b> | <b>1,350.00</b> |
| 203438               | 11/7/2016 | 889532 GILMORE, REVA.A.        | 10/01/16-10/14/16                  |      | ENP FOOD SERVICE PROVIDER - MEA                         |                |                 |

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| Voucher              | Date      | Vendor                            | Invoice           | PO #  | Description/Account                                   | Amount         |                  |
| 203438               | 11/7/2016 | 889532 GILMORE, REVA.A.           | (Continued)       |       | 115-422-3750-4270                                     | 455.00         |                  |
|                      |           |                                   |                   | 11495 | 115-422-3752-4270                                     | 117.00         |                  |
|                      |           |                                   |                   |       |   | <b>Total :</b> | <b>572.00</b>    |
| 203439               | 11/7/2016 | 892249 GIS PLANNING, INC.         | 10722             |       | GIS SOFTWARE SERVICE<br>001-190-0000-4267             | 4,050.00       |                  |
|                      |           |                                   |                   |       |   | <b>Total :</b> | <b>4,050.00</b>  |
| 203440               | 11/7/2016 | 101344 GOLDEN BELL PRODUCTS, INC. | 15701             |       | SEWER MANHOLE COCKROACH SPRA<br>072-360-0000-4260     | 15,366.00      |                  |
|                      |           |                                   |                   |       |   | <b>Total :</b> | <b>15,366.00</b> |
| 203441               | 11/7/2016 | 891664 GOLDEN TOUCH CLEANING, INC | 63198             |       | JANITORIAL SERVICES CONTRACT FY<br>043-390-0000-4260  | 13,345.50      |                  |
|                      |           |                                   |                   |       |   | <b>Total :</b> | <b>13,345.50</b> |
| 203442               | 11/7/2016 | 889352 GOMEZ, ADRIANA             | OCT 2016          |       | COMMISSOINER'S STIPEND<br>001-420-0000-4111           | 50.00          |                  |
|                      |           |                                   |                   |       |   | <b>Total :</b> | <b>50.00</b>     |
| 203443               | 11/7/2016 | 889535 GOMEZ, GILBERT             | 10/01/16-10/14/16 |       | ENP CONTRACTED FOOD SERVICE PF<br>115-422-3752-4270   | 189.00         |                  |
|                      |           |                                   |                   | 11492 | 115-422-3752-4390                                     | 45.90          |                  |
|                      |           |                                   |                   | 11492 | 115-422-3752-4390                                     | -3.80          |                  |
|                      |           |                                   |                   |       |   | <b>Total :</b> | <b>231.10</b>    |
| 203444               | 11/7/2016 | 890982 GONZALES, ROBERT C.        | TRAVEL            |       | PER DIEM-ICA WINTER SEMINAR ON<br>001-101-0111-4370   | 10.00          |                  |
|                      |           |                                   |                   |       |   | <b>Total :</b> | <b>10.00</b>     |
| 203445               | 11/7/2016 | 101376 GRAINGER, INC.             | 9238414685        |       | LIGHTING REPAIRS @ LOPEZ HOUSE<br>043-390-0000-4300   | 221.73         |                  |
|                      |           |                                   | 9241814962        |       | REPL FLUORESCENT LAMPS FOR CITY<br>043-390-0000-4300  | 97.23          |                  |
|                      |           |                                   | 9253143102        |       | REPAIRS TO PD EMERGENCY EXIT SIC<br>043-390-0000-4300 | 144.10         |                  |

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| Voucher           | Date      | Vendor                                | Invoice     | PO #  | Description/Account              | Amount  |          |
| 203445            | 11/7/2016 | 101376 101376 GRAINGER, INC.          | (Continued) |       |                                  | Total : | 463.06   |
| 203446            | 11/7/2016 | 101428 H & H WHOLESALE PARTS          | 1IN0121346  |       | SOLENOID                         |         |          |
|                   |           |                                       | 1IN0121629  |       | 041-1215                         |         | 151.29   |
|                   |           |                                       | 1IN0121670  |       | SOLID STATE RELAY-PD0019         |         | 151.29   |
|                   |           |                                       | 1INV0121573 |       | 041-320-0225-4400                |         | 28.32    |
|                   |           |                                       |             |       | VEHICLE LENSES                   |         | 18.88    |
|                   |           |                                       |             |       | 041-1215                         |         | 349.78   |
|                   |           |                                       |             |       | LENS COVER-PW4609                |         |          |
|                   |           |                                       |             |       | 041-320-0311-4400                |         |          |
| 203447            | 11/7/2016 | 101458 HARRINGTON INDUSTRIAL PLASTICS | 00580886    |       | PARTS RETURNED                   |         | -31.44   |
|                   |           |                                       | 00580983    |       | 070-384-0000-4310                |         | 463.16   |
|                   |           |                                       | 005A9767    |       | VALVE REPLACEMENT                |         | 40.74    |
|                   |           |                                       | 005B1008    |       | 070-384-0000-4310                |         | 4.25     |
|                   |           |                                       | 005B1044    |       | PLUMBING PARTS                   |         | -9.30    |
|                   |           |                                       |             |       | 070-384-0000-4310                |         | 467.41   |
| 203448            | 11/7/2016 | 892397 HAWKINS, DAVID JAMES           | 005         |       | PHOTOGRAPHY SERVICES-5K RUN      |         | 250.00   |
|                   |           |                                       |             |       | 017-420-1395-4260                |         | 250.00   |
| 203449            | 11/7/2016 | 888646 HD SUPPLY WATER WORKS, LTD     | G103152     | 11475 | EYEWASH SERVICE INSTALL FOR NITF |         | 676.87   |
|                   |           |                                       | G115516     | 11475 | 070-385-0857-4600                |         | 1,931.48 |
|                   |           |                                       | G130990     | 11475 | EYEWASH SERVICE INSTALL FOR NITF |         | 53.70    |
|                   |           |                                       | G227187     | 11442 | 070-385-0857-4600                |         | 447.53   |
|                   |           |                                       | G281199     |       | INVENTORY SUPPLY PURCHASES       |         |          |
|                   |           |                                       |             |       | 070-383-0301-4300                |         |          |
|                   |           |                                       |             |       | MARKING PAINT                    |         |          |
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| 203449            | 11/7/2016 | 888646 HD SUPPLY WATER WORKS, LTD     | (Continued) |       |                                   | Total : | 267.88    |
|                   |           |                                       |             |       | 070-383-0301-4300                 |         | 3,377.46  |
| 203450            | 11/7/2016 | 888647 HDL SOFTWARE, LLC              | 0010484-IN  | 11436 | BUSINESS LICENSE ADMIN SERVICES   |         | 17,095.82 |
|                   |           |                                       |             |       | 001-130-0000-4260                 |         | 17,095.82 |
| 203451            | 11/7/2016 | 101512 HDL, COREN & CONE              | 0023236-IN  |       | AUDIT SERVICES-2015/16 SECURED PI |         | 58.56     |
|                   |           |                                       |             |       | 001-130-0000-4260                 |         | 58.56     |
| 203452            | 11/7/2016 | 890594 HEALTH AND HUMAN RESOURCE      | 151039      |       | EAP-NOV 2016                      |         | 235.30    |
|                   |           |                                       |             |       | 001-106-0000-4260                 |         | 235.30    |
| 203453            | 11/7/2016 | 890360 HERRERA, NINAMARIE JULIA       | OCT 2016    |       | COMMISSOINER'S STIPEND            |         | 50.00     |
|                   |           |                                       |             |       | 001-420-0000-4111                 |         | 50.00     |
| 203454            | 11/7/2016 | 101554 HURRICANE FENCE COMPANY        | 160710      |       | FENCE REPAIR-13655 FOOTHILL (VAN) |         | 185.00    |
|                   |           |                                       |             |       | 070-384-0000-4330                 |         | 185.00    |
| 203455            | 11/7/2016 | 101605 INDEPENDENT CITIES ASSOCIATION | TRAVEL      |       | REGSTR-ICA WINTER SEMINAR ON      |         | 450.00    |
|                   |           |                                       |             |       | 001-105-0000-4370                 |         | 450.00    |
| 203456            | 11/7/2016 | 101605 INDEPENDENT CITIES ASSOCIATION | TRAVEL      |       | REGSTR-ICA WINTER SEMINAR ON 1/2  |         | 450.00    |
|                   |           |                                       |             |       | 001-101-0109-4370                 |         | 450.00    |
| 203457            | 11/7/2016 | 101605 INDEPENDENT CITIES ASSOCIATION | TRAVEL      |       | REGSTR-ICA WINTER SEMINAR ON 1/2  |         | 450.00    |
|                   |           |                                       |             |       | 001-101-0111-4370                 |         | 450.00    |
| 203458            | 11/7/2016 | 101647 INTERSTATE BATTERY             | 30069535    |       | BATTERIES FOR FLEET               |         | 394.04    |
|                   |           |                                       |             |       | 041-1215                          |         |           |
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| 203458               | 11/7/2016 | 101647 101647 INTERSTATE BATTERY | (Continued) |      |                           |                         | <b>Total : 394.04</b> |
| 203459               | 11/7/2016 | 891777 IRRIGATION EXPRESS        | 15065648-00 |      | IRRIGATION MATL'S         | 56.40                   |                       |
|                      |           |                                  | 15065774-00 |      | 043-390-0000-4300         | 113.14                  |                       |
|                      |           |                                  | 15065860-00 |      | IRRIGATION MATL'S         | 118.51                  |                       |
|                      |           |                                  | 15066011-00 |      | 043-390-0000-4300         | 33.24                   |                       |
|                      |           |                                  | 15066316-00 |      | IRRIGATION MATL'S         | 334.62                  |                       |
|                      |           |                                  | 15066432-00 |      | 043-390-0000-4300         | 93.65                   |                       |
|                      |           |                                  | 15067150-00 |      | IRRIGATION MATL'S         | 13.73                   |                       |
|                      |           |                                  |             |      | 043-390-0000-4300         | <b>Total : 763.29</b>   |                       |
| 203460               | 11/7/2016 | 887952 J. Z. LAWNMOWER SHOP      | 16965       |      | BLADES                    | 6.00                    |                       |
|                      |           |                                  | 16968       |      | 043-390-0000-4300         | 40.62                   |                       |
|                      |           |                                  | 16969       |      | MATL'S FOR EQUIP MAINT    | 64.00                   |                       |
|                      |           |                                  |             |      | 043-390-0000-4300         | <b>Total : 110.62</b>   |                       |
| 203461               | 11/7/2016 | 890823 JIMENEZ, PATRICIA         | 33-1305-01  |      | WATER ACCT REFUND         | 3,500.00                |                       |
|                      |           |                                  |             |      | 070-2010                  | <b>Total : 3,500.00</b> |                       |
| 203462               | 11/7/2016 | 101768 KIMBALL-MIDWEST           | 5179399     |      | INVENTORY SUPPLIES        | 477.23                  |                       |
|                      |           |                                  | 5179436     |      | 041-1215                  | 236.16                  |                       |
|                      |           |                                  |             |      | SMALL TOOLS               | <b>Total : 713.39</b>   |                       |
| 203463               | 11/7/2016 | 892137 KING'S BRAKE & SUSPENSION | 7135        |      | FIX REAR TIRE TUBE-PW0873 |                         |                       |
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| 203463               | 11/7/2016 | 892137 KING'S BRAKE & SUSPENSION  | (Continued) |       |                               | 72.37                    |          |
|                      |           |                                   | 7143        |       | 041-320-0311-4400             | 168.36                   |          |
|                      |           |                                   |             |       | TUNE-UP - PW0873              | <b>Total : 240.73</b>    |          |
| 203464               | 11/7/2016 | 891738 KNIGHT COMMUNICATIONS INC  | 2010736     | 11399 | IT MANAGEMENT-NOV 2016        | 10,000.00                |          |
|                      |           |                                   |             |       | 001-135-0000-4270             | <b>Total : 10,000.00</b> |          |
| 203465               | 11/7/2016 | 101990 L.A. COUNTY METROPOLITAN   | 800065329   |       | TAP CARDS-SEPT 2016           | 1,224.00                 |          |
|                      |           |                                   |             |       | 007-440-0441-4260             | <b>Total : 1,224.00</b>  |          |
| 203466               | 11/7/2016 | 102007 L.A. COUNTY SHERIFFS DEPT. | 170942SS    |       | INMATE MEAL PROGRAM-SEPT 2016 | 1,184.08                 |          |
|                      |           |                                   |             |       | 001-225-0000-4350             | <b>Total : 1,184.08</b>  |          |
| 203467               | 11/7/2016 | 101971 L.A. MUNICIPAL SERVICES    | 4947501000  |       | WATER-12900 DRONFIELD         | 73.80                    |          |
|                      |           |                                   | 5007501000  |       | 070-384-0000-4210             | 179.87                   |          |
|                      |           |                                   | 5947501000  |       | ELECTRIC-13655 FOOTHILL       | 5,868.66                 |          |
|                      |           |                                   | 6577501000  |       | 070-384-0000-4210             | 13,111.17                |          |
|                      |           |                                   | 6947501000  |       | ELECTRIC-14060 SAYRE          | 4.62                     |          |
|                      |           |                                   | 7577501000  |       | 070-384-0000-4210             | 117.00                   |          |
|                      |           |                                   | 9937501000  |       | WATER-13180 DRONFIELD         | 602.51                   |          |
|                      |           |                                   |             |       | 070-384-0000-4210             | <b>Total : 19,957.63</b> |          |
| 203468               | 11/7/2016 | 891343 LA NEWS GROUP CIRCULATION  | 900233735   |       | 52 WEEK SUBSCRIPTION          | 62.25                    |          |
|                      |           |                                   |             |       | 001-225-0000-4350             | <b>Total : 62.25</b>     |          |
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| Bank code : bank3    |           |                                    |           |       |  |                 |          |
| Voucher              | Date      | Vendor                             | Invoice   | PO #  | Description/Account                                    | Amount          |          |
| 203469               | 11/7/2016 | 101848 LANGUAGE LINE SERVICES      | 3910748   |       | TRANSLATION SERVICES<br>001-222-0000-4260              | 49.69           |          |
|                      |           |                                    |           |       | <b>Total :</b>   | <b>49.69</b>    |          |
| 203470               | 11/7/2016 | 889118 LDI COLOR TOOLBOX           | 1047880   |       | COPIES & MAINT CONTRACT<br>001-135-0000-4260           | 273.58          |          |
|                      |           |                                    |           |       | <b>Total :</b>   | <b>273.58</b>   |          |
| 203471               | 11/7/2016 | 101879 LEAGUE OF CALIFORNIA CITIES | 3368      |       | DIVISION MEETING LUNCHEON-10/05/1<br>001-101-0103-4370 | 25.00           |          |
|                      |           |                                    |           |       | <b>Total :</b>   | <b>25.00</b>    |          |
| 203472               | 11/7/2016 | 101920 LIEBERT CASSIDY WHITMORE    | 1428561   |       | LEGAL SERVICES<br>001-112-0000-4270                    | 84.00           |          |
|                      |           |                                    | 1428562   |       | LEGAL SERVICES<br>001-112-0000-4270                    | 6,328.00        |          |
|                      |           |                                    |           |       | <b>Total :</b>   | <b>6,412.00</b> |          |
| 203473               | 11/7/2016 | 101920 LIEBERT CASSIDY WHITMORE    | 091015    |       | ERC WORKSHOP<br>001-420-0000-4360                      | 140.00          |          |
|                      |           |                                    |           |       | 001-222-0000-4360                                      | 70.00           |          |
|                      |           |                                    |           |       | 001-102-0000-4370                                      | 35.00           |          |
|                      |           |                                    |           |       | 043-390-0000-4360                                      | 35.00           |          |
|                      |           |                                    |           |       | 041-320-0000-4360                                      | 35.00           |          |
|                      |           |                                    |           |       | 001-310-0000-4360                                      | 70.00           |          |
|                      |           |                                    |           |       | <b>Total :</b>   | <b>385.00</b>   |          |
| 203474               | 11/7/2016 | 889421 LOPEZ, ANTONIO G            | TRAVEL    |       | PER DIEM-ICA WINTER SEMINAR ON<br>001-101-0109-4370    | 10.00           |          |
|                      |           |                                    |           |       | <b>Total :</b>   | <b>10.00</b>    |          |
| 203475               | 11/7/2016 | 892395 LOPEZ, MARY                 | 490263    |       | SENIOR TRIP REFUND<br>004-2383                         | 50.00           |          |
|                      |           |                                    |           |       | <b>Total :</b>   | <b>50.00</b>    |          |
| 203476               | 11/7/2016 | 101974 LOS ANGELES COUNTY          | SEPT 2016 | 11468 | SEPT ANIMAL CARE & CONTROL SERV<br>001-190-0000-4260   | 6,204.26        |          |
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| Bank code : bank3    |           |                                    |                   |       |   |                 |                         |
| Voucher              | Date      | Vendor                             | Invoice           | PO #  | Description/Account                                   | Amount          |                         |
| 203476               | 11/7/2016 | 101974 101974 LOS ANGELES COUNTY   | (Continued)       |       |   |                 | <b>Total : 6,204.26</b> |
| 203477               | 11/7/2016 | 102003 LOS ANGELES COUNTY          | RE-PW-16091202202 | 11477 | CATCH BASINS RETROFIT PROJECT-A<br>070-384-0842-4260  | 70.03           |                         |
|                      |           |                                    | RE-PW-16101203214 | 11471 | INDUSTRIAL WASTE CHARGES-SEPT<br>072-360-0000-4450    | 3,513.34        |                         |
|                      |           |                                    | RE-PW-16101203270 | 11477 | CATCH BASINS RETROFIT PROJECT<br>070-384-0842-4260    | 205.92          |                         |
|                      |           |                                    |                   |       | <b>Total :</b>  | <b>3,789.29</b> |                         |
| 203478               | 11/7/2016 | 102012 LOS ANGELES COUNTY          | 8920-851-365      |       | 2016-2017 PROPERTY TAXES-WATER C<br>070-381-0000-4450 | 1,705.16        |                         |
|                      |           |                                    |                   |       | <b>Total :</b>  | <b>1,705.16</b> |                         |
| 203479               | 11/7/2016 | 100886 LOS ANGELES DAILY NEWS      | 0010847602        |       | LEGAL PUBLICATION OF CUP BREWEF<br>001-2205           | 648.85          |                         |
|                      |           |                                    |                   |       | <b>Total :</b>  | <b>648.85</b>   |                         |
| 203480               | 11/7/2016 | 888468 MAJOR METROPOLITAN SECURITY | 1079424           |       | ALARM MONITORING-NOV 2016<br>043-390-0000-4260        | 15.00           |                         |
|                      |           |                                    | 1079425           |       | ALARM MONITORING-NOV 2016<br>043-390-0000-4260        | 15.00           |                         |
|                      |           |                                    | 1079426           |       | ALARM MONITORING-NOV 2016<br>043-390-0000-4260        | 15.00           |                         |
|                      |           |                                    | 1079427           |       | ALARM MONITORING-NOV 2016<br>043-390-0000-4260        | 15.00           |                         |
|                      |           |                                    | 1079428           |       | ALARM MONITORING-NOV 2016<br>043-390-0000-4260        | 15.00           |                         |
|                      |           |                                    | 1079429           |       | ALARM MONITORING-NOV 2016<br>043-390-0000-4260        | 15.00           |                         |
|                      |           |                                    | 1079430           |       | ALARM MONITORING-NOV 2016<br>043-390-0000-4260        | 15.00           |                         |
|                      |           |                                    | 1079431           |       | ALARM MONITORING-NOV 2016<br>043-390-0000-4260        | 15.00           |                         |
|                      |           |                                    | 1079432           |       | ALARM MONITORING-NOV 2016<br>043-390-0000-4260        | 15.00           |                         |
|                      |           |                                    | 1079433           |       | ALARM MONITORING-NOV 2016<br>043-390-0000-4260        | 15.00           |                         |
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| Voucher              | Date      | Vendor                             | Invoice           | PO #  | Description/Account                                 | Amount          |          |
| 203480               | 11/7/2016 | 888468 MAJOR METROPOLITAN SECURITY | (Continued)       |       |   |                 |          |
|                      |           |                                    | 1079434           |       | 043-390-0000-4260<br>ALARM MONITORING-NOV 2016      | 15.00           |          |
|                      |           |                                    | 1079435           |       | 043-390-0000-4260<br>ALARM MONITORING-NOV 2016      | 15.00           |          |
|                      |           |                                    | 1079436           |       | 070-384-0000-4260<br>ALARM MONITORING-NOV 2016      | 23.00           |          |
|                      |           |                                    | 1079437           |       | 070-384-0000-4260<br>ALARM MONITORING-NOV 2016      | 23.00           |          |
|                      |           |                                    | 1079438           |       | 070-384-0000-4260<br>ALARM MONITORING-NOV 2016      | 23.00           |          |
|                      |           |                                    | 2189              |       | 070-384-0000-4260<br>MOTION SENSOR ADDED TO SECURIT | 23.00           |          |
|                      |           |                                    |                   |       | 043-390-0000-4330                                   | 360.00          |          |
|                      |           |                                    |                   |       | <b>Total :</b>                                      | <b>617.00</b>   |          |
| 203481               | 11/7/2016 | 102106 MARTIN & CHAPMAN CO.        | 2016489           |       | M&C ANNUAL SEMINAR & ELECTION H                     |                 |          |
|                      |           |                                    |                   |       | 001-116-0000-4260                                   | 432.85          |          |
|                      |           |                                    |                   |       | <b>Total :</b>                                      | <b>432.85</b>   |          |
| 203482               | 11/7/2016 | 889533 MARTINEZ, ANITA             | 10/01/16-10/14/16 | 11483 | ENP CONTRACT FOOD SERVICE PROV                      |                 |          |
|                      |           |                                    |                   |       | 115-422-3750-4270                                   | 210.00          |          |
|                      |           |                                    |                   |       | <b>Total :</b>                                      | <b>210.00</b>   |          |
| 203483               | 11/7/2016 | 888242 MCI COMM SERVICE            | 7DK54968          |       | MTA PHONE LINE                                      |                 |          |
|                      |           |                                    | 7DL39365          |       | 007-440-0441-4220<br>ALARM LINE-1100 PICO           | 33.49           |          |
|                      |           |                                    |                   |       | 001-420-0000-4220                                   | 32.91           |          |
|                      |           |                                    |                   |       | <b>Total :</b>                                      | <b>66.40</b>    |          |
| 203484               | 11/7/2016 | 891054 MEJIA, YVONNE G             | OCT 2016          |       | COMMISSOINER'S STIPEND                              |                 |          |
|                      |           |                                    |                   |       | 001-115-0000-4111                                   | 50.00           |          |
|                      |           |                                    |                   |       | <b>Total :</b>                                      | <b>50.00</b>    |          |
| 203485               | 11/7/2016 | 891630 MGT OF AMERICA, INC.        | 28933             | 11480 | CONSULTING SERVICE SB90 STATE RE                    |                 |          |
|                      |           |                                    |                   |       | 001-130-0000-4270                                   | 1,375.00        |          |
|                      |           |                                    |                   |       | <b>Total :</b>                                      | <b>1,375.00</b> |          |
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| Voucher              | Date      | Vendor                                | Invoice          | PO #  | Description/Account               | Amount          |          |
| 203486               | 11/7/2016 | 892140 MICHAEL BAKER                  | 956190           | 11323 | FULL SERVICE ADMINISTRATION AND I |                 |          |
|                      |           |                                       |                  |       | 026-311-0138-4270                 | 2,752.50        |          |
|                      |           |                                       |                  |       | <b>Total :</b>                    | <b>2,752.50</b> |          |
| 203487               | 11/7/2016 | 891329 MIKE'S TIRE MAN INC            | 69164            |       | TIRES FOR FLEET                   |                 |          |
|                      |           |                                       | 69165            |       | 041-1215                          | 592.61          |          |
|                      |           |                                       |                  |       | TIRES FOR FLEET                   |                 |          |
|                      |           |                                       |                  |       | 041-1215                          | 265.00          |          |
|                      |           |                                       |                  |       | <b>Total :</b>                    | <b>857.61</b>   |          |
| 203488               | 11/7/2016 | 102222 MISSION CITY GLASS & SCREEN    | 11641            |       | PD HALLWAY BACK DOOR GLASS REP    |                 |          |
|                      |           |                                       |                  |       | 043-390-0000-4330                 | 125.00          |          |
|                      |           |                                       |                  |       | <b>Total :</b>                    | <b>125.00</b>   |          |
| 203489               | 11/7/2016 | 102226 MISSION LINEN & UNIFORM        | 503456850        |       | LAUNDRY                           |                 |          |
|                      |           |                                       | 503492256        |       | 001-225-0000-4350<br>LAUNDRY      | 85.02           |          |
|                      |           |                                       | 503512331        |       | 001-225-0000-4350<br>LAUNDRY      | 70.15           |          |
|                      |           |                                       | 503540823        |       | 001-225-0000-4350<br>LAUNDRY      | 85.02           |          |
|                      |           |                                       | 503559845        |       | 001-225-0000-4350<br>LAUNDRY      | 104.52          |          |
|                      |           |                                       | 503587558        |       | 001-225-0000-4350<br>LAUNDRY      | 96.63           |          |
|                      |           |                                       |                  |       | 001-225-0000-4350                 | 103.53          |          |
|                      |           |                                       |                  |       | <b>Total :</b>                    | <b>544.87</b>   |          |
| 203490               | 11/7/2016 | 888264 MISSION VALLEY SANITATION      | 148751           |       | PORTABLE TOILET RENTAL-12900 DRC  |                 |          |
|                      |           |                                       |                  |       | 070-384-0000-4260                 | 136.96          |          |
|                      |           |                                       |                  |       | <b>Total :</b>                    | <b>136.96</b>   |          |
| 203491               | 11/7/2016 | 892353 MOORE IACOFANO, GOLTSMAN, INC. | 0045928          | 11472 | CONTRACT PLANNER SERVICES         |                 |          |
|                      |           |                                       |                  |       | 001-150-0000-4270                 | 5,320.00        |          |
|                      |           |                                       |                  |       | <b>Total :</b>                    | <b>5,320.00</b> |          |
| 203492               | 11/7/2016 | 889611 MORRISON MANAGEMENT SPECIALIST | 1884520169300124 |       | LP SENIOR MEALS - SEPT 2016       |                 |          |
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| Voucher           | Date      | Vendor                                | Invoice                             | PO # | Description/Account  | Amount  |    |
| 203492            | 11/7/2016 | 899611 MORRISON MANAGEMENT SPECIALIST | (Continued)                         |      | 115-422-3750-4260<br>115-422-3752-4260   | 4,441.50<br>2,407.50<br><b>Total : 6,849.00</b>           |    |
| 203493            | 11/7/2016 | 891542 MR "B" PRINTING INC.           | 36297<br>36370<br>36410             |      | FALL BROCHURES & FLYERS<br>001-420-0000-4300<br>5K WATER BOTTLES<br>017-420-1395-4300<br>FLYERS-"DIA DE LOS MUERTOS"<br>001-424-0000-4430                            | 1,504.20<br>1,164.12<br>272.50<br><b>Total : 2,940.82</b> |    |
| 203494            | 11/7/2016 | 890543 MUNISERVICES, LLC              | 0000043502                          |      | CAFR REPORT<br>001-130-0000-4270   | 975.00<br><b>Total : 975.00</b>                           |    |
| 203495            | 11/7/2016 | 892393 MURILLO, ALISHA                | 2000255.001                         |      | FACILITY RENTAL REFUND<br>001-3777-0000  | 82.00<br><b>Total : 82.00</b>                             |    |
| 203496            | 11/7/2016 | 102303 NACHO'S ORNAMENTAL SUPPLY      | INV109632<br>INV109766<br>INV110025 |      | WINDSCREEN FOR PIONEER PARK RE<br>043-390-0000-4300<br>WINDSCREEN FOR REC PARK RESTRO<br>043-390-0000-4300<br>MATL'S TO REP BBQ & SNACK BAR @ I<br>043-390-0000-4300 | 106.20<br>102.52<br>86.72<br><b>Total : 295.44</b>        |    |
| 203497            | 11/7/2016 | 102325 NAPA AUTO PARTS                | 912208<br>912614                    |      | AIR FILTER-PW5213<br>041-320-0311-4400<br>FITTINGS-PD4956<br>041-320-0224-4400   | 37.49<br>2.11<br><b>Total : 39.60</b>                     |    |
| 203498            | 11/7/2016 | 890995 NAVARRO, SAYDITH               | OCT 2016                            |      | COMMISSOINER'S STIPEND<br>001-420-0000-4111  | 50.00   |    |
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| Voucher           | Date      | Vendor                         | Invoice   | PO # | Description/Account   | Amount   |    |
| 203498            | 11/7/2016 | 890995 890995 NAVARRO, SAYDITH | (Continued)   |      |   | <b>Total : 50.00</b>   |    |
| 203499            | 11/7/2016 | 102432 OFFICE DEPOT            | 1993212288<br>866943832001<br>867606444001<br>868282265001<br>868282798001<br>868480507001<br>868625382001<br>869477658001<br>869477693001<br>8697774606001<br>870116750001<br>870913808001<br>870992297001<br>871342444001<br>871342526001<br>871959425001<br>872893675001 |      | OFFICE SUPPLIES<br>001-222-0000-4300<br>OFFICE SUPPLIES<br>041-320-0000-4300<br>OFFICE SUPPLIES<br>043-390-0000-4300<br>OFFICE SUPPLIES<br>001-116-0000-4300<br>OFFICE SUPPLIES<br>001-116-0000-4300<br>OFFICE SUPPLIES<br>070-384-0000-4300<br>OFFICE SUPPLIES<br>001-420-0000-4300<br>OFFICE SUPPLIES<br>001-222-0000-4300<br>OFFICE SUPPLIES<br>001-222-0000-4300<br>OFFICE SUPPLIES<br>001-130-0000-4300<br>OFFICE SUPPLIES<br>001-105-0000-4300<br>001-106-0000-4300<br>OFFICE SUPPLIES<br>001-150-0000-4300<br>OFFICE SUPPLIES<br>001-370-0301-4300<br>OFFICE SUPPLIES<br>001-222-0000-4300<br>OFFICE SUPPLIES<br>001-222-0000-4300<br>OFFICE SUPPLIES<br>001-222-0000-4300<br>OFFICE SUPPLIES<br>001-150-0000-4300 | 34.17<br>101.73<br>188.22<br>132.76<br>58.56<br>56.70<br>160.89<br>260.49<br>34.44<br>198.13<br>37.53<br>40.83<br>62.71<br>58.66<br>323.79<br>34.99<br>163.33<br>77.24 |    |
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| Bank code : bank3 |           |                                       |                             |      |  |                 |       |    |
| Voucher           | Date      | Vendor                                | Invoice                     | PO # | Description/Account                              | Amount          |       |    |
| 203499            | 11/7/2016 | 102432 OFFICE DEPOT                   | (Continued)<br>872975054001 |      | OFFICE SUPPLIES<br>001-106-0000-4300             | 49.71           |       |    |
|                   |           |                                       | 872975520001                |      | OFFICE SUPPLIES<br>001-106-0000-4300             | 9.63            |       |    |
|                   |           |                                       | 873292805001                |      | OFFICE SUPPLIES<br>001-310-0000-4300             | 26.49           |       |    |
|                   |           |                                       | 873293176001                |      | OFFICE SUPPLIES<br>001-310-0000-4300             | 125.32          |       |    |
|                   |           |                                       | 873293178001                |      | OFFICE SUPPLIES<br>001-310-0000-4300             | 11.49           |       |    |
|                   |           |                                       | 873356909001                |      | OFFICE SUPPLIES<br>001-130-0000-4300             | 57.03           |       |    |
|                   |           |                                       | 873357602001                |      | OFFICE SUPPLIES<br>001-130-0000-4300             | 13.24           |       |    |
|                   |           |                                       |                             |      | <b>Total :</b>                                   | <b>2,318.08</b> |       |    |
| 203500            | 11/7/2016 | 890095 O'REILLY AUTOMOTIVE STORES INC | 4605-206661                 |      | BATTERY CABLE & TERMINAL<br>041-320-0000-4300    | 14.76           |       |    |
|                   |           |                                       | 4605-212196                 |      | SMALL TOOLS<br>041-320-0000-4340                 | 93.05           |       |    |
|                   |           |                                       | 4605-212411                 |      | SMALL TOOLS<br>041-320-0000-4340                 | 80.45           |       |    |
|                   |           |                                       | 4605-212572                 |      | STARTER-PW1657<br>027-344-0000-4400              | 159.49          |       |    |
|                   |           |                                       | 4605-213348                 |      | SMALL TOOLS<br>041-320-0000-4340                 | 27.36           |       |    |
|                   |           |                                       | 4605-213508                 |      | FILTERS & WIPER BLADES<br>041-1215               | 169.07          |       |    |
|                   |           |                                       | 4605-213793                 |      | SWEEPER TRUCK STARTER FLUID<br>001-311-0000-4300 | 8.19            |       |    |
|                   |           |                                       | 4605-214240                 |      | RELAY-PW5213<br>041-320-0311-4400                | 42.66           |       |    |
|                   |           |                                       | 4605-214254                 |      | OIL FILTER-PW5213<br>041-320-0311-4400           | 11.73           |       |    |
|                   |           |                                       | 4605-214255                 |      | BATTERY ENDS-PW5213<br>041-320-0311-4400         | 3.27            |       |    |
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| Bank code : bank3 |           |                                       |                            |      |   |                 |       |    |
| Voucher           | Date      | Vendor                                | Invoice                    | PO # | Description/Account                           | Amount          |       |    |
| 203500            | 11/7/2016 | 890095 O'REILLY AUTOMOTIVE STORES INC | (Continued)<br>4605-214362 |      | FUEL FILTER-PK8230<br>041-320-0390-4400       | 8.81            |       |    |
|                   |           |                                       | 4605-214488                |      | INTAKE MANIFOLD-PD4956<br>041-320-0000-4400   | 246.36          |       |    |
|                   |           |                                       | 4605-214507                |      | FILTERS FOR FLEET<br>041-1215                 | 234.71          |       |    |
|                   |           |                                       | 4605-214509                |      | STEERING SHAFT-PK8230<br>041-320-0000-4400    | 251.84          |       |    |
|                   |           |                                       | 4605-214512                |      | DIAGNOSTIC KIT-PW0873<br>041-320-0311-4400    | 317.54          |       |    |
|                   |           |                                       | 4605-214542                |      | GAS CAP-WA9503<br>070-383-0000-4400           | 13.40           |       |    |
|                   |           |                                       | 4605-214566                |      | SPARK PLUGS/BELT-PD4956<br>041-320-0224-4400  | 66.26           |       |    |
|                   |           |                                       | 4605-214807                |      | ALTERNATOR-PD4956<br>041-320-0224-4400        | 200.54          |       |    |
|                   |           |                                       | 4605-215244                |      | WATER PUMP-PD4958<br>041-320-0224-4400        | 41.05           |       |    |
|                   |           |                                       |                            |      | <b>Total :</b>                                | <b>1,990.54</b> |       |    |
| 203501            | 11/7/2016 | 102492 ORTIZ, LESLIE                  | 100416                     |      | DJ SERVICES FOR 5K EVENT<br>017-420-1395-4260 | 300.00          |       |    |
|                   |           |                                       |                            |      | <b>Total :</b>                                | <b>300.00</b>   |       |    |
| 203502            | 11/7/2016 | 890004 PACIFIC TELEMANAGEMENT SERVICE | 872234                     |      | PD PAY PHONE-NOV 2016<br>001-190-0000-4220    | 62.64           |       |    |
|                   |           |                                       |                            |      | <b>Total :</b>                                | <b>62.64</b>    |       |    |
| 203503            | 11/7/2016 | 102506 PANTOJA, DANITZA               | OCT 2016                   |      | COMMISSOINER'S STIPEND<br>001-115-0000-4111   | 50.00           |       |    |
|                   |           |                                       |                            |      | <b>Total :</b>                                | <b>50.00</b>    |       |    |
| 203504            | 11/7/2016 | 102568 PARKHOUSE TIRE, INC.           | 4010120082                 |      | POLYFILL NEW TIRE-PW5213<br>041-320-0311-4400 | 540.80          |       |    |
|                   |           |                                       |                            |      | <b>Total :</b>                                | <b>540.80</b>   |       |    |
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| Voucher              | Date      | Vendor                                | Invoice     | PO #  | Description/Account              | Amount           |    |
| 203505               | 11/7/2016 | 892360 PARKING COMPANY OF AMERICA     | INVM0010205 |       | TRANSIT SERVICE                  |                  |    |
|                      |           |                                       |             | 11457 | 008-313-0000-4260                | 24,030.28        |    |
|                      |           |                                       |             | 11457 | 007-313-0000-4260                | 7,665.90         |    |
|                      |           |                                       |             | 11457 | 007-440-0442-4260                | 10,626.00        |    |
|                      |           |                                       |             |       | <b>Total :</b>                   | <b>42,322.18</b> |    |
| 203506               | 11/7/2016 | 889545 PEREZ, MARIBEL                 | REIMB.      |       | REIMB-SUPPLIES PURCHASED FOR 5P  |                  |    |
|                      |           |                                       |             |       | 017-420-1395-4300                | 17.52            |    |
|                      |           |                                       |             |       | <b>Total :</b>                   | <b>17.52</b>     |    |
| 203507               | 11/7/2016 | 890927 PEREZ, SAUL                    | 490246      |       | SENIOR TRIP REFUND               |                  |    |
|                      |           |                                       | 490253      |       | 004-2383                         | 60.00            |    |
|                      |           |                                       |             |       | SENIOR TRIP REFUND               |                  |    |
|                      |           |                                       |             |       | 004-2383                         | 580.00           |    |
|                      |           |                                       |             |       | <b>Total :</b>                   | <b>640.00</b>    |    |
| 203508               | 11/7/2016 | 890994 PONCE, JOE                     | OCT 2016    |       | COMMISSOINER'S STIPEND           |                  |    |
|                      |           |                                       |             |       | 001-420-0000-4111                | 50.00            |    |
|                      |           |                                       |             |       | <b>Total :</b>                   | <b>50.00</b>     |    |
| 203509               | 11/7/2016 | 102666 PREFERRED DELIVERY SYSTEMS INC | 549-152     |       | COURIER SERVICES                 |                  |    |
|                      |           |                                       | 549-163     |       | 001-222-0000-4260                | 309.00           |    |
|                      |           |                                       |             |       | COURIER SERVICES                 |                  |    |
|                      |           |                                       |             |       | 001-222-0000-4260                | 206.00           |    |
|                      |           |                                       |             |       | <b>Total :</b>                   | <b>515.00</b>    |    |
| 203510               | 11/7/2016 | 889289 PRO ONE STAGE PRODUCTIONS INC  | 2326        |       | PURCHASE OF STAGE, AUDIO & LIGHT |                  |    |
|                      |           |                                       |             | 11481 | 001-424-0000-4430                | 1,500.00         |    |
|                      |           |                                       |             | 11481 | 004-2359                         | 2,950.00         |    |
|                      |           |                                       |             |       | <b>Total :</b>                   | <b>4,450.00</b>  |    |
| 203511               | 11/7/2016 | 890536 PRUDENTIAL OVERALL SUPPLY      | 171013268   |       | DEPT SHIRTS & CEO JACKETS        |                  |    |
|                      |           |                                       | 171013269   |       | 001-152-0000-4300                | 413.30           |    |
|                      |           |                                       |             |       | SAFETY JACKETS                   |                  |    |
|                      |           |                                       |             |       | 043-390-0000-4300                | 115.57           |    |
|                      |           |                                       |             |       | <b>Total :</b>                   | <b>528.87</b>    |    |
| 203512               | 11/7/2016 | 102738 QUINTERO ESCAMILLA, VIOLETA    | AUG 2016    |       | SENIOR MUSIC INSTRUCTOR          |                  |    |
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| Bank code : bank3    |           |                                    |                   |       |                                |               |    |
| Voucher              | Date      | Vendor                             | Invoice           | PO #  | Description/Account            | Amount        |    |
| 203512               | 11/7/2016 | 102738 QUINTERO ESCAMILLA, VIOLETA | (Continued)       |       |                                |               |    |
|                      |           |                                    | SEPT 2016         |       | 017-420-1323-4260              | 180.00        |    |
|                      |           |                                    |                   |       | SENIOR MUSIC INSTRUCTOR        |               |    |
|                      |           |                                    |                   |       | 017-420-1323-4260              | 240.00        |    |
|                      |           |                                    |                   |       | <b>Total :</b>                 | <b>420.00</b> |    |
| 203513               | 11/7/2016 | 891163 RADIO IP SOFTWARE INC       | IN9894469         |       | SERVICE CONTRACT RENEWAL FOR M |               |    |
|                      |           |                                    |                   | 11411 | 001-135-0000-4260              | 947.60        |    |
|                      |           |                                    |                   |       | <b>Total :</b>                 | <b>947.60</b> |    |
| 203514               | 11/7/2016 | 892391 RAMIREZ, JR., HECTOR        | 09/03/16-10/03/16 |       | TOTAL BODY CONDITIONING        |               |    |
|                      |           |                                    |                   |       | 017-420-1337-4260              | 45.00         |    |
|                      |           |                                    |                   |       | <b>Total :</b>                 | <b>45.00</b>  |    |
| 203515               | 11/7/2016 | 892399 REID, KARENA                | BS1302279         |       | BUILDING PERMIT REFUND         |               |    |
|                      |           |                                    |                   |       | 001-3320-0000                  | 97.00         |    |
|                      |           |                                    |                   |       | <b>Total :</b>                 | <b>97.00</b>  |    |
| 203516               | 11/7/2016 | 891881 REMENIH, MICHAEL            | OCT 2016          |       | COMMISSOINER'S STIPEND         |               |    |
|                      |           |                                    |                   |       | 001-115-0000-4111              | 50.00         |    |
|                      |           |                                    |                   |       | <b>Total :</b>                 | <b>50.00</b>  |    |
| 203517               | 11/7/2016 | 889602 RESPOND SYSTEMS             | 100265            |       | AED PADS                       |               |    |
|                      |           |                                    |                   |       | 001-222-0000-4300              | 442.41        |    |
|                      |           |                                    |                   |       | <b>Total :</b>                 | <b>442.41</b> |    |
| 203518               | 11/7/2016 | 891377 REYES, JOSE                 | 10/01/16-10/14/16 |       | ENP CONTRACT HDM DRIVER~       |               |    |
|                      |           |                                    |                   | 11484 | 115-422-3752-4270              | 210.00        |    |
|                      |           |                                    |                   | 11484 | 115-422-3752-4390              | 61.20         |    |
|                      |           |                                    |                   |       | 115-422-3752-4390              | -4.68         |    |
|                      |           |                                    |                   |       | <b>Total :</b>                 | <b>266.52</b> |    |
| 203519               | 11/7/2016 | 887296 ROBLEDO, OLIVIA             | OCT 2016          |       | COMMISSOINER'S STIPEND         |               |    |
|                      |           |                                    |                   |       | 001-115-0000-4111              | 50.00         |    |
|                      |           |                                    |                   |       | <b>Total :</b>                 | <b>50.00</b>  |    |
| 203520               | 11/7/2016 | 102929 ROYAL PAPER CORPORATION     | 4629456           |       | JANITORIAL SUPPLIES            |               |    |
|                      |           |                                    |                   |       | 043-390-0000-4300              | 597.87        |    |
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| Voucher              | Date      | Vendor                                   | Invoice     | PO # | Description/Account             | Amount          |                       |
| 203520               | 11/7/2016 | 102929 102929 ROYAL PAPER CORPORATION    | (Continued) |      |                                 |                 | <b>Total : 597.87</b> |
| 203521               | 11/7/2016 | 102930 ROYAL WHOLESALE ELECTRIC          | 8901-109959 |      | BALLASTS RETURNED               |                 |                       |
|                      |           |  | 8901-734047 |      | 027-344-0301-4300               | -226.72         |                       |
|                      |           |  |             |      | REPL DAMAGED MULTIMETER FOR EL  |                 |                       |
|                      |           |  | 8901-734625 |      | 027-344-0000-4340               | 163.49          |                       |
|                      |           |  |             |      | BALLASTS                        |                 |                       |
|                      |           |  | 8901-734800 |      | 027-344-0301-4300               | 226.72          |                       |
|                      |           |  |             |      | MACLAY BALLAST REPL             |                 |                       |
|                      |           |  | 8901-735192 |      | 027-344-0301-4300               | 261.60          |                       |
|                      |           |  |             |      | LAMP REPL                       |                 |                       |
|                      |           |  | 8901-735771 |      | 027-344-0301-4300               | 418.56          |                       |
|                      |           |  |             |      | LAMPS & BALLASTS REPL-PARK AVE  |                 |                       |
|                      |           |  |             |      | 027-344-0301-4300               | 519.93          |                       |
|                      |           |  |             |      | <b>Total :</b>                  | <b>1,363.58</b> |                       |
| 203522               | 11/7/2016 | 887165 RYAN HERCO PRODUCTS CORP          | 8514514     |      | BRINE & FRESHWATER FILTERS-WELL |                 |                       |
|                      |           |  |             |      | 070-384-0000-4300               | 261.38          |                       |
|                      |           |  |             |      | <b>Total :</b>                  | <b>261.38</b>   |                       |
| 203523               | 11/7/2016 | 892396 S.G. FINE ARTS                    | 002547      |      | FOAM BOARDS                     |                 |                       |
|                      |           |  |             |      | 001-420-0000-4300               | 171.60          |                       |
|                      |           |  |             |      | <b>Total :</b>                  | <b>171.60</b>   |                       |
| 203524               | 11/7/2016 | 891567 SAEKI, BRIAN                      | REIMB.      |      | BREAKFAST MEETING               |                 |                       |
|                      |           |  | TRAVEL      |      | 001-105-0000-4370               | 63.40           |                       |
|                      |           |  |             |      | PER DIEM-ICA WINTER SEMINAR ON  |                 |                       |
|                      |           |  |             |      | 001-105-0000-4370               | 10.00           |                       |
|                      |           |  |             |      | <b>Total :</b>                  | <b>73.40</b>    |                       |
| 203525               | 11/7/2016 | 103010 SAM'S CLUB DIRECT, #0402814188546 | 2558        |      | SUPPLIES                        |                 |                       |
|                      |           |  | 9507        |      | 001-420-0000-4300               | 87.64           |                       |
|                      |           |  |             |      | BREAK ROOM SUPPLIES             |                 |                       |
|                      |           |  |             |      | 001-222-0000-4300               | 78.55           |                       |
|                      |           |  |             |      | <b>Total :</b>                  | <b>166.19</b>   |                       |
| 203526               | 11/7/2016 | 891253 SAN FERNANDO SMOG TEST ONLY       | 5131        |      | SMOG TEST                       |                 |                       |
|                      |           |  |             |      | 041-320-0000-4450               | 50.00           |                       |
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| Voucher              | Date      | Vendor                                | Invoice           | PO # | Description/Account             | Amount          |          |
| 203526               | 11/7/2016 | 891253 SAN FERNANDO SMOG TEST ONLY    | (Continued)       |      |                                 |                 |          |
|                      |           |                                       | 5132              |      | SMOG TEST                       |                 |          |
|                      |           |                                       | 5134              |      | 041-320-0000-4450               | 50.00           |          |
|                      |           |                                       |                   |      | SMOG TEST                       |                 |          |
|                      |           |                                       | 5135              |      | 041-320-0000-4450               | 50.00           |          |
|                      |           |                                       |                   |      | SMOG TEST                       |                 |          |
|                      |           |                                       | 5136              |      | 041-320-0000-4450               | 50.00           |          |
|                      |           |                                       |                   |      | SMOG TEST                       |                 |          |
|                      |           |                                       | 5139              |      | 041-320-0000-4450               | 50.00           |          |
|                      |           |                                       |                   |      | SMOG TEST                       |                 |          |
|                      |           |                                       | 5178              |      | 041-320-0000-4450               | 50.00           |          |
|                      |           |                                       |                   |      | SMOG TEST                       |                 |          |
|                      |           |                                       |                   |      | 041-320-0000-4450               | 50.00           |          |
|                      |           |                                       |                   |      | <b>Total :</b>                  | <b>350.00</b>   |          |
| 203527               | 11/7/2016 | 103057 SAN FERNANDO VALLEY SUN        | 9707              |      | CIF 2016 COLLEGE GUIDE SPONSORS |                 |          |
|                      |           |                                       |                   |      | 053-101-0111-4430               | 500.00          |          |
|                      |           |                                       |                   |      | <b>Total :</b>                  | <b>500.00</b>   |          |
| 203528               | 11/7/2016 | 102961 SCAG-SO CA ASSN OF GOVERNMENTS | FY 2016/2017      |      | FY 16/17 DUES ASSESSMENT        |                 |          |
|                      |           |                                       |                   |      | 001-190-0000-4380               | 2,390.00        |          |
|                      |           |                                       |                   |      | <b>Total :</b>                  | <b>2,390.00</b> |          |
| 203529               | 11/7/2016 | 892171 SHIGENAGA, EMILY N.            | 01/18/16-05/27/16 |      | SENIOR OUTDOOR FITNESS DIRECTO  |                 |          |
|                      |           |                                       |                   |      | 017-420-1337-4260               | 500.00          |          |
|                      |           |                                       |                   |      | <b>Total :</b>                  | <b>500.00</b>   |          |
| 203530               | 11/7/2016 | 891064 SIEMENS INDUSTRY INC           | 5620012618        |      | TRAFFIC SIGNAL RESPONSE-DAMAGE  |                 |          |
|                      |           |                                       |                   |      | 001-370-0301-4300               | 387.50          |          |
|                      |           |                                       |                   |      | <b>Total :</b>                  | <b>387.50</b>   |          |
| 203531               | 11/7/2016 | 103184 SMART & FINAL                  | 114274            |      | ENP SUPPLIES                    |                 |          |
|                      |           |                                       | 123405            |      | 115-422-3750-4300               | 114.30          |          |
|                      |           |                                       |                   |      | BREAK ROOM SUPPLIES             |                 |          |
|                      |           |                                       |                   |      | 001-222-0000-4300               | 19.73           |          |
|                      |           |                                       |                   |      | <b>Total :</b>                  | <b>134.03</b>   |          |
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| 203532            | 11/7/2016 | 103218 SOLIS, MARGARITA                           | 12-18   |      | PETTY CASH REIMB.<br>001-101-0101-4370<br>001-101-0103-4370<br>001-130-0000-4370<br>001-222-0000-4300<br>001-310-0000-4390<br>004-2391<br>001-106-0000-4270             | 29.76<br>33.00<br>64.00<br>32.60<br>12.00<br>23.00<br>25.72<br><b>Total : 220.08</b> |    |
| 203533            | 11/7/2016 | 103202 SOUTHERN CALIFORNIA EDISON CO.             | 2-02-682-6982<br>2-02-682-7675<br>2-33-746-5215 |      | ELECTRIC-910 FIRST (09/01-10/03)<br>043-390-0000-4210<br>ELECTRIC VARIOUS LOCATIONS (09/02<br>043-390-0000-4210<br>ELECTRIC-190 PARK (09/01-10/03)<br>043-390-0000-4210 | 7,386.58<br>7,837.21<br>508.01<br><b>Total : 15,731.80</b>                           |    |
| 203534            | 11/7/2016 | 103206 SOUTHERN CALIFORNIA GAS CO.                | 176-827-97539                                   |      | NATURAL GAS-CNG STATION<br>041-320-3661-4402  | 4,431.34<br><b>Total : 4,431.34</b>  |    |
| 203535            | 11/7/2016 | 892277 SPRUILL, LINDA                             | 490222<br>490271                                |      | SENIOR TRIP REFUND<br>004-2383<br>SENIOR TRIP REFUND<br>004-2383  | 25.00<br>25.00<br><b>Total : 50.00</b>   |    |
| 203536            | 11/7/2016 | 103251 STANLEY PEST CONTROL                       | 397917  |      | PEST CONTROL SPRAYING @ SF MALL<br>043-390-0000-4260  | 375.00<br><b>Total : 375.00</b>  |    |
| 203537            | 11/7/2016 | 100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE | 190211  |      | DOJ LIVESCAN FINGERPRINTING-SEP<br>004-2386   | 4,608.00<br><b>Total : 4,608.00</b>  |    |
| 203538            | 11/7/2016 | 891439 SUPERIOR WATER TECHNOLOGIES                | 2016-120  |      | OSG BELLOWS PUMP REPL-WELL 2A   |  |    |
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| 203538            | 11/7/2016 | 891439 SUPERIOR WATER TECHNOLOGIES           | (Continued)   |       | 070-384-0000-4300  | 372.30<br><b>Total : 372.30</b>   |    |
| 203539            | 11/7/2016 | 888621 SWRCB                                 | LW-1007512  |       | LARGE WATER SYSTEM FEES -<br>070-381-0000-4450   | 5,765.30<br><b>Total : 5,765.30</b>                                     |    |
| 203540            | 11/7/2016 | 888946 TEKWERKS                              | 16866   | 11443 | NOV WEBSITE HOSTING AND MAINTENANCE<br>001-135-0000-4260   | 800.00<br><b>Total : 800.00</b>   |    |
| 203541            | 11/7/2016 | 103205 THE GAS COMPANY                       | 04232069007<br>08422032493<br>09062064002<br><br>14328781316              |       | GAS-910 FIRST<br>043-390-0000-4210<br>GAS-605 S HUNTINGTON (09/12-10/10)<br>043-390-0000-4210<br>GAS-120 MACNEIL<br>043-390-0000-4210<br>070-381-0000-4210<br>072-360-0000-4210<br>GAS-208 PARK (09/06-10/05)<br>043-390-0000-4210   | 14.30<br>26.73<br>7.53<br>3.76<br>3.76<br>37.96<br><b>Total : 94.04</b> |    |
| 203542            | 11/7/2016 | 101528 THE HOME DEPOT CRC, ACCT#603532202490 | 1036229<br>1060202<br>1562268<br>2970604<br>4061305<br>4061306<br>5023570 |       | SMALL TOOLS<br>043-390-0000-4300<br>MATL'S FOR PLUMBING REPAIR @ 501<br>043-390-0000-4300<br>MATL'S FOR CATCH BASIN REPAIR<br>070-384-0000-4300<br>HOLIDAY DECORATIONS<br>001-311-0000-4300<br>RESTROOM SIGNS<br>043-390-0000-4300<br>SMALL TOOLS<br>043-390-0000-4340<br>CAUTION TAPE & DUCT TAPE | 67.31<br>36.70<br>60.45<br>306.62<br>70.06<br>343.80                    |    |
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| 203542            | 11/7/2016 | 101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued) |                     |       |   |                 |    |
|                   |           |  | 7030189             |       | 001-311-0000-4300<br>SOLDERING IRON                   | 66.12           |    |
|                   |           |  | 8073510             |       | 070-384-0000-4340<br>MATL'S FOR PLUMBING REPAIR @ 501 | 30.63           |    |
|                   |           |  | 8075058             |       | 043-390-0000-4300<br>MATL'S FOR PLUMBING REPAIR       | 16.35           |    |
|                   |           |  | 9036400             |       | 043-390-0000-4300<br>SAWZALL BLADE & DUCT TAPE        | 33.62           |    |
|                   |           |  | 9571594             |       | 001-311-0000-4300<br>MATL'S FOR SUNDIAL IN MALL       | 57.91           |    |
|                   |           |  |                     |       | 001-341-0301-4300                                     | 58.49           |    |
|                   |           |  |                     |       | <b>Total :</b>  | <b>1,148.06</b> |    |
| 203543            | 11/7/2016 | 890817 THE WALKING MAN, INC.                             | E7541               |       | FLYER DISTRIBUTION                                    |                 |    |
|                   |           |  |                     |       | 001-420-0000-4260                                     | 1,075.00        |    |
|                   |           |  |                     |       | <b>Total :</b>  | <b>1,075.00</b> |    |
| 203544            | 11/7/2016 | 890833 THOMSON REUTERS                                   | 834781970           |       | LA CLEAR-INVEST TOOLS                                 |                 |    |
|                   |           |  |                     |       | 001-135-0000-4260                                     | 174.26          |    |
|                   |           |  |                     |       | <b>Total :</b>  | <b>174.26</b>   |    |
| 203545            | 11/7/2016 | 103903 TIME WARNER CABLE                                 | 8448200540010369    |       | CABLE-10/18/16-11/17/16 (POLICE)                      |                 |    |
|                   |           |  |                     |       | 001-222-0000-4260                                     | 210.34          |    |
|                   |           |  | 8448200540010518    |       | CABLE-09/29/16-10/28/16 (REC PARK)                    |                 |    |
|                   |           |  |                     |       | 001-420-0000-4260                                     | 201.58          |    |
|                   |           |  | 8448200540028882    |       | CABLE-10/03/16-11/12/16 (LP PARK)                     |                 |    |
|                   |           |  |                     |       | 001-420-0000-4260                                     | 175.53          |    |
|                   |           |  | 8448-20-054-0196309 |       | INTERNET SERVICES 10/23/16-11/22/16                   |                 |    |
|                   |           |  |                     |       | 001-190-0000-4220                                     | 1,100.00        |    |
|                   |           |  |                     |       | <b>Total :</b>  | <b>1,687.45</b> |    |
| 203546            | 11/7/2016 | 891125 TMC SHOOTING RANGE SPECIALIST                     | 1307                | 11466 | SHOOTING RANGE CLEAN UP                               |                 |    |
|                   |           |  |                     |       | 001-222-0000-4320                                     | 3,962.80        |    |
|                   |           |  |                     |       | <b>Total :</b>  | <b>3,962.80</b> |    |
| 203547            | 11/7/2016 | 888399 TORO ENTERPRISES INC.                             | 10258               |       | STREET RESURFACING PROJECT                            |                 |    |
| Page: 29          |           |  |                     |       |   |                 |    |

| vchlist           |           | Voucher List                          |                   |       |                                  | Page:             | 30 |
|-------------------|-----------|---------------------------------------|-------------------|-------|----------------------------------|-------------------|----|
| 11/02/2016        | 5:24:06PM | CITY OF SAN FERNANDO                  |                   |       |                                  |                   |    |
| Bank code : bank3 |           |                                       |                   |       |                                  |                   |    |
| Voucher           | Date      | Vendor                                | Invoice           | PO #  | Description/Account              | Amount            |    |
| 203547            | 11/7/2016 | 888399 TORO ENTERPRISES INC.          | (Continued)       |       |                                  |                   |    |
|                   |           |                                       |                   | 11395 | 022-311-0560-4600                | 197,580.50        |    |
|                   |           |                                       |                   | 11395 | 070-385-0635-4600                | 41,930.50         |    |
|                   |           |                                       |                   |       | 070-2037                         | -2,096.53         |    |
|                   |           |                                       |                   |       | 022-2037                         | -9,879.02         |    |
|                   |           |                                       |                   |       | <b>Total :</b>                   | <b>227,535.45</b> |    |
| 203548            | 11/7/2016 | 891311 TORRES, RITA                   | 10/01/16-10/14/16 |       | ENP CONTRACT FOOD SERVICE PRO'   |                   |    |
|                   |           |                                       |                   | 11487 | 115-422-3750-4270                | 168.00            |    |
|                   |           |                                       |                   | 11487 | 115-422-3752-4270                | 10.50             |    |
|                   |           |                                       |                   |       | <b>Total :</b>                   | <b>178.50</b>     |    |
| 203549            | 11/7/2016 | 887568 TRANS TECH                     | 11549             |       | R&R TRANSMISSION REPL FLYWHEEL   |                   |    |
|                   |           |                                       |                   |       | 041-320-0225-4400                | 1,873.73          |    |
|                   |           |                                       |                   |       | <b>Total :</b>                   | <b>1,873.73</b>   |    |
| 203550            | 11/7/2016 | 103463 U.S. POSTMASTER                | OCT 2016          |       | POSTAGE-OCT WATER BILLS          |                   |    |
|                   |           |                                       |                   |       | 070-382-0000-4300                | 518.67            |    |
|                   |           |                                       |                   |       | 072-360-0000-4300                | 518.67            |    |
|                   |           |                                       |                   |       | <b>Total :</b>                   | <b>1,037.34</b>   |    |
| 203551            | 11/7/2016 | 103444 ULTRA GREENS, INC              | 58695             |       | MATL'S FOR MACLAY STREETSCAPE    |                   |    |
|                   |           |                                       |                   |       | 001-311-0000-4300                | 100.24            |    |
|                   |           |                                       |                   |       | <b>Total :</b>                   | <b>100.24</b>     |    |
| 203552            | 11/7/2016 | 888241 UNITED SITE SERVICES OF CA INC | 114-4421938       |       | PORTABLE RESTROOMS @ REC PARK    |                   |    |
|                   |           |                                       |                   |       | 001-420-0000-4260                | 153.73            |    |
|                   |           |                                       | 114-4471756       |       | PORTABLE TOILET RENTAL @ 501 FIR |                   |    |
|                   |           |                                       |                   |       | 043-390-0000-4260                | 589.36            |    |
|                   |           |                                       | 114-4484679       |       | PORTABLE TOILET RENTAL @ LAYNE F |                   |    |
|                   |           |                                       |                   |       | 043-390-0000-4260                | 406.34            |    |
|                   |           |                                       | 114-4586840       |       | SINKS & PORTABLE TOILET RENTAL-5 |                   |    |
|                   |           |                                       |                   |       | 017-420-1395-4260                | 493.03            |    |
|                   |           |                                       |                   |       | <b>Total :</b>                   | <b>1,642.46</b>   |    |
| 203553            | 11/7/2016 | 103503 UNITED STATES POSTAL SERVICE   | 15122187          |       | POSTAGE REIMBURSEMENT            |                   |    |
|                   |           |                                       |                   |       | 001-190-0000-4280                | 1,500.00          |    |
| Page: 30          |           |                                       |                   |       |                                  |                   |    |

| vchlist              |           | Voucher List         |                                     |             |                                  | Page:           | 31                      |
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| 11/02/2016 5:24:06PM |           | CITY OF SAN FERNANDO |                                     |             |                                  |                 |                         |
| Bank code : bank3    |           |                      |                                     |             |                                  |                 |                         |
| Voucher              | Date      | Vendor               | Invoice                             | PO #        | Description/Account              | Amount          |                         |
| 203553               | 11/7/2016 | 103503               | 103503 UNITED STATES POSTAL SERVICE | (Continued) |                                  |                 | <b>Total : 1,500.00</b> |
| 203554               | 11/7/2016 | 103534               | VALLEY LOCKSMITH                    |             | DOOR REPL-LP PARK                |                 |                         |
|                      |           |                      |                                     |             | 043-390-0000-4330                | 805.09          |                         |
|                      |           |                      |                                     |             | DOOR REPL-REC PARK               |                 |                         |
|                      |           |                      |                                     |             | 043-390-0000-4330                | 921.72          |                         |
|                      |           |                      |                                     |             | DOORS REPL-PIONEER PARK          |                 |                         |
|                      |           |                      |                                     |             | 043-390-0000-4330                | 1,139.84        |                         |
|                      |           |                      |                                     |             | RE-KEY DBLE DEADBOLTS W/NEW CO   |                 |                         |
|                      |           |                      |                                     |             | 043-390-0000-4330                | 95.00           |                         |
|                      |           |                      |                                     |             | KEY COPIES OF DUMP TRUCK         |                 |                         |
|                      |           |                      |                                     |             | 070-383-0301-4300                | 25.00           |                         |
|                      |           |                      |                                     |             | SPARE KEYS-PK8230                |                 |                         |
|                      |           |                      |                                     |             | 041-320-0390-4400                | 32.70           |                         |
|                      |           |                      |                                     |             | LEVER SWITCH REPR & REMOTE PRO   |                 |                         |
|                      |           |                      |                                     |             | 070-384-0000-4330                | 120.00          |                         |
|                      |           |                      |                                     |             | <b>Total :</b>                   | <b>3,139.35</b> |                         |
| 203555               | 11/7/2016 | 891797               | VALLEY POWER REPAIRS                |             | SAW BELTS                        |                 |                         |
|                      |           |                      |                                     |             | 041-320-0000-4320                | 58.86           |                         |
|                      |           |                      |                                     |             | FLUSH FUEL & REBUILD CARD-PW253: |                 |                         |
|                      |           |                      |                                     |             | 041-320-0311-4400                | 335.51          |                         |
|                      |           |                      |                                     |             | <b>Total :</b>                   | <b>394.37</b>   |                         |
| 203556               | 11/7/2016 | 889644               | VERIZON BUSINESS                    |             | PUBLIC WORKS LONG DISTANCE       |                 |                         |
|                      |           |                      |                                     |             | 001-310-0000-4220                | 4.93            |                         |
|                      |           |                      |                                     |             | CITY HALL LONG DISTANCE          |                 |                         |
|                      |           |                      |                                     |             | 001-190-0000-4220                | 48.93           |                         |
|                      |           |                      |                                     |             | CITY YARD LONG DISTANCE          |                 |                         |
|                      |           |                      |                                     |             | 070-384-0000-4220                | 14.68           |                         |
|                      |           |                      |                                     |             | CITY HALL LONG DISTANCE          |                 |                         |
|                      |           |                      |                                     |             | 001-190-0000-4220                | 22.05           |                         |
|                      |           |                      |                                     |             | POLICE LONG DISTANCE             |                 |                         |
|                      |           |                      |                                     |             | 001-222-0000-4220                | 111.21          |                         |
|                      |           |                      |                                     |             | CITY YARD LONG DISTANCE          |                 |                         |
|                      |           |                      |                                     |             | 070-384-0000-4220                | 9.79            |                         |
|                      |           |                      |                                     |             | PARKS LONG DISTANCE              |                 |                         |
|                      |           |                      |                                     |             | <b>Total :</b>                   | <b>31</b>       |                         |

| vchlist              |           | Voucher List         |                            |                   |                                   | Page:           | 32 |
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| 11/02/2016 5:24:06PM |           | CITY OF SAN FERNANDO |                            |                   |                                   |                 |    |
| Bank code : bank3    |           |                      |                            |                   |                                   |                 |    |
| Voucher              | Date      | Vendor               | Invoice                    | PO #              | Description/Account               | Amount          |    |
| 203556               | 11/7/2016 | 889644               | VERIZON BUSINESS           | (Continued)       |                                   |                 |    |
|                      |           |                      |                            |                   | 001-420-0000-4220                 | 14.92           |    |
|                      |           |                      |                            |                   | CITY HALL LONG DISTANCE           |                 |    |
|                      |           |                      |                            |                   | 001-190-0000-4220                 | 59.89           |    |
|                      |           |                      |                            |                   | <b>Total :</b>                    | <b>286.40</b>   |    |
| 203557               | 11/7/2016 | 892081               | VERIZON BUSINESS SERVICES  |                   | MPLS PORT ACCESS & ROUTER-PD VE   |                 |    |
|                      |           |                      |                            |                   | 001-222-0000-4220                 | 1,034.50        |    |
|                      |           |                      |                            |                   | <b>Total :</b>                    | <b>1,034.50</b> |    |
| 203558               | 11/7/2016 | 889627               | VERIZON CONFERENCING       |                   | CONFERENCE CALLS-SEPT 2016        |                 |    |
|                      |           |                      |                            |                   | 001-190-0000-4220                 | 13.19           |    |
|                      |           |                      |                            |                   | <b>Total :</b>                    | <b>13.19</b>    |    |
| 203559               | 11/7/2016 | 100101               | VERIZON WIRELESS-LA        |                   | MDT MODEMS-PD UNITS               |                 |    |
|                      |           |                      |                            |                   | 001-222-0000-4220                 | 925.12          |    |
|                      |           |                      |                            |                   | VARIOUS CELL PHONE PLANS          |                 |    |
|                      |           |                      |                            |                   | 001-105-0000-4220                 | 78.66           |    |
|                      |           |                      |                            |                   | 072-360-0000-4220                 | 25.30           |    |
|                      |           |                      |                            |                   | 001-101-0109-4220                 | 33.97           |    |
|                      |           |                      |                            |                   | 001-101-0111-4220                 | 34.93           |    |
|                      |           |                      |                            |                   | 001-101-0107-4220                 | 35.18           |    |
|                      |           |                      |                            |                   | <b>Total :</b>                    | <b>1,133.16</b> |    |
| 203560               | 11/7/2016 | 889681               | VILLALPANDO, MARIA         | 10/01/16-10/14/16 | ENP CONTRACT FOOD SERVICE PRO     |                 |    |
|                      |           |                      |                            | 11488             | 115-422-3750-4270                 | 262.50          |    |
|                      |           |                      |                            | 11488             | 115-422-3752-4270                 | 52.50           |    |
|                      |           |                      |                            |                   | <b>Total :</b>                    | <b>315.00</b>   |    |
| 203561               | 11/7/2016 | 103603               | VULCAN MATERIALS COMPANY   |                   | FINANCE CHARGES                   |                 |    |
|                      |           |                      |                            |                   | 072-360-0000-4300                 | 33.83           |    |
|                      |           |                      |                            |                   | COLD MIX                          |                 |    |
|                      |           |                      |                            |                   | 072-360-0000-4300                 | 1,433.23        |    |
|                      |           |                      |                            |                   | <b>Total :</b>                    | <b>1,467.06</b> |    |
| 203562               | 11/7/2016 | 888390               | WEST COAST ARBORISTS, INC. |                   | FY 2017 ANNUAL CITY TREE TRIMMING |                 |    |
|                      |           |                      |                            | 11431             | 011-311-0000-4260                 | 4,147.00        |    |
|                      |           |                      |                            |                   | <b>Total :</b>                    | <b>32</b>       |    |

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| 11/02/2016  | 5:24:06PM | CITY OF SAN FERNANDO                |                       |       |                                     |                  |    |  |
| Bank code : |           | bank3                               |                       |       |                                     |                  |    |  |
| Voucher     | Date      | Vendor                              | Invoice               | PO #  | Description/Account                 | Amount           |    |  |
| 203562      | 11/7/2016 | 888390 WEST COAST ARBORISTS, INC.   | (Continued)<br>119399 |       | FY 2017 ANNUAL CITY TREE TRIMMING   |                  |    |  |
|             |           |                                     | 119678                | 11431 | 011-311-0000-4260                   | 8,871.00         |    |  |
|             |           |                                     |                       | 11431 | FY 2017 ANNUAL CITY TREE TRIMMING   |                  |    |  |
|             |           |                                     |                       |       | 011-311-0000-4260                   | 7,830.00         |    |  |
|             |           |                                     |                       |       | <b>Total :</b>                      | <b>20,848.00</b> |    |  |
| 203563      | 11/7/2016 | 888705 WEST COAST TOURS             | 1228                  |       | SENIOR TRIP TO LAS VEGAS 11/22-11/2 |                  |    |  |
|             |           |                                     |                       |       | 004-2383                            | 4,621.00         |    |  |
|             |           |                                     |                       |       | <b>Total :</b>                      | <b>4,621.00</b>  |    |  |
| 203564      | 11/7/2016 | 888442 WESTERN EXTERMINATOR COMPANY | 4465704               |       | PEST CONTROL @ LP PARK              |                  |    |  |
|             |           |                                     | 4465705               |       | 043-390-0000-4260                   | 54.50            |    |  |
|             |           |                                     | 4465706               |       | BAIT MONITORING- LP PARK            |                  |    |  |
|             |           |                                     |                       |       | 043-390-0000-4260                   | 163.00           |    |  |
|             |           |                                     | 4507060               |       | PEST CONTROL-RUDY ORTEGA PARK       |                  |    |  |
|             |           |                                     |                       |       | 043-390-0000-4260                   | 53.00            |    |  |
|             |           |                                     | 4507061               |       | BAIT MONITORING-REC PARK            |                  |    |  |
|             |           |                                     |                       |       | 043-390-0000-4260                   | 68.50            |    |  |
|             |           |                                     | 4507062               |       | PEST CONTROL-CITY HALL              |                  |    |  |
|             |           |                                     |                       |       | 043-390-0000-4260                   | 86.00            |    |  |
|             |           |                                     |                       |       | PEST CONTROL-REC PARK               |                  |    |  |
|             |           |                                     |                       |       | 043-390-0000-4260                   | 79.00            |    |  |
|             |           |                                     |                       |       | <b>Total :</b>                      | <b>504.00</b>    |    |  |
| 203565      | 11/7/2016 | 889491 WILLDAN FINANCIAL SERVICES   | 00614563              |       | PROF SVCS FOR PEDESTRIAN HEAD F     |                  |    |  |
|             |           |                                     |                       | 11328 | 010-371-3665-4270                   | 2,651.01         |    |  |
|             |           |                                     |                       | 11328 | 011-371-3665-4270                   | 294.56           |    |  |
|             |           |                                     | 010-32587             |       | USER FEE STUDY AND COST ALLOCAT     |                  |    |  |
|             |           |                                     |                       | 11298 | 001-190-0000-4270                   | 4,268.00         |    |  |
|             |           |                                     |                       |       | <b>Total :</b>                      | <b>7,213.57</b>  |    |  |
| 203566      | 11/7/2016 | 892390 WILMINGTON TRUST             | 115494-007            |       | COP 2016 INTEREST INSTALLMENT PY    |                  |    |  |
|             |           |                                     |                       |       | 012-310-0000-4410                   | 65,798.02        |    |  |
|             |           |                                     |                       |       | <b>Total :</b>                      | <b>65,798.02</b> |    |  |
| 203567      | 11/7/2016 | 103716 WORKBOOT WAREHOUSE           | 4-19429               |       | SAFETY BOOTS                        |                  |    |  |
|             |           |                                     |                       |       |                                     | Page:            | 33 |  |

| vchlist                      |           | Voucher List                         |             |                         |                                | Page:             | 34 |  |
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| 11/02/2016                   | 5:24:06PM | CITY OF SAN FERNANDO                 |             |                         |                                |                   |    |  |
| Bank code :                  |           | bank3                                |             |                         |                                |                   |    |  |
| Voucher                      | Date      | Vendor                               | Invoice     | PO #                    | Description/Account            | Amount            |    |  |
| 203567                       | 11/7/2016 | 103716 WORKBOOT WAREHOUSE            | (Continued) |                         |                                |                   |    |  |
|                              |           |                                      |             |                         | 001-152-0000-4300              | 97.56             |    |  |
|                              |           |                                      |             |                         | <b>Total :</b>                 | <b>97.56</b>      |    |  |
| 203568                       | 11/7/2016 | 888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y. | OCT 2016    |                         | COMMISSOINER'S STIPEND         |                   |    |  |
|                              |           |                                      |             |                         | 001-115-0000-4111              | 50.00             |    |  |
|                              |           |                                      |             |                         | <b>Total :</b>                 | <b>50.00</b>      |    |  |
| 203569                       | 11/7/2016 | 103752 ZUMAR INDUSTRIES, INC.        | 0166807     |                         | MATL'S-KNOCK DOWN REPL (CORONE |                   |    |  |
|                              |           |                                      | 0167021     |                         | 001-370-0301-4300              | 72.27             |    |  |
|                              |           |                                      |             |                         | SIGN REPLACEMENTS              |                   |    |  |
|                              |           |                                      |             |                         | 001-370-0301-4300              | 133.41            |    |  |
|                              |           |                                      |             |                         | <b>Total :</b>                 | <b>205.68</b>     |    |  |
| 183 Vouchers for bank code : |           | bank3                                |             | <b>Bank total :</b>     |                                | <b>934,159.21</b> |    |  |
| 183 Vouchers in this report  |           |                                      |             | <b>Total vouchers :</b> |                                | <b>934,159.21</b> |    |  |

Voucher Registers are not final until approved by Council.

**HANDWRITTEN CHECKS**

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 CITY OF SAN FERNANDO

Bank code : bank3

| Voucher | Date      | Vendor                        | Invoice | PO # | Description/Account                       | Amount                              |
|---------|-----------|-------------------------------|---------|------|---|-------------------------------------|
| 203295  | 11/1/2016 | 100042 ABDALLAH, ALBERT       | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,347.98<br><b>Total : 1,347.98</b> |
| 203296  | 11/1/2016 | 100091 AGORICHAS, JOHN        | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 241.38<br><b>Total : 241.38</b>     |
| 203297  | 11/1/2016 | 891039 AGUILAR, JESUS         | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 469.46<br><b>Total : 469.46</b>     |
| 203298  | 11/1/2016 | 100104 ALBA, ANTHONY          | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 691.08<br><b>Total : 691.08</b>     |
| 203299  | 11/1/2016 | 891011 APODACA-GRASS, ROBERTA | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 691.08<br><b>Total : 691.08</b>     |
| 203300  | 11/1/2016 | 100286 BAKER, BEVERLY         | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 451.46<br><b>Total : 451.46</b>     |
| 203301  | 11/1/2016 | 100306 BARNARD, LARRY         | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,017.00<br><b>Total : 1,017.00</b> |
| 203302  | 11/1/2016 | 100346 BELDEN, KENNETH M.     | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,274.00<br><b>Total : 1,274.00</b> |
| 203303  | 11/1/2016 | 892233 BUZZELL, CAROL         | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 195.98<br><b>Total : 195.98</b>     |
| 203304  | 11/1/2016 | 891350 CALZADA, FRANK         | 16-Nov  |      | CALPERS HEALTH REIMB                      |                                     |

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Bank code : bank3

| Voucher | Date      | Vendor                     | Invoice     | PO # | Description/Account                       | Amount                              |
|---------|-----------|----------------------------|-------------|------|---|-------------------------------------|
| 203304  | 11/1/2016 | 891350 CALZADA, FRANK      | (Continued) |      | 001-180-0000-4127                         | 516.96<br><b>Total : 516.96</b>     |
| 203305  | 11/1/2016 | 100642 CASTRO, RICO        | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,208.82<br><b>Total : 1,208.82</b> |
| 203306  | 11/1/2016 | 891014 CREEKMORE, CASIMIRA | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 283.04<br><b>Total : 283.04</b>     |
| 203307  | 11/1/2016 | 891015 CROOK, ROBERT       | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 691.08<br><b>Total : 691.08</b>     |
| 203308  | 11/1/2016 | 891016 DEATON, MARK        | 16-Nov      |      | CALPERS HEALTH REIMB<br>070-180-0000-4127 | 500.31<br><b>Total : 500.31</b>     |
| 203309  | 11/1/2016 | 100913 DECKER, CATHERINE   | 16-Nov      |      | CALPERS HEALTH REIMB<br>070-180-0000-4127 | 691.08<br><b>Total : 691.08</b>     |
| 203310  | 11/1/2016 | 100916 DEIBEL, PAUL        | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 283.04<br><b>Total : 283.04</b>     |
| 203311  | 11/1/2016 | 100925 DELGADO, RALPH      | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 516.96<br><b>Total : 516.96</b>     |
| 203312  | 11/1/2016 | 892102 DOSTER, DARRELL     | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 691.08<br><b>Total : 691.08</b>     |
| 203313  | 11/1/2016 | 100996 DRAKE, JOYCE        | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 571.49                              |

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Bank code : bank3

| Voucher | Date      | Vendor                     | Invoice     | PO # | Description/Account  | Amount                             |
|---------|-----------|----------------------------|-------------|------|--|------------------------------------|
| 203313  | 11/1/2016 | 100996 100996 DRAKE, JOYCE | (Continued) |      |  | Total : 571.49                     |
| 203314  | 11/1/2016 | 100995 DRAKE, MICHAEL      | 16-Nov      |      | CALPERS HEALTH REIMB<br>070-180-0000-4127<br>072-180-0000-4127 | 141.52<br>141.52<br>Total : 283.04 |
| 203315  | 11/1/2016 | 100997 DRAPER, CHRISTOPHER | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 1,288.96<br>Total : 1,288.96       |
| 203316  | 11/1/2016 | 101044 ELEY, JEFFREY       | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 1,664.00<br>Total : 1,664.00       |
| 203317  | 11/1/2016 | 891040 FISHKIN, RIVIAN     | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 172.23<br>Total : 172.23           |
| 203318  | 11/1/2016 | 892103 GAJDOS, BETTY       | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 172.23<br>Total : 172.23           |
| 203319  | 11/1/2016 | 891041 GARCIA, CONNIE      | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 172.23<br>Total : 172.23           |
| 203320  | 11/1/2016 | 891351 GARCIA, DEBRA       | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 1,267.98<br>Total : 1,267.98       |
| 203321  | 11/1/2016 | 891067 GARCIA, NICOLAS     | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 1,042.36<br>Total : 1,042.36       |
| 203322  | 11/1/2016 | 101318 GLASGOW, KEVIN      | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      | 1,288.96                           |

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Bank code : bank3

| Voucher | Date      | Vendor                        | Invoice     | PO # | Description/Account                       | Amount                       |
|---------|-----------|-------------------------------|-------------|------|---|------------------------------|
| 203322  | 11/1/2016 | 101318 101318 GLASGOW, KEVIN  | (Continued) |      |   | Total : 1,288.96             |
| 203323  | 11/1/2016 | 891020 GLASGOW, ROBERT        | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 317.00<br>Total : 317.00     |
| 203324  | 11/1/2016 | 891021 GUIZA, JENNIE          | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 283.04<br>Total : 283.04     |
| 203325  | 11/1/2016 | 101415 GUTIERREZ, OSCAR       | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 172.23<br>Total : 172.23     |
| 203326  | 11/1/2016 | 891352 HADEN, SUSANNA         | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 962.66<br>Total : 962.66     |
| 203327  | 11/1/2016 | 101440 HALCON, ERNEST         | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,274.00<br>Total : 1,274.00 |
| 203328  | 11/1/2016 | 891918 HARTWELL, BRUCE        | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 691.08<br>Total : 691.08     |
| 203329  | 11/1/2016 | 101465 HARVEY, DAVID          | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 172.23<br>Total : 172.23     |
| 203330  | 11/1/2016 | 101466 HARVEY, DEVERY MICHAEL | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,407.00<br>Total : 1,407.00 |
| 203331  | 11/1/2016 | 892104 HERNANDEZ, ALFONSO     | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,462.66<br>Total : 1,462.66 |

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| Bank code : bank3    |           |                           |         |      |   |                |                 |
| Voucher              | Date      | Vendor                    | Invoice | PO # | Description/Account                       |                | Amount          |
| 203332               | 11/1/2016 | 891024 HOOKER, RAYMOND    | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 |                | 541.91          |
|                      |           |                           |         |      |   | <b>Total :</b> | <b>541.91</b>   |
| 203333               | 11/1/2016 | 101538 HOUGH, RAY         | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 |                | 516.96          |
|                      |           |                           |         |      |   | <b>Total :</b> | <b>516.96</b>   |
| 203334               | 11/1/2016 | 101597 IBRAHIM, SAMIR     | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 |                | 469.46          |
|                      |           |                           |         |      |   | <b>Total :</b> | <b>469.46</b>   |
| 203335               | 11/1/2016 | 101694 JACOBS, ROBERT     | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 |                | 1,013.00        |
|                      |           |                           |         |      |   | <b>Total :</b> | <b>1,013.00</b> |
| 203336               | 11/1/2016 | 892105 KAHMANN, ERIC      | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 |                | 716.06          |
|                      |           |                           |         |      |   | <b>Total :</b> | <b>716.06</b>   |
| 203337               | 11/1/2016 | 101781 KISHITA, ROBERT    | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 |                | 172.23          |
|                      |           |                           |         |      |   | <b>Total :</b> | <b>172.23</b>   |
| 203338               | 11/1/2016 | 101786 KLOTZSCHE, STEVEN  | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 |                | 688.22          |
|                      |           |                           |         |      |   | <b>Total :</b> | <b>688.22</b>   |
| 203339               | 11/1/2016 | 891866 KNIGHT, DONNA      | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 |                | 172.23          |
|                      |           |                           |         |      |   | <b>Total :</b> | <b>172.23</b>   |
| 203340               | 11/1/2016 | 891026 LEWIS, DURWOOD     | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 |                | 691.08          |
|                      |           |                           |         |      |   | <b>Total :</b> | <b>691.08</b>   |
| 203341               | 11/1/2016 | 891043 LIEBERMAN, LEONARD | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 |                | 172.23          |
|                      |           |                           |         |      |   |                |                 |
|                      |           |                           |         |      |   |                | Page: 5         |

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| Bank code : bank3    |           |                                  |             |      |  |                |                  |
| Voucher              | Date      | Vendor                           | Invoice     | PO # | Description/Account  |                | Amount           |
| 203341               | 11/1/2016 | 891043 891043 LIEBERMAN, LEONARD | (Continued) |      |  | <b>Total :</b> | <b>172.23</b>    |
| 203342               | 11/1/2016 | 101926 LILES, RICHARD            | 16-Nov      |      | CALPERS HEALTH REIMB<br>070-180-0000-4127<br>072-180-0000-4127 |                | 250.16<br>250.15 |
|                      |           |                                  |             |      |  | <b>Total :</b> | <b>500.31</b>    |
| 203343               | 11/1/2016 | 101933 LITTLEFIELD, LESLEY       | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      |                | 691.08           |
|                      |           |                                  |             |      |  | <b>Total :</b> | <b>691.08</b>    |
| 203344               | 11/1/2016 | 891027 LOCKETT, JOANN            | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      |                | 283.04           |
|                      |           |                                  |             |      |  | <b>Total :</b> | <b>283.04</b>    |
| 203345               | 11/1/2016 | 102059 MACK, MARSHALL            | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      |                | 1,008.06         |
|                      |           |                                  |             |      |  | <b>Total :</b> | <b>1,008.06</b>  |
| 203346               | 11/1/2016 | 891010 MAERTZ, ALVIN             | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      |                | 469.46           |
|                      |           |                                  |             |      |  | <b>Total :</b> | <b>469.46</b>    |
| 203347               | 11/1/2016 | 891028 MANTHEY, DONALD           | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      |                | 691.08           |
|                      |           |                                  |             |      |  | <b>Total :</b> | <b>691.08</b>    |
| 203348               | 11/1/2016 | 102126 MARTINEZ, MIGUEL          | 16-Nov      |      | CALPERS HEALTH REIMB<br>070-180-0000-4127                      |                | 1,288.96         |
|                      |           |                                  |             |      |  | <b>Total :</b> | <b>1,288.96</b>  |
| 203349               | 11/1/2016 | 102206 MILLER, WILMA             | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      |                | 283.04           |
|                      |           |                                  |             |      |  | <b>Total :</b> | <b>283.04</b>    |
| 203350               | 11/1/2016 | 102232 MIURA, HOWARD             | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127                      |                | 283.04           |
|                      |           |                                  |             |      |  |                |                  |
|                      |           |                                  |             |      |  |                | Page: 6          |

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| 10/31/2016 9:59:19AM |           | CITY OF SAN FERNANDO      |             |      |   |          |                         |
| Bank code : bank3    |           |                           |             |      |   |          |                         |
| Voucher              | Date      | Vendor                    | Invoice     | PO # | Description/Account                       | Amount   |                         |
| 203350               | 11/1/2016 | 102232 MIURA, HOWARD      | (Continued) |      |   |          | <b>Total : 283.04</b>   |
| 203351               | 11/1/2016 | 892106 MONTAN, EDWARD     | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 688.22   | <b>Total : 688.22</b>   |
| 203352               | 11/1/2016 | 102365 NAVARRO, RICARDO A | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 516.96   | <b>Total : 516.96</b>   |
| 203353               | 11/1/2016 | 102473 ORDELHEIDE, ROBERT | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,608.97 | <b>Total : 1,608.97</b> |
| 203354               | 11/1/2016 | 102483 OROZCO, ELVIRA     | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 195.98   | <b>Total : 195.98</b>   |
| 203355               | 11/1/2016 | 102486 ORSINI, TODD       | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,347.98 | <b>Total : 1,347.98</b> |
| 203356               | 11/1/2016 | 891031 ORTEGA, JIMMIE     | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 283.04   | <b>Total : 283.04</b>   |
| 203357               | 11/1/2016 | 891032 OTREMBA, EUGENE    | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 691.08   | <b>Total : 691.08</b>   |
| 203358               | 11/1/2016 | 102569 PARKS, ROBERT      | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,664.00 | <b>Total : 1,664.00</b> |
| 203359               | 11/1/2016 | 891353 PEAVY, JOSEPH      | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 716.06   | <b>Total : 716.06</b>   |
|                      |           |                           |             |      |   |          | Page: 7                 |

| vchlist              |           | Voucher List               |         |      |   | Page:    | 8                       |
|----------------------|-----------|----------------------------|---------|------|---|----------|-------------------------|
| 10/31/2016 9:59:19AM |           | CITY OF SAN FERNANDO       |         |      |   |          |                         |
| Bank code : bank3    |           |                            |         |      |   |          |                         |
| Voucher              | Date      | Vendor                     | Invoice | PO # | Description/Account                       | Amount   |                         |
| 203360               | 11/1/2016 | 102527 PISCITELLI, ANTHONY | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 516.96   | <b>Total : 516.96</b>   |
| 203361               | 11/1/2016 | 891033 POLLOCK, CHRISTINE  | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 574.00   | <b>Total : 574.00</b>   |
| 203362               | 11/1/2016 | 891354 RAMIREZ, ROSALINDA  | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 418.83   | <b>Total : 418.83</b>   |
| 203363               | 11/1/2016 | 891034 RAMSEY, JAMES       | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,267.98 | <b>Total : 1,267.98</b> |
| 203364               | 11/1/2016 | 102864 RIVETTI, DOMINICK   | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,017.00 | <b>Total : 1,017.00</b> |
| 203365               | 11/1/2016 | 102936 RUELAS, MARCO       | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,500.81 | <b>Total : 1,500.81</b> |
| 203366               | 11/1/2016 | 102940 RUIZ, RONALD        | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 441.53   | <b>Total : 441.53</b>   |
| 203367               | 11/1/2016 | 891044 RUSSUM, LINDA       | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 172.23   | <b>Total : 172.23</b>   |
| 203368               | 11/1/2016 | 890806 SALDIVAR, GEORGE    | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 962.66   | <b>Total : 962.66</b>   |
| 203369               | 11/1/2016 | 103121 SERRANO, ARMANDO    | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,347.98 |                         |
|                      |           |                            |         |      |   |          | Page: 8                 |

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Bank code : bank3

| Voucher | Date      | Vendor                         | Invoice     | PO # | Description/Account                       | Amount                       |
|---------|-----------|--------------------------------|-------------|------|---|------------------------------|
| 203369  | 11/1/2016 | 103121 103121 SERRANO, ARMANDO | (Continued) |      |   | Total : 1,347.98             |
| 203370  | 11/1/2016 | 892107 SHANAHAN, MARK          | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 716.06<br>Total : 716.06     |
| 203371  | 11/1/2016 | 891035 SHERWOOD, NINA          | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 283.04<br>Total : 283.04     |
| 203372  | 11/1/2016 | 103175 SKOBIN, ROMELIA         | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 949.95<br>Total : 949.95     |
| 203373  | 11/1/2016 | 103220 SOMERVILLE, MICHAEL     | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 1,664.00<br>Total : 1,664.00 |
| 203374  | 11/1/2016 | 891045 TIGHE, HAROLD           | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 469.46<br>Total : 469.46     |
| 203375  | 11/1/2016 | 103394 TORRES, RACHEL          | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 283.04<br>Total : 283.04     |
| 203376  | 11/1/2016 | 888417 VALDIVIA, LAURA         | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 541.91<br>Total : 541.91     |
| 203377  | 11/1/2016 | 891046 VANAALST, LEONILDA      | 16-Nov      |      | CALPERS HEALTH REIMB<br>070-180-0000-4127 | 172.23<br>Total : 172.23     |
| 203378  | 11/1/2016 | 891038 WAITE, CURTIS           | 16-Nov      |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 949.95<br>Total : 949.95     |

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| Voucher                           | Date      | Vendor                  | Invoice | PO # | Description/Account                       | Amount                     |
|-----------------------------------|-----------|-------------------------|---------|------|---|----------------------------|
| 203379                            | 11/1/2016 | 891036 WATT, DAVID      | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 691.08<br>Total : 691.08   |
| 203380                            | 11/1/2016 | 891047 WATTS, HERBERT   | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 172.23<br>Total : 172.23   |
| 203381                            | 11/1/2016 | 891037 WEBB, NANCY      | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 571.49<br>Total : 571.49   |
| 203382                            | 11/1/2016 | 103643 WEDDING, JEROME  | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 691.08<br>Total : 691.08   |
| 203383                            | 11/1/2016 | 103727 WYSBEEK, DOUDE   | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 283.04<br>Total : 283.04   |
| 203384                            | 11/1/2016 | 103737 YNIGUEZ, LEONARD | 16-Nov  |      | CALPERS HEALTH REIMB<br>001-180-0000-4127 | 949.95<br>Total : 949.95   |
| 90 Vouchers for bank code : bank3 |           |                         |         |      |   | Bank total : 62,399.40     |
| 90 Vouchers in this report        |           |                         |         |      |   | Total vouchers : 62,399.40 |

Voucher Registers are not final until approved by Council.

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## AGENDA REPORT

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**To:** Mayor Robert C. Gonzales and Councilmembers

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

**Date:** November 7, 2016

**Subject:** Consideration to Amend Agreement with General Pump Company for the Installation of a Deep Well Turbine Pump and Related Electrical Improvements

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve Amendment No. 1 (Attachment "A"- Contract No. 1674(a)), amending the scope of services related to the Deep Well Turbine Pump Installation Agreement with General Pump Company, in an amount not-to-exceed \$39,284.25; and
- b. Authorize the City Manager or designee to execute all related documents.

### **BACKGROUND:**

The City recently completed construction on a groundwater treatment system for the removal of nitrates. Nitrates are a groundwater contaminate generally associated with agricultural uses such as dairies and feedlots. The completion of this project provides the City with an additional 900 gallons per minute that can be used for water production and delivery. Related to this work, the City also completed the installation of a new deep well turbine pump, variable frequency drive system ("VFD") to improve energy efficiency and electrical improvements to ensure adequate power for the new system.

It was recently determined that additional system improvements are needed to ensure compatibility with the City's supervisory control and data acquisition ("SCADA") system and the effective operation of the VFD system. These upgrades will allow staff members to properly monitor pump operations, optimize pump usage based on actual demand (helping to reduce energy usage and costs), and comply with fire safety standards.

## Consideration to Amend Agreement with General Pump Company for the Installation of a Deep Well Turbine Pump and Related Electrical Improvements

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### ANALYSIS:

In 2012, the City Council awarded Contract No. 1674 to General Pump Company for the acquisition and installation of a new deep well turbine pump at Well 7A. This work was designed to complement the installation of the water quality treatment system to treat nitrate contaminants found in groundwater sources. The upgraded pump system replaced an oil lubricated pump with a water lubricated pump, reducing the possible risk of damage if oil entered the new water quality treatment system. Additionally, work included the installation of a VFD system that enables the pump system to accommodate fluctuating demand, running the pump at lower speeds and drawing less energy while still meeting pumping system needs. The VFD system also provides a soft starting capability (as opposed to abrupt starting systems used in traditional pump drive systems), reducing the mechanical and electrical stress placed on the pump system.

Recently it was determined that additional electrical work is needed to ensure compatibility with the City's SCADA system and in order to meet fire safety requirements as follows:

- SCADA System: Last year, the City completed improvements to its SCADA system that allow for the proper monitoring of the water system 24-hours per day, 365 days per year. The SCADA system monitors well locations, pump performance, reservoir levels, and sends alerts to system managers if problems are encountered. The system provides remote access, allowing for monitoring through a secure network system.
- Safety Requirements: In order to adhere to fire safety standards and ensure proper operation of the motor, the system will require an air-cooled enclosure system. This enclosure system will be manufactured to fit within space constraints and includes mounted and remote control features. The system will also include manual control attachments for staff members to make adjustments, if necessary.

### BUDGET IMPACT:

Funds are budgeted in the Public Works Department Water Division operating budget for well maintenance services. The total estimated cost is \$34,160.22 for this work. A contingency of approximately 15% is included for unforeseen conditions that may arise, for an aggregate amount of \$39,284.25.

### CONCLUSION:

Based on the need to integrate the pump and VFD system at Well 7A with the City's SCADA system and adhere to fire safety standards, it is recommended that the City Council approve



**Consideration to Amend Agreement with General Pump Company for the Installation of a Deep Well Turbine Pump and Related Electrical Improvements**Page 3 of 3

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the proposed amendment to its agreement with General Pump Company.

**ATTACHMENT:**

A. Contract No. 1674(a)



**FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT BETWEEN  
THE CITY OF SAN FERNANDO AND GENERAL PUMP COMPANY  
FOR A DEEP WELL TURBINE PUMP FOR WELL 7A**

**THIS FIRST AMENDMENT** ("Amendment") to that certain April 16, 2012 "Construction Contract" (Contract No. 1674) executed by and between the **City of San Fernando**, a municipal corporation ("CITY") and **General Pump Company** ("CONTRACTOR") is made and entered into this 7<sup>th</sup> day of November 2016. For purposes of this Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR and the capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably.

**RECITALS**

**WHEREAS**, the CITY and CONTRACTOR have entered into that certain Contract for a Deep Well Turbine Pump for Well 7A dated April 16, 2012 (the "Master Contract"); and

**WHEREAS**, the total compensation for "Work of Improvement" in the Master Contract was initially One Hundred Eighty-One Thousand One Hundred Ninety-Six Dollars and Sixty-Four Cents (\$181,196.64); and

**WHEREAS**, the Parties desire to amend the Master Contract to increase the total amount of compensation.

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

1. Section II. (COMPENSATION), of the Master Contract is hereby amended as follows:

CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of TWO HUNDRED FIFTEEN THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS AND EIGHTY-SIX CENTS (\$215,356.86).

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

**WHEREAS**, the parties desire to amend the Agreement to extend the term of service to February 1, 2017;

**NOW THEREFORE**, the parties hereby mutually agree as follows:

1. The term of the Agreement is hereby extended to February 1, 2017.
-

**FIRST AMENDMENT**

**To the Construction Contract between the City of San Fernando and  
General Pump Company for a Deep Well Turbine Pump for Well 7A**

Page 2 of 2

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

**CITY OF SAN FERNANDO**

**GENERAL PUMP COMPANY**

By: \_\_\_\_\_  
Brian Saeki, City Manager

By: \_\_\_\_\_  
Name: Michael Bodart  
Title: Director of Engineering  
159 N. Arcadia Street  
San Dimas, CA 91773  
Phone: (909) 599-9606  
Fax: (909) 599-6238

**ATTEST**

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Rick R. Olivarez, City Attorney

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## AGENDA REPORT

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**To:** Mayor Robert C. Gonzales and Councilmembers

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

**Date:** November 7, 2016

**Subject:** Republic Services Update on Solid Waste Billing Process and Delinquent Account Notices to Property Owners

### **RECOMMENDATION:**

It is recommended that the City Council receive and file the status update on the solid waste billing process and delinquency notices to property owners.

### **BACKGROUND:**

Councilmember Ballin recently requested that a status update be provided by Republic Services related to solid waste billing notices and lien notices. The update (Attachment "A") was prepared by Republic Services' staff members and will be reviewed with the City Council.

### **ATTACHMENT:**

A. Presentation Slides

# LIEN PROCESS

San Fernando



# Step 1

- System will generate a friendly reminder to the account holder once the account falls behind 45 days.
- As letter is being sent to the account holder, there should not be any problem with our call center handling the calls. All callers should be able to receive information requested.
- See letter example below.



## 2nd Step

- When account falls behind 60 days, a letter will be generated to the property owner.
- Owner information is obtained through DataQuick Systems.
- Letters to property owners are sent out every 2 months starting in September of every year until we reach the lien period, May-August.
- Property owner letters are sent out with the collection department's phone number to better answer the lien questions. If the property owner happens to call our customer service center, the accounts have been flagged as "LIEN" to assist the call center in easily identifying the accounts in which we can release account information if the name of the caller does not match the account holder information.
- See example of property owner below.



12949 E. Telegraph Rd, Santa Fe Springs, CA 90670  
Telephone (562) 347-4000, Fax (562) 347-4092  
republicservices.com

June 6, 2016

«O\_NAME»  
«O\_ADD1» «O\_ADD2»  
«O\_CITY», «O\_STATE», «O\_ZIP»

PAST DUE NOTICE

Account: 902-«ACCT»  
Service Address: «S\_ADD1» «S\_ADD2» «S\_ADD3», «S\_CITY»  
Balance Due: \$«TOTAL»

Dear Customer,

The service address listed above has been identified as having an unpaid balance. This letter is a friendly reminder regarding the balance. Please bring the account current to avoid further collection action or additional charges that may be assessed against your property.

If your property is a rental, this letter may indicate that your tenant has a balance due for trash services. You may want to ask the tenant to bring the trash account current. The property owner may be held responsible for any unpaid trash service. In addition, unpaid balances may be placed on the property tax lien for the service location.

If you are a new property owner please fax or mail a copy of this letter including your escrow papers, grant deed and a phone number where you can be reached to (562) 347-4092 or 12949 Telegraph Rd, Santa Fe Springs, CA 90670.

If you have any questions regarding your account, please contact the Collection Department within the next Ten (10) days, by calling (562) 347-4016; or by mail to 12949 Telegraph Rd, Santa Fe Springs, CA 90670.

“Se Habla Español”

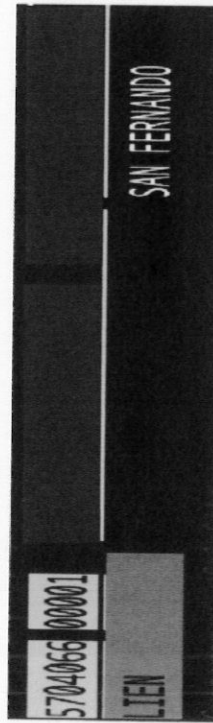
If you have already made arrangements for this balance to be paid, please disregard this notice.

Thank you for your prompt attention.  
Respectfully,  
Collection Department

For your convenience we now accept Visa, Master card, American Express, and checks over the phone.

# InfoPro System

- When the customer service representative enters the account or service address in the system, the flag will be displayed. See below.
- Example of A/R screen, open invoices.



|           |     |              |           |        |
|-----------|-----|--------------|-----------|--------|
| 4/25/2016 | IWV | 902006179630 | 4/26/2016 | 161.00 |
| 6/29/2016 | IWV | 902006294502 | 6/30/2016 | 163.75 |
| 8/25/2016 | IWV | 902006446464 | 8/26/2016 | 166.50 |

# Lien Period May-Aug

- In April, the municipal representative will assist in contacting the City to place us on the Agenda for liens.
- City is to provide a letter template to use for lien letters to property owner.
- Letter will be sent out to property owners notifying them of the due date for payment to avoid lien against their property.
- The collection department will provide updated reports to the City as needed.
- Typically, all hearings are held in the month of July and should be finalized no later than the 1<sup>st</sup> week of August.



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## AGENDA REPORT

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**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager

**Date:** November 7, 2016

**Subject:** Consideration of a Letter of Support for the San Fernando Community Health Center

### **RECOMMENDATION:**

It is recommended that the City Council approve a letter of support (Attachment "A") for the San Fernando Community Health Center.

### **BACKGROUND:**

The San Fernando Community Health Center (SFCHC) is currently in the process of applying for their continuation grant, for the period June 1, 2017 – May 30, 2020. SFCHC has asked that the City Council provide a letter of support as part of that grant process. The City Council has approved a similar letter of support for their original application in 2014 and also provided a letter of support for their Oral Health Services Expansion grant, which they received notice of award in early June 2016.

The continued support letter from the City of San Fernando and the City Council is for SFCHC's Federally Qualified Health Center status and the federal funding. SFCHC has received the support of many community-based organizations in the area, including Northeast Valley Health Corporation (one of the largest FQHC's in the country) and Providence Holy Cross Medical Center.

### **BUDGET IMPACT:**

There is no impact to the budget by approve the letter of support.

### **ATTACHMENT:**

A. Letter of Support

CITY COUNCIL

November 7, 2016

MAYOR  
ROBERT C. GONZALESAudrey Simons, CEO  
San Fernando Community Health CenterVICE MAYOR  
JOEL FAJARDO732 Mott Street  
San Fernando, CA 91340COUNCILMEMBER  
ANTONIO LOPEZ

SUBJECT: Service Area Competition (HRSA-17-055)

COUNCILMEMBER  
SYLVIA BALLIN

Dear Ms. Simons:

COUNCILMEMBER  
JAIME SOTO

On behalf of the City of San Fernando, we are writing to express our endorsement of San Fernando Community Health Center's Service Area Competition (SAC) application for the Project Period starting June 1, 2017 through May 31, 2020.

The City of San Fernando believes that because of the scarcity of resources for health services, it is imperative that we all work together to provide the highest quality of care within the most appropriate setting.

We are pleased to support San Fernando Community Health Center as a continued source of care for the most vulnerable populations of the San Fernando Valley. Los Angeles County's local healthcare safety net aims to increase access to primary care and reduce reliance on emergency departments at local hospitals. This local safety net is a loosely organized system of public and private health care providers that offer medical care and other enabling services to uninsured, underinsured, Medi-Cal and/or indigent patients. Despite the availability of these safety net providers, only 31 percent of low-income individuals within SFCHC's service area are receiving services at Section 330 licensed clinics. This means that 150,167 low-income individuals are un-served in SFCHC's service area and in need of a regular source of care. This low penetration rate speaks to the service shortage for a population that is mostly poor, immigrant, and uninsured or covered by Medi-Cal. With over 200,000 low-income individuals within this service area, capacity is far from being reached. Many are newly insured through Medicaid expansion or subsidized coverage in California's health insurance exchange.

Therefore, we are pleased to endorse SFCHC's SAC application under the Health Center Program authorized under Section 330 of the PHS Act, as we partner to meet the immense needs of our communities

117 MACNEIL STREET  
SAN FERNANDO  
CALIFORNIA  
91340

(818) 898-1201

WWW.SFCITY.ORG

**AUDREY SIMONS, SAN FERNANDO COMMUNITY HEALTH CENTER**

Service Area Competition (HRSA-17-055)

Page 2 of 2

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Sincerely,

Robert C. Gonzales  
Mayor

Joel Fajardo  
Vice Mayor

Antonio Lopez  
Councilmember

Sylvia Balin  
Councilmember

Jaime Soto  
Councilmember

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## AGENDA REPORT

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**To:** Mayor Robert C. Gonzales and Councilmembers

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

**Date:** November 7, 2016

**Subject:** Consideration to Approve the Purchase of Replacement Dispatch/ 9-1-1 Furniture

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve a Purchase Order with Russ Bassett Corporation for the purchase of:
  - i. Dispatch / 9-1-1 Console Furniture (Attachment "A"), in the amount of \$52,914.10,
  - ii. Installation of new console furniture (Attachment "B"), in the amount of \$7,500.00, which will be reimbursed from the State of California 9-1-1 Communication tax program,
- b. Approve a Purchase Order with AT&T for the removal, relocation and reinstallation of the three Vesta 9-1-1 positions, in the amount of \$6,120.00 (Attachment "C"). This will also be reimbursed from the State of California 9-1-1 Communication tax program; and
- c. Approve a Purchase Order with Bearcom/Advanced Electronics for the removal and reinstallation of Motorola Police Radio System and related equipment, in the amount of \$5,713.75 (Attachment "D"); and
- d. Authorize the City Manager to execute the Purchase Orders.

### **BACKGROUND:**

1. In 1967, the United States President's Commission on Law Enforcement and Administration of Justice recommended and established the three-digit telephone number "9-1-1" to be designated as the "Universal Emergency Number," for citizens throughout the United States to request emergency assistance. It is intended as a nationwide telephone number and gives the public fast and easy access to Public Safety Answering Point (PSAP).

**Consideration to Approve the Purchase of Replacement Dispatch/ 9-1-1 Furniture**Page 2 of 3

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2. In the early 1970's, AT&T began the development of sophisticated features for 9-1-1 with a pilot program in Alameda County, California, which is now used throughout California and the United States.
3. The Police Department receives annual funding, on a five year cycle, from the State of California for upgrades to the Department's three position Vesta 9-1-1 system.
4. State of California 9-1-1 Funds are available for this cycle in the amount of \$59,185.63, which must be used by November 13, 2016.
5. The State of California has contracted with Russ Bassett Corporation as part of the California Multiple Award Schedule (CMAS). This agreement allows the State of California to pay the majority of the funding directly to the vendor.
6. AT&T is the Police Department's current contractor for the 9-1-1 system. They will remove and reinstall the current 9-1-1 system for the new furniture, which will be funded and reimbursed by the State of California 9-1-1 Tax and CMAS.
7. Bearcom/Advanced Electronics will also remove and reinstall the police radio system, which will be funded/allocated in the Department's current Fiscal Year 2016-2017 budget.

**ANALYSIS:**

The Police Department elected to purchase the Russ Barrett Corporation Communication Console under the Cooperative Purchase Provision of the California Multiple Award Schedule (CMAS) Contract No. 4-08-71-0077C. Purchasing the Communication Console in this manner is in accordance with the City's Purchasing Ordinance, which authorizes cooperative purchasing through piggybacking. In accordance with the provisions of the Purchasing Ordinance, the Communication Console is being offered by the vendor at the same terms, conditions and price as described in the contract with CMAS.

**BUDGET IMPACT:**

Funding is provided in the State of California Multiple Award Schedule (Attachment "E") in the amount of \$59,185.63 Contract No. 4-08-71-0077. This is also included in the City's Fiscal Year 2016-17 Adopted Budget (9-1-1 Emergency Communications Grant Reimbursement accounts 010-3696-3449 (Revenue), 010-220-3449-4500 (Expenditure), and 001-222-0000-4260 (Contractual Services)).



**Consideration to Approve the Purchase of Replacement Dispatch/ 9-1-1 Furniture**Page 3 of 3

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**CONCLUSION:**

The Police Department needs to replace the Communication Console that houses the 9-1-1 system and other critical components that has exceeded its useful life. Staff recommends the City Council authorize the purchase of the new Communication Console.

**ATTACHMENTS:**

- A. Russ Bassett Corporation Proposal
- B. State of California TD-288 Reimbursement Form
- C. AT&T Work Order
- D. Bearcom/Advanced Electronics Work Order
- E. CMAS Contract No. 4-08-71-0077C



Dispatch Console Furniture Proposal for  
San Fernando Police Department



ATTACHMENT "A"

# Quotation



8189 Byron Road Whittier, CA 90606

Tel: 800.350.2445 Fax: 562.698.8972

www.russbassett.com

|                      |                              |                  |
|----------------------|------------------------------|------------------|
| <b>PROJECT #:</b>    | <b>DC-21018-01</b>           | <b>Option: 2</b> |
| <b>REVISION:</b>     | B/9.16.16                    |                  |
| <b>PROJECT NAME:</b> | San Fernando Police Dispatch |                  |

|                         |  |                                  |                                     |
|-------------------------|--|----------------------------------|-------------------------------------|
| <b>QUOTE DATE:</b>      | 9/16/2016                                  | <b>DESIENCE SALES EXECUTIVE:</b> | <b>Ava Rabago</b>                   |
| <b>EXPIRATION DATE:</b> | 3/15/2017                                  | <b>ADDRESS:</b>                  | 8189 Byron Rd<br>Whittier, CA 90606 |
| <b>CUSTOMER:</b>        | <b>San Fernando Police Department</b>      | <b>PHONE:</b>                    | (562) 505-4719                      |
| <b>CONTACT:</b>         | James Vanicek                              | <b>EMAIL:</b>                    | arabago@russbassett.com             |
| <b>ADDRESS:</b>         | 910 First Street<br>San Fernando, CA 91340 | <b>PROJECT COORDINATOR:</b>      | <b>Ashley Tirado</b>                |
| <b>PHONE:</b>           | 818.898-1267                               | <b>PHONE:</b>                    | (562) 945-2445 xt 3399              |
| <b>FAX:</b>             |  | <b>FAX:</b>                      | (562) 698-8972                      |
| <b>EMAIL:</b>           | jvanicek@sfcity.org                        | <b>EMAIL:</b>                    | atirado@russbassett.com             |

10483

| QTY            | PART NUMBER         | DESCRIPTION  | CONSOLE PRICE                     |
|----------------|---------------------|--|-----------------------------------|
| <b>AREA: 1</b> |                     |  | <b>AREA 1 TOTAL: \$ 41,474.06</b> |
| 2              | FSS-CS-72           | Flex Sit-Stand, 90° Corner, 72W, Single Lift                             |                                   |
| 1              | FSS-LS-96           | Flex Sit-Stand, Linear, 96W, Single Lift                                 |                                   |
| 3              | FSW-07-1842-EMT-SWN | Flex Wall, 07D, 18L x 42H, Empty Side A, Slatwall Side B                 |                                   |
| 4              | FSW-07-3042-EMT-EMT | Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B                    |                                   |
| 4              | FSW-07-4242-EMT-SSF | Flex Wall, 07D, 42L x 42H, Empty Side A, Sit-Stand Fabric Side B         |                                   |
| 1              | FSW-07-4242-EMT-SWN | Flex Wall, 07D, 42L x 42H, Empty Side A, Slatwall Side B                 |                                   |
| 1              | FSW-07-4242-EMT-SWR | Flex Wall, 07D, 42L x 42H, Empty Side A, Slatwall CO-R Side B            |                                   |
| 2              | FSW-07-4842-EMT-SSF | Flex Wall, 07D, 48L x 42H, Empty Side A, Sit-Stand Fabric Side B         |                                   |
| 3              | FBP-1842-VPS        | Flex Back Panel, 18W x 42H, Vented, Powder, Square                       |                                   |
| 4              | FBP-3042-VPS        | Flex Back Panel, 30W x 42H, Vented, Powder, Square                       |                                   |
| 6              | FBP-4242-VPS        | Flex Back Panel, 42W x 42H, Vented, Powder, Square                       |                                   |
| 2              | FBP-4842-VPS        | Flex Back Panel, 48W x 42H, Vented, Powder, Square                       |                                   |
| 3              | FTC-0718-V-S        | Flex Top Cap, 7D x 18W, Vented, Square                                   |                                   |
| 4              | FTC-0772-V-S        | Flex Top Cap, 7D x 72W, Vented, Square                                   |                                   |
| 1              | FTC-0784-V-S        | Flex Top Cap, 7D x 84W, Vented, Square                                   |                                   |
| 1              | FTC-0796-V-S        | Flex Top Cap, 7D x 96W, Vented, Square                                   |                                   |
| 3              | FEC-FH-0742-S       | Flex End Cap, Fixed Height, 7" Wall, 42"H, Square                        |                                   |
| 1              | FEC-ASC-0742-R-S    | Flex Right End Cap, Corner, Single Lift Sit-Stand, 7" Wall, 42"H, Square |                                   |
| 2              | FCC-07L-9042-EPS    | Flex Corner Connector, 7D, 90° L-Type, 42H, Exterior, Powder, Square     |                                   |
| 2              | FPP-3618-BCL-S-N    | Flex Drawer Pedestal, 36D x 18W, Box/Closed, Left Swing, Square, No Lock |                                   |
| 1              | FPT-361828-LD-S-N-S | Flex Technology Pedestal, 36D x 18W x 28H, Left Swing, Square, No Lock   |                                   |
| 1              | FPD-3624-BBF-S-N    | Flex Drawer Pedestal, 36D x 24W, Box/Box/File, Square, No Lock           |                                   |
| 1              | FPD-3624-FF-S-N     | Flex Drawer Pedestal, 36D x 24W, File/File, Square, No Lock              |                                   |
| 1              | FPC-3636-PD-S-N     | Flex Closed Storage Pedestal, 36D x 36W, Pair of Doors, Square, No Lock  |                                   |
| 3              | FWS-FRE-3618-E      | Work Surface, Rectangle, 36D x 18L, Endure                               |                                   |
| 2              | FWS-SCS-3672-P-E    | Work Surface, 90° Corner Sit-Stand, Single Lift, 36D x 72L, PES, Endure  |                                   |
| 1              | FWS-FRE-3684-E      | Work Surface, Rectangle, 36D x 84L, Endure                               |                                   |
| 1              | FWS-SLS-3696-P-E    | Work Surface, Linear Sit-Stand, Single Lift, 36D x 96L, PES, Endure      |                                   |

# Quotation



8189 Byron Road Whittier, CA 90606  
 Tel: 800.350.2445 Fax: 562.698.8972  
 www.russbassett.com

|   |                  |
|---|------------------|
| <b>PROJECT #:</b> DC-21018-01                     | <b>Option:</b> 2 |
| <b>REVISION:</b> B/9.16.16                        |                  |
| <b>PROJECT NAME:</b> San Fernando Police Dispatch |                  |

| QTY | PART NUMBER         | DESCRIPTION  | CONSOLE PRICE |
|-----|---------------------|--|---------------|
| 2   | FCF-42-T-SSF        | Flex Sit-Stand Corner Filler, 42H, Tech Storage, Fabric                |               |
| 3   | WAC-CO-1P2U4D       | Convenience Outlet Plate, 1 Power Outlet, 2 USB Power, 4 Data Ports    |               |
| 1   | WAC-CO-2P4D         | Convenience Outlet Plate, 2 Power Outlets, 4 Data Ports                |               |
| 3   | WAC-DTB-14          | 14 Port Data Termination Bracket, Universal                            |               |
| 6   | WAC-PAN-0718        | 7" PC Pan for 7" Wall, 18" Long  |               |
| 9   | DAC-MA-11-SW-75E-HD | Monitor Arm, Fully Articulating, 1 Over 1, Weight Range 10-40 lbs      |               |
| 4   | DAC-MA-01-SW-S      | Fully Articulating Monitor Arm - Weight Range 5-16 lbs                 |               |
| 3   | DAC-LED-DA-SW       | Dimmable LED Task Light - Double Arm, Slatwall Mount                   |               |
| 3   | DAC-SL1-R           | Slatwall mounted Status Indicator Light - Red                          |               |
| 3   | DAC-HSC             | Desktop Mounted Handset Cradle   |               |
| 20  | DAC-CO-USB          | USB Keystone - Coupler (Includes 15' Extension)                        |               |
| 6   | WAC-JBOX-BRKT       | Quad J-Box Mounting Bracket  |               |
| 1   | WAC-PSTRIP-H-15     | Power Strip, 15 Amp, 7 Outlet, With Horizontal Trough Mounting Bracket |               |
| 1   | WAC-PSTRIP-V-15     | Power Strip, 15 Amp, 7 Outlet, With Vertical Wall Mounting Bracket     |               |

9/19/16: Dismantle and ambient lighting removed. Power strip for linear sit-stand added. 3 J-box brackets removed.

**Installation Cost Includes:**

- Two Phase Live-cut over delivery and Install in a total of two trips.

CMAS Contract #: 4-08-71-0077C; Contract term is 8/27/13 - 7/31/18.

Prices shown herein are Net (California Multiple Award Discount Deducted) unless stated otherwise.

\* Denotes off-contract item / open market

**On Contract Product Total:** \$ 41,474.06  
 On-Contract Product Sales/Use Tax (9.5%): \$ 3,940.04  
**On Contract Total Cost:** \$ 45,414.10

**\* Off Contract Product Total:**  
 Off-Contract Product Sales/Use Tax (9.5%):  
 Prevailing Wage Delivery and Installation Services: \$ 7,500.00

**Off-Contract Total Cost:** \$ 7,500.00

**Total Due:** \$ 52,914.10

# Quotation



8189 Byron Road Whittier, CA 90606

Tel: 800.350.2445 Fax: 562.698.8972

www.russbassett.com

|   |                  |
|---|------------------|
| <b>PROJECT #:</b> DC-21018-01                     | <b>Option:</b> 2 |
| <b>REVISION:</b> B/9.16.16                        |                  |
| <b>PROJECT NAME:</b> San Fernando Police Dispatch |                  |

## Drawings

Any drawing submitted to the Client under this Quotation must be signed-off as "approved for manufacture" and returned with applicable purchase order. Drawing REVISION level must match Quote REVISION level.

## Delivery & Installation

A signed, completed delivery and installation checklist and purchase order is required to prevent any issues at time of delivery and installation. Any unique requirements encountered at time of delivery and installation not covered on the installation checklist will be invoiced at cost in addition to the charges quoted herein.

Russ Bassett ships your products using our "Safe Ship" program. The program simply states that we guarantee your products will arrive damage free anywhere in the 48 contiguous United States. If damage should occur, notify customer service and Russ Bassett will rush a replacement part or unit and pick up the damaged product.

Due to the custom nature of our products, Russ Bassett recommends using only Certified Russ Bassett Installers.

## Purchase Order

**Send to:** Russ Bassett Corporation  
Attn: Customer Service  
8189 Byron Road  
Whittier, CA 90606

**Fax to:** (562) 698-8972

Purchase orders must include the following information to process with Russ Bassett:  
Sold to, Ship to, Order Date, Requested Delivery/Install Date, PO Number, Quantity, Full Model Numbers & Total.

All purchase orders must also accompany the following documents to be considered a complete order:  
Signed drawing noting console and work surface colors and/or cabinet color, signed quotation, & installation checklist.

Quote is Valid for 90 days from date of issue; and, may only be extended in writing by Russ Bassett.

## Payment Terms

Net 30 days after shipment invoice date.

# Quotation



8189 Byron Road Whittier, CA 90606  
Tel: 800.350.2445 Fax: 562.698.8972  
www.russbassett.com

|   |                  |
|---|------------------|
| <b>PROJECT #:</b> DC-21018-01                     | <b>Option:</b> 2 |
| <b>REVISION:</b> B/9.16.16                        |                  |
| <b>PROJECT NAME:</b> San Fernando Police Dispatch |                  |

## Lead-time

For the products covered under this proposal is eight (8) to ten (10) weeks AAO (After Acceptance of Order).

Incomplete Purchase Orders may delay the ship date; actual date will be confirmed on written Order Acknowledgement.

## Warranty

Russ Bassett Corporation warrants to the original customer that all Desience manufactured products as quoted or proposed will be free from defects in materials and workmanship for the following warranty period:

1. Limited Lifetime Warranty for Russ Bassett Corporation manufactured Desience products.
2. Limited Term Warranty for all Russ Bassett Corporation non-manufactured products or components that are added or integrated into a Russ Bassett Corporation manufactured product shall be warranted as outlined in the original manufacture's warranty.

If a Performance Bond is required for this project, the warranty covered by the Performance Bond is limited as follows: 'Notwithstanding anything stated in the contract, purchase order, or specifications, the bond only covers a 1 year parts and labor warranty. Any additional warranty will not be the responsibility of the Surety and will be the sole responsibility of Russ Bassett'.

## Cancellation Policy

Any cancellation requests must be submitted in writing and approved by an officer of Russ Bassett. Upon acceptance of canceled order, a cancellation charge of 25% of the contract amount will be incurred over and above the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses also incurred by Russ Bassett.

## Acceptance Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name of Authorized Signature

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
P.O. Number

\_\_\_\_\_  
Date of Authorization

---

The budget is meant to provide you with an estimated not-to-exceed (NTE) amount for the project. Included in the budgetary estimate are the necessary elements for a successful project per our conversations to date. These include turnkey design, project management, console materials, dismantle for reuse of the existing dispatch consoles, freight and installation services. Dismantled consoles will be left on pallets, on-site where designated. Pallets provided by installers. Work scope ours are quoted as 7:300 am to 4:00 m Monday through Friday. Rates quoted are prevailing wage.

The budget excludes source electrical and communications cabling, anchoring, grounding (if applicable), floor coring, handling of existing technology, extended monitor cables and monitor mounting.

Russ Bassett is an industry leading designer and manufacturer of the highest quality consoles for mission critical environments. We are a financially stable company that has consistently delivered positive results for our clients for 55 years. We have proven expertise and experience in the layout, design manufacture and installation of mission critical console systems. Based on our successful similar work for Airline Operational Control Centers, Public Safety Communications Agencies, Energy Utilities and Military/Government Agencies you can trust us to do a great job for the City of San Fernando. A partial listing of our Southern California Installations is included in this proposal.

Our goal is that every Russ Bassett client has an excellent experience working with us from project inception through successful project installation, and in the long run as we provide ongoing service and support. Our references will attest that we will not only meet your expectations, we will exceed them. We will bring drive, integrity, attention to detail, and excellent service to your team during every stage of the project. We will work to deliver a best-in-class solution on-time and on-budget.

Please don't hesitate to contact me with any questions or concerns at (602) 380-6322 or [arabago@russbassett.com](mailto:arabago@russbassett.com).

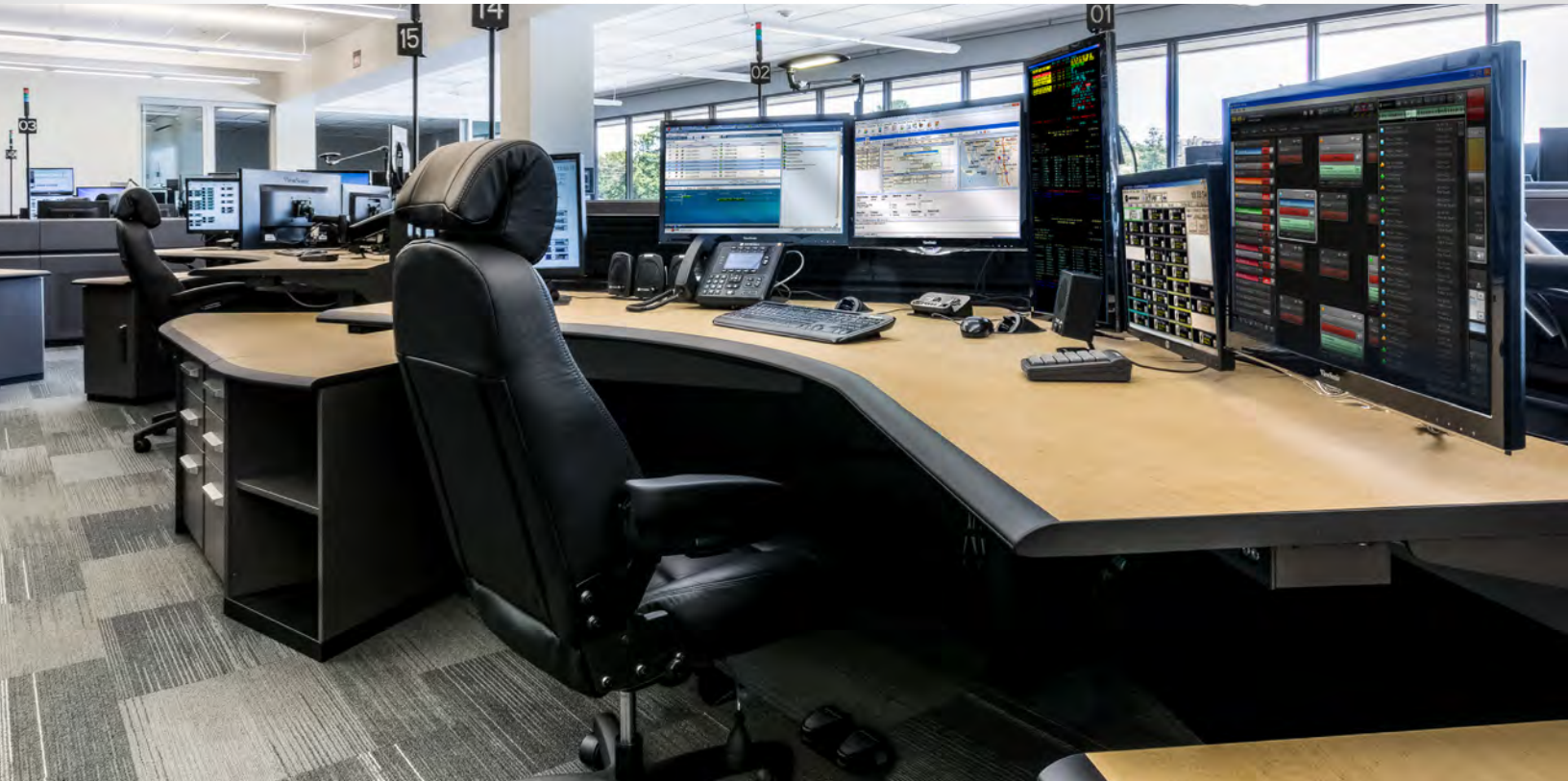
Respectfully,



Ava Rabago  
Desience Sales Executive  
(562) 505-4719

# CALIFORNIA INSTALLATIONS

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*“...I would like to thank the entire Russ Bassett team for their leadership and design innovation...”*

LEE ANN MAGOSKI  
Marin County Sheriff's Office

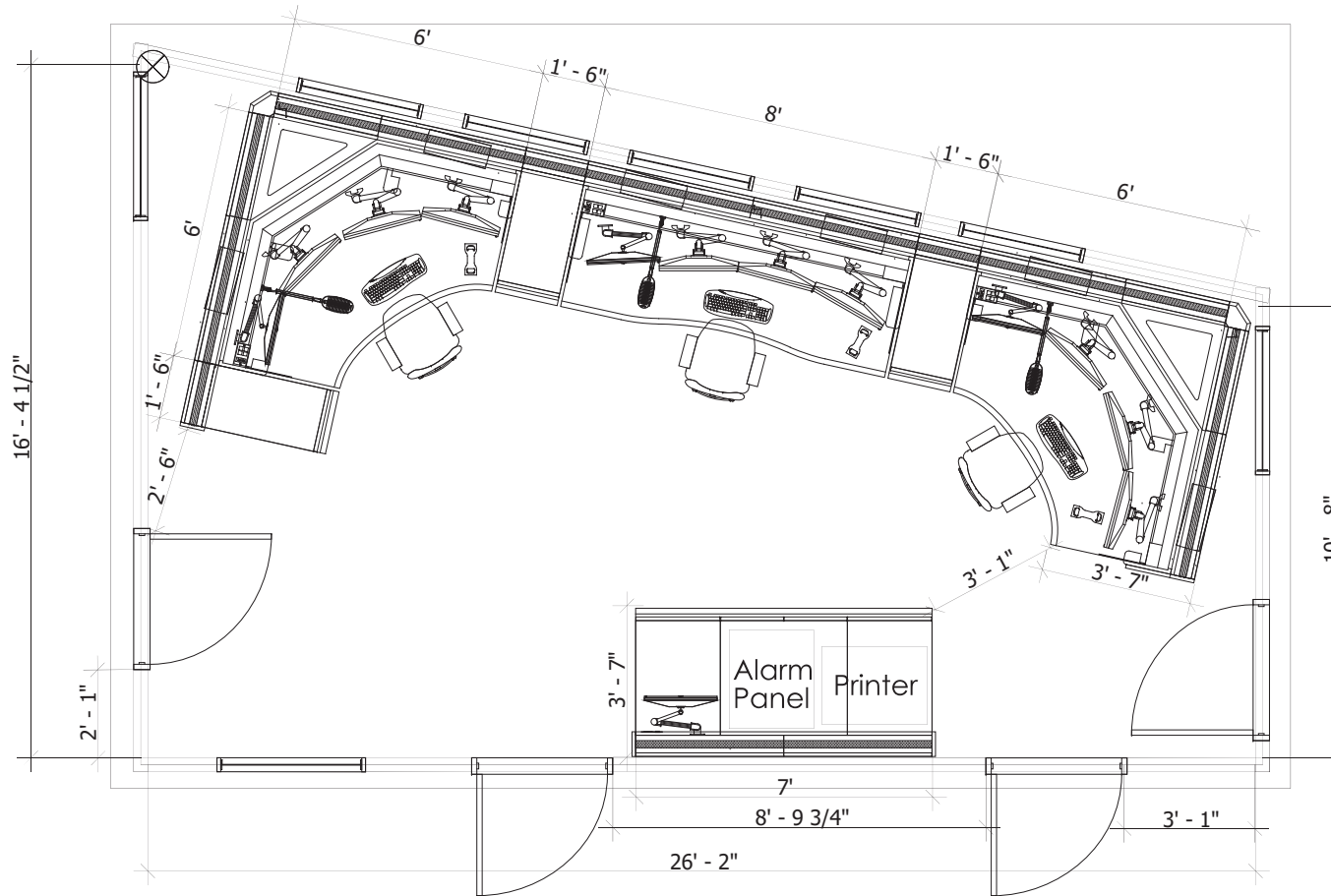




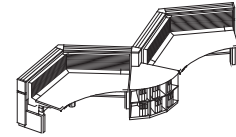
## CALIFORNIA INSTALLATIONS

- Alhambra Police Department
- Anaheim Police Department
- Azusa Police Department
- Baldwin Park Police Department
- Beaumont Police Department
- Bell Police Department
- Brea Police Department
- Burbank Police Department
- Cathedral City Police Department
- Chino Police Department
- Clovis Police Department
- Covina Police Department
- CSULA Police Department
- Disneyland Security Communications Center
- El Cajon Police Department
- Escondido Police Department
- Fullerton Police Department
- Heartland Fire Communications
- Hemet Police Department
- Huntington Beach Police Department
- Indio Police Department
- Irwindale Police Department
- Jet Propulsion Laboratory Dispatch
- La Habra Police Department
- La Mesa Police Department
- Laguna Beach Police Department
- Los Angeles County Fire Department
- Los Gatos Police Department
- Marin County Sheriff's Office
- Menlo Park Police Department
- Metro Cities Fire Authority
- Mono County Sheriff's Office
- Mt. Shasta Police Department (*Installing in 2016*)
- Newport Beach Police Department
- Newport Beach Police Records
- Novato Police Department
- Oceanside Police Department
- Orange Police Department
- Pasadena Police Department
- PG&E
- Placentia Police Department
- Pomona Police Department
- Port of Long Beach Harbor Patrol
- Reedley Police Department
- Riverside Police Department
- Saddleback Community College Police
- San Bernardino Sheriff
- San Diego Police Department
- San Diego Sheriff's Department
- San Luis Obispo Police Department
- Santa Clara County (*Installing in 2016*)
- Sebastopol Police Department (*Installing in 2016*)
- Selma Police Department
- Sierra Madre Police Department
- Signal Hill Police Department
- South Bay Regional Pubic Communications Authority
- Torrance Police Department
- Tustin Police Department
- University of Irvine Police Department
- Vallejo Police Department
- Ventura Police Department
- Verdugo Fire Department
- Weed Police Department
- Westminster Police Department
- Whittier Police Department
- Yreka Police Department

# *Drawings*



desience



Russbassett

8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

SAE: Ava Rabago

DESIGNER: XX

| REVISIONS |      |             |    |
|-----------|------|-------------|----|
| REV       | DATE | DESCRIPTION | BY |
|           |      |             |    |
|           |      |             |    |
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CUSTOMER: San Fernando PD

PROJECT ADDRESS: 910 First Street  
San Fernando, 91340

PROJECT NAME: Dispatch

DRAWING # DC-21018-01

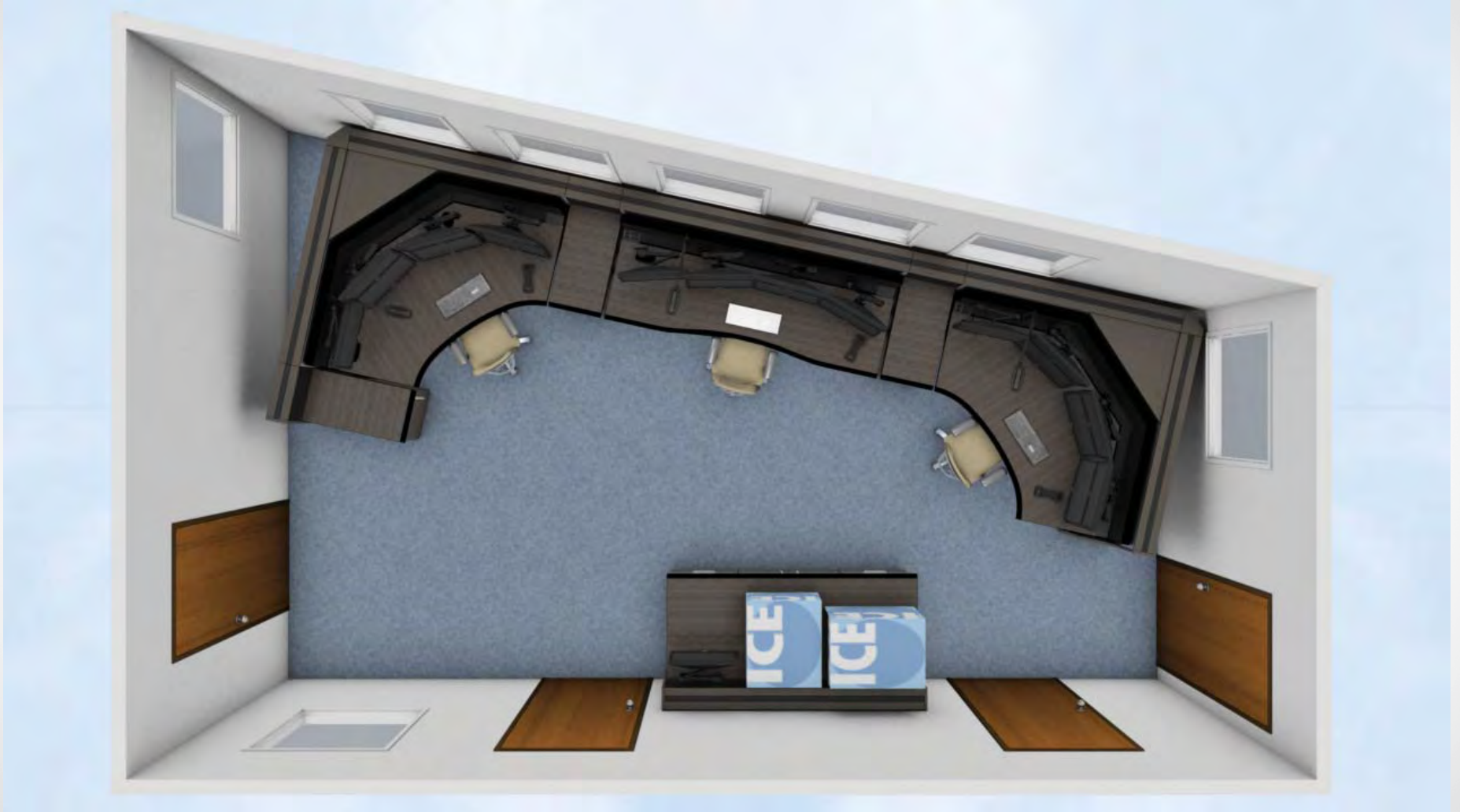
FINAL APPROVAL BY:

SHEET DESCRIPTION: PLAN VIEW

SCALE: NONE

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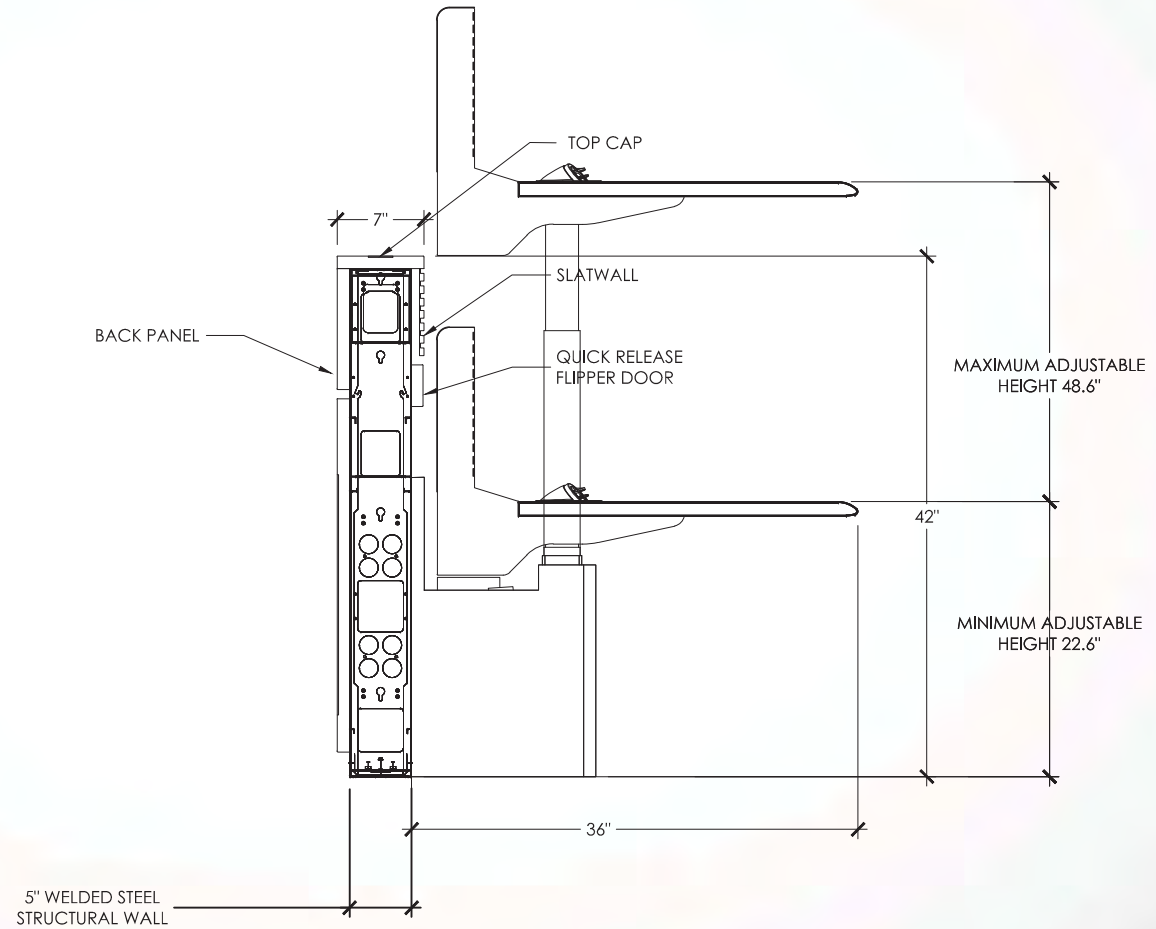
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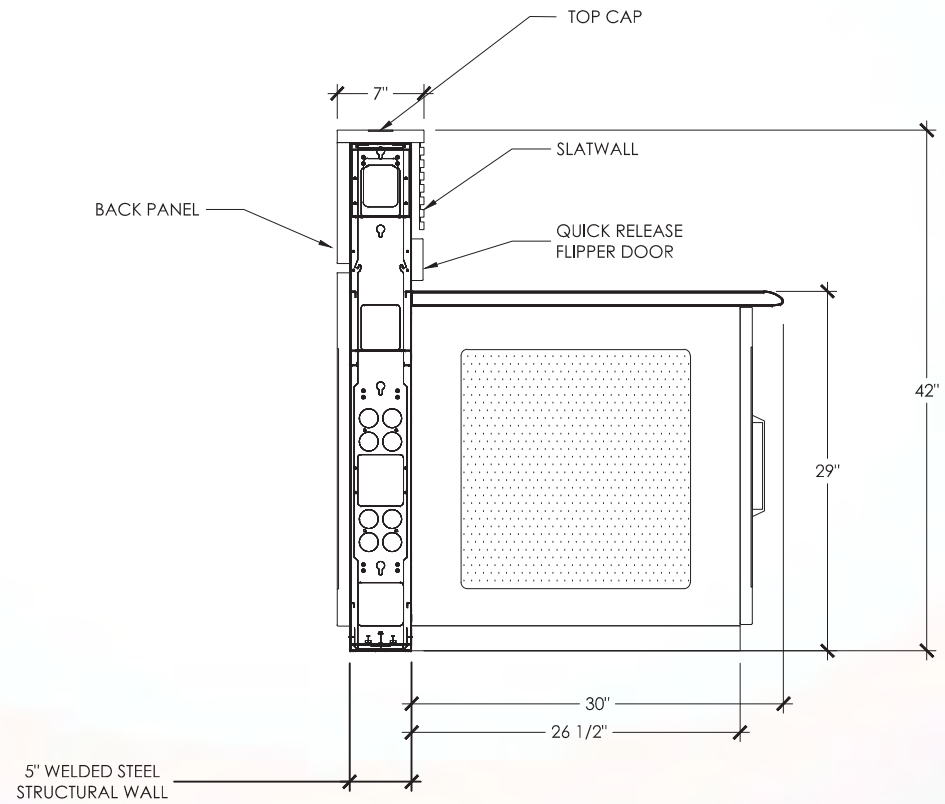




# 7" FLEX WALL SIDE ELEVATION

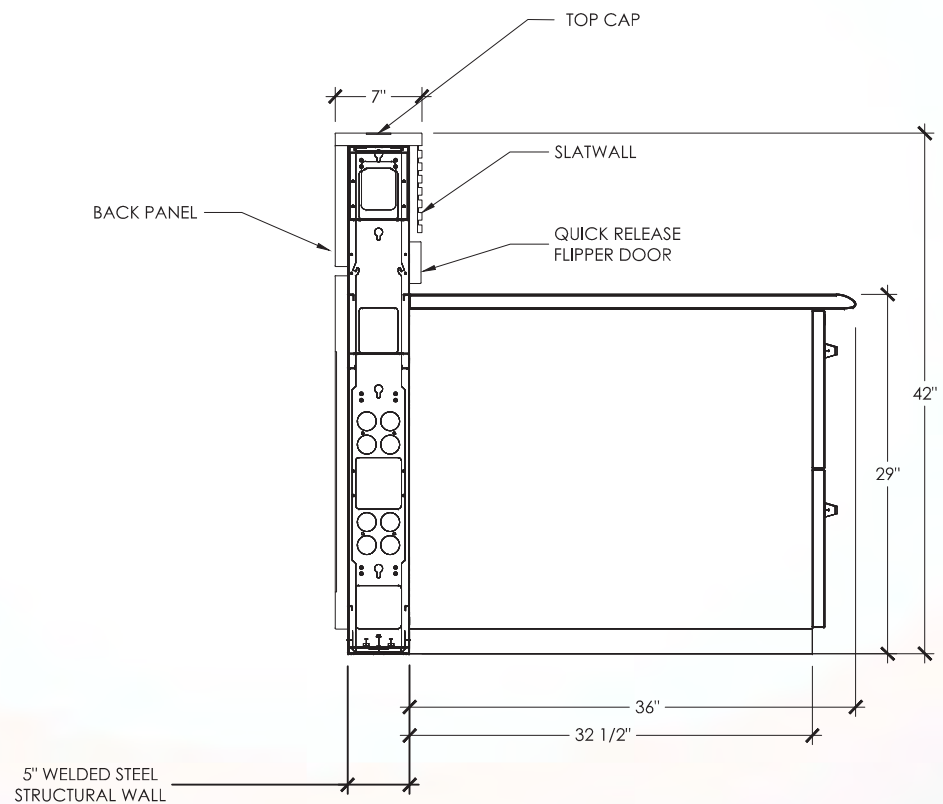


# 7" FLEX WALL SIDE ELEVATION

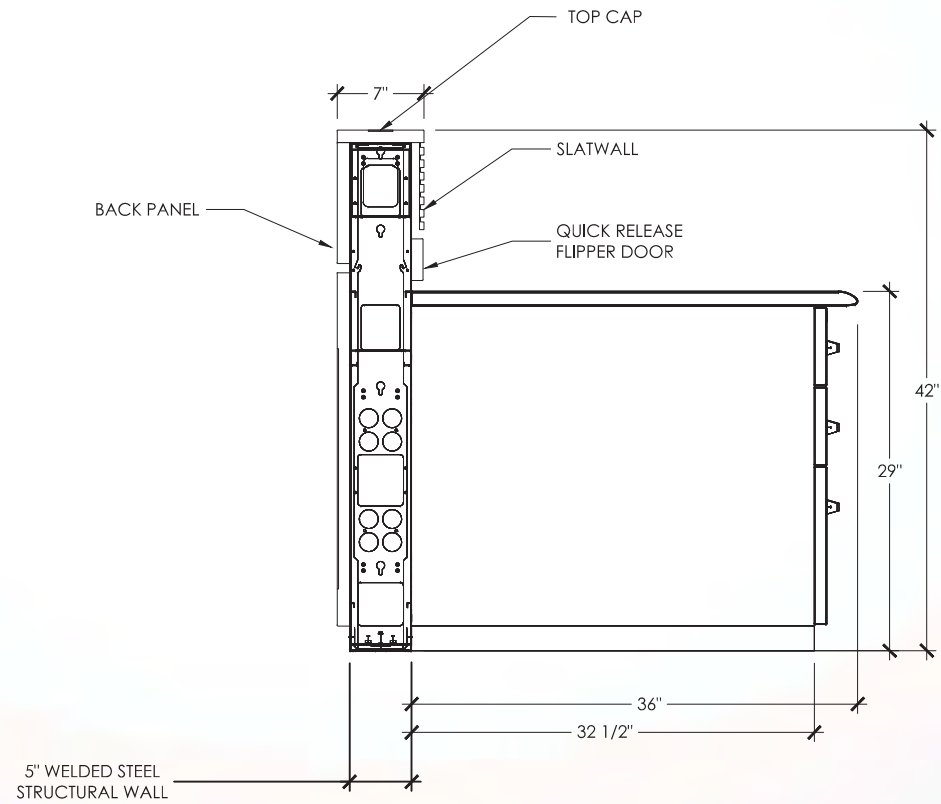








# 7" FLEX WALL SIDE ELEVATION



# 7" FLEX WALL SIDE ELEVATION



**\*CONVENIENCE OUTLET PLATES SOLD SEPERATELY**

-  BLANK
-  2 POWER / 4 DATA
-  1 POWER / 2 PWR USB / 4 DATA
-  6 DATA (EXPOSED)

Sit-stand consoles come equipped to accommodate multiple power and data solutions. There are power strips included in the trough for monitors and other equipment, and the center trough area also includes 16 open voice/data keystone ports that are hidden under a flipper door for permanent connections such as keyboards, mice, phones, etc. Indicate in each window which keystones you would like included in each port, if any. They are identified by number. Any ports left blank will be an open port for future expansion.

The sit-stand also includes Convenience Outlet accommodations on the left and right sides that are exposed for quick operator access. These are for temporary connections such as chargers or headphones. For these areas, first specify which plate you would like to order, then indicate what keystones, if any, you would like included with each plate. Any ports left blank will receive a blank plate to cover the port.

**DATA KEYSTONES (SOLD SEPERATELY)**



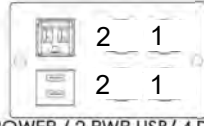

- (1)  - BLANK
- (2)  - USB W/ 15' EXT
- (3)  - USB POWER ONLY
- (4)  - RJ-45 COUPLER
- (5)  - RJ-45 TERMINATED
- (6)  - RJ-11 COUPLER
- (7)  - 3.5 MM W/ 15' EXT

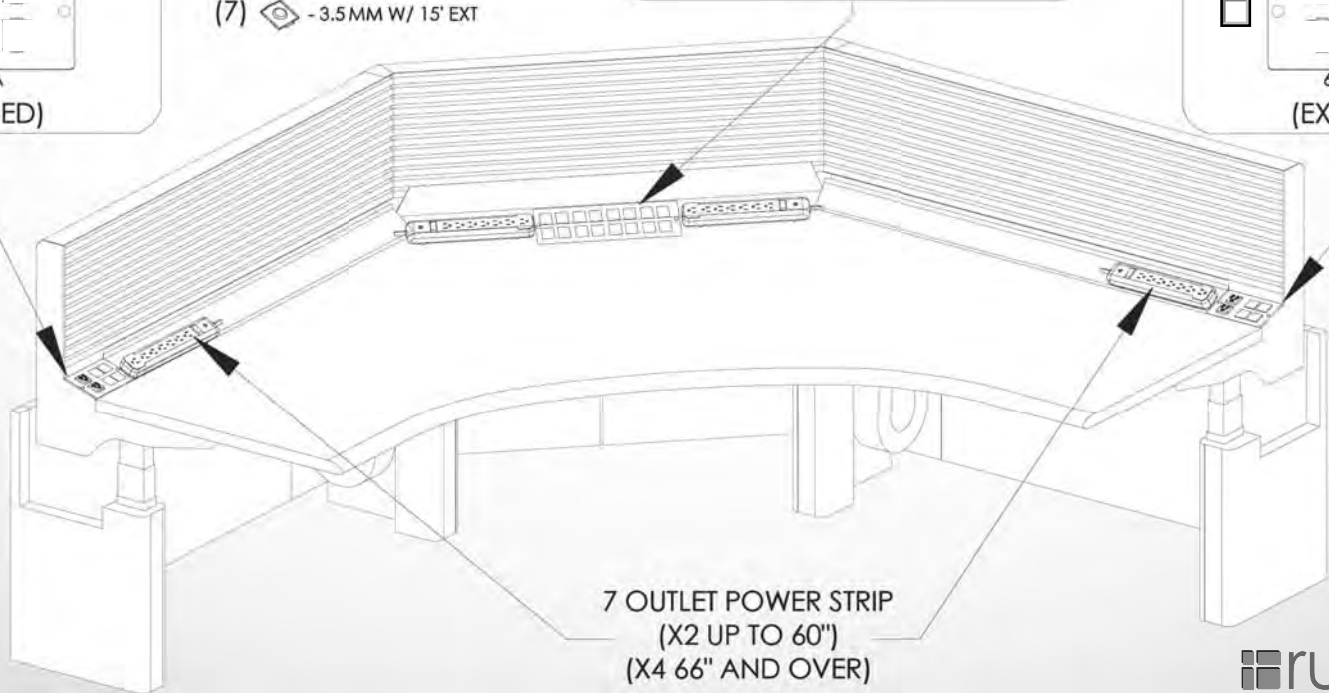
IN-TROUGH DATA CUTLETS W/ (16) OPEN VOICE/DATA PORTS

|   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|
| 1 | 1 | 1 | 2 | 2 | 1 | 1 | 1 |
| 1 | 1 | 1 | 2 | 2 | 1 | 1 | 1 |

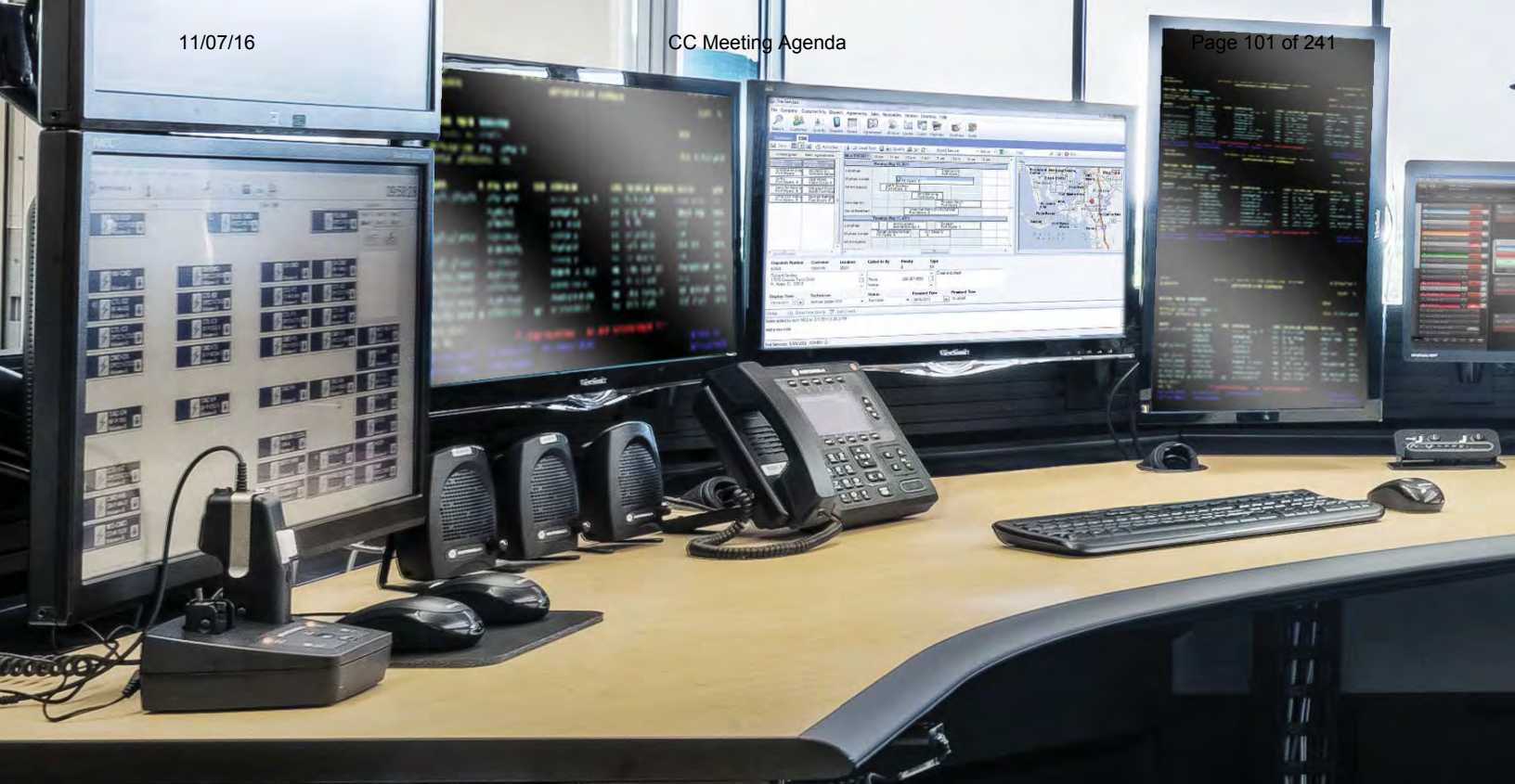
(HIDDEN)

**\*CONVENIENCE OUTLET PLATES SOLD SEPERATELY**

-  BLANK
-  2 POWER / 4 DATA
-  1 POWER / 2 PWR USB / 4 DATA
-  6 DATA (EXPOSED)



*Brochure*  
*Cut Sheets*  
*Com Integration*  
*Warranty*  
*Product Specifications*



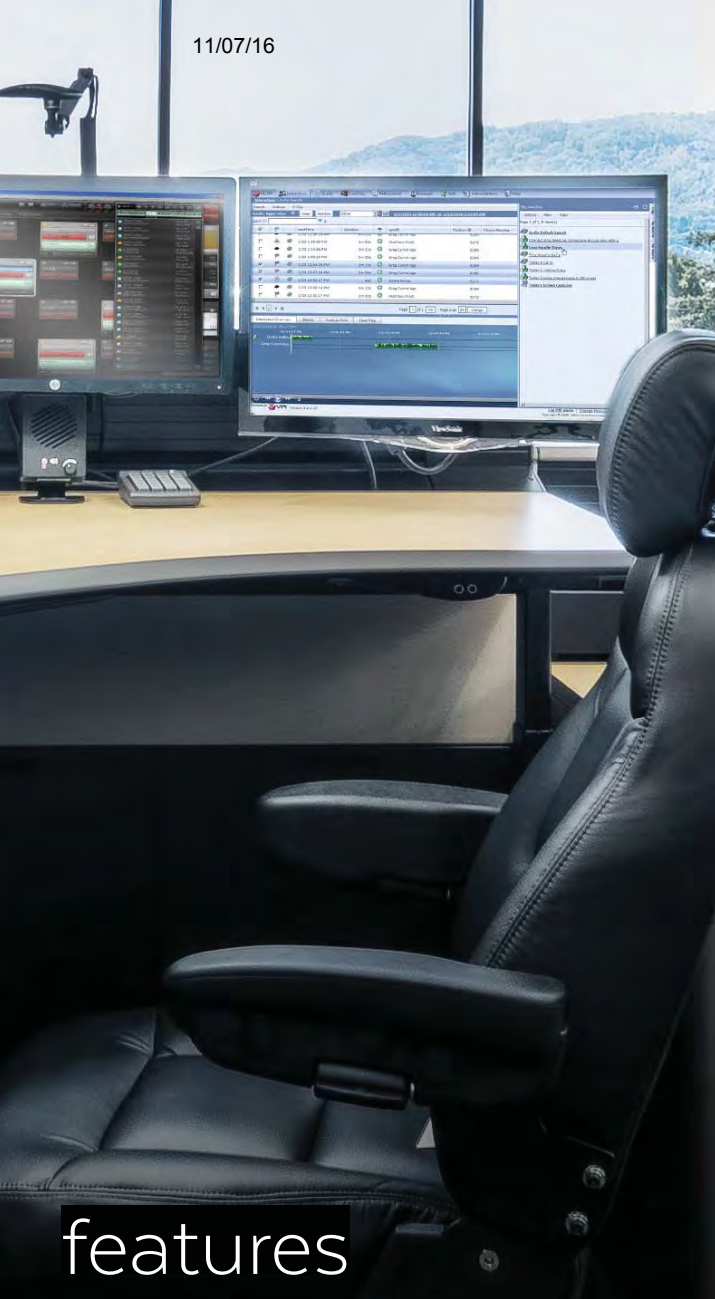
# flex consoles

For 55 years, Russ Bassett has built a solid reputation designing and manufacturing high quality, innovative products for demanding mission critical environments.

Trusted in 9-1-1 call center environments, we deliver mission critical solutions involving technology integration, space utilization and user interface.

Russ Bassett offers a full service approach from project inception through successful project completion. We are experts in critical space.

The Russ Bassett Flex product platform features an ergonomic and modular design that makes it the ideal dispatch console furniture solution for all public safety environments.



# features

- MODULAR ERGONOMIC DESIGN
- UNPARALLELED STRUCTURAL INTEGRITY
- HEIGHT ADJUSTABLE
- ANTI-COLLISION TECHNOLOGY
- SINGLE & DUAL MONITOR MOUNTS
- INTEGRATED PERSONAL COMFORT SYSTEM
- STRUCTURAL TECHNOLOGY WALL
- UNLIMITED CONFIGURATION OPTIONS
- SINGLE & DUAL WORKSURFACES
- INTEGRATED PERSONAL STORAGE
- LARGE SCREEN MONITOR OPTIONS
- TECHNOLOGY INTEGRATION
- MULTIPLE FINISHING OPTIONS
- ANSI/BIFMA CERTIFIED



monitor display solutions



cable management



convenience power & data



equipment storage



single worksurface



dual worksurface



steel construction



customization options

# CONFIGURATIONS

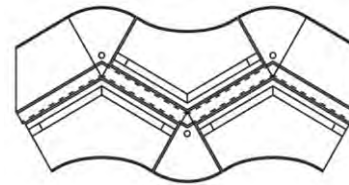
Our Flex Consoles are available in multiple sizes and configurations to meet a variety of mission critical applications, personnel and technology requirements, and room sizes. Double-sided and cluster configurations share structural walls, which reduces floor space requirements and cost.

## SINGLE-SIDED

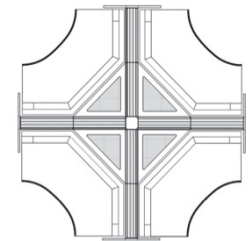
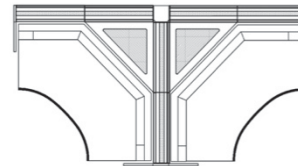
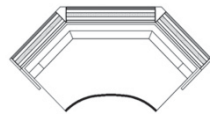
## DOUBLE-SIDED

## CLUSTER

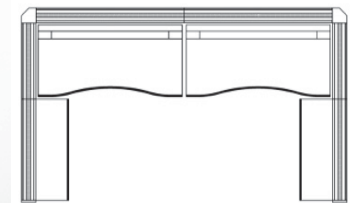
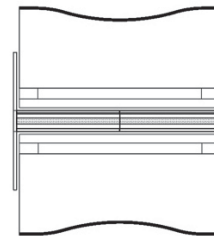
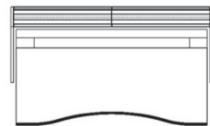
### 120° CORNERS



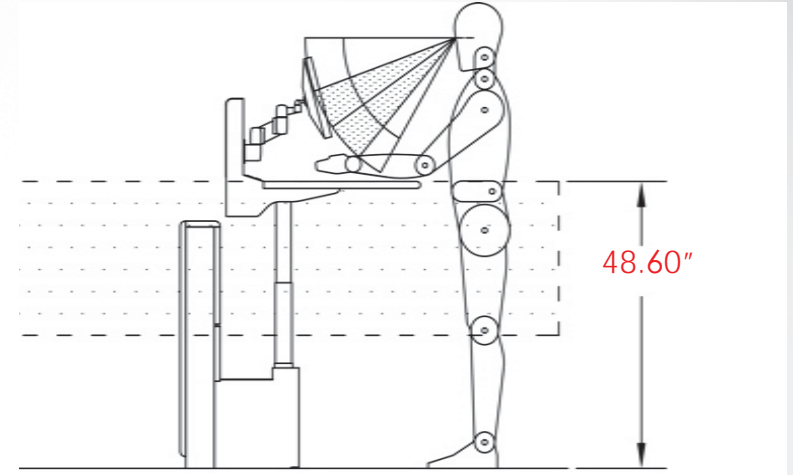
### 90° CORNERS



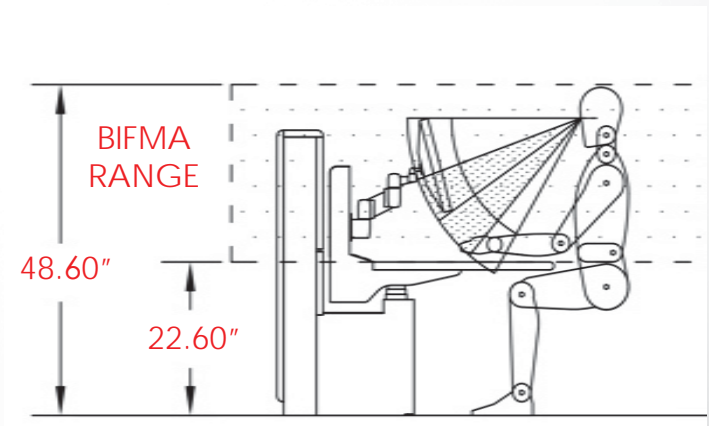
### LINEAR CONSOLES



# HEIGHT ADJUSTABLE



95<sup>th</sup> MALE STANDING



5<sup>th</sup> FEMALE SITTING



# SYSTEM DESIGN

Our highly skilled team focuses on creating room design layouts and console configurations based on industry expertise and your people, space, technology and workflow requirements.

## KEY ELEMENTS

- space planning
- operational requirements
- contingency & growth planning
- traffic flow patterns
- health, safety & performance
- conceptual drawing/renderings
- console design & placement



# PROJECT MANAGEMENT

To ensure seamless execution of your project, we assign a dedicated Russ Bassett Account Executive and Project Manager to work with you from initial design phase through successful console system installation.

## KEY FEATURES

- establish project timelines
- participate in project meetings
- monitor project progress
- work in close coordination with architectural, design & construction firms, and data/electrical/technology providers to ensure project completion on time and on budget
- schedule consoles transportation, delivery and installation



# SYSTEM INSTALLATION

Russ Bassett's professional installation teams are experienced to properly install Desience Consoles based on the unique requirements of the 24/7 mission critical work environment. Prior to console shipment, a Delivery and Installation Check List is completed to ensure sight specific details are properly communicated and documented. Russ Bassett takes pride in a job well done and sharing our satisfied customer Installation Surveys with other prospective customers is a testament to our objective of creating showplace work environments.

## KEY FEATURES

- delivery & installation check list
- fully assemble & stage console configurations prior to product shipment
- specialized packaging & transportation carriers
- Russ Bassett certified trained installers
- on-site operator system training
- installation survey
- console user guide



# CONSOLE FEATURES

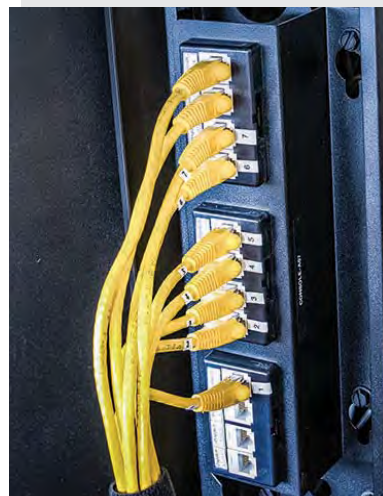
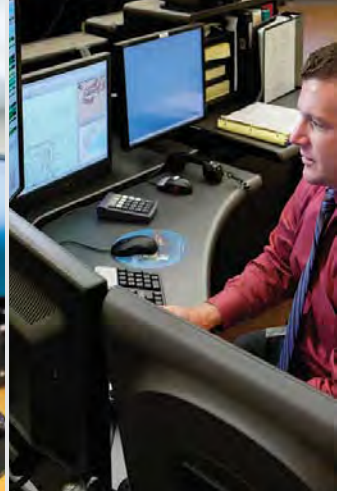
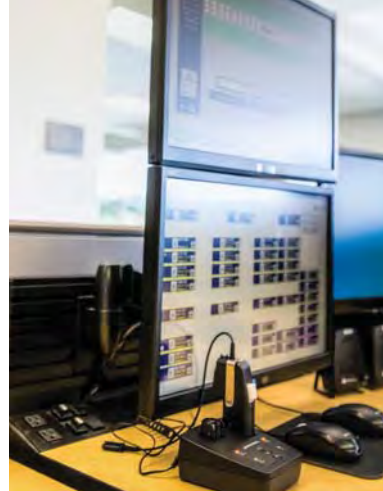
Russ Bassett's consoles incorporate several unique design features that are the result of extensive industry research and customer feedback.

The ergonomic and modular design make Russ Bassett's consoles the ideal solution to meet the varied requirements of both personnel and technology in a multitude of mission critical work environments.

Russ Bassett's consoles offer advanced ergonomics, unmatched structural integrity, advanced technology integration and customization options.

## KEY FEATURES

- modular ergonomic design
- unparalleled structural integrity
- height-adjustable work surfaces
- technology integration
- customization options
- monitor display solutions
- anti-collision technology
- unlimited configuration options





## CONSOLE ACCESSORIES

# AMBIENT LIGHTING

Ambient Lighting is designed to relieve eye strain and increase image clarity during long periods in front of bright monitors in dimly lit rooms. In environments where light levels are kept low providing users a comfortable and relaxing environment, this ambient lighting reduces eye strain, fatigue and headaches as users eyes transition from the dark room to a brightly lit screen. The constant dilatation and contraction of the user pupils throughout long shifts causes this eye fatigue. Adding Ambient Lighting to your consoles helps reduce this fatigue by providing enough ambient light in the viewing area that your pupils do not have to dilate as far. The Russ Bassett Ambient Lighting Kit is controlled with a desktop dimmer allowing users to dial in their preferred lighting level at their workstation.

### Benefits:

- Reduces eye strain and viewing fatigue
- Improved color definition
- Perception of contrast improves making black levels appear richer
- Helps reduce screen reflections and glare from traditional overhead lighting
- Provides ambient light within the room allowing for easier movement and tasks

# CONSOLE ACCESSORIES LED TASK LIGHT

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## CONSOLE ACCESSORIES

# LED TASK LIGHT

The Russ Bassett LED task light gives each user control of his or her lighting in their immediate work environment. Our ability to see differs from person to person, and within ourselves based on our task at hand or if we are tired or sick. In addition, if there are windows in the room the light levels of the room can change dramatically throughout the day affecting the lighting requirements at each workstation. The slatwall mounted double arm LED task light allows each user to control the light level at their workstation for optimal comfort reducing eye strain and fatigue. The LED task light can be positioned, dimmed or brightened based on how much light is needed and the best position to avoid direct glare and reflections.

### Benefits:

- Dimmable LED Light - 3 level dimmer located on the light head
- Double extension counterbalanced arm
- Slatwall mounted to save valuable work surface space
- Light head has 2 axis of rotation (vertical and horizontal axis)
- Light head can rotate 90° to arm
- Task light folds out of the way when not in use.
- Refractive lens to eliminate light pooling and multiple shadows caused by multiple LED light strips
- Energy Star Compliant

### Specifications:

- Color Temperature 3800K
- LED Life Span - 50,000 hours at full power
- Electrical Input Power:
  - High - 11 Watts
  - Medium - 5.8 Watts
  - Low - 1.5 Watts

# CONSOLE REFERENCE GUIDE ELECTRICAL AND COMMUNICATIONS INTEGRATION

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## SOURCE ELECTRICAL INTEGRATION OVERVIEW

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### **FACILITY POWER:**

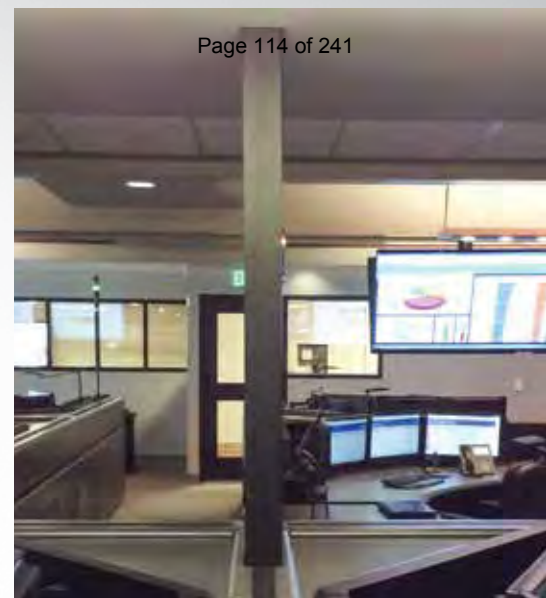
Source electrical can enter the console furniture in three (3) ways: from the floor, wall, or ceiling. It is most common for the electrical to enter into the console furniture in conduit, through floor cores. Conduit(s) carrying multiple utility and/or UPS circuits are then mounted inside of the furniture to the structural wall frame. Floor coring and source electrical are not provided by Russ Bassett. You will want to coordinate with your team to determine the appropriate source electrical design. We can help guide you through the process.



from the floor



from the wall



from the ceiling

### **RUSS BASSETT CONSOLE ELECTRICAL REQUIREMENTS:**

Russ Bassett consoles do not require any hardwired electrical connections. The console simply needs to be plugged into a standard NEMA 5-15R electrical outlet. We recommend one dedicated 20 amp circuit per console. This dedicated 20 amp circuit is for the console operation only and does not include the power requirements needed for the customer's equipment. The console sit-stand operation alone needs one available outlet to plug in to. If optional desktop convenience outlets (maximum of two (2) per console) are ordered they will also require outlets. These non-critical items are normally plugged into non-essential power or "dirty-power".

The maximum amperage draw for a console configured with personal environments is 12.15 amps at 120 VAC. This is the maximum draw for all components operating at full capacity. Your Sales Executive can help you identify the total amperage draw of your specific console configuration.

### **CUSTOMER POWER ACCOMMODATIONS AND REQUIREMENTS:**

The Russ Bassett sit-stand console includes integrated power strips that will require UPS outlets to plug in to. Depending on the console size and configuration, the Russ Bassett sit-stand consoles will come with two (2) to five (5), seven (7) outlet power strips for customer-supplied technology and peripherals. In addition to the sit-stand power strips, technology storage cabinets also include a power strip that will need to be considered. Your Sales Executive can help you identify exactly how many power strips will be included in your specific console configuration. These integrated power strips will normally plug in to the UPS or generator power as these are mission-critical.

To determine how many UPS circuits are required for your console, you will need to collect and total the amperage draw for each piece of equipment that will be integrated into the console. NEC (National Electric Code) recommends that a circuit should not handle more than 80 percent of the load for which it is rated. By this standard, the total current draw on a 20 amp circuit should not exceed 16 amps. This allows the breaker to handle temporary surges that may occur when electrical components start up.



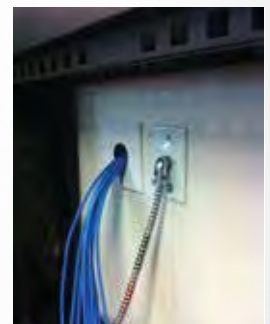
## COMMUNICATIONS CABLING OVERVIEW

Like source electrical, communications cabling can enter the console furniture in three (3) ways: from the floor, wall, or ceiling. It is most common for the communications cabling to enter into the console furniture in a single bundle, through floor cores. Cable bundles are generally terminated in a J-box mounted inside of the structural wall frame. **Communications cabling and any associated termination points such J-Boxes are not provided by Russ Bassett.** You will want to coordinate with your team to determine the appropriate cabling design. We can help guide you through the process.

**Russ Bassett does offer a number of data termination solutions.** If this is something that might add value to your project, please discuss with your Russ Bassett representative.



from the floor



from the wall



from the ceiling



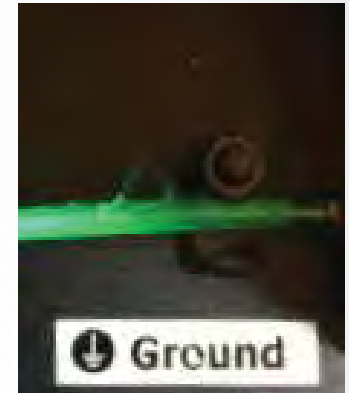
data termination



## OTHER CONSIDERATIONS

### GROUNDING

Each structural wall frame has two grounding bolts available for grounding the furniture to the facility. Frames can be tied together with bonding jumpers, or a continuous cable can be run through the furniture and each frame tied to that cable. Some of our clients will integrate grounding bus bar kits into the furniture to ground radio and other equipment, ample space is available for these. You will want to coordinate with your team to determine any grounding requirements. Russ Bassett does not ground console furniture to the facility ground or Common Bonding Network.



grounding

### EXTENSION CABLES

When using sit-stand console furniture, extension cables are necessary to accommodate the console moving from the seated to standing height positions. This includes monitor cables, mouse and key-board cables and any other data cabling that ties desktop equipment with PCs and other equipment located in the lower technology enclosures. **Russ Bassett can provide extended video (VGA, DVI, HDMI, etc.) and data (USB, RJ45, RJ11, 3.5mm Audio, etc.) cables upon request.** Depending upon your console furniture design, 15' to 25' cables are normally needed. Your Russ Bassett representative can assist you in determining proper cable lengths for your specific console configuration.



monitor cables

### SUMMARY

Planning for a successful technical console furniture installation is an intense process. Source electrical, grounding, communications cabling, video cabling, PCs, radio equipment, phone equipment, etc. all need to be properly coordinated. This often involves multiple stakeholders including the client, Russ Bassett, IT, facilities, a general contractor and/or electrical and communications cabling subcontractors, and potentially phone and radio equipment vendors. This reference guide is meant to be a technical overview of how these components integrate with the console furniture.



convenience outlets

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## RUSS BASSETT LIMITED LIFETIME WARRANTY

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Russ Bassett Corporation warrants to the original customer that all Russ Bassett manufactured products as quoted or proposed will be free from defects in materials and workmanship for the following warranty period:

1. Limited Lifetime Warranty for Russ Bassett Corporation manufactured products.
2. Limited Term Warranty for all Russ Bassett Corporation non-manufactured products or components that are added or integrated into a Russ Bassett Corporation manufactured product shall be warranted as outlined in the original manufacturer's warranty.

Russ Bassett is the single point of contact for any and all warranty claims under this warranty agreement. This warranty does not cover ordinary maintenance, normal wear and tear, abuse, improper use, negligence, accident, alterations, damage due to shipping and handling, repair or installation not performed by a certified Russ Bassett Corporation representative, products which have not been maintained or operated in accordance with Russ Bassett Corporation written instructions. This warranty does not cover any damage to customer equipment that is caused by circumstances unrelated to the quality and/or functionality of Russ Bassett Corporation's products. In addition this warranty does not cover consumable items including, but not limited to, light bulbs, filters, etc.

No claims under this warranty will be valid unless Russ Bassett Corporation receives written notice within a reasonable time of discovery of the defect and no later than the expiration of the applicable warranty period. In the event that Russ Bassett Corporation does not receive written notice prior to the expiration of the applicable warranty period, Russ Bassett Corporation shall have no obligation to repair or replace the product and shall have no other liability whatsoever under this warranty.

Russ Bassett Corporation will replace or repair (at its option) any products which are covered by this warranty and which are found to be defective. Russ Bassett Corporation may provide a substitute product of equal or greater value to resolve a warranty claim. No cost to the customer shall be incurred for any items covered under warranty. Russ Bassett Corporation assumes responsibility for freight and installation. Any product or component that is replaced or repaired will not extend the applicable warranty period.

In the event that the product failure is a result of non-warrantable items, an hourly rate will be applied for work performed plus expenses including, but not limited to, product, installation, transportation, and accommodations.

The foregoing warranty is exclusive and is in lieu of all other warranties, express or implied, provided by Russ Bassett Corporation including without limitation implied warranties of merchantability and fitness for a particular purpose.

Product repair or replacement is the customer's exclusive remedy for any and all product defects. Russ Bassett Corporation accepts no liability beyond the remedies set forth in this warranty statement. In addition, Russ Bassett Corporation shall not be liable for any incidental, consequential or special damages including, without limitation, damages for lost profits or revenues or costs incurred as a result of lost time, data, use of the product or from any other cause whatsoever, whether based on warranty (expressed or implied), contract, or tort including negligence. In no event shall Russ Bassett Corporation's liability exceed the purchase price of the product purchased.

If a Performance Bond was provided for this project, the warranty covered by the Performance Bond is limited as follows: 'Notwithstanding anything stated in the contract, purchase order, or specifications, the bond only covers a 1 year parts and labor warranty. Any additional warranty will not be the responsibility of the Surety and will be the sole responsibility of Russ Bassett'.

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# RUSS BASSETT NON-MANUFACTURED PRODUCT WARRANTY INFORMATION

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## **LINAK Limited Warranty**

LINAK U.S. Inc. Lifting Columns are warranted for a period of five (5) years from the date of shipment.

## **Console Management System Warranty**

Russ Bassett warrants that our Console Management System will be free from defects in material and workmanship to the original purchaser for three (3) years from the date of shipment.

## **Monitor Arm Warranty**

Monitor Arms are warranted for ten (10) years from the date of shipment against defects in materials and workmanship. Monitor arms will be repaired or replaced under this warranty.

## **Lighting**

*LED Task Lighting* is warranted for five (5) years from the date of shipment against defects in materials and workmanship. Task Lights will be repaired or replaced under this warranty.

*Ambient and CPU LED Lights* are warranted for three (3) years from the date of shipment against defects in materials and workmanship and will be repaired or replaced under this warranty.

## **Worksurface Warranty**

Russ Bassett warrants that our work surfaces will be free from defects for up to ten (10) years from the date of shipment where we deem these products to have been subjected to normal use. This warranty applies to laminate worksurfaces and substructures, solid edge and edgeband, and all hardware.

## **Power, Data, and Cable Warranty**

Power strips, desktop outlets, data keystones, and data and signal cables are warranted for five (5) years from the date of shipment and will be replaced under this warranty.

## **Laminate Products**

Russ Bassett warrants that all laminate panels and case goods such as Lockers and Laminate storage cabinets will be free from defects for five (5) years from the date of shipment, where we deem these products to have been subjected to normal use.

## **Fabric Panels**

Russ Bassett warrants that all fabric panels will be free from defects for five (5) years from the date of shipment, where we deem these products to have been subjected to normal use.

## **Acrylic Panels and Screens**

Russ Bassett warrants that all acrylic panels and privacy dividers will be free from defects for five (5) years from the date of shipment, where we deem these products to have been subjected to normal use.

## **Iron Horse Seating Chair Warranty**

*Heavy Duty Frame Warranty* – Ten (10) Years from date of sale for 24-hour use.

*All Other Structural Components* – Coverage includes all mechanical components for a period of five (5) years from date of shipment for 24-hour use.

*Armrests, Cushions, and Trim* – Covered for three (3) years for normal wear and tear for 24-hour use. Abuse is not covered.

*Casters* - Covered for one (1) year for normal wear and tear for 24-hour use.

Russ Bassett Corporation Warranty Statement

This warranty applies to all Russ Bassett Console products purchased on or after January 1, 2016



## PRODUCT SPECIFICATION DOCUMENT

*The following specification document details the minimum requirements of the Flex furniture system. Please note Specifications are subject to change without notice.*

### 1) SYSTEM OVERVIEW

- a) The **Flex** product features an ergonomic and modular design that make it the ideal technical furniture platform solution for a multitude of technology intensive environments including 9-1-1 emergency communication centers, network operations centers, power & utility control rooms and transportation control centers.
- b) **Flex** combines the flexibility of modularity and the functionality of customizable technology integration with unsurpassed ergonomics. The single-surface sit-stand workstation exceeds the requirements of HFES 100-2007 and ANSI/BIFMA in a durable steel console designed for 24/7/365 mission critical applications.

### 2) SYSTEM DESCRIPTION

- a) **Flex** is designed to provide an ergonomic, durable, modular platform to support technology intensive, 24/7/365 environments.
- b) The backbone of **Flex** system consists of a structural wall that supports the work surfaces, lifting systems, technology storage and personal storage. The structural wall not only provides the structural integrity of the system, it also provides cable management channels for power and data distribution, J-box mounting locations for power and data terminations and accommodations for technology integration such as CPU's, UPS's, KVM switches, vertical rack equipment and other peripheral devices.
- c) The horizontal cable troughs enable red/black separation per AFSSI-7702 requirements.
- d) **Flex** is available in both fixed height and height adjustable configurations.
- e) The structural wall can be configured in single sided or double sided configurations.
- f) The Structural wall can be configured with Slatwall, Fabric and Powder Coated finishes, or combinations of them.
- g) Additional accessories can be added to the **Flex** structure to further customize and add to its functionality, including user convenience accessories as well as brackets and mounting kits for integration of technology.
- h) **Flex** is constructed from cold rolled steel, steel tubing, extruded aluminum and is fully welded.
- i) All steel and aluminum surfaces are coated with a heavy duty epoxy polyester hybrid powder coat with a uniform application.



- j) All mechanical connections between components are steel to steel bolt together construction for optimal structural integrity and easy reconfiguration.
- k) Modular design allows for any components to be added, reconfigured, or removed for future growth.

### 3) ERGONOMICS AND SAFETY

- a) **Flex** consoles are designed in accordance with the ergonomic standards of HFES 100-2007 AND BIFMA G1-2002. This also puts us in compliance with ADA requirements, European Standards EN-527-1 and British Standards ISO 9241-5 for height adjustable workstations.
- b) Height adjustable workstations adjust from 22.2" - 48" and utilize a single-surface design that puts the entire work surface at a comfortable working height without any seams in the surface or keyboard mechanisms to get in the way. This also makes it easier to achieve a downward gaze to the monitors since the entire surface can achieve the HFES/BIFMA requirements for input device platforms. This solution coupled with fully articulating monitor arms provides the ultimate in ergonomic flexibility.
- c) Height adjustable consoles are equipped with a mechanical safety switch located at the front edge of the work surface.
- d) All height adjustable workstations are equipped with an integrated mechanical anti-collision switch located at the front edge of the work surface. If an obstruction is detected the actuation of the workstation immediately halts and reverses direction approximately 1". The mechanical switch does not rely on controller sensors that look for sudden spikes in the amperage draw of each leg, which is unreliable. The mechanical switch triggers the anti-collision feature regardless of the speed of impact.
- e) All height adjustable surfaces include safety gaps to prevent pinch points.
- f) All panels have steel radiused corners for comfort and safety.

### 4) STRUCTURAL WALL DETAILS

- a) Structural walls are constructed from 16 and 18 gauge welded cold rolled steel components.
- b) Structural walls are available in two depths, 5" and 8" (without finish panels).
- c) Structural walls are available in heights of 30.5", 42", 53.5" and 65".
- d) Structural walls are available in 18", 24", 30", 36", 42", 48" and 54" widths.
- e) The structural wall has a floor level horizontal cable trough, a beltline level cable trough and an above surface cable trough for every tier of slatwall, allowing for separation of data and power, as well as red/black separation for secure information processing applications.





- f) The floor level horizontal cable trough is 3 ¾"H x 4 7/8"W.
- g) The beltline and upper cable management troughs are 4 ¾"H x 4 7/8"W.
- h) All cable management channels are designed to allow for unobstructed horizontal and vertical cable management.
- i) Each structural wall end frame has three horizontal cable management pass through ports below desk level, plus another pass through location at each upper trough level.
- j) Each structural wall end frame provides mounting locations for two (four total per structural wall section) standard 1900 junction boxes for power and data termination. In addition to top and bottom access for each J-box, holes in the end frame are provided to allow access the J-Box's rear knock-outs providing ultimate wiring flexibility.
- k) The base of the structural wall has multiple 4"W x 8"L cutouts to allow for power and data feeds to enter through the bottom of the structural wall in raised floor applications.
- l) Each structural wall section has four (two per side) 1 ½" removable cable grommets along the base to allow for cables to enter or exit the front or back side of the wall.
- m) Each structural wall for fixed height applications is equipped with one 7 outlet, 15 Amp surge protector with 10' cord.
- n) Structural walls have two 3/8 - 16 x 1 ½" leveling glides, one each located at the far left and right of each wall section.
- o) Structural walls have two ¼ - 20 grounding studs, one each located at the far left and right of each wall section to allow grounding of the system at any point.
- p) Walls can be configured for single sided or double sided configurations.
- q) The exterior of the wall is clad in 1" thick lift-off 18 gauge cold rolled steel panels with 16 gauge perforated steel welded inserts on the bottom panel to provide ventilation for heat producing equipment. The upper panels provide access to the upper tier troughs.
- r) Interior panels are 1" thick steel lift off panels that include ventilation holes along inside and bottom surfaces for maximum ventilation and heat dissipation.
- s) Each structural wall includes a vented top cap in conjunction with the vented inside and outside panels to provide a chimney effect for heat dissipation. The top cap is also removable to provide top access to the upper cable trough for lay-in capability.
- t) Interior panels can be individually specified with extruded aluminum slatwall or acoustical fabric panels.
- u) The first structural wall tier above the desk surface has a continuous full width quick release cable access flipper door to allow cables to pass from the work surface through the adders to the structural wall base, eliminating the need to drill grommet holes into the work surface. If the first tier is slatwall, there is a gap above the flipper door to allow cables to enter above the door so

they don't block the door swing.

- v) Each additional slatwall tier includes a removable access panel to allow monitor/equipment cables to enter at each tier.
- w) Each first structural wall adder tier has the ability to add beltline power and data convenience outlets to the far left, right or both sides of each wall section. Convenience outlets have the ability to be retrofitted in the field without modification to the base structure.
- x) The top of each structural wall section is capped with a snap on vented top cap to provide access to the upper most horizontal cable management channel.
- y) All structural walls and panels are finished with an epoxy polyester hybrid powder coat with a minimum 1.0 mil. dry film thickness.

## 5) CORNER CONNECTORS

- a) Corner connectors are constructed of 16 gauge cold rolled welded steel components.
- b) Corner connectors are available in 30.5", 42", 53.5" & 65" heights.
- c) Corner connectors are available in 22.5°, 45°, 60° & 90° configurations.
- d) Corner connectors are available in "L" configurations for single sided applications, "T" configurations for back to back applications, "Y" configurations for 3-way cluster applications and "X" configurations for 4-way cluster configurations.
- e) Corner connectors have the same horizontal cable management ports as the adjoining structural walls to provide continuous unobstructed horizontal cable management channels.
- f) All corner connectors are finished with an epoxy polyester hybrid powder coat with a minimum 1.0 mil. dry film thickness.

## 6) STORAGE

- a) All storage cabinets are constructed of 16 and 18 gauge cold rolled steel components.
- b) All storage cabinets attach to equal or greater widths of the base structural wall.
- c) Cabinets are available in 24", 30" & 36" nominal depths.
- d) Cabinets are available in 12", 18", 24", 30" & 36" nominal widths.
- e) Personal storage cabinets are available in box/box/file, file/file & open shelf configurations.
- f) Personal storage cabinets with drawers can be configured with or without locks and can be keyed alike or different depending on configuration.
- g) Drawers are mounted to full extensions 100lb rated ball bearing suspensions.
- h) PC storage cabinets include perforated welded inserts on the side panels for ventilation, and the back is open to the structural wall for unobstructed cable access.



- i) PC storage cabinets are available with or without slide-out equipment shelves.
- j) PC storage slide-out equipment shelves are equipped with full extension 150lb rated ball bearing slides.
- k) Each PC storage cabinet is equipped with one 7 outlet, 15 Amp surge protector with 10' cord.
- l) PC cabinets can be configured with or without locks and can be keyed alike or different depending on configuration.
- m) 12", 18" & 24" wide PC cabinets have a single door that can be specified with a left or right hand swing depending on location. Door swing can be changed in the field without modification to the base structure. 30" and 36" wide PC cabinets have double doors.
- n) All doors have soft close, quick release, adjustable European style hinges.
- o) PC cabinet doors are constructed of 18 gauge cold rolled steel with 16 gauge perforated welded inserts to provide ventilation for heat producing equipment.
- p) All storage units are finished with an epoxy polyester hybrid powder coat with a minimum 1.0 mil. dry film thickness.

## 7) WORK SURFACE

- a) Work surfaces are constructed of 1 1/8" thick ASTM A 208.11-M-3 grade particle board pressure bonded with a horizontal grade HPL surface and HPL backer.
- b) The work surface is edge banded on sides and back with a rigid thermally fused PVC 2mm edge.
- c) The work surface front edge has a soft, flexible matte finish PVC bullnose.
- d) Work surface flammability to meet, Class 1/A under ASTM E-84.
- e) Work surfaces are available in 24", 30" & 36" nominal depths.
- f) The work surface is supported by storage cabinets, full depth end panels, half depth support legs or support gussets depending on application.

## 8) HEIGHT ADJUSTBALE WORKSTATIONS

- a) Height adjustable workstations are available in three configurations: linear, 120° & 90° corner workstations.
- b) Linear workstations include two (2) heavy-duty Lifting columns.
- c) 120° workstations include three (3) heavy-duty lifting columns.
- d) 90° corner workstations include four (4) heavy-duty lifting columns.
- e) Lifting columns are enclosed in a welded steel support leg constructed of a 16 gauge structural box frame that is attached to the structural wall.
- f) Height adjustment range is from 22.2" to 48" from the floor to the top of the work surface, which exceeds the HFES 100-2007, ANSI/BIMFA G1-2002 and all European standards for input

device platforms.

- g) Lifting columns have a lifting capacity of 300lbs and travel at approximately 1.5"/second for fast, easy adjustments. Fast adjustments increase the likelihood of being used to transition from sitting to standing working postures throughout the day.
- h) Lifting columns support a slatwall profile and trough structure that also supports the work surface. This keeps the work surface and all slatwall mounted accessories/monitors moving together.
- i) Slatwall profile and trough structure are constructed of 3/16" steel plate and 16 & 18 gauge cold rolled steel.
- j) Height adjustable workstations utilize a single surface design that puts the entire work surface at a comfortable working height without any seams in the surface or keyboard mechanisms to get in the way.
- k) Slatwall system is used to support monitors on fully articulating monitor arms and other accessory items.
- l) Trough provides horizontal cable management system, power distribution, and data termination points.
- m) The trough is connected to the structural wall with two energy chains that provide vertical cable management that pass cables from the height adjustable workstation to the structural wall. This ensures that enough cable is used to prevent pulling throughout the entire height range, and keeps the cables neat and safe.
- n) Energy chains have an interior dimension of 2 7/8"W x 1 1/2"D.
- o) The trough has two locations to mount optional beltline convenience power and data outlets for easy access to power and data ports at the work surface level.
- p) The trough is accessed behind the work surface through full width quick release cable access flipper doors allowing cables to enter or exit the trough at any point eliminating the need to drill grommet holes in the work surface.
- q) All height adjustable workstations are equipped with an integrated mechanical anti-collision switch located at the front edge of the worksurface. If an obstruction is detected the actuation of the workstation immediately halts and reverses direction approximately 1".

## 9) MONITOR MOUNTS

- a) All monitor mounts have fully articulating movement and are adjustable for varying monitor weights and dimensions.
  - i) Thermo-fused polyester black finish
  - ii) Single motion 5 axis position adjustment

The logo for 'flex' is written in a lowercase, sans-serif font. A horizontal red line is positioned below the logo.

- iii) High pressure die-cast aluminum construction
  - iv) Conforms to VESA 75mm and 100mm mounting patterns
  - v) Height Adjustment - 14" (356mm) (+7" to -7")
  - vi) Arm extension - 22" (556mm)
  - vii) Arm rotation - 359 degrees
  - viii) Extension arm rotation - 359 degrees
  - ix) Bracket Arm rotation (with monitor) - 230 degrees
  - x) Monitor swivel - 359 degrees
  - xi) Monitor tilt - 180 degrees
  - xii) Folded depth - 4" (102mm)
  - xiii) Pneumatic counterbalance - Adjustable for 7 lb. to 22 lb. (3kg - 10kg) monitors (other ranges available)
- b) All monitor mounts can mount to an integrated slatwall frame that moves with the primary console slatwall.



**State of California, California 9-1-1 Emergency Communications Office (9-1-1 Office)  
COMMITMENT TO FUND 9-1-1 EQUIPMENT AND SERVICES**

TD-288 (Rev. 12/06)

**This Form To Be Completed By The State 9-1-1 Office Only**

|                          |                                |                         |         |
|--------------------------|--------------------------------|-------------------------|---------|
| <b>Public Agency:</b>    | San Fernando PD                | <b>Contractor Name:</b> | Various |
| <b>Address:</b>          | 910 First Street               | <b>Mailing Address:</b> |         |
| <b>City, State, Zip:</b> | San Fernando, CA 91340         | <b>City, State, Zip</b> |         |
| <b>PSAP Manager:</b>     | James Vanicek                  | <b>Representative:</b>  |         |
| <b>E-mail Address:</b>   | jvanicek@ci.san-fernando.ca.us | <b>E-Mail Address:</b>  |         |
| <b>Phone Number:</b>     | 818-898-1272                   | <b>Phone Number:</b>    |         |
| <b>Fax Number:</b>       | 818-365-7764                   | <b>Fax Number:</b>      |         |

**Type of Funding Request:**

- 9-1-1 Equipment                       9-1-1 Network                       Training  
 9-1-1 Education                       County Coordinator Expense                       7-Digit Phone Lines  
 Maintenance                      Other: Residual Spending

**Description of Equipment and Services to be funded:** Russ Bassett to provide console furniture to San Fernando PD. AT&T to temporarily move 3 Vesta workstations at San Fernando PD during installation of furniture. **NOTE TO PSAP: DIRECT PAYMENT FOR THESE ITEMS/SERVICES MUST BE MADE BY THE PSAP TO THE VENDOR. WHEN PSAP SUBMITS A TD-290, REIMBURSEMENT CLAIM TO THE STATE 9-1-1 OFFICE, A COPY OF THE INVOICE, PROOF OF PAYMENT, AND A COPY OF THIS TD-288 COMMITMENT TO FUND MUST BE ATTACHED BEFORE THE STATE CAN APPROVE FINAL REIMBURSEMENT.**

**Purchase/Service Information:** Include equipment or service description, quantity, part number, unit cost, installation cost, monthly cost, tax and total cost. Attach contractors quote or PSAP purchase order, where applicable.

| Description                    | Quantity | Service/<br>Eqmt. ID# | Unit Cost | Installation | Monthly<br>Cost | Total<br>Recurring Cost | Total Non-<br>Recurring Cost |
|--------------------------------|----------|-----------------------|-----------|--------------|-----------------|-------------------------|------------------------------|
| Non-CMAS furniture (19991)     | 1        |                       | 7,500.00  |              |                 | -                       | 7,500.00                     |
| Workstation Relocation (19993) | 1        |                       | 6,120.00  |              |                 | -                       | 6,120.00                     |
|                                |          |                       |           |              |                 | -                       | -                            |
|                                |          |                       |           |              |                 | -                       | -                            |
|                                |          |                       |           |              |                 | -                       | -                            |
|                                |          |                       |           |              |                 | -                       | -                            |
|                                |          |                       |           |              |                 | -                       | -                            |
|                                |          |                       |           |              |                 | -                       | -                            |
|                                |          |                       |           |              |                 | -                       | -                            |
| <b>Subtotal</b>                |          |                       |           |              |                 | -                       | 13,620.00                    |
| <b>Tax and Surcharge</b>       |          |                       |           |              |                 |                         |                              |
| <b>TOTAL APPROVED</b>          |          |                       |           |              |                 |                         | <b>\$13,620.00</b>           |

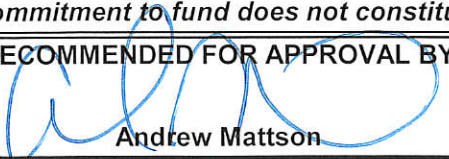

TD-288 expiration date: N/A

Fiscal Year: 2016/2017

All invoices shall refer to tracking number: See Description

PSAP/Object Code: 1966/702.12

*The State of California's monetary obligation under this agreement in subsequent fiscal years is subject to, and contingent upon, availability of funds in the State Emergency Telephone Account. Please be advised that this commitment to fund does not constitute a binding purchase order agreement.*

|  |   |   |                         |
|--|---|---|-------------------------|
| <b>RECOMMENDED FOR APPROVAL BY</b><br><br>Andrew Mattson | <b>Telephone Number</b><br><br>916-657-9459 | <b>APPROVED BY</b><br><br>Alicia Fuller | <b>Date</b><br>10/28/16 |
|--|---|---|-------------------------|



**ADDS/MOVES/CHANGES  
DESCRIPTION AND APPROVAL FORM**

**DATE:** 09/02/2016

**PSAP NAME / BILLING TELEPHONE NUMBER:** San Fernando PD  
Bill Telephone Number (BTN): To be provided by AT&T

**REQUESTED ADD/MOVE/CHANGE:**

This Time and Material estimate covers material and AT&T on-site labor to move the (3) VESTA positions to a temporary location (on site) and move them back once San Fernando PD completes the new furniture install.

**REQUESTED SERVICE DATE:** To be determined

**ESTIMATED CHARGES:**

Estimated Material Charges:

|   |    |        |
|---|----|--------|
| (3) DVI Extenders and (9) USB Extenders | \$ | 200.00 |
|---|----|--------|

Estimated AT&T Labor Charges:

\$185.00 – per hour / per technician

|                                    |                    |    |          |
|------------------------------------|--------------------|----|----------|
| 2 Days and 2 Technicians: 32 hours | @ \$ 185.00 / Hour | \$ | 5,920.00 |
|------------------------------------|--------------------|----|----------|

|                                 |           |                 |
|---------------------------------|-----------|-----------------|
| <b>TOTAL ESTIMATED CHARGES*</b> | <b>\$</b> | <b>6,120.00</b> |
|---------------------------------|-----------|-----------------|

- Estimate is based on 32 hours of AT&T labor, 2 technicians, 2 days, and all visits during normal business hours.
- Billing will be adjusted accordingly if AT&T technician is kept beyond this estimate, or less time is required.
- Billing will be adjusted if additional material is required
- I understand this to be a cost estimate, however, I hereby authorize AT&T to bill BTN directly for all labor hours required

\_\_\_\_\_  
PSAP/Agency

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Henry Wang/ AT&T





QUOTE



997000097



MOTOROLA  
SOLUTIONS

Radio Solutions Channel Partner

Advanced Electronics Inc

2601 Manhattan Beach Blvd., Redondo Beach, CA 90278 \* 310-725-0410 \* Fax 310-643-8167  
77-564 Country Club Dr., Suite 119, Palm Desert, CA 92211 \* 760-772-4265  
865 S. Milliken Ave., Suite C & D, Ontario, CA 91761 \* 909-390-0460 \* Fax 909-937-7127

ORDER DATE: 10/31/2016

www.advancedelectronics.com

CUSTOMER NO.: 1278100

BILL TO:

CITY OF SAN FERNANDO  
POLICE DEPARTMENT  
910 FIRST STREET  
SAN FERNANDO, CA 91340

SHIP TO:

CITY OF SAN FERNANDO  
POLICE DEPARTMENT  
910 FIRST STREET  
SAN FERNANDO, CA 91340

CONTACT: TONY VAIRO

PHONE: 818-898-1267

EMAIL: avairo@ci-san-fernando.ca.us

CONTACT: TONY VAIRO

PHONE: 818-898-1267

EMAIL: avairo@ci-san-fernando.ca.us

| ORDER NO  | PO NUMBER        | SHIP VIA   | TERMS       | SALESPERSON   |          |
|-----------|------------------|--|-------------|---------------|----------|
| 997000097 |                  | Our Truck  | NET 30 DAYS | BRUCE COBB    |          |
| LINE      | DESCRIPTION      |  |             | Unit Price    | Extended |
| 100       | LABOR-TECHNICIAN | TECHNICAL SERVICE<br>Updated 10-17-2016  |             | 1<br>2,890.00 | 2,890.00 |
|           |                  | Remove two MCC5500 operator positions from existing dispatch furniture. Store materials on site. Secure position cabling under floor during remodel operations. Return following replacement to two furniture positions and reinstall operator hardware and test. Remove third position hardware and store. Secure cabling. Return and reinstall third position following furniture replacement. |             |               |          |
|           |                  | This quote is based on three visits, requiring two persons to perform removal and reinstallation services. Advanced Electronics will coordinate with other vendors to provide a minimum down time for each operator position. No new operator or network cables are anticipated or included in his quote.  |             |               |          |
| 200       | LABOR-INSTALLER  | LABOR TO   |             | 1<br>2,550.00 | 2,550.00 |
| 300       | MISC             | Misc.Supplies  |             | 1<br>250.00   | 250.00   |



# QUOTE



997000097



**MOTOROLA  
SOLUTIONS**

Radio Solutions Channel Partner

## Advanced Electronics Inc

2601 Manhattan Beach Blvd., Redondo Beach, CA 90278 \* 310-725-0410 \* Fax 310-643-8167  
77-564 Country Club Dr., Suite 119, Palm Desert, CA 92211 \* 760-772-4265  
865 S. Milliken Ave., Suite C & D, Ontario, CA 91761 \* 909-390-0460 \* Fax 909-937-7127

**ORDER DATE:** 10/31/2016

www.advancedelectronics.com

**CUSTOMER NO.:** 1278100

**BILL TO:**

CITY OF SAN FERNANDO  
POLICE DEPARTMENT  
910 FIRST STREET  
SAN FERNANDO, CA 91340

**SHIP TO:**

CITY OF SAN FERNANDO  
POLICE DEPARTMENT  
910 FIRST STREET  
SAN FERNANDO, CA 91340

**CONTACT:** TONY VAIRO

**PHONE:** 818-898-1267

**EMAIL:** avairo@ci-san-fernando.ca.us

**CONTACT:** TONY VAIRO

**PHONE:** 818-898-1267

**EMAIL:** avairo@ci-san-fernando.ca.us

| ORDER NO  | PO NUMBER | SHIP VIA  | TERMS       | SALESPERSON |
|-----------|-----------|-----------|-------------|-------------|
| 997000097 |           | Our Truck | NET 30 DAYS | BRUCE COBB  |

| LINE | DESCRIPTION | Unit Price | Extended |
|------|-------------|------------|----------|
|      |             |            |          |

Quote valid for 30 day from the quote date above.

**EQUIPMENT WILL BE INVOICED UPON RECEIPT BY  
ADVANCED ELECTRONICS, INC. AT THE STATED TERMS.**

|               |                   |
|---------------|-------------------|
| NET ORDER:    | \$5,690.00        |
| SALES TAX :   | \$23.75           |
| <b>TOTAL:</b> | <b>\$5,713.75</b> |

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Printed Name

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

Information contained herein is privileged or confidential and is exempt from the public disclosure provisions thereof. It is furnished to the "reader" in confidence, with the understanding that it will not, without written permission of Advanced Electronics, be reproduced, used or disclosed for any purpose other than for which it was furnished. By signing this document, you have agreed to the above and the terms and conditions attached.

### Terms and Conditions

**ORDERS AND FIRM ORDERS:** By placing its order and executing the sales order form (referred to herein as "Agreement" or "Form"), Customer acknowledges its agreement to purchase equipment and services described on the sales order form and any attachments referenced thereon subject to the terms and conditions which follow. Each sales order form must: (1) be signed by an authorized representative of Customer; (2) accompanied by a written purchase order (where Customer procedures require the same for such purchases); and (3) be accompanied by the payment or deposit required as set forth on the sales order form. To be binding, each sales order form must comply with all requirements set forth herein and be accepted in writing by an authorized representative of Advanced Electronics, Inc. ("Advanced"). Upon written acceptance by Advanced, each sales order becomes a "FIRM ORDER."

**EQUIPMENT, LABOR AND AVAILABILITY:** Advanced will hold equipment and labor pricing for 30 days from the date of the sales order, after which pricing and availability may change without notice. Equipment availability, installation scheduling and service scheduling is always subject to the manufacturer's ability to deliver equipment and parts.

**FREQUENCIES, LICENSES AND SERVICE PROVIDERS:** All frequencies and squelch codes are to be supplied by Customer upon execution of this Agreement unless Advanced has specifically accepted responsibility to provide the same in writing on the sales order. Customer accepts full responsibility for the accuracy of such information and will be responsible for any restocking fee, additional parts, and/or labor required due to incomplete, incorrect and/or invalid information provided by Customer. Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") and for complying with FCC rules, and with the rules and regulations of any other federal, state or local regulatory agency. Neither Advanced nor any of its employees are agents or representatives of the Customer on FCC matters or otherwise. If applicable, Customer acknowledges that it has selected a radio common carrier to provide service which utilizes radio frequencies authorized and controlled by the FCC. Advanced has no control over quality, coverage or reliability of service provided by other parties. Customer acknowledges that RF signals are subject to dead spots, power outages, atmospheric conditions and other problems which may at times interfere with normal communications. Please note that RFI (radio frequency interference) issues which consist of, but not limited to: co-channel activity, alternator whine, engine noise or other internal/external interference issues, are not covered by the equipment manufacturer or Advanced Electronics. Any remediation costs related to locating or eliminating this type of interference will be charged to the customer at Advanced Electronics' standard time and material rates.

**PAYMENT TERMS AND LATE PAYMENT CHARGES:** Full payment is required with each order unless other arrangements are made and set forth on the sales order form. In the event that the full purchase price of equipment and services called for in this Agreement is not paid at the time of Customer's order, the unpaid balance is due upon delivery of the equipment to Advanced from the manufacturer. All payments will be by company check, cashier's check, money order or credit card (Visa, MasterCard, American Express or Discover). Arrangements can be made in advance of the order to pay by Customer company check or charged to an open Customer account. All customers paying by company check or charging to an open account must have received prior authorization by having met Advanced's credit qualifications prior to the placement of any order. No employee of Advanced is permitted to accept cash in the payment of any obligations due to Advanced. If any payment of any sum due from Customer is not received by Advanced within five (5) days after such payment is due, then such overdue amounts shall be subject to a delinquency charge (liquidated damages under California Civil Code Section 1671) at a rate of interest equal to 18% per annum from the date such overdue amounts were actually due until the date actually received by Advanced. Customer acknowledges that such delinquency charge is reasonable under all the circumstances existing at the time this Agreement was made. Customer agrees that acceptance of all or any portion of such delinquency charge by Advanced will not constitute a waiver by Advanced of Customer's default with respect to such overdue amounts, nor will it prevent Advanced from exercising any or all other rights or remedies which Advanced may have. Any delinquency charge, discount rate and/or interest rate set forth herein shall be charged or applied at the rate set forth herein or the maximum rate allowed by law, whichever is lower.

**RETURN POLICY:** All returns to Advanced, for any reason, must show a clearly legible and valid Return Merchandise Authorization (RMA) number on the outside of the shipping box. No returns will be accepted without a valid RMA number. All RMA returns should be sent freight prepaid. Repair or replacement will be solely at Advanced's option. To obtain an RMA number, it is necessary to call Advanced's service center with the following information: (1) the invoice number and date of purchase; (2) the purchase order number; (3) the make, model number and serial number of the equipment to be returned; and (4) customer identification. No equipment returned for exchange or credit will be accepted without all manuals, cables, parts and original factory packing.

**CANCELLATION CHARGES:** If this Agreement is cancelled by Customer prior to delivery for other than the default of Advanced, Customer shall pay Advanced thirty percent (30%) of the total price for all product, accessories, installation and services listed on the sales order to defray restocking and administrative costs involved in the sale as liquidated damages and not as a penalty.

**EQUIPMENT NOT FOR RESALE:** Customer acknowledges that said equipment on the sales order is NOT for resale and that the customer is the sole "end user" of the equipment described herein, unless stated differently on the sales order and agreed to in writing by an authorized Advanced officer. Customer agrees and warrants that it will NOT offer this equipment for resale or for export out of the United States.

**LIMITED WARRANTY:** All equipment warranties and specifications are provided by the manufacturer of the equipment. Advanced warrants its services to be properly performed and to be free of defects in workmanship for 30 days, unless stated otherwise on the sales order. Damage from accident, abuse, misuse, negligence, extreme conditions, humidity, service from another service provider, use of unapproved, incorrect or faulty service parts and/or accessories will void all warranties. Opening or otherwise tampering with the equipment, including upgrading or repairing by unauthorized personnel, will also void all warranties. This limited warranty is void if Customer relocates the equipment, has the installation or equipment worked on by anyone other than Advanced or attaches equipment or accessories not provided by Advanced. Advanced's warranty shall not be enlarged and no obligations or liability shall arise out of Advanced's rendering of technical advice, facilities or service in connection with Customer's purchase of the product and/or services furnished.

**LIMITATION OF LIABILITY:** ANY AND ALL EXPRESS AND IMPLIED WARRANTIES NOT SPECIFICALLY SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE MANUFACTURER OF THE EQUIPMENT IS SOLELY RESPONSIBLE FOR THE WARRANTY OF THE EQUIPMENT PROVIDED. CUSTOMER IS SOLELY RESPONSIBLE TO DETERMINE WHETHER THE EQUIPMENT ORDERED WILL MEET

ITS' NEEDS AND REQUIREMENTS. IT IS EXPRESSLY AGREED THAT ADVANCED'S SOLE OBLIGATIONS AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TRANSACTIONS CONTEMPLATED HEREBY IS LIMITED TO TERMINATION AND A REFUND OF CUSTOMER'S PURCHASE PRICE, OR BY CUSTOMER REQUEST, ADVANCED, AT ADVANCED'S OPTION, TO REPAIR OR REPLACE PRODUCTS THAT ARE NOT AS WARRANTED. ALL OTHER REMEDIES OF ANY KIND ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL ADVANCED BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, RELAY SYSTEM FAILURES AND/OR NETWORK FAILURES) CAUSED BY THE INABILITY OF CUSTOMER TO USE THE EQUIPMENT, THE FAILURE OF THE EQUIPMENT, ANY DELAY IN COMMENCEMENT OF THE SERVICES CONTEMPLATED HEREIN, OR ANY OTHER CAUSE OR MATTER WHATSOEVER.

**INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to indemnify and hold harmless Advanced, its directors, officers, employees and its affiliates (collectively the "Indemnified Parties") from any liability or expense arising out of any act or omission by Customer, including without limitation, the misuse and non-operation of the equipment and services set forth herein. Customer shall pay all expenses (including attorneys fees) incurred by the Indemnified Parties in connection with all legal or other formal or informal proceedings concerning claims of third parties or criminal proceedings, and Customer shall satisfy all judgments, costs or other awards which may be incurred by or rendered against the Indemnified Parties including, to the extent permitted by law, any fines or penalties resulting from or arising out of such criminal proceedings.

**APPLICABLE LAW, LEGAL ACTIONS AND ATTORNEY'S FEES:** The existence, validity, construction, operation and effect of this Agreement shall be determined in accordance with and be governed by the laws of the State of California. All legal actions must be brought in the Federal Courts of the Central District of California or in the Superior Courts of the State of California, county of Los Angeles. By executing this Agreement, Customer is submitting to the jurisdiction of the State of California with respect to any dispute which may arise out of this Agreement. No action shall be brought on any breach of this Agreement more than one (1) year after the accrual of such cause of action except for money due upon an open account. In the event of a lawsuit arising out of this Agreement, the Parties agree that the prevailing party shall be awarded its cost of suit, including reasonable attorney's fees. In the event that collection is necessary, the fees of the collection agencies incurred by Advanced in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof shall be added to any judgment in its favor.

**CUSTOMER RESPONSIBILITIES:** Where applicable, Customer must cooperate fully with Advanced in the performance of its services herein including, but not limited to, providing the following: (1) suitable facilities and environment for the installation of the equipment; (2) all required utilities at the point of installation; and (3) full access to the installation site. Customer will pay any charges and costs resulting from Customer's failure to provide these items in accordance with Advanced's specifications or instruction.

**TAXES:** Except for the amount of any state and local tax stated on the sales order, the prices set forth herein do not include any federal, state and/or local excise, sales, use, property, retailer's occupation or similar taxes. If any such excluded tax is determined to be applicable to this transaction or if Advanced is required to pay or bear the burden thereof, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty thereon, and Customer shall pay to Advanced the full amount of any such increase no later than ten (10) days after receipt of an invoice thereto.

**DELAYS:** Advanced shall not be liable for any delay or failure to perform due to any cause beyond its control. Causes include, but are not limited to, strikes, acts of God, actions of Customer, interruption of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier or manufacturer or delays in FCC frequency authorization or license grant. The delivery and installation schedule shall be considered extended by a period of time equal to the time lost because of any excusable delay. In the event Advanced is unable to wholly or partially perform because of any cause beyond its control, Advanced may terminate or subcontract this Agreement without any liability to Customer.

**WAIVER:** The failure of Advanced to insist in any one or more instances, upon the performance of any of the terms, covenants or conditions herein or to exercise any rights hereunder shall not be construed as a waiver or requirement of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Customer with respect to such failure, performance shall continue in full force and effect.

**ADVANCED EMPLOYEES:** Customer shall not hire, employ or otherwise utilize or engage the services of Advanced personnel with whom Customer becomes introduced as a result of this Agreement or who appears on behalf of Advanced at Customer's location to perform services. In the event this provision is breached, Customer agrees by executing this Agreement that Advanced shall be entitled to reasonable liquidated damages in the sum equal to \$25,000 or 50% of the person's first year salary or remuneration from Customer, whichever is greater.

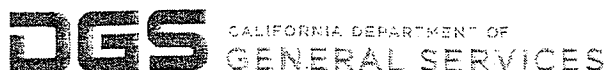
**MISCELLANEOUS GENERAL TERMS:** (a) Customer acknowledges that it has read and understands these terms and conditions, including the sales order, and agrees to be bound by them and that these terms and conditions are the complete and exclusive statement of the Agreement between the parties and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter hereof. (b) No modification hereof shall be binding upon Advanced unless such modification is in writing and signed by a duly authorized representative of Advanced. (c) If any part is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect as far as possible.

Agreed to:

\_\_\_\_\_
Authorized Customer Signature

\_\_\_\_\_
Date

\_\_\_\_\_
Authorized Customer Printed Name



Governor Edmund G. Brown Jr.

August 27, 2013

Mr. Nathan Drake  
Russ Bassett Corporation  
8189 Byron Road  
Whittier, CA 90606

**Subject: RENEWAL of Russ Bassett Corporation's California Multiple Award Schedule (CMAS)**

**CMAS Contract No.:** 4-08-71-0077C  
**CMAS Contract Term:** August 27, 2013 through July 31, 2018  
**Base GSA Schedule No.:** GS-28F-0022U

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) contract for the term identified above. The contract has been awarded the same contract number as the original CMAS contract. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at [www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx](http://www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx), then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

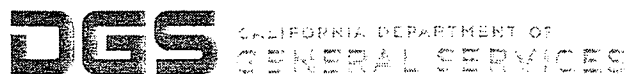
It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

**THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q3-2013 (JULY-SEPT)**  
**DUE BY OCT 15, 2013.**

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to [www.dgs.ca.gov/pd/Home/FormsResourcesLibrary.aspx](http://www.dgs.ca.gov/pd/Home/FormsResourcesLibrary.aspx), then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4394. Thank you for your continued cooperation and support of the CMAS Program.

  
FAUSTINO MARQUEZ, Program Analyst  
California Multiple Award Schedules Unit



Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor, MS #2-202  
West Sacramento, CA 95605-2811

State of California  
**MULTIPLE AWARD SCHEDULE**  
**Russ Bassett Corporation**

|                                |                                   |
|--------------------------------|-----------------------------------|
| CONTRACT NUMBER:               | <b>4-08-71-0077C</b>              |
| SUPPLEMENT NO.:                | 1                                 |
| CMAS CONTRACT TERM:            | 8/27/2013 through 7/31/2018       |
| CONTRACT CATEGORY:             | Non Information Technology Goods  |
| APPLICABLE TERMS & CONDITIONS: | August 2010                       |
| MAXIMUM ORDER LIMIT:           | \$100,000                         |
| FOR USE BY:                    | State & Local Government Agencies |
| BASE GSA SCHEDULE NO.:         | GS-28F-0022U                      |
| BASE SCHEDULE HOLDER:          | Russ Bassett Corporation          |

This contract provides for the purchase and warranty of furniture products. (See page 2 for the specific brands, and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 7-31-2018. In addition, this supplement replaces in its entirety Russ Bassett Corporation's existing California Multiple Award Schedule (CMAS) that expired on 7-31-2013. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

State agencies cannot use this CMAS contract to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the following website: [www.calpia.ca.gov/General\\_Info/ExemptionProcess.html](http://www.calpia.ca.gov/General_Info/ExemptionProcess.html). A copy of the approved exemption must be kept with the purchase order for audit purposes.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

*Max Faustino Marquez*  
FAUSTINO MARQUEZ, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **8/27/2013**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
RUSS BASSETT CORPORATION  
CMAS NO. 4-08-71-0077C, SUPPLEMENT NO. 1**

**CMAS PRODUCT & SERVICE CODES**

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Russ Bassett  
Ergonomic-Accessories  
Furniture-Computer Worktables  
Furniture-Work Stations  
Console-Equipment  
Console-Dispatch Equip

**AVAILABLE PRODUCTS AND/OR SERVICES**

Only products from the manufacturer(s) listed below are available within the scope of this contract:

Russ Bassett

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov).

**EXCLUDED PRODUCTS AND/OR SERVICES**

Public works services with a requirement for State contractor licensing are not available under this contract.

**CMAS BASE CONTRACT**

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-28F-0022U (RUSS BASSETT CORPORATION) with a GSA term of 5/1/2008 through 4/30/2018. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be mailed to the following address, or faxed to (562) 698-8972:

Russ Bassett Corporation  
8189 Byron Road  
Whittier, CA 90606  
Attn: Nathan Drake

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (800) 350-2445 ext.3091  
E-mail: [ndrake@russbassett.com](mailto:ndrake@russbassett.com)

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at [www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](http://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml).

The Board of Equalization's list is available at [www.boe.ca.gov/cgi-bin/deliq.cgi](http://www.boe.ca.gov/cgi-bin/deliq.cgi).

**CALIFORNIA SELLER'S PERMIT**

Russ Bassett Corporation's California Seller's Permit No. is 98038030. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov).

**CONTRACT PRICES**

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

**DARFUR CONTRACTING ACT**

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at [www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
RUSS BASSETT CORPORATION  
CMAS NO. 4-08-71-0077C, SUPPLEMENT NO. 1**

**WARRANTY**

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

**DELIVERY**

45 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

**HOW TO USE CMAS CONTRACTS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

**MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this contract.

**ORDERING PROCEDURES****1. Order Form**

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: [www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx](http://www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx)

**2. Purchase Orders**

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services  
Procurement Division, Data Management Unit  
PO Box 989052, MS #2-203  
West Sacramento, CA 95798-9052  
(or via Interagency Mail Service #Z-1)



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
RUSS BASSETT CORPORATION  
CMAS NO. 4-08-71-0077C, SUPPLEMENT NO. 1**

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

**3. Service and Delivery after Contract Expiration**

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

**4. Multiple Contracts on STD. 65 Order Form**

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

**5. Amendments to Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS contract has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

**CONTRACTOR OWNERSHIP INFORMATION**

Russ Bassett Corporation is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:  
[www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx)  
then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**

See the current fees in the DGS Price Book at:  
[www.dgs.ca.gov/ofs/Resources/Pricebook.aspx](http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx)

**SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
RUSS BASSETT CORPORATION  
CMAS NO. 4-08-71-0077C, SUPPLEMENT NO. 1**

- List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
- Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
- Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

**NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**SPECIAL MANUFACTURED GOODS**

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods contracts, see the CMAS contract Non-IT Commodities Terms & Conditions, Provision 69, Progress Payments.

**TRADE-IN EQUIPMENT**

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

**OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

Contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.
6. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the

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remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
4. Any other item or class of items specifically excluded from the scope of this contract.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

**UPDATES AND/OR CHANGES**

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality

of items provided, the amount paid to the contractor or on the cost to the State.

- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

**STATEWIDE PROCUREMENT REQUIREMENTS**

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.

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- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

**ETHNICITY/RACE/GENDER REPORTING  
REQUIREMENT**

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this contract are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**2. Payee Data Record (Std. 204)**

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:

[www.dgs.ca.gov/ofs/Resources/Pricebook.aspx](http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx).

**Orders from Local Government Agencies:**

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

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The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**4. Contractor Invoices**

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

**6. Credit Card**

Russ Bassett Corporation accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

**7. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

**8. Leasing**

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is [www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx](http://www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx). Buyers may contact the GS \$Mart™ Administrator, Pat Mullen by phone at (916) 375-4617 or via e-mail at [pat.mullen@dgs.ca.gov](mailto:pat.mullen@dgs.ca.gov) for further information.

**9. Maintenance Tax**

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

The contractor will be required to itemize the taxed consumables for State accounting purposes.

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**CONTRACTOR QUARTERLY REPORT PROCESS**

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions. This report shall be mailed to:

Department of General Services  
Procurement Division – CMAS Unit  
Attention: Quarterly Report Processing  
PO Box 989052, MS #2-202  
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663  
CMAS Unit E-Mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.

- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

|           |                 |            |
|-----------|-----------------|------------|
| Quarter 1 | Jan 1 to Mar 31 | Due Apr 15 |
| Quarter 2 | Apr 1 to Jun 30 | Due Jul 15 |
| Quarter 3 | Jul 1 to Sep 30 | Due Oct 15 |
| Quarter 4 | Oct 1 to Dec 31 | Due Jan 15 |

**CONTRACTOR QUARTERLY INCENTIVE FEES**

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS**

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

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It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

**AGENCY RESPONSIBILITY**

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

**CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

**FEDERAL DEBARMENT**

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

**State agencies (not local governments) must follow the instructions below for shipping charges exceeding \$50.**

All shipments will be made by ground transportation unless otherwise ordered on the Std. 65.

**Before placing order**, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the Contract/Delegation Purchase Order (Std. 65) in the format shown below.

**Shipping Instructions:**

Supplier route via \_\_\_\_\_

Carrier's telephone number \_\_\_\_\_

Annotate bill(s) of lading as follows:

"Freight for account of State of California. Tender Number \_\_\_\_\_ applies. State of California

Purchase Order Number \_\_\_\_\_

SHIP FREIGHT COLLECT."

Estimated Freight charges: \_\_\_\_\_

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

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*The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).*

**Shipping Instructions:**

Supplier route via United Parcel Service (ground).  
State of California, Department of

\_\_\_\_\_ UPS account number applies.

State of California Purchase Order Number \_\_\_\_\_.

SHIP COLLECT.

Estimated UPS charges: \_\_\_\_\_.

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

**Contractor Note:** Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the contractor.

**AMERICANS WITH DISABILITY ACT (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 202  
West Sacramento, CA 95605-2811

Phone # (916) 375-4363  
Fax # (916) 375-4663.



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## ATTACHMENT A

### ADA NOTICE

Procurement Division (State Department of General Services) AMERICANS  
 WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

**IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.**

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891  
 Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379  
 TTY: 1-800-735-2929 or 1-888-877-5378  
 Speech-to-Speech: 1-800-854-7784

## ATTACHMENT B CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: \_\_\_\_\_ Reporting Calendar Year: \_\_\_\_\_ Revision

Contract Number: \_\_\_\_\_ Reporting Quarter:  Q1 (Jan-Mar)  Q2 (Apr-Jun)  Q3 (Jul-Sep)  Q4 (Oct-Dec)

For Questions Regarding This Report Contact:  
 Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Check Here if No New Orders for This Quarter

| STATE AGENCY PURCHASES |                       |                     |                     |                                  |                |                |
|------------------------|-----------------------|---------------------|---------------------|----------------------------------|----------------|----------------|
| State Agency Name      | Purchase Order Number | Purchase Order Date | Agency Billing Code | Total Dollars Per Purchase Order | Agency Contact | Agency Address |
|                        |                       |                     |                     |                                  |                |                |
|                        |                       |                     |                     |                                  |                |                |
|                        |                       |                     |                     |                                  |                |                |
|                        |                       |                     |                     |                                  |                |                |

Total State Agency Dollars Reported for Quarter: \$ \_\_\_\_\_

| LOCAL GOVERNMENT AGENCY PURCHASES |                       |                     |                                  |                |                |              |
|-----------------------------------|-----------------------|---------------------|----------------------------------|----------------|----------------|--------------|
| Local Government Agency Name      | Purchase Order Number | Purchase Order Date | Total Dollars Per Purchase Order | Agency Contact | Agency Address | Phone Number |
|                                   |                       |                     |                                  |                |                |              |
|                                   |                       |                     |                                  |                |                |              |
|                                   |                       |                     |                                  |                |                |              |
|                                   |                       |                     |                                  |                |                |              |

Total Local Government Agency Dollars for Quarter: \$ \_\_\_\_\_ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ \_\_\_\_\_

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ \_\_\_\_\_

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**Instructions for completing the CMAS Quarterly Business Activity Report**

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

**Notes:**

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

GSPD-401 Non-IT Commodities-CMAS

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
  - a) "Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - b) "Buyer" means the State's authorized Contracting official.
  - c) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
  - d) "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - e) "Goods" (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
  - f) "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
  
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
  
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
  
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
  
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
  
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
  
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
  - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
  - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
  
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
  - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
  
9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
 

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
  
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
  
11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
  - a) these General Provisions - Non-IT Commodities;
  - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
  - c) federal GSA (or other multiple award) terms and conditions;

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## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- d) Statement of Work, including any specifications incorporated by reference herein;
- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.
12. **PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
- i) show the number of the container and the total number of containers in the shipment; and
  - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
  - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
  - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
14. **TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
15. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
16. **SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
17. **INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
  - b) All Goods may be subject to inspection and test by the State or its authorized representatives.
  - c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
  - d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
  - e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
18. **SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
  - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
19. **CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

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## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.
20. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
21. **INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
22. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
23. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- i) Stop work as specified in the Notice of Termination.
  - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
  - iii) Terminate all subContracts to the extent they relate to the work terminated.
  - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.
24. **TERMINATION FOR DEFAULT:**
- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
  - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
  - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
- i) Completed Goods, and
  - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be

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## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

- necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.
25. **FORCE MAJEURE:**  
Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- a) Acts of God or of the public enemy, and
  - b) Acts of the federal or state government in either its sovereign or Contractual capacity.
- If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
26. **RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
  - b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
  - c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
  - d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
27. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
  - b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.
28. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.
29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

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- of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
35. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
36. **PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
  - b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
  - c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
    - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
    - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
  - d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
  - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
  - iii) The modification by the State of the equipment furnished hereunder or of the software; or
  - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.
37. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.
38. **DISPUTES:**
- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
  - b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure



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- to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
39. STOP WORK:
- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
  - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
40. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
41. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
42. NONDISCRIMINATION CLAUSE:
- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.
43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

## GSPD-401 Non-IT Commodities-CMAS

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
GENERAL PROVISIONS - NON-IT COMMODITIES**

44. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
  - b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
  - c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
    - i) the assignee has not been injured thereby, or
    - ii) the assignee declines to file a court action for the cause of action.
45. **DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i) the dangers of drug abuse in the workplace;
    - ii) the person's or organization's policy of maintaining a drug-free workplace;
    - iii) any available counseling, rehabilitation and employee assistance programs; and,
    - iv) penalties that may be imposed upon employees for drug abuse violations.
  - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
    - i) will receive a copy of the company's drug-free policy statement; and,
    - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
46. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
47. **SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov) and Public Contract Code Section 6108.
  - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
48. **RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
49. **CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
50. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

## GSPD-401 Non-IT Commodities-CMAS

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
GENERAL PROVISIONS - NON-IT COMMODITIES**

51. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
52. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.
54. **DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.
55. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION-REPORTING REQUIREMENTS:**
- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
56. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b)).

ADDITIONAL CMAS TERMS AND CONDITIONS

57. **CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:**  
Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.
58. **CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):**
- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
  - b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
  - c) The Contractor hereby certifies by signing this Contract that:
    - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
    - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
  - d) Laws to be Observed
    - i) Labor  
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated

## GSPD-401 Non-IT Commodities-CMAS

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.

ii) Worker's Compensation Insurance

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. CMAS -- DEBARMENT CERTIFICATION (FEDERALLY

FUNDED CONTRACTS): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
  - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
  - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
  - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
  - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency

## GSPD-401 Non-IT Commodities-CMAS

## CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - NON-IT COMMODITIES

in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

**64. CMAS -- SUBCONTRACTING REQUIREMENTS:**

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

**65. CMAS -- RENTAL AGREEMENTS:**

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

**66. CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through "Lease \$Mart™", the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

**67. CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

**68. CMAS -- LIQUIDATED DAMAGES:**

In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

**69. CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:** In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract securing the faithful performance of the Contract by the Contractor.

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## AGENDA REPORT

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**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager  
By: Joaquin Vazquez, Deputy City Attorney

**Date:** November 7, 2016

**Subject:** Consideration to Adopt Ordinances Relating to the Adoption of a Code Amendment to Either (1) Prohibit Outdoor Personal Marijuana Cultivation and Establish Regulations and a Permitting Process for Indoor Personal Marijuana Cultivation; or (2) Establish Regulations and a Permitting Process for Both Indoor and Outdoor Personal Marijuana Cultivation, Subject to California Voter Approval of Proposition 64

### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Conduct a Public Hearing; and
- b. Pending public testimony, waive full reading and adopt either:
  - i. Urgency Ordinance No. U-1658 (Attachment "A") by title, "An Urgency Ordinance of the City Council of the City of San Fernando, California, Prohibiting Outdoor Personal Marijuana Cultivation and Establishing Regulations and a Permitting Process for the Indoor Personal Cultivation of Marijuana and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937, Subject to California voter Approval of Proposition 64 at the Tuesday, November 8, 2016 Election" by no less than four-fifths (4/5) vote of the City Council; and
  - ii. Backup Ordinance No. 1659 (Attachment "B") by title, "An Ordinance of the City Council of the City of San Fernando, California, Prohibiting Outdoor Personal Marijuana Cultivation and Establishing Regulations and a Permitting Process for the Indoor Personal Cultivation of Marijuana, Subject to California voter Approval of Proposition 64 at the Tuesday, November 8, 2016 Election" by majority vote of the City Council.

### **OR**

- iii. Urgency Ordinance No. U-1660 (Attachment "C") by title, "An Urgency Ordinance of the City Council of the City of San Fernando, California, Establishing Regulations and a

**Consideration to Adopt Ordinances Relating to the Adoption of a Code Amendment to Either (1) Prohibit Outdoor Personal Marijuana Cultivation and Establish Regulations and a Permitting Process for Indoor Personal Marijuana Cultivation; or (2) Establish Regulations and a Permitting Process for Both Indoor and Outdoor Personal Marijuana Cultivation, Subject to California Voter Approval of Proposition 64**

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Permitting Process for the Indoor and Outdoor Personal Cultivation of Marijuana in Certain Residential Areas and Declaring the Urgency Thereof in Accordance with Government Code Sections 36934 and 36937, Subject to California voter Approval of Proposition 64 at the Tuesday, November 8, 2016 Election” by no less than four-fifths (4/5) vote of the City Council; and

- iv. Backup Ordinance No. 1661 (Attachment “D”) by title, “An Ordinance of the City Council of the City of San Fernando, California, Establishing Regulations and a Permitting Process for the Indoor and Outdoor Personal Cultivation of Marijuana in Certain Residential Areas, Subject to California voter Approval of Proposition 64 at the Tuesday, November 8, 2016 Election” by majority vote of the City Council.

**BACKGROUND/ANALYSIS:**

*Proposition 64 Background and Impact on Personal Residential Cultivation*

On November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) will come before state of California (the “State”) voters as Proposition 64. Proposition 64 is a State statute initiative that, if approved, would become effective the next day on November 9, 2016, pursuant to the California Constitution. (Cal. Const., art. II, § 10(a)).

If approved, Proposition 64 would, among other things:

- Legalize the nonmedical use of marijuana by persons 21 years of age and over, and the personal cultivation of up to six marijuana plants; and
- Create a State regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical marijuana, and the manufacturing of nonmedical marijuana products.

Pursuant to Proposition 64, local governments (e.g., cities and counties) can reasonably regulate, but cannot ban, personal indoor cultivation of up to six living marijuana plants within the person’s private residence, including indoor cultivation in an accessory structure, such as a greenhouse, on the same property as the residence that is not physically part of the home. (Health & Saf. Code, §§ 11362.1(a), 11362.1(a)-(b).)

Proposition 64 would also enable local governments, including cities and counties, to regulate or ban the personal cultivation of up to six living marijuana plants outdoors upon the grounds of a private residence. (Health & Saf. Code, § 11362.2(b)(3).) Proposition 64 defines a private residence as “a house, an apartment unit, a mobile home, or other similar dwelling unit” and

**Consideration to Adopt Ordinances Relating to the Adoption of a Code Amendment to Either (1) Prohibit Outdoor Personal Marijuana Cultivation and Establish Regulations and a Permitting Process for Indoor Personal Marijuana Cultivation; or (2) Establish Regulations and a Permitting Process for Both Indoor and Outdoor Personal Marijuana Cultivation, Subject to California Voter Approval of Proposition 64**

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allows persons to possess the marijuana produced by their six cultivated plants. (Health & Saf. Code, § 11362.2(b)(5).)

With regard to both personal indoor and outdoor cultivation, Proposition 64 requires that any and all living marijuana plants personally cultivated be kept: (1) within the person's private residence or upon the grounds of that private residence (e.g. in an outdoor garden area); (2) in a locked space; and (3) not visible by normal unaided vision from a public place. (Health & Safety Code, Section 11362.2(a)(2).)

*City Council Option 1: Personal Outdoor Cultivation Prohibited / Indoor Cultivation Allowed with City Permit and Subject to Regulations*

The first option before the City Council would prohibit all outdoor personal cultivation while allowing indoor personal cultivation subject to regulations and a permitting process.

Option 1 would create a permitting process for only indoor personal cultivation since outdoor personal cultivation would be prohibited. Personal indoor cultivation in any area of the City would be unlawful without an "Indoor Personal Marijuana Cultivation Permit" approved by the Chief Planning Official and Police Chief.

The permitting process has the following additional features:

- Written authorization from the property owner would be required if the relevant residence is leased or rented;
- The form of the application would require approval of the City Attorney, Chief Planning Official, and Chief of Police;
- Application fees would be set by City Council resolution;
- Applications would be filed with the City Clerk;
- Approvals would require an initial inspection to ensure compliance with relevant building, fire, zoning, and other applicable laws and regulations and assent from the applicant for periodic noticed City inspections to ensure ongoing compliance;
- Chief Planning Official and Police Chief approval/denial of an application would be required to be delivered to the applicant within thirty (30) days of the City's receipt of the completed application; and

**Consideration to Adopt Ordinances Relating to the Adoption of a Code Amendment to Either (1) Prohibit Outdoor Personal Marijuana Cultivation and Establish Regulations and a Permitting Process for Indoor Personal Marijuana Cultivation; or (2) Establish Regulations and a Permitting Process for Both Indoor and Outdoor Personal Marijuana Cultivation, Subject to California Voter Approval of Proposition 64**

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- Appeals of application denials would be effectuated through the due process protocol set forth in San Fernando Municipal Code Section 106-76 et seq.

To protect the public health and safety, Option 1 would also establish regulations for indoor cultivation including, but not limited to, the following:

- Cultivation in an accessory structure would be prohibited if it would reduce the amount of required parking applicable to the residence associated with such structure;
- Structures used for cultivation and any rated grow lights, fans, and illumination devices (limited to 2,000 watts total illumination) would only be allowed if compliance with building, housing, and fire code requirements and related permitting and inspection protocols;
- The use of gas products (CO<sub>2</sub>, butane, propane, natural gas, etc.) or generators for indoor grows would be prohibited;
- Portable fire extinguishers would be required in cultivation areas;
- External or noxious olfactory evidence of marijuana cultivation from an adjacent street, sidewalk, public right-of-way, or property would be prohibited; and
- Runoff and waste disposal must comply with local, state, and federal regulations and laws.

While Option 2 would allow residents greater flexibility for personal marijuana cultivation, some jurisdictions have favored banning outdoor cultivation entirely, as Option 1 would accomplish, to avoid creating the risk of trespass and burglary of potentially lucrative marijuana plants.

**City Council Option 2: Both Indoor and Outdoor Personal Cultivation Allowed with City Permit and Subject to Regulations**

The second option before the City Council would allow both indoor and outdoor personal cultivation while establishing regulations and a permitting process for both types of personal cultivation.

Option 2 would create a permitting process for both indoor and outdoor personal cultivation that is identical to the permitting process indicated above for Option 1 with the exception that the Option 2 permit would be entitled the "Personal Marijuana Cultivation Permit" since it would address both indoor and outdoor cultivation.

**Consideration to Adopt Ordinances Relating to the Adoption of a Code Amendment to Either (1) Prohibit Outdoor Personal Marijuana Cultivation and Establish Regulations and a Permitting Process for Indoor Personal Marijuana Cultivation; or (2) Establish Regulations and a Permitting Process for Both Indoor and Outdoor Personal Marijuana Cultivation, Subject to California Voter Approval of Proposition 64**

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Option 2 would also establish regulations for indoor cultivation, in the interest of public health and safety, which are identical to the indoor cultivation regulations outlined above for Option 1. Option 2 would additionally establish regulations for outdoor cultivation including, but not limited to, the following:

- Outdoor personal cultivation areas would be allowed within required front, side, and rear setback areas within ten feet from all lot lines and prohibited from displacing any required onsite parking;
- The maximum allowable area for outdoor cultivation would be limited to 100 square feet in cumulative area;
- Plants must be kept within a fully enclosed six-foot fence adequately secure to prevent unauthorized entry;
- The use of lights, heaters, fans, or other mechanical equipment that causes a nuisance to neighbors would be prohibited; and
- Runoff and waste disposal would be obligated to comply with local, state, and federal regulations and laws.

*Urgency Ordinances and "Regular" Ordinances*

Government Code Section 36937 requires that either of the proposed Urgency Ordinances (Attachments "A" and "C") be approved by no less than four-fifths (4/5) of the City Council for adoption and necessitates findings illustrating approval for the immediate preservation of the public peace, health, or safety. The proposed Urgency Ordinances are supported by such necessary findings.

Option 1 and Option 2 each would be effectuated by Urgency Ordinance and "regular" Ordinance. The purpose of introducing an additional regular Ordinance is to provide the City protection against an attempted challenge to the required urgency findings in the Urgency Ordinance. The adoption of Option 1 or Option 2 in an expedited manner is encouraged given that the personal cultivation provisions of Proposition 64 would become effective on November 9, 2016. The regular Ordinances are substantively identical to their Urgency Ordinance counterparts and provide a belt and suspenders approach to enacting pertinent regulations, in the event of a legal challenge.

**Consideration to Adopt Ordinances Relating to the Adoption of a Code Amendment to Either (1) Prohibit Outdoor Personal Marijuana Cultivation and Establish Regulations and a Permitting Process for Indoor Personal Marijuana Cultivation; or (2) Establish Regulations and a Permitting Process for Both Indoor and Outdoor Personal Marijuana Cultivation, Subject to California Voter Approval of Proposition 64**

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The analogous regular Ordinances (Attachments "B" and "D") each require two readings with adoption contingent upon approval by at least three affirmative votes of the City Council. Regular Ordinances become effective 30 days after second reading/adoption.

Both Options 1 and 2 would become effective only upon California voter approval of Proposition 64.

**BUDGET IMPACT:**

Proposition 64 makes local governments responsible for enforcing local ordinances and regulations. The City's Code Enforcement and Police Departments may utilize existing services on an as-needed basis in enforcing the provisions set forth under the available options.

**ATTACHMENTS:**

- A. Urgency Ordinance No. U-1658
- B. Ordinance No. 1659
- C. Urgency Ordinance No. U-1660
- D. Ordinance No. 1661

**ATTACHMENT "A"****URGENCY ORDINANCE NO. U-1658****AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, PROHIBITING OUTDOOR PERSONAL MARIJUANA CULTIVATION AND ESTABLISHING REGULATIONS AND A PERMITTING PROCESS FOR THE INDOOR PERSONAL CULTIVATION OF MARIJUANA AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937, SUBJECT TO CALIFORNIA VOTER APPROVAL OF PROPOSITION 64 AT THE TUESDAY, NOVEMBER 8, 2016 ELECTION**

**WHEREAS**, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the "CUA"), which was codified under Health and Safety Code Section 11262.5 et seq. and was intended to enable persons who are in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician; and

**WHEREAS**, the CUA provides that "nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes"; and

**WHEREAS**, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.)(the "MMP"), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP; and

**WHEREAS**, Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances; and

**WHEREAS**, California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes; and

**WHEREAS**, in 2013, the California Supreme Court in the case of *City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729, found the CUA and MMP do not preempt a city's local regulatory authority and confirmed a city's ability to prohibit medical marijuana dispensaries within its boundaries; and

**WHEREAS**, in 2013, the California Third District Appellate Court held that state law does "not preempt a city's police power to prohibit the cultivation of all marijuana within the city"; and

**WHEREAS**, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the “MMRSA”); and

**WHEREAS**, the MMRSA creates a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis; and

**WHEREAS**, the MMRSA contains new statutory provisions that:

- Allow local government to enact ordinances expressing of their intent to prohibit the cultivation of marijuana and not administer a conditional use permit program pursuant to Health and Safety Code Section 11362.777 for the cultivation of marijuana (Health & Saf. Code, § 11362.777(c)(4));
- Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances, or enforcement of local permit or licensing requirements regarding marijuana (Bus. & Prof. Code, § 19315(a));
- Expressly provide that the Act does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including, but not limited to, a local government’s right to make and enforce within its limits all police regulations not in conflict with its general laws (Bus. & Prof. Code, § 19316(c));
- Require a local government that wishes to prevent marijuana delivery activity (as defined in Business and Professions Code Section 19300.5(m)) from operating within the local government’s boundaries to enact an ordinance affirmatively banning such delivery activity (Bus. & Prof. Code, § 19340(a)); and

**WHEREAS**, on May 16, 2016, the City Council adopted Ordinance No. 1654 to ban “commercial cannabis activities,” as defined under the MCRSA, with the exception of certain commercial cannabis deliveries to locations within the City of San Fernando provided such deliveries originate from legal marijuana dispensaries located outside the territorial boundaries of the City of San Fernando; and

**WHEREAS**, Ordinance No. 1654 bars cannabis delivery operations headquartered in, or otherwise originating from the City of San Fernando; and

**WHEREAS**, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the “MCRSA”) under Senate Bill 837 in June 2016, which also made includes substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees; and

**WHEREAS**, on November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) will come before California voters as Proposition 64; and



**WHEREAS**, if approved, Proposition 64 would legalize the nonmedical use of marijuana by persons 21 years of age and over, and the personal cultivation of up to six marijuana plants; and

**WHEREAS**, if approved, Proposition 64 would additionally create a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical marijuana, and the manufacturing of nonmedical marijuana products; and,

**WHEREAS**, Proposition 64 is a state statute initiative that, if approved, would become effective on November 9, 2016, the day after the November 8, 2016 election, pursuant to the California Constitution (Cal. Const., art. II, § 10(a)); and

**WHEREAS**, pursuant to Proposition 64, local governments, including cities, can reasonably regulate, but cannot ban, personal indoor cultivation of up to six living marijuana plants within the person's private residence, including indoor cultivation in a greenhouse on the same property as the residence that is not physically part of the home (Health & Saf. Code, §§ 11362.1(a), 11362.2(a)-(b)); and

**WHEREAS**, Proposition 64 defines a private residence as "a house, an apartment unit, a mobile home, or other similar dwelling unit) and allows persons to possess the marijuana produced by their six cultivated plants (Health & Saf. Code, § 11362.2(b)(5)); and

**WHEREAS**, Proposition 64 enables local governments, including cities, to regulate and/or ban, the personal cultivation of up to six living marijuana plants outdoors upon the grounds of a private residence (Health & Saf. Code, § 11362.2(b)(3)); and

**WHEREAS**, Proposition 64 requires that any and all living marijuana plants personally cultivated by persons be kept: (1) within the person's private residence or upon the grounds of that private residence (e.g. in an outdoor garden area); (2) in a locked space; and (3) not visible by normal unaided vision from a public place (Health & Saf. Code, § 11362.2(a)(2)); and

**WHEREAS**, the City of San Fernando (the "City") seeks to prohibit the outdoor personal cultivation of marijuana and establish standards and a permitting process for indoor personal marijuana cultivation if Proposition 64 is approved.

**WHEREAS**, Government Code sections 36934 and 36937 authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety.

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

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

**SECTION 2.** Definitions.

- A. "Marijuana" means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.

- B. "Cultivate" means participation any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.
- C. "Private residence" means a house, an apartment unit, a mobilehome, or other similar dwelling.

**SECTION 3.** Urgency Findings.

- A. The Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that certain marijuana related activities can create adverse impacts absent reasonable regulations to address these impacts.
- B. If approved by California voters on November 8, 2016, Proposition 64 would allow individuals to possess, plant, cultivate, harvest, dry, or process not more than six living marijuana plants and possess the marijuana produced by the plants, subject to local government regulations as to indoor personal cultivation and/or local government regulations or bans as to personal marijuana cultivation outdoors upon the grounds of a private residence.
- C. The strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of trespass and burglary. The allowance of unfettered personal marijuana cultivation would therefore be detrimental to the immediate preservation of the public peace, health, and safety in the City.
- D. This Urgency Ordinance would help minimize the creation of attractive nuisances from personal marijuana cultivation and contribute to the preservation of the public peace, health, and safety of the City.

**SECTION 4.** Chapter 42 (Health and Sanitation) of the San Fernando Municipal Code is amended by the addition of Article III (Marijuana Cultivation) which shall read as follows:

**Article III. – Marijuana Cultivation**

**Sec. 42-90 Indoor Personal Marijuana Cultivation Permit Required.**

**Sec. 42-91 Standards for Indoor Personal Marijuana Cultivation.**

**Sec. 42-92 Outdoor Personal Cultivation of Marijuana Prohibited.**

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**Sec. 42-90 Indoor Personal Marijuana Cultivation Permit Required.**

- (a) No indoor personal cultivation, as authorized under Health and Safety Code Section 11362.1(a)(3), shall be conducted in the City without a valid City-issued Indoor

Personal Marijuana Cultivation Permit pursuant to Health and Safety Code Section 11362.2(b)(1).

- (b) The form of the application for an Indoor Personal Cannabis Cultivation Permit shall be approved by the Chief Planning Official, Chief of Police, and City Attorney.
- (c) If a residence proposed to be utilized in any manner for indoor and/or outdoor cultivation is leased or rented, then an Indoor Personal Marijuana Cultivation Permit may only be issued upon a written authorization from the owner of such property that explicitly allows such cultivation, with written authorization including proof of notary on form provided by the City of San Fernando. Such written authorization shall accompany an application for an Indoor Personal Marijuana Cultivation Permit. The property owner may revoke such authorization by providing written notice of revocation to the City and to the permittee. Thirty (30) calendar days after receipt of such notice by the City, the relevant Indoor Personal Marijuana Cultivation Permit shall be null and void.
- (d) Applications shall be filed with the City Clerk and accompanied by an application (including inspection) fee and any other required site plans or documentation, as established by City Council resolution.
- (e) The Chief Planning Official and Chief of Police, or designee(s), shall consider and either approve or disapprove an application for an Indoor Personal Marijuana Cultivation Permit and deliver written notice of such approval or disapproval by first class mail to the applicant within thirty (30) calendar days of the City's receipt of such complete application.
- (f) Appeal of Permit Denial. A denial of an Indoor Personal Marijuana Cultivation Permit may be made in accordance with the procedural protocol set forth in San Fernando Municipal Code Section 106-76 et seq. for appeals of certain zoning-related determinations, which provide for aggrieved parties to appeal to the Planning Commission and City Council, if necessary.
- (g) Periodic Inspections. Permittees who possess current and valid Indoor Personal Marijuana Cultivation Permits shall be subject to quarterly City inspections to ensure compliance with the standards set forth in this Article III of Chapter 42 upon at least seventy-two (72) hours written notice from the City.

**Sec. 42-91 Standards for Indoor Personal Marijuana Cultivation.**

- (a) Indoor personal marijuana cultivation shall be limited to the inside of a private residence or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure, pursuant to Health and Safety Code Section 11362.1 and 11362.2, so long as the portion of the residence or eligible accessory structure utilized for such cultivation does not reduce the amount of required on-site parking spaces applicable to the relevant residence(s).

- (b) Any and all live marijuana plants cultivated indoors by persons in the City pursuant to Health and Safety Code Section 11362.1(a)(3) shall be kept in a locked space that is not visible by normal unaided vision from a public place, subject to any and all limitations applicable under Health and Safety Code Sections 11362.1 and 11362.2.
- (c) All structures in which such indoor personal cannabis cultivation occurs shall comply with all applicable zoning, building, housing, and fire code requirements.
- (d) The use of grow lights, fans, ventilation devices or any other electrical, irrigation, or mechanical equipment shall comply with all applicable building, housing, and fire code requirements and related permitting and inspection requirements.
- (e) Indoor grow lights shall not exceed 2,000 watts total illumination, and the installation, wiring, and operation of such lighting shall comply with the applicable building, housing, and fire code requirements and related permitting and inspection protocols.
- (f) The use of gas products (CO<sub>2</sub>, butane, propane, natural gas, etc.) or generators for personal indoor marijuana cultivation shall be prohibited.
- (g) Any structure utilized for personal indoor marijuana cultivation shall have ventilation and filtration systems installed to prevent the odor of cannabis from escaping the interiors of such structure and the accumulation of mold. Such systems shall be compliant with applicable building, housing, and fire code requirements and has undergone and related necessary inspections.
- (h) The cultivation area shall not be accessible to persons under 21 years of age.
- (i) A portable fire extinguisher shall be kept in the same room where indoor cultivation occurs.
- (j) There shall be no external or noxious olfactory evidence of marijuana cultivation from any street, sidewalk, public right-of-way, or adjacent property.
- (k) Runoff and waste disposal by the residence where cultivation occurs must be in compliance with any applicable local, state, and federal regulations and laws.

**Sec. 42-92 Outdoor Personal Cultivation of Marijuana Prohibited.**

The personal cultivation of cannabis outdoors upon the grounds of a private residence shall be completely prohibited in all zones in the City of San Fernando, pursuant to Health and Safety Code Section 11361.2(b)(3).

**SECTION 5.** CEQA. The proposed Urgency Ordinance does not have the potential to cause significant effects on the environment and is exempt from the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines Section 15061(b)(3), because there is no possibility that the activities contemplated herein will have a significant effect on the environment.

**SECTION 6.** Inconsistent Provisions. Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Urgency Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Urgency Ordinance.

**SECTION 7.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Urgency Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 8.** Effective Date. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of San Fernando by Government Code sections 36934 and 36937 and shall be in full force and effect upon: (1) its adoption by a four-fifths (4/5) vote of the City Council; and (2) California state voter approval of Proposition 64 at the November 8, 2016 election.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting on this 7<sup>th</sup> day of November, 2016.

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Robert C. Gonzales, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**APPROVED AS TO FORM:**

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Rick R. Olivarez, City Attorney

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

I, Elena G. Chavez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Urgency Ordinance No. U-1658, was passed and adopted at the regular meeting of said City Council, duly held on the 7<sup>th</sup> day of November 2016, by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**ATTACHMENT “B”****ORDINANCE NO. 1659****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, PROHIBITING OUTDOOR PERSONAL MARIJUANA CULTIVATION AND ESTABLISHING REGULATIONS AND A PERMITTING PROCESS FOR THE INDOOR PERSONAL CULTIVATION OF MARIJUANA, SUBJECT TO CALIFORNIA VOTER APPROVAL OF PROPOSITION 64 AT THE TUESDAY, NOVEMBER 8, 2016 ELECTION**

**WHEREAS**, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the “CUA”), which was codified under Health and Safety Code Section 11262.5 et seq. and was intended to enable persons who are in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician; and

**WHEREAS**, the CUA provides that “nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes”; and

**WHEREAS**, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.)(the “MMP”), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP; and

**WHEREAS**, Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances; and

**WHEREAS**, California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes; and

**WHEREAS**, in 2013, the California Supreme Court in the case of *City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729, found the CUA and MMP do not preempt a city’s local regulatory authority and confirmed a city’s ability to prohibit medical marijuana dispensaries within its boundaries; and

**WHEREAS**, in 2013, the California Third District Appellate Court held that state law does “not preempt a city’s police power to prohibit the cultivation of all marijuana within the city”; and

**WHEREAS**, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the “MMRSA”); and

**WHEREAS**, the MMRSA creates a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis; and

**WHEREAS**, the MMRSA contains new statutory provisions that:

- Allow local government to enact ordinances expressing of their intent to prohibit the cultivation of marijuana and not administer a conditional use permit program pursuant to Health and Safety Code Section 11362.777 for the cultivation of marijuana (Health & Saf. Code, § 11362.777(c)(4));
- Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances, or enforcement of local permit or licensing requirements regarding marijuana (Bus. & Prof. Code, § 19315(a));
- Expressly provide that the Act does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including, but not limited to, a local government’s right to make and enforce within its limits all police regulations not in conflict with its general laws (Bus. & Prof. Code, § 19316(c));
- Require a local government that wishes to prevent marijuana delivery activity (as defined in Business and Professions Code Section 19300.5(m)) from operating within the local government’s boundaries to enact an ordinance affirmatively banning such delivery activity (Bus. & Prof. Code, § 19340(a)); and

**WHEREAS**, on May 16, 2016, the City Council adopted Ordinance No. 1654 to ban “commercial cannabis activities,” as defined under the MCRSA, with the exception of certain commercial cannabis deliveries to locations within the City of San Fernando provided such deliveries originate from legal marijuana dispensaries located outside the territorial boundaries of the City of San Fernando; and

**WHEREAS**, Ordinance No. 1654 bars cannabis delivery operations headquartered in, or otherwise originating from the City of San Fernando; and

**WHEREAS**, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the “MCRSA”) under Senate Bill 837 in June 2016, which also made includes substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees; and

**WHEREAS**, on November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) will come before California voters as Proposition 64; and



**WHEREAS**, if approved, Proposition 64 would legalize the nonmedical use of marijuana by persons 21 years of age and over, and the personal cultivation of up to six marijuana plants; and

**WHEREAS**, if approved, Proposition 64 would additionally create a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical marijuana, and the manufacturing of nonmedical marijuana products;

**WHEREAS**, Proposition 64 is a state statute initiative that, if approved, would become effective on November 9, 2016, the day after the November 8, 2016 election, pursuant to the California Constitution (Cal. Const., art. II, § 10(a)); and

**WHEREAS**, pursuant to Proposition 64, local governments, including cities, can reasonably regulate, but cannot ban, personal indoor cultivation of up to six living marijuana plants within the person's private residence, including indoor cultivation in a greenhouse on the same property as the residence that is not physically part of the home (Health & Saf. Code, §§ 11362.1(a), 11362.2(a)-(b)); and

**WHEREAS**, Proposition 64 defines a private residence as "a house, an apartment unit, a mobile home, or other similar dwelling unit) and allows persons to possess the marijuana produced by their six cultivated plants (Health & Saf. Code, § 11362.2(b)(5)); and

**WHEREAS**, Proposition 64 enables local governments, including cities, to regulate and/or ban, the personal cultivation of up to six living marijuana plants outdoors upon the grounds of a private residence (Health & Saf. Code, § 11362.2(b)(3)); and

**WHEREAS**, Proposition 64 requires that any and all living marijuana plants personally cultivated by persons be kept: (1) within the person's private residence or upon the grounds of that private residence (e.g. in an outdoor garden area); (2) in a locked space; and (3) not visible by normal unaided vision from a public place (Health & Saf. Code, § 11362.2(a)(2)); and

**WHEREAS**, the City of San Fernando (the "City") seeks to prohibit the outdoor personal cultivation of marijuana and establish standards and a permitting process for indoor personal marijuana cultivation if Proposition 64 is approved.

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

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

**SECTION 2.** Definitions.

- A. "Marijuana" means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.
- B. "Cultivate" means participation any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.

- C. “Private residence” means a house, an apartment unit, a mobilehome, or other similar dwelling.

**SECTION 3.** Chapter 42 (Health and Sanitation) of the San Fernando Municipal Code is amended by the addition of Article III (Marijuana Cultivation) which shall read as follows:

**Article III. – Marijuana Cultivation**

**Sec. 42-90 Indoor Personal Marijuana Cultivation Permit Required.**

**Sec. 42-91 Standards for Indoor Personal Marijuana Cultivation.**

**Sec. 42-92 Outdoor Personal Cultivation of Marijuana Prohibited.**

---

**Sec. 42-90 Indoor Personal Marijuana Cultivation Permit Required.**

- (a) No indoor personal cultivation, as authorized under Health and Safety Code Section 11362.1(a)(3), shall be conducted in the City without a valid City-issued Indoor Personal Marijuana Cultivation Permit pursuant to Health and Safety Code Section 11362.2(b)(1).
- (b) The form of the application for an Indoor Personal Cannabis Cultivation Permit shall be approved by the Chief Planning Official, Chief of Police, and City Attorney.
- (c) If a residence proposed to be utilized in any manner for indoor and/or outdoor cultivation is leased or rented, then an Indoor Personal Marijuana Cultivation Permit may only be issued upon a written authorization from the owner of such property that explicitly allows such cultivation, with written authorization including proof of notary on form provided by the City of San Fernando. Such written authorization shall accompany an application for an Indoor Personal Marijuana Cultivation Permit. The property owner may revoke such authorization by providing written notice of revocation to the City and to the permittee. Thirty (30) calendar days after receipt of such notice by the City, the relevant Indoor Personal Marijuana Cultivation Permit shall be null and void.
- (d) Applications shall be filed with the City Clerk and accompanied by an application (including inspection) fee and any other required site plans or documentation, as established by City Council resolution.
- (e) The Chief Planning Official and Chief of Police, or designee(s), shall consider and either approve or disapprove an application for an Indoor Personal Marijuana Cultivation Permit and deliver written notice of such approval or disapproval by first class mail to the applicant within thirty (30) calendar days of the City’s receipt of such complete application.

- (f) Appeal of Permit Denial. A denial of an Indoor Personal Marijuana Cultivation Permit may be made in accordance with the procedural protocol set forth in San Fernando Municipal Code Section 106-76 et seq. for appeals of certain zoning-related determinations, which provide for aggrieved parties to appeal to the Planning Commission and City Council, if necessary.
- (g) Periodic Inspections. Permittees who possess current and valid Indoor Personal Marijuana Cultivation Permits shall be subject to quarterly City inspections to ensure compliance with the standards set forth in this Article III of Chapter 42 upon at least seventy-two (72) hours written notice from the City.

#### **Sec. 42-91 Standards for Indoor Personal Marijuana Cultivation.**

- (a) Indoor personal marijuana cultivation shall be limited to the inside of a private residence or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure, pursuant to Health and Safety Code Section 11362.1 and 11362.2, so long as the portion of the residence or eligible accessory structure utilized for such cultivation does not reduce the amount of required on-site parking spaces applicable to the relevant residence(s).
- (b) Any and all live marijuana plants cultivated indoors by persons in the City pursuant to Health and Safety Code Section 11362.1(a)(3) shall be kept in a locked space that is not visible by normal unaided vision from a public place, subject to any and all limitations applicable under Health and Safety Code Sections 11362.1 and 11362.2.
- (c) All structures in which such indoor personal cannabis cultivation occurs shall comply with all applicable zoning, building, housing, and fire code requirements.
- (d) The use of grow lights, fans, ventilation devices or any other electrical, irrigation, or mechanical equipment shall comply with all applicable building, housing, and fire code requirements and related permitting and inspection requirements.
- (e) Indoor grow lights shall not exceed 2,000 watts total illumination, and the installation, wiring, and operation of such lighting shall comply with the applicable building, housing, and fire code requirements and related permitting and inspection protocols.
- (f) The use of gas products (CO<sub>2</sub>, butane, propane, natural gas, etc.) or generators for personal indoor marijuana cultivation shall be prohibited.
- (g) Any structure utilized for personal indoor marijuana cultivation shall have ventilation and filtration systems installed to prevent the odor of cannabis from escaping the interiors of such structure and the accumulation of mold. Such systems shall be compliant with applicable building, housing, and fire code requirements and has undergone and related necessary inspections.
- (h) The cultivation area shall not be accessible to persons under 21 years of age.

- (i) A portable fire extinguisher shall be kept in the same room where indoor cultivation occurs.
- (j) There shall be no external or noxious olfactory evidence of marijuana cultivation from any street, sidewalk, public right-of-way, or adjacent property.
- (k) Runoff and waste disposal by the residence where cultivation occurs must be in compliance with any applicable local, state, and federal regulations and laws.

**Sec. 42-92 Outdoor Personal Cultivation of Marijuana Prohibited.**

The personal cultivation of cannabis outdoors upon the grounds of a private residence shall be completely prohibited in all zones in the City of San Fernando, pursuant to Health and Safety Code Section 11361.2(b)(3).

**SECTION 4.** CEQA. The proposed Ordinance does not have the potential to cause significant effects on the environment and is exempt from the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines Section 15061(b)(3), because there is no possibility that the activities contemplated herein will have a significant effect on the environment.

**SECTION 5.** Inconsistent Provisions. Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

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

**SECTION 7.** Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective no sooner than thirty (30) days after adoption and upon California state voter approval of Proposition 64 at the November 8, 2016 election.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting on this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Robert C. Gonzales, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rick R. Olivarez, City Attorney

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

I, Elena G. Chavez, City Clerk of the City of San Fernando, do hereby certify that Ordinance No. 1659 was introduced for a first reading on the 7<sup>th</sup> day of November, 2016 and approved for a second reading and adopted by said City Council at its regular meeting duly held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**ATTACHMENT “C”****URGENCY ORDINANCE NO. U-1660****AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ESTABLISHING REGULATIONS AND A PERMITTING PROCESS FOR THE INDOOR AND OUTDOOR PERSONAL CULTIVATION OF MARIJUANA IN CERTAIN RESIDENTIAL AREAS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937, SUBJECT TO CALIFORNIA VOTER APPROVAL OF PROPOSITION 64 AT THE TUESDAY, NOVEMBER 8, 2016 ELECTION**

**WHEREAS**, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the “CUA”), which was codified under Health and Safety Code Section 11262.5 et seq. and was intended to enable persons who are in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician; and

**WHEREAS**, the CUA provides that “nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes”; and

**WHEREAS**, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.)(the “MMP”), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP; and

**WHEREAS**, Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances; and

**WHEREAS**, California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes; and

**WHEREAS**, in 2013, the California Supreme Court in the case of *City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729, found the CUA and MMP do not preempt a city’s local regulatory authority and confirmed a city’s ability to prohibit medical marijuana dispensaries within its boundaries; and

**WHEREAS**, in 2013, the California Third District Appellate Court held that state law does “not preempt a city’s police power to prohibit the cultivation of all marijuana within the city”; and

**WHEREAS**, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the “MMRSA”); and

**WHEREAS**, the MMRSA creates a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis; and

**WHEREAS**, the MMRSA contains new statutory provisions that:

- Allow local government to enact ordinances expressing of their intent to prohibit the cultivation of marijuana and not administer a conditional use permit program pursuant to Health and Safety Code Section 11362.777 for the cultivation of marijuana (Health & Saf. Code, § 11362.777(c)(4));
- Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances, or enforcement of local permit or licensing requirements regarding marijuana (Bus. & Prof. Code, § 19315(a));
- Expressly provide that the Act does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including, but not limited to, a local government’s right to make and enforce within its limits all police regulations not in conflict with its general laws (Bus. & Prof. Code, § 19316(c));
- Require a local government that wishes to prevent marijuana delivery activity (as defined in Business and Professions Code Section 19300.5(m)) from operating within the local government’s boundaries to enact an ordinance affirmatively banning such delivery activity (Bus. & Prof. Code, § 19340(a)); and

**WHEREAS**, on May 16, 2016, the City Council adopted Ordinance No. 1654 to ban “commercial cannabis activities,” as defined under the MCRSA, with the exception of certain commercial cannabis deliveries to locations within the City of San Fernando provided such deliveries originate from legal marijuana dispensaries located outside the territorial boundaries of the City of San Fernando; and

**WHEREAS**, Ordinance No. 1654 bars cannabis delivery operations headquartered in, or otherwise originating from the City of San Fernando; and

**WHEREAS**, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the “MCRSA”) under Senate Bill 837 in June 2016, which also made includes substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees; and

**WHEREAS**, on November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) will come before California voters as Proposition 64; and

**WHEREAS**, if approved, Proposition 64 would legalize the nonmedical use of marijuana by persons 21 years of age and over, and the personal cultivation of up to six marijuana plants; and

**WHEREAS**, if approved, Proposition 64 would additionally create a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical marijuana, and the manufacturing of nonmedical marijuana products;

**WHEREAS**, Proposition 64 is a state statute initiative that, if approved, would become effective on November 9, 2016, the day after the November 8, 2016 election, pursuant to the California Constitution (Cal. Const., art. II, § 10(a)); and

**WHEREAS**, pursuant to Proposition 64, local governments, including cities, can reasonably regulate, but cannot ban, personal indoor cultivation of up to six living marijuana plants within the person's private residence, including indoor cultivation in a greenhouse on the same property as the residence that is not physically part of the home (Health & Saf. Code, §§ 11362.1(a), 11362.2(a)-(b)); and

**WHEREAS**, Proposition 64 defines a private residence as "a house, an apartment unit, a mobile home, or other similar dwelling unit) and allows persons to possess the marijuana produced by their six cultivated plants (Health & Saf. Code, § 11362.2(b)(5)); and

**WHEREAS**, Proposition 64 enables local governments, including cities, to regulate and/or ban, the personal cultivation of up to six living marijuana plants outdoors upon the grounds of a private residence (Health & Saf. Code, § 11362.2(b)(3)); and

**WHEREAS**, Proposition 64 requires that any and all living marijuana plants personally cultivated by persons be kept: (1) within the person's private residence or upon the grounds of that private residence (e.g. in an outdoor garden area); (2) in a locked space; and (3) not visible by normal unaided vision from a public place (Health & Saf. Code, § 11362.2(a)(2)); and

**WHEREAS**, the City of San Fernando (the "City") seeks to establish standards and a permitting process for personal marijuana cultivation if Proposition 64 is approved.

**WHEREAS**, Government Code sections 36934 and 36937 authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety.

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

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

**SECTION 2.** Definitions.

- A. "Marijuana" means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.



- B. "Cultivate" means participation any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.
- C. "Private residence" means a house, an apartment unit, a mobilehome, or other similar dwelling.

**SECTION 3.** Urgency Findings.

- A. The Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that certain marijuana related activities can create adverse impacts absent reasonable regulations to address these impacts.
- B. If approved by California voters on November 8, 2016, Proposition 64 would allow individuals to possess, plant, cultivate, harvest, dry, or process not more than six living marijuana plants and possess the marijuana produced by the plants, subject to local government regulations as to indoor personal cultivation and/or local government regulations or bans as to personal marijuana cultivation outdoors upon the grounds of a private residence.
- C. The strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of trespass and burglary. The allowance of unfettered personal marijuana cultivation would therefore be detrimental to the immediate preservation of the public peace, health, and safety in the City.
- D. This Urgency Ordinance would help minimize the creation of attractive nuisances from personal marijuana cultivation and contribute to the preservation of the public peace, health, and safety of the City.

**SECTION 4.** Chapter 42 (Health and Sanitation) of the San Fernando Municipal Code is amended by the addition of Article III (Marijuana Cultivation) which shall read as follows:

**Article III. – Marijuana Cultivation**

**Sec. 42-90 Personal Marijuana Cultivation Permit Required.**

**Sec. 42-91 Standards for Indoor Personal Marijuana Cultivation.**

**Sec. 42-92 Standards for Limited Outdoor Personal Cultivation of Marijuana.**

**Sec. 42-90 Personal Marijuana Cultivation Permit Required.**

- (a) No personal cultivation, as authorized under Health and Safety Code Section 11362.1(a)(3), shall be conducted in the City without a valid City-issued Personal

Marijuana Cultivation Permit pursuant to Health and Safety Code Section 11362.2(b)(1).

- (b) The form of the application for a Personal Cannabis Cultivation Permit shall be approved by the Chief Planning Official, Chief of Police, and City Attorney.
- (c) If a residence proposed to be utilized in any manner for indoor and/or outdoor cultivation is leased or rented, then a Personal Marijuana Cultivation Permit may only be issued upon a written authorization from the owner of such property that explicitly allows such cultivation, with written authorization including proof of notary on form provided by the City of San Fernando. Such written authorization shall accompany an application for a Personal Marijuana Cultivation Permit. The property owner may revoke such authorization by providing written notice of revocation to the City and to the permittee. Thirty (30) calendar days after receipt of such notice by the City, the relevant Personal Marijuana Cultivation Permit shall be null and void.
- (d) Applications shall be filed with the City Clerk and accompanied by an application (including inspection) fee and any other required site plans or documentation, as established by City Council resolution.
- (e) The Chief Planning Official and Chief of Police, or designee(s), shall consider and either approve or disapprove an application for a Personal Marijuana Cultivation Permit and deliver written notice of such approval or disapproval by first class mail to the applicant within thirty (30) calendar days of the City's receipt of such complete application.
- (f) Appeal of Permit Denial. A denial of a Personal Marijuana Cultivation Permit may be made in accordance with the procedural protocol set forth in San Fernando Municipal Code Section 106-76 et seq. for appeals of certain zoning-related determinations, which provide for aggrieved parties to appeal to the Planning Commission and City Council, if necessary.
- (g) Periodic Inspections. Permittees who possess current and valid Personal Marijuana Cultivation Permits shall be subject to quarterly City inspections to ensure compliance with the standards set forth in this Article III of Chapter 42 upon at least seventy-two (72) hours written notice from the City.

**Sec. 42-91 Standards for Indoor Personal Marijuana Cultivation.**

- (a) Indoor personal marijuana cultivation shall be limited to the inside of a private residence or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure, pursuant to Health and Safety Code Section 11362.1 and 11362.2, so long as the portion of the residence or eligible accessory structure utilized for such cultivation does not reduce the amount of required on-site parking spaces applicable to the relevant residence(s).

- (b) Any and all live marijuana plants cultivated indoors by persons in the City pursuant to Health and Safety Code Section 11362.1(a)(3) shall be kept in a locked space that is not visible by normal unaided vision from a public place, subject to any and all limitations applicable under Health and Safety Code Sections 11362.1 and 11362.2.
- (c) All structures in which such indoor personal cannabis cultivation occurs shall comply with all applicable zoning, building, housing, and fire code requirements.
- (d) The use of grow lights, fans, ventilation devices or any other electrical, irrigation, or mechanical equipment shall comply with all applicable building, housing, and fire code requirements and related permitting and inspection requirements.
- (e) Indoor grow lights shall not exceed 2,000 watts total illumination, and the installation, wiring, and operation of such lighting shall comply with the applicable building, housing, and fire code requirements and related permitting and inspection protocols.
- (f) The use of gas products (CO<sub>2</sub>, butane, propane, natural gas, etc.) or generators for personal indoor marijuana cultivation shall be prohibited.
- (g) Any structure utilized for personal indoor marijuana cultivation shall have ventilation and filtration systems installed to prevent the odor of cannabis from escaping the interiors of such structure and the accumulation of mold. Such systems shall be compliant with applicable building, housing, and fire code requirements and has undergone and related necessary inspections.
- (h) The cultivation area shall not be accessible to persons under 21 years of age.
- (i) A portable fire extinguisher shall be kept in the same room where indoor cultivation occurs.
- (j) There shall be no external or noxious olfactory evidence of marijuana cultivation from any street, sidewalk, public right-of-way, or adjacent property.
- (k) Runoff and waste disposal by the residence where cultivation occurs must be in compliance with any applicable local, state, and federal regulations and laws.

**Sec. 42-92 Standards for Limited Outdoor Personal Cultivation of Marijuana.**

- (a) The outdoor personal cultivation of marijuana upon the grounds of an outdoor residence pursuant to Health and Safety Code Section 11362.1(a)(3) shall be prohibited in non-residentially zoned areas in the City or within the front portion of a property containing an existing dwelling facing a public street and shall only be allowed within the required front, side, and rear yard areas as defined in the City's zoning ordinance.
- (b) Any and all live marijuana plants cultivated outdoors by persons in the City pursuant to Health and Safety Code Section 11362.1(a)(3) shall not visible by normal unaided

- vision from a public place and shall be kept within a locked space that is fully enclosed by an opaque fence at least six feet in height. Such fence must be adequately secure to prevent unauthorized entry and shall not be comprised of bushes, hedgerows, plastic sheeting, tarps, or cloth material. All proposed fencing materials shall be in compliance with City ordinances related to permitted walls and fences within the City's residential zones.
- (c) The maximum allowable area for plants cultivated for personal use upon the grounds of an outdoor residence pursuant to Health and Safety Code Section 11362.1(a)(3) shall not exceed 100 square feet in cumulative area or displace any space for required onsite parking.
  - (d) Each allowable outdoor area utilized for the outdoor personal cultivation of marijuana upon the grounds of an outdoor residence pursuant to Health and Safety Code Section 11362.1(a)(3) shall be set back at least (10) feet from all lot lines of the premises. Such setback distance shall be measured in a straight line from the fence required in subsection (b), above, to the boundary line of the subject property.
  - (e) There shall be no external or noxious olfactory evidence of marijuana cultivation from any street, sidewalk, public right-of-way, or adjacent property.
  - (f) The use of lights, heaters, fans, generators, or other mechanical equipment that causes a nuisance to neighbors is prohibited.
  - (g) The cultivation area shall not be accessible to persons under 21 years of age.
  - (l) Runoff and waste disposal by the residence where cultivation occurs must be in compliance with any applicable local, state, and federal regulations and laws.

**SECTION 5.** CEQA. The proposed Urgency Ordinance does not have the potential to cause significant effects on the environment and is exempt from the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15061(b)(3), because there is no possibility that the activities contemplated herein will have a significant effect on the environment.

**SECTION 6.** Inconsistent Provisions. Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Urgency Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Urgency Ordinance.

**SECTION 7.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Urgency Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or

more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 8.** Effective Date. This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of San Fernando by Government Code sections 36934 and 36937 and shall be in full force and effect upon: (1) its adoption by a four-fifths (4/5) vote of the City Council; and (2) California state voter approval of Proposition 64 at the November 8, 2016 election.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting on this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Robert C. Gonzales, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rick R. Olivarez, City Attorney

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

I, Elena G. Chavez, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing Urgency Ordinance No. U-1660, was passed and adopted at the regular meeting of said City Council, duly held on the 7<sup>th</sup> day of November 2016, by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**ATTACHMENT “D”****ORDINANCE NO. 1661****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ESTABLISHING REGULATIONS AND A PERMITTING PROCESS FOR THE INDOOR AND OUTDOOR PERSONAL CULTIVATION OF MARIJUANA IN CERTAIN RESIDENTIAL AREAS, SUBJECT TO CALIFORNIA VOTER APPROVAL OF PROPOSITION 64 AT THE TUESDAY, NOVEMBER 8, 2016 ELECTION**

**WHEREAS**, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the “CUA”), which was codified under Health and Safety Code Section 11262.5 et seq. and was intended to enable persons who are in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician; and

**WHEREAS**, the CUA provides that “nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes”; and

**WHEREAS**, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.)(the “MMP”), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP; and

**WHEREAS**, Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances; and

**WHEREAS**, California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes; and

**WHEREAS**, in 2013, the California Supreme Court in the case of *City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729, found the CUA and MMP do not preempt a city’s local regulatory authority and confirmed a city’s ability to prohibit medical marijuana dispensaries within its boundaries; and

**WHEREAS**, in 2013, the California Third District Appellate Court held that state law does “not preempt a city’s police power to prohibit the cultivation of all marijuana within the city”; and

**WHEREAS**, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the “MMRSA”); and

**WHEREAS**, the MMRSA creates a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis; and

**WHEREAS**, the MMRSA contains new statutory provisions that:

- Allow local government to enact ordinances expressing of their intent to prohibit the cultivation of marijuana and not administer a conditional use permit program pursuant to Health and Safety Code Section 11362.777 for the cultivation of marijuana (Health & Saf. Code, § 11362.777(c)(4));
- Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances, or enforcement of local permit or licensing requirements regarding marijuana (Bus. & Prof. Code, § 19315(a));
- Expressly provide that the Act does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including, but not limited to, a local government’s right to make and enforce within its limits all police regulations not in conflict with its general laws (Bus. & Prof. Code, § 19316(c));
- Require a local government that wishes to prevent marijuana delivery activity (as defined in Business and Professions Code Section 19300.5(m)) from operating within the local government’s boundaries to enact an ordinance affirmatively banning such delivery activity (Bus. & Prof. Code, § 19340(a)); and

**WHEREAS**, on May 16, 2016, the City Council adopted Ordinance No. 1654 to ban “commercial cannabis activities,” as defined under the MCRSA, with the exception of certain commercial cannabis deliveries to locations within the City of San Fernando provided such deliveries originate from legal marijuana dispensaries located outside the territorial boundaries of the City of San Fernando; and

**WHEREAS**, Ordinance No. 1654 bars cannabis delivery operations headquartered in, or otherwise originating from the City of San Fernando; and

**WHEREAS**, the MMRSA was renamed the Medical Cannabis Regulation and Safety Act (the “MCRSA”) under Senate Bill 837 in June 2016, which also made includes substantive changes to the applicable state laws, which affect the various state agencies involved in regulating cannabis businesses as well as potential licensees; and

**WHEREAS**, on November 8, 2016, the Control, Regulate, and Tax Adult Use of Marijuana Act (“AUMA”) will come before California voters as Proposition 64; and

**WHEREAS**, if approved, Proposition 64 would legalize the nonmedical use of marijuana by persons 21 years of age and over, and the personal cultivation of up to six marijuana plants; and

**WHEREAS**, if approved, Proposition 64 would additionally create a state regulatory and licensing system governing the commercial cultivation, testing, and distribution of nonmedical marijuana, and the manufacturing of nonmedical marijuana products;

**WHEREAS**, Proposition 64 is a state statute initiative that, if approved, would become effective on November 9, 2016, the day after the November 8, 2016 election, pursuant to the California Constitution (Cal. Const., art. II, § 10(a)); and

**WHEREAS**, pursuant to Proposition 64, local governments, including cities, can reasonably regulate, but cannot ban, personal indoor cultivation of up to six living marijuana plants within the person's private residence, including indoor cultivation in a greenhouse on the same property as the residence that is not physically part of the home (Health & Saf. Code, §§ 11362.1(a), 11362.2(a)-(b)); and

**WHEREAS**, Proposition 64 defines a private residence as "a house, an apartment unit, a mobile home, or other similar dwelling unit) and allows persons to possess the marijuana produced by their six cultivated plants (Health & Saf. Code, § 11362.2(b)(5)); and

**WHEREAS**, Proposition 64 enables local governments, including cities, to regulate and/or ban, the personal cultivation of up to six living marijuana plants outdoors upon the grounds of a private residence (Health & Saf. Code, § 11362.2(b)(3)); and

**WHEREAS**, Proposition 64 requires that any and all living marijuana plants personally cultivated by persons be kept: (1) within the person's private residence or upon the grounds of that private residence (e.g. in an outdoor garden area); (2) in a locked space; and (3) not visible by normal unaided vision from a public place (Health & Saf. Code, § 11362.2(a)(2)); and

**WHEREAS**, the City of San Fernando (the "City") seeks to establish standards and a permitting process for personal marijuana cultivation if Proposition 64 is approved.

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

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

**SECTION 2.** Definitions.

- A. "Marijuana" means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin.
- B. "Cultivate" means participation any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.



- C. "Private residence" means a house, an apartment unit, a mobilehome, or other similar dwelling.

**SECTION 3.** Chapter 42 (Health and Sanitation) of the San Fernando Municipal Code is amended by the addition of Article III (Marijuana Cultivation) which shall read as follows:

**Article III. – Marijuana Cultivation**

**Sec. 42-90 Personal Marijuana Cultivation Permit Required.**

**Sec. 42-91 Standards for Indoor Personal Marijuana Cultivation.**

**Sec. 42-92 Standards for Limited Outdoor Personal Cultivation of Marijuana.**

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**Sec. 42-90 Personal Marijuana Cultivation Permit Required.**

- (a) No personal cultivation, as authorized under Health and Safety Code Section 11362.1(a)(3), shall be conducted in the City without a valid City-issued Personal Marijuana Cultivation Permit pursuant to Health and Safety Code Section 11362.2(b)(1).
- (b) The form of the application for a Personal Cannabis Cultivation Permit shall be approved by the Chief Planning Official, Chief of Police, and City Attorney.
- (c) If a residence proposed to be utilized in any manner for indoor and/or outdoor cultivation is leased or rented, then a Personal Marijuana Cultivation Permit may only be issued upon a written authorization from the owner of such property that explicitly allows such cultivation, with written authorization including proof of notary on form provided by the City of San Fernando. Such written authorization shall accompany an application for a Personal Marijuana Cultivation Permit. The property owner may revoke such authorization by providing written notice of revocation to the City and to the permittee. Thirty (30) calendar days after receipt of such notice by the City, the relevant Personal Marijuana Cultivation Permit shall be null and void.
- (d) Applications shall be filed with the City Clerk and accompanied by an application (including inspection) fee and any other required site plans or documentation, as established by City Council resolution.
- (e) The Chief Planning Official and Chief of Police, or designee(s), shall consider and either approve or disapprove an application for a Personal Marijuana Cultivation Permit and deliver written notice of such approval or disapproval by first class mail to the applicant within thirty (30) calendar days of the City's receipt of such complete application.
- (f) Appeal of Permit Denial. A denial of a Personal Marijuana Cultivation Permit may be made in accordance with the procedural protocol set forth in San Fernando

Municipal Code Section 106-76 et seq. for appeals of certain zoning-related determinations, which provide for aggrieved parties to appeal to the Planning Commission and City Council, if necessary.

- (g) Periodic Inspections. Permittees who possess current and valid Personal Marijuana Cultivation Permits shall be subject to quarterly City inspections to ensure compliance with the standards set forth in this Article III of Chapter 42 upon at least seventy-two (72) hours written notice from the City.

**Sec. 42-91 Standards for Indoor Personal Marijuana Cultivation.**

- (a) Indoor personal marijuana cultivation shall be limited to the inside of a private residence or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure, pursuant to Health and Safety Code Section 11362.1 and 11362.2, so long as the portion of the residence or eligible accessory structure utilized for such cultivation does not reduce the amount of required on-site parking spaces applicable to the relevant residence(s).
- (b) Any and all live marijuana plants cultivated indoors by persons in the City pursuant to Health and Safety Code Section 11362.1(a)(3) shall be kept in a locked space that is not visible by normal unaided vision from a public place, subject to any and all limitations applicable under Health and Safety Code Sections 11362.1 and 11362.2.
- (c) All structures in which such indoor personal cannabis cultivation occurs shall comply with all applicable zoning, building, housing, and fire code requirements.
- (d) The use of grow lights, fans, ventilation devices or any other electrical, irrigation, or mechanical equipment shall comply with all applicable building, housing, and fire code requirements and related permitting and inspection requirements.
- (e) Indoor grow lights shall not exceed 2,000 watts total illumination, and the installation, wiring, and operation of such lighting shall comply with the applicable building, housing, and fire code requirements and related permitting and inspection protocols.
- (f) The use of gas products (CO<sub>2</sub>, butane, propane, natural gas, etc.) or generators for personal indoor marijuana cultivation shall be prohibited.
- (g) Any structure utilized for personal indoor marijuana cultivation shall have ventilation and filtration systems installed to prevent the odor of cannabis from escaping the interiors of such structure and the accumulation of mold. Such systems shall be compliant with applicable building, housing, and fire code requirements and has undergone and related necessary inspections.
- (h) The cultivation area shall not be accessible to persons under 21 years of age.
- (i) A portable fire extinguisher shall be kept in the same room where indoor cultivation occurs.

- (j) There shall be no external or noxious olfactory evidence of marijuana cultivation from any street, sidewalk, public right-of-way, or adjacent property.
- (k) Runoff and waste disposal by the residence where cultivation occurs must be in compliance with any applicable local, state, and federal regulations and laws.

**Sec. 42-92 Standards for Limited Outdoor Personal Cultivation of Marijuana.**

- (a) The outdoor personal cultivation of marijuana upon the grounds of an outdoor residence pursuant to Health and Safety Code Section 11362.1(a)(3) shall be prohibited in non-residentially zoned areas in the City or within the front portion of a property containing an existing dwelling facing a public street and shall only be allowed within the required front, side, and rear yard areas as defined in the City's zoning ordinance.
- (b) Any and all live marijuana plants cultivated outdoors by persons in the City pursuant to Health and Safety Code Section 11362.1(a)(3) shall not be visible by normal unaided vision from a public place and shall be kept within a locked space that is fully enclosed by an opaque fence at least six feet in height. Such fence must be adequately secure to prevent unauthorized entry and shall not be comprised of bushes, hedgerows, plastic sheeting, tarps, or cloth material. All proposed fencing materials shall be in compliance with City ordinances related to permitted walls and fences within the City's residential zones.
- (c) The maximum allowable area for plants cultivated for personal use upon the grounds of an outdoor residence pursuant to Health and Safety Code Section 11362.1(a)(3) shall not exceed 100 square feet in cumulative area or displace any space for required on-site parking.
- (d) Each allowable outdoor area utilized for the outdoor personal cultivation of marijuana upon the grounds of an outdoor residence pursuant to Health and Safety Code Section 11362.1(a)(3) shall be set back at least (10) feet from all lot lines of the premises. Such setback distance shall be measured in a straight line from the fence required in subsection (b), above, to the boundary line of the subject property.
- (e) There shall be no external or noxious olfactory evidence of marijuana cultivation from any street, sidewalk, public right-of-way, or adjacent property.
- (f) The use of lights, heaters, fans, generators, or other mechanical equipment that causes a nuisance to neighbors is prohibited.
- (g) The cultivation area shall not be accessible to persons under 21 years of age.
- (l) Runoff and waste disposal by the residence where cultivation occurs must be in compliance with any applicable local, state, and federal regulations and laws.

**SECTION 4.** CEQA. The proposed Ordinance does not have the potential to cause significant effects on the environment and is exempt from the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines Section 15061(b)(3), because there is no possibility that the activities contemplated herein will have a significant effect on the environment.

**SECTION 5.** Inconsistent Provisions. Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

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

**SECTION 7.** Publication and Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective no sooner than thirty (30) days after adoption and upon California state voter approval of Proposition 64 at the November 8, 2016 election.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of San Fernando at its regular meeting on this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Robert C. Gonzales, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rick R. Olivarez, City Attorney

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

I, Elena G. Chavez, City Clerk of the City of San Fernando, do hereby certify that Ordinance No. 1661 was introduced for a first reading on the 7<sup>th</sup> day of November, 2016 and approved for a second reading and adopted by said City Council at its regular meeting duly held on the \_\_\_\_ day of \_\_\_\_\_ 2016, by the following votes to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Elena G. Chávez, City Clerk

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## AGENDA REPORT

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**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Brian Saeki, City Manager

**Date:** November 7, 2016

**Subject:** Update from Senator Robert Hertzberg

**BACKGROUND:**

Senator Robert Hertzberg will be providing a receive and file report to the City Council.

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## AGENDA REPORT

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**To:** Vice Mayor Joel Fajardo and Councilmembers

**From:** Mayor Robert C. Gonzales

**Date:** November 7, 2016

**Subject:** Update on San Fernando Fall Harvest Brewfest Event

**BACKGROUND:**

I have asked that this time be placed on the agenda to discuss the recent San Fernando Fall Harvest Brewfest event.

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## AGENDA REPORT

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**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Councilmember Sylvia Ballin

**Date:** November 7, 2016

**Subject:** Discussion Regarding Filming in the Downtown Area

**RECOMMENDATION:**

I have placed this on the agenda for City Council discussion and consideration.

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## AGENDA REPORT

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**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Councilmember Sylvia Ballin

**Date:** November 7, 2016

**Subject:** Discussion and Direction Regarding Potential Reorganization of the City Treasurer Division

**RECOMMENDATION:**

I have placed this on the agenda for City Council discussion and consideration.

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## AGENDA REPORT

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**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Elena G. Chávez, City Clerk

**Date:** November 7, 2016

**Subject:** Update Regarding Options Pertaining to the General Municipal Election on March 7, 2017

### **RECOMMENDATION:**

It is recommended that the City Council provide staff with direction whether to consolidate the General Municipal Election on March 7, 2017 with the County of Los Angeles or conduct a stand-alone concurrent election.

### **BACKGROUND:**

On October 17, 2016, staff provided City Council with an update regarding a request from the Los Angeles County Board of Supervisors (BOS) that Los Angeles County cities consolidate their General Municipal Elections on March 7, 2017 with a potential Special Countywide Election to be held on the same day. This special election would be to potentially place measure/s before the voters to address homelessness and other issues (the BOS is expected to make their final determination by December 6, 2016).

The BOS reported that should cities agree to consolidation and a Special Countywide Election is not held, then the Los Angeles County Registrar-Recorder/County Clerk will administer the General Municipal Election at the same cost estimate (i.e., for San Fernando, approximately \$18,000).

### **ANALYSIS:**

The following are comparisons of each scenario to assist the City Council in making a decision to consolidate with the Special Countywide Election or conduct a stand-alone election at the same time as the County.

## Update Regarding Options Pertaining to the General Municipal Election on March 7, 2017

Page 2 of 3

| <b>Consolidation:</b>   | <b>Concurrent Stand-alone:</b>   |
|---|--|
| <b>BALLOTS</b>  |  |
| One ballot  | Two different ballots<br><br>Voters will get a sample ballot from both the City and the County and will have to apply to each for a Vote By Mail ballot.                                       |
| <b>POLLING PLACES</b>   |  |
| Same polling places   | Possibly different polling places. If same polling location, voters must check in at two different tables, sign two different rosters, and vote two different ballots.                         |
| <b>POLL WORKERS</b>   |  |
| Same poll workers; County will handle   | Different poll workers (hired by both the City and the County). If using the same polling place, there could be as many as eight poll workers in one location.                                 |
| <b>RESPONSIBILITIES: CITY STAFF VS. COUNTY</b>  |  |
| City Clerk Dept. will be involved in candidate nomination paperwork filing, receiving of FPPC filings, and publishing of notices. Most other elements will be administered by the County. | City Clerk Dept. will handle all aspects of administering the election.  |
| <b>BALLOT COUNTING LOCATION</b>   |  |
| L.A. County Registrar-Recorder/County Clerk Headquarters (Norwalk)  | City Hall Council Chambers<br>(Semi-official results will be available election night)   |
| <b>CANVASSING AND CERTIFICATION OF RESULTS</b>  |  |
| Approximately three weeks   | Approximately three weeks  |
| <b>COST</b>   |  |
| Estimate provided by the County is \$18,000 (i.e., \$12,644.45 for three at-large offices and \$5,000 for one measure).   | Fiscal Year 2016-2017 Election Budget is \$68,200.<br><br>If the County does not have a special election and San Fernando consolidates with the City of Los Angeles, the cost will be reduced. |

**Update Regarding Options Pertaining to the General Municipal Election on March 7, 2017**Page 3 of 3

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To commence the election process, it is necessary that the City Council take specific action; the California Elections Code mandates that certain resolutions be adopted (no later than December 9, 2016).

**If the City Council directs staff to proceed with preparations for a concurrent stand-alone election**, the following resolutions must be adopted:

- 1) Calling and Giving Notice of Election
- 2) Requesting County of Los Angeles Services

If the County does not hold the special election, then a third resolution to be considered is:

- 3) Consenting to an Election Consolidation with the City of Los Angeles

**If the City Council decides to consolidate the elections with the County**, the following resolutions must be adopted:

- 1) Calling and Giving Notice of Election
- 2) Requesting that the LA County Board of Supervisors Direct the Registrar-Recorder/County Clerk to Administer, Manage, and Oversee the General Municipal Election and Request for Consolidation with the Countywide Election Held on March 7, 2017

For either scenario, staff recommends that the City enter into a Professional Services Agreement with Martin & Chapman Co. for the acquisition of specialty materials, services and supplies.

**BUDGET IMPACT:**

The Fiscal Year 2016-2017 election budget is \$68,200.

**CONCLUSION:**

It is recommended that the City Council consider options for conducting the General Municipal Election on March 7, 2017 and direct staff to proceed with agendizing the appropriate resolutions.

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## AGENDA REPORT

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**To:** Mayor Robert C. Gonzales and Councilmembers

**From:** Vice Mayor Joel Fajardo

**Date:** November 7, 2016

**Subject:** Honoring Our Troops – Letter in Support of Iraq and Afghanistan War Veterans

### **RECOMMENDATION:**

I have placed this on the agenda for City Council discussion and consideration.

### **BACKGROUND:**

Over a decade ago, the California National Guard enticed thousands of soldiers with bonuses of \$15,000 or more to reenlist and go to war. The bonuses were supposed to be limited to soldiers in high-demand assignments like intelligence and civil affairs or to noncommissioned officers badly needed in units due to deploy to Iraq or Afghanistan.

In 2010, after reports surfaced of improper payments, a federal investigation found that thousands of bonuses and student loan payments were given to California National Guard soldiers who did not qualify for them, or were approved despite paperwork errors. Investigations determined that lack of oversight allowed for widespread fraud and mismanagement by California National Guard officials under pressure to meet enlistment targets.

Nearly 10,000 soldiers, many of whom served multiple combat tours, have now been ordered to repay large enlistment bonuses. But soldiers say the military is reneging on 10-year-old agreements and imposing severe financial hardship on veterans.

I am asking that the City Council approve the attached letter of support for these impacted soldiers. The letter urges those in power to honor the promise made to our veterans.

For more information regarding this issue, please refer to the links below:

<http://www.latimes.com/nation/la-na-national-guard-bonus-20161020-snap-story.html>

<http://www.npr.org/sections/thetwo-way/2016/10/23/499065155/u-s-soldiers-told-to-repay-thousands-in-signing-bonuses-from-height-of-war-effor>



the **two-way**

AMERICA

# U.S. Soldiers Told To Repay Thousands In Signing Bonuses From Height Of War Effort

October 23, 2016 · 2:43 PM ET

BILL CHAPPELL



The Pentagon is seeking millions of dollars from nearly 10,000 current or former soldiers in the California National Guard, saying they weren't eligible for re-enlistment bonuses. Here, soldiers from the state's guard force are seen in 2010, resting during transport in northeastern Afghanistan.

*Brennan Linsley/AP*

**In most cases, when an employer pays a signing bonus to attract new workers, that payment is understood to be essentially unrecoverable. But the Pentagon has a different understanding — and it's ordering the California National Guard to claw**



back thousands of dollars paid to soldiers who re-enlisted to fight in Iraq and Afghanistan.

And in many cases, an employer would also have a tough time arguing that decade-old lapses in its own oversight should trigger wage garnishments and tax liens against its workers. But again, this is the U.S. military, and its officials say the law requires them to reclaim the overpayments.

That's the gist of a report by The Los Angeles Times, which says nearly 10,000 soldiers are now scrambling to pay back signing bonuses that helped the Pentagon cope with the task of using an all-volunteer service to fight two prolonged international conflicts.

In addition to doling out cash for re-enlistment, the Pentagon offered student loan repayments. The incentives were seen as crucial to the military's effort to keep its ranks flush, but auditors say the rules should have limited the largest payments to certain skill areas — and that in the rush to staff the war effort, the bonuses were given out too liberally, the *L.A. Times* reports.

Responding to the newspaper's story Sunday, the California National Guard points out that the repayments are part of a federal program run by the National Guard Bureau and the Department of the Army.

The state military service says:

"The California National Guard does not have the authority to unilaterally waive these debts. However, the California National Guard welcomes any law passed by Congress to waive these debts.

"Until that time, our priority is to advocate for our Soldiers through this difficult process."

In its statement, the service adds that its adjutant general, Maj. Gen. David S. Baldwin, created an assistance center that has helped some of its soldiers retain \$37 million "of original bonus payments."

The problem of improper use of military troop-level incentives isn't limited to California — but the state has emerged as a focal point because of two factors: the large size of its guard force, and a history of overpayments.

A scandal over the California National Guard's use of bonus money was first unearthed in 2010, when the Sacramento Bee reported that its incentive program had misspent as much as \$100 million. The program's onetime leader, former Master Sgt. Toni Jaffe, was later sentenced to 30 months in prison, after pleading guilty to making \$15 million in false claims.

When it was first discovered, that scandal was deemed "war profiteering" and was said to have benefited guard members who hadn't logged any combat duty; high-ranking officers were mentioned. But in the years since, lower-ranking service members have complained about garnished checks and a prolonged review process, saying they've done nothing wrong.

With the work of 42 auditors who reviewed the California cases now complete, the repayments are back in the spotlight — and service members and veterans, as well as members of the public, have been venting their anger.

On the California guard's Facebook page, several people hijacked a post about training to comment on the bonus repayments, with one man writing, "The officials who screwed over our service members need to do the right thing and pay back the money. DISGUSTING."

And after the guard responded to the *Times* story Monday, a commenter criticized its stance, writing, "Meanwhile vets are suffering while one bureaucracy waits to 'welcome' another bureaucracy to take responsibility and force it to do the right thing. Pathetic."

Revelations about fraud and mismanagement in the Pentagon's retention program emerged after the program's budget swelled between 2000 and 2008 — when the Defense Department went from spending \$891 million for selective re-enlistment

bonuses to spending \$1.4 billion on them, according to a 2010 research paper by the RAND defense institute. By the end of that period, the military was also spending \$625 million yearly to pay enlistment bonuses.

It's not unusual for signing bonuses to have strings attached. But in the civilian world, conditions for repayment are often limited to cases where an employee spends less than a year in their new job. In the case of the California National Guard, soldiers who say they held up their end of the contract — serving the required three- or six-year re-enlistment period — are being told to repay a key incentive.

One of them is Robert Richmond, who has begun an online petition that calls for the Army to "stop stealing back signing bonuses 10 years later."

Richmond says he signed the contract in good faith, and in his petition, he describes a scenario that's reminiscent of the recent Wells Fargo cross-selling scandal, saying that a lower-ranking figure has been punished for committing fraud that was motivated at least in part by a need to meet targets set by her superiors.

Richmond also appears in the *L.A. Times* story; here's a sample from his petition:

"Like many other soldiers, I honorably completed my contract in 2012 and two years later they sent me a letter stating I had to pay the money back. Each contract has a different excuse. They stated the reason I was not eligible for the contract was because I had over 20 years of service at the time. I had originally signed up more than 20 years prior, but had breaks in service and only had 15 credible years of service, not 20. Although at the time, they informed me I was eligible for a bonus, now they are saying I was not."

Like other veterans who are refusing to pay up, Richmond is now incurring interest on the repayment amount.

In its General Rules about the recovery of pay and bonuses, the Department of Defense states, "As a general rule, repayment will not be sought if the member's

inability to fulfill the eligibility requirements is due to circumstances determined reasonably beyond the member's control."

But after dozens of auditors reviewed its system that had paid soldiers bonuses without determining their eligibility, the California National Guard's veterans started getting repayment notices.

"People like me just got screwed," a 42-year-old veteran tells the *Times*.

That veteran, former Army Capt. Christopher Van Meter, fought in Iraq. He tells the newspaper he refinanced his mortgage to repay \$25,000 in re-enlistment bonuses and \$21,000 in student loan repayments.

Another veteran — former Army Master Sgt. Susan Haley, who served in Afghanistan and spent more than 25 years in the service — tells the newspaper that she's now sending the Pentagon \$650 each month to repay \$20,500 in bonuses.

"I feel totally betrayed," Haley says.

To put those dollar figures in perspective, we can look at the Army's payment and retention policy — specifically, a summary of its Selective Reenlistment Bonus program that was laid out early in 2006:

"The objective of the SRB program is to increase the number of reenlistments in critical MOSs [Military Occupational Specialty] that do not have adequate retention levels to man the career force. Although Department of Defense policy permits SRB payments of up to \$45,000.00, soldiers may be paid bonuses up to six times their monthly basic pay at discharge, times the number of years of additional obligated service, or \$20,000.00, whichever is less."

While some veterans are working to repay the money, others are filing appeals, engaging in what's likely to be a prolonged fight against the service to which they once belonged. California National Guard officials tell the *Times* that they've been helping veterans through the appeals process.

"We'd be more than happy to absolve these people of their debts," Maj. Gen. Matthew Beevers, deputy commander of the California National Guard, tells the *Times*. "We just can't do it. We'd be breaking the law."

One of the earliest reviews of the Army's post-Iraq invasion bonus system came in 2007, when the Defense Department's inspector general examined the program called the Reenlistment, Reclassification, and Assignment System (RETAIN). But at the time, the central issue wasn't whether too much money was being paid, but rather whether the service was paying out bonuses quickly enough.

u.s. army veterans

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October 24, 2016

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# Thousands of California soldiers forced to repay enlistment bonuses a decade after going to war

Short of troops to fight in Iraq and Afghanistan a decade ago, the California National Guard enticed thousands of soldiers with bonuses. Now the Pentagon is demanding the money back. (Al Seib / Los Angeles Times)

By **David S. Cloud**

OCTOBER 22, 2016, 3:00 AM | REPORTING FROM WASHINGTON

**S**hort of troops to fight in Iraq and Afghanistan a decade ago, the California National Guard enticed thousands of soldiers with bonuses of \$15,000 or more to reenlist and go to war.

Now the Pentagon is demanding the money back.

Nearly 10,000 soldiers, many of whom served multiple combat tours, have been ordered to repay large enlistment bonuses — and slapped with interest charges, wage garnishments and tax liens if they refuse — after audits revealed widespread overpayments by the California Guard at the height of the wars last decade.

Investigations have determined that lack of oversight allowed for widespread fraud and mismanagement by California Guard officials under pressure to meet enlistment targets.

### **US defense chief orders Pentagon to stop seeking repayments of enlistment bonuses from California National Guard members »**

But soldiers say the military is renegeing on 10-year-old agreements and imposing severe financial hardship on veterans whose only mistake was to accept bonuses offered when the Pentagon needed to fill the ranks.

“

## **People like me just got screwed.**

— Christopher Van Meter, former Army captain

“These bonuses were used to keep people in,” said Christopher Van Meter, a 42-year-old former Army captain and Iraq veteran from Manteca, Calif., who says he refinanced his home mortgage to repay \$25,000 in reenlistment bonuses and \$21,000 in student loan repayments that the Army says he should not have received. “People like me just got screwed.”

In Iraq, Van Meter was thrown from an armored vehicle turret — and later awarded a Purple Heart for his combat injuries — after the vehicle detonated a buried roadside bomb.

Susan Haley, a Los Angeles native and former Army master sergeant who deployed to Afghanistan in 2008, said she sends the Pentagon \$650 a month — a quarter of her family’s income — to pay down \$20,500 in bonuses that the Guard says were given to her improperly.

“I feel totally betrayed,” said Haley, 47, who served 26 years in the Army along with her husband and oldest son, a medic who lost a leg in combat in Afghanistan.

Haley, who now lives in Kempner, Texas, worries they may have to sell their house to repay the bonuses. “They’ll get their money, but I want those years back,” she said, referring to her six-year reenlistment.

### **Lawmakers condemn Pentagon effort to recover enlistment bonuses from California veterans »**

The problem offers a dark perspective on the Pentagon’s use of hefty cash incentives to fill its all-volunteer force during the longest era of warfare in the nation’s history.

Even Guard officials concede that taking back the money from military veterans is distasteful.



“At the end of the day, the soldiers ended up paying the largest price,” said Maj. Gen. Matthew Beevers, deputy commander of the California Guard. “We’d be more than happy to absolve these people of their debts. We just can’t do it. We’d be breaking the law.”

Facing enlistment shortfalls and two major wars with no end in sight, the Pentagon began offering the most generous incentives in its history to retain soldiers in the mid-2000s.

It also began paying the money up front, like the signing bonuses that some businesses pay in the civilian sector.

“

**They’ll get their money, but I want those years back.**

— Susan Haley, former Army master sergeant

“It was a real sea change in how business was done,” said Col. Michael S. Piazzoni, a California Guard official in Sacramento who oversaw the audits. “The system paid everybody up front, and then we spent the next five years figuring out if they were eligible.”

The bonuses were supposed to be limited to soldiers in high-demand assignments like intelligence and civil affairs or to noncommissioned officers badly needed in units due to deploy to Iraq or Afghanistan.

The National Guard Bureau, the Pentagon agency that oversees state Guard organizations, has acknowledged that bonus overpayments occurred in every state at the height of the two wars.

But the money was handed out far more liberally in the California Guard, which has about 17,000 soldiers and is one of the largest state Guard organizations.

In 2010, after reports surfaced of improper payments, a federal investigation found that thousands of bonuses and student loan payments were given to California Guard soldiers who did not qualify for them, or were approved despite paperwork errors.

Army Master Sgt. Toni Jaffe, the California Guard’s incentive manager, pleaded guilty in 2011 to filing false claims of \$15.2 million and was sentenced to 30 months in federal prison. Three officers also pleaded guilty to fraud and were put on probation after paying restitution.

Instead of forgiving the improper bonuses, the California Guard assigned 42 auditors to comb through paperwork for bonuses and other incentive payments given to 14,000 soldiers, a process that was finally completed last month.

Roughly 9,700 current and retired soldiers have been told by the California Guard to repay some or all of their bonuses and the recoupment effort has recovered more than \$22 million so far.

Because of protests, appeals and refusal by some to comply, the recovery effort is likely to continue for years.

In interviews, current and former California Guard members described being ordered to attend mass meetings in 2006 and 2007 in California where officials signed up soldiers in assembly-line fashion after outlining the generous terms available for six-year reenlistments.

Robert Richmond, an Army sergeant first class then living in Huntington Beach, said he reenlisted after being told he qualified for a \$15,000 bonus as a special forces soldier.

The money gave him “breathing room,” said Richmond, who had gone through a divorce after a deployment to Afghanistan in 2002 and 2003.

In 2007, his special forces company was sent to the Iraqi town of Hillah, 60 miles south of Baghdad in an area known as the “Triangle of Death” because of the intense fighting.

Richmond conducted hundreds of missions against insurgents over the next year. In one, a roadside bomb exploded by his vehicle, knocking him out and leaving him with permanent back and brain injuries.

He was stunned to receive a letter from California Guard headquarters in 2014 telling him to repay the \$15,000 and warning he faced “debt collection action” if he failed to comply.

“

**I signed a contract that I literally risked my life to fulfill.**

— Robert Richmond, former Army sergeant first class

Richmond should not have received the money, they argued, because he already had served 20 years in the Army in 2006, making him ineligible.

Richmond, 48, has refused to repay the bonus. He says he only had served 15 years when he reenlisted, due to several breaks in his Army service.

He has filed appeal after appeal, even after receiving a collection letter from the Treasury Department in March warning that his “unpaid delinquent debt” had risen to \$19,694.62 including interest and penalties.

After quitting the California Guard so the money wouldn't be taken from his paycheck, he moved to Nebraska to work as a railroad conductor, but was laid off.

He then moved to Texas to work for a construction company, leaving his wife and children in Nebraska. With \$15,000 debt on his credit report, he has been unable to qualify for a home loan.

“I signed a contract that I literally risked my life to fulfill,” Richmond said bitterly. “We want somebody in the government, anybody, to say this is wrong and we'll stop going after this money.”

Though they cannot waive the debts, California Guard officials say they are helping soldiers and veterans file appeals with the National Guard Bureau and the Army Board for Correction of Military Records, which can wipe out the debts.

But soldiers say it is a long, frustrating process, with no guarantee of success.

Robert D'Andrea, a retired Army major and Iraq veteran, was told to return a \$20,000 bonus he received in 2008 because auditors could not find a copy of the contract he says he signed.

Now D'Andrea, a financial crimes investigator with the Santa Monica Police Department, says he is close to exhausting all his appeals.

“Everything takes months of work, and there is no way to get your day in court,” he said. “Some benefit of the doubt has to be given to the soldier.”

Bryan Strother, a sergeant first class from Oroville north of Sacramento, spent four years fighting Guard claims that he owed \$25,010.32 for mistaken bonuses and student loans.

Guard officials told Strother he had voided his enlistment contract by failing to remain a radio operator, his assigned job, during and after a 2007-08 deployment to Iraq.

Strother filed a class-action lawsuit in February in federal district court in Sacramento on behalf of all soldiers who got bonuses, claiming the California Guard “conned” them into reenlisting.

The suit asked the court to order the recovered money to be returned to the soldiers and to issue an injunction against the government barring further collection.

In August, Strother received a letter from the Pentagon waiving repayment of his bonus.

“We believe he acted in good faith in accepting the \$15,000,” a claims adjudicator from the Pentagon’s Defense Legal Services Agency wrote in the letter. He still owed \$5,000 in student loan repayments, it said.

Within weeks, lawyers for U.S. Atty. Phillip A. Talbert in Sacramento petitioned the court to dismiss Strother’s lawsuit, arguing that it was moot since most of his debt had been waived. A federal judge is supposed to rule on the government’s motion by January.

“It’s a legal foot-dragging process to wear people out and make people go away,” said Strother. “It’s overwhelming for most soldiers.”

Indeed, some have just given up, repaying the money even before exhausting their appeals.

“It was tearing me up, the stress, the headaches,” said Van Meter, the former Army captain from Manteca who paid off his \$46,000 debt by refinancing his mortgage. “I couldn’t take it anymore. The amount of stress it put us through financially and emotionally was something we wanted to move past.”

**[Update: Lawmakers condemn Pentagon effort to recover enlistment bonuses from California veterans »](#)**

**[david.cloud@latimes.com](mailto:david.cloud@latimes.com)**

**Twitter: [@davidcloudLAT](#)**

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## AGENDA REPORT

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**To:** Vice Mayor Joel Fajardo and Councilmembers

**From:** Mayor Robert C. Gonzales

**Date:** November 7, 2016

**Subject:** Sister City Update

**BACKGROUND:**

I have asked that an item be placed on the agenda to provide the City Council with a Sister City update.